

GENERAL TERMS AND CONDITIONS- SOFTWARE / DATABASE
(V. 01/01/2025)

ARTICLE 1 • DEFINITIONS

In these general terms and conditions of sale and use of Products and Services (hereinafter referred to as the "**General Terms and Conditions**"), the capitalised terms and expressions below shall have the following meaning:

- **Database:** shall mean an organised collection of structured information (data) stored in a computer system.
- **Customer:** shall mean the natural person or legal entity who/which has entered into a contract with CETIM for the supply of Products and Services.
- **Contractual Documents:** shall mean the General Terms and Conditions, the commercial proposal, the Technical Proposal, additional quotations, the purchase order, the maintenance contract, invoices and any other document substantiating the obligations of the signatories.
- **Personal Data:** shall mean, as defined by personal data protection regulation, any information relating to an identified or identifiable natural person. An "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, etc.
- **Intellectual Property Rights:** shall mean all rights related to the creations and works of the mind, including the economic and moral rights of authorship of the Software, as well as all property rights relating to patents, trademarks, designs and models, software, databases, domain names, corporate names, logos and any other intellectual or industrial property rights, worldwide, already or subsequently filed or registered.
- **Confidential Information:** shall mean any information and/or documentation regarding the Customer, the Users, CETIM, the Software, the Services and, in general, any information and/or documentation belonging to the Customer or CETIM, of any nature whatsoever, such as but not limited to technical, scientific, financial or commercial information), on any medium whatsoever and regardless of the method of transmission (written, oral, including computer networks and/or electronic messaging), disclosed between the Customer and CETIM for the purposes of performing the Services, or to which the Parties have access in connection with the performance of the Services. Confidential information shall also include the Data and Personal Data of Users and the Contact Person identified by the Customer.
- **CETIM:** shall mean CETIM, which provides the Products and Services.
- **Software:** shall mean all programs, processes and rules, in addition to any associated documentation, pertaining to the operation of a data processing system.
- **Parties:** shall mean individually or collectively, CETIM and the Customer.
- **Products:** shall mean the Databases, software or software packages (hereinafter referred to as the "**Software**" or the "**Databases**") as well as any updates, hardware, media and any other related products to which the services relate.
- **Technical Requirements:** shall mean the minimum computer configuration (hardware and software environment) required for the software to function.
- **Services:** shall mean all services provided by CETIM in relation to the Products and/or Services specified in the Technical Proposal.
- **Technical Proposal:** shall mean the technical description of the order, the Customer's requirements, the requested features, the stages of completion and acceptance of the Services (Deliverables).
- **Personal data protection regulations:** shall mean the French Data Protection Act No. 78-17 of 6 January 1978, as amended, known as the "Loi Informatique et Libertés" and Regulation (EU) No.

2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data known as the "General Data Protection Regulation" or the "GDPR".

- **Services:** shall mean the assistance, auditing, advice in relation to the software and any other related services. They may also include optional training.
- **User or Authorised User:** shall mean any natural person who has access to and/or uses the Software (or a Database) and enjoys the services. The User may be the Customer or any person acting under the Customer's responsibility on the Customer's premises (employee, service provider, etc.), in particular the contact person.

ARTICLE 2 • PURPOSE OF THE GENERAL TERMS AND CONDITIONS

The General Terms and Conditions and, more broadly, the Contractual Documents define the rights and obligations of the Parties in connection with the provision of Services by CETIM in consideration for payment of the price by the Customer. CETIM reserves the right to unilaterally amend the provisions of the General Terms and Conditions as well as those of the applicable price list by giving the Customer 30 days' advance notice. Any amendment of these provisions shall be binding on the Customer as soon as it is brought to the Customer's attention by any means whatsoever and accepted by the Customer.

Unless otherwise agreed in writing by the Parties, the provisions of the General Terms and Conditions shall take precedence over any other document pertaining to the provisions of the Services. In the event of a contradiction between the Provisions of the General Terms and Conditions and those of the CETIM maintenance contract, the provisions of the maintenance Contract shall take precedence, with the understanding that the provisions of the General Terms and Conditions shall apply in the absence of any contrary provisions in the CETIM maintenance contract.

ARTICLE 3 • CHARACTERISTICS OF PRODUCTS AND SERVICES

3.1 Definition of the Customer's needs

CETIM reserves the right, depending on commercial or technical requirements, to add or remove Products and Services from its offering. The provision of Services by CETIM is defined in the commercial proposal and/or in additional quotations and/or the Technical Proposal.

CETIM provides a standard product. Therefore, it is the sole responsibility of the Customer to check that the software meets its needs.

The Customer shall specify any training, support and skills transfer needs.

The Customer is the sole decision maker and shall be solely responsible for ensuring that the Products and Services offered by CETIM are suited to his/her/its needs, and the Customer shall have the final say in approving CETIM's Technical and commercial Proposal.

3.2 Installation and use of Products and Services

3.2.1 Deliverables.

The Customer shall ensure that the Technical Prerequisites provided by CETIM are met prior to the delivery of the products and services. The Customer is advised that failure to comply with the technical

Prerequisites shall release CETIM from its contractual obligations. Similarly, CETIM cannot be held liable for any incompatibilities with the items ordered and any resulting malfunctions or disruptions.

CETIM reserves the right to charge the Customer for the time spent investigating the causes of incidents where the incident faced by the Customer does not originate from a service or supply provided by CETIM hereunder.

CETIM makes no commitment regarding the interoperability of existing systems or the creation of interfaces other than those outlined in the Contractual Documents.

Unless otherwise agreed, CETIM makes no commitment regarding data production and recovery operations. Any change in the number of users shall be subject to CETIM's express agreement and, where applicable, to the payment of an additional fee at the current rate.

3.2.2 Software Licence:

Subject to full payment of the amounts due by the Customer to CETIM as stipulated in the Contractual Documents, CETIM grants the Customer, from the day the Software is made available, a non-exclusive and non-transferable right to access and use the software for the duration, territory and number of work stations stated in the commercial proposal and/or the Purchase Order.

The Software and its documentation referred to in Article 3, as well as any copies, shall remain the exclusive property of CETIM, which retains copyrights in accordance with the provisions of the French Intellectual Property Code.

The Software must not be sold, transferred or assigned without CETIM's consent.

The licence granted by CETIM gives the Customer the right to use the Software belonging to CETIM on the equipment specified in the order form, subject to the following conditions:

- The Customer undertakes to use this Software solely for the Customer's own purposes. The Customer shall not provide the Software in any form whatsoever or make it available to anyone other than the Customer's employees;
- The Customer may not compile, modify or translate the software or adapt it without the prior express written consent of the SUPPLIER;

3.2.3 Database Licence

A. CETIM hereby grants the Customer a non-exclusive, non-transferable right to use the databases and Services offered by CETIM (hereinafter referred to as the "Databases") in accordance with the terms and conditions set forth in the commercial proposal and the Technical Proposal. The Databases and services made available to the Customer's Authorised Users are protected by copyright, and the original copyright holder retains the intellectual property rights to the Databases and services as well as all related elements. CETIM does not transfer any intellectual property rights, and as such, the Customer may not reproduce, distribute, display, modify, transfer or transmit, in any form or by any means, all or part of the data contained in the Databases or Services without the prior written consent of CETIM. The use of the Database is intended for the Customer's internal use only.

B. The Customer is authorised to provide access to the Databases and Services to any Authorised User, through the passwords provided by CETIM. Remote access is authorised provided that security procedures are implemented to prevent remote access by third parties and the introduction of any virus or malware that could damage the Database and/or CETIM's infrastructure.

ARTICLE 4 • CETIM'S OBLIGATIONS AND WARRANTIES

Pursuant to its best efforts obligation, CETIM undertakes to perform the Services in compliance with the provisions of the General Terms and Conditions and, more specifically, in accordance with the conditions laid down in Article 3 above.

In any event, CETIM undertakes to provide the Services in compliance with the applicable regulations and to promptly inform the Customer of any difficulties relating to their performance or delivery and, in general, to the performance of the General Terms and Conditions and the order.

ARTICLE 5 • CUSTOMER'S OBLIGATIONS AND WARRANTIES

The Customer expressly undertakes to pay all amounts due as provided for in Article 6 of the General Terms and Conditions.

Furthermore, the Customer undertakes to make available to CETIM's personnel all material and technical resources needed for the performance of the Services. The premises made available by the Customer must be suitable for normal intellectual work (size, equipment, noise, insulation, hygiene, etc.) and shall ensure the safety of CETIM's personnel.

The Customer shall be solely responsible for any resources (tools, methods, configuration, etc.) that it uses and which are not supplied or made available to the Customer by CETIM.

In the event of remote connection to CETIM's computer systems and networks, the Customer undertakes to carry out all necessary checks in advance to ensure that no viruses, malware, Trojan horses, corrupted data, etc., are introduced therein and that, in general, the customer's connection is safe for CETIM.

ARTICLE 6 • PRICES AND REVISIONS / PAYMENT TERMS / PENALTIES

All prices are quoted in euros excluding tax in accordance with the applicable regulations on the date CETIM issues the invoice.

Once the commercial proposal has been signed and returned to CETIM, the Customer undertakes to pay the deposit stated in the commercial proposal and/or the Purchase Order. Specific developments, analyses and training shall be invoiced according to the progress of the project. The balance for all modules and licences as stated in the commercial proposal and/or Purchase Order shall be invoiced upon installation of the modules at the Customer's premises.

Payment for the maintenance contract shall be made in accordance with the terms stated in the commercial proposal and/or Purchase Order.

Unless a deferral is requested in good time and granted by CETIM, any late payment of all or part of an amount payable on its due date shall automatically accrue interest in favour of CETIM at the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

The Parties agree that this rate shall be calculated on a *prorata temporis* basis per calendar month and that each month commenced shall be counted as a full month. The Parties expressly agree that this clause shall lawfully apply without the need for any formality or formal notice.

ARTICLE 7 • INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Products and Services are and shall remain the exclusive property of CETIM or third parties which have authorised CETIM to use them. The authorisation to use granted by CETIM does not entail any transfer of intellectual property to the Customer.

The Customer expressly undertakes not to infringe, directly or indirectly or through third parties with whom the Customer is associated, the Intellectual Property rights of CETIM.

The Customer is hereby informed that any use that does not comply with the Intellectual Property Rights pertaining to the Products and/or Services may result in CETIM immediately terminating the right of use.

The Customer shall not be entitled to any rights in the trademarks, logos, texts, graphics, images, audio files, videos, or any other element protected by intellectual property rights that are displayed when accessing the software after they have been identified.

The Customer undertakes to comply with the proprietary notices included on the Software, media or documentation.

The Customer shall refrain from translating, adapting, arranging or modifying the Software and shall not export it or merge it with other software.

The same applies to compliance with CETIM's rights to the Databases.

ARTICLE 8 • LIABILITY

The Customer and CETIM are liable for the proper fulfilment of their obligations under the General Terms and Conditions.

CETIM and the Customer shall each be liable for any direct damage they may cause to the other party or to third parties, of whatever nature, as a result of a breach of any provision of the General Terms and Conditions.

Under no circumstances shall either Party be liable to the other Party or to any other person or entity under law, contract, tort, strict liability, negligence or any other claim or legal or equitable theory whatsoever for any indirect, consequential or incidental damage, loss of goodwill or business profits, loss of income, business interruption, loss of data, computer error or failure, special, incidental or consequential damage, or for any other damage, whether or not such Party had been advised or had been aware of the possibility of such loss or damage.

Under the General Terms and Conditions, the Customer acknowledges and accepts that CETIM undertakes to perform the Services with all due care and in accordance with best practice, and that it is therefore not bound by any performance obligations.

Furthermore, it is hereby noted that the software, as well as any other deliverable, shall be used under the sole management, control and responsibility of the Customer, and that the Customer shall be solely responsible for its use and for:

- Ensuring compliance with the technical prerequisites provided by CETIM;
- Ensuring that any computer program used in conjunction with the Software does not contain any defect that could have a detrimental effect on the Software;
- Installing the copy of the Software and its updates on the designated hardware, establishing sufficient operational controls and implementing appropriate operating methods;
- Drawing up adequate troubleshooting plans, if necessary, with replacement procedures and, in general, taking all appropriate measures to protect against any harmful consequences resulting from the use of the Software;
- Making sure that hardware and software are upgraded in line with changes in the technical prerequisites.

In the event that the Deliverable consists of access to a Database, the Database is provided without any warranty of any kind, either express or implied, including, but not limited to, the merchantability of the Database, the absence of infringement of the Database or the data it contains, or the suitability of the Database for any specific purpose.

Should CETIM be held liable for a proven fault on its part, CETIM's total cumulative liability shall be limited, for all causes combined, to the total amount paid by the Customer to CETIM for the Services.

Furthermore, CETIM shall not be held liable for any damage resulting from the Customer's failure to fulfil any of its obligations or from the misuse of the Software or the Database in relation to CETIM's documentation and/or instructions, or from the publication, interpretation or dissemination of inaccurate, false or incomplete information provided by the Customer.

ARTICLE 9 • PLEA OF NON-PERFORMANCE

CETIM also reserves the right to suspend the performance of any Services in progress, regardless of their nature and stage of completion, arising from the General Terms and Conditions or, more generally, from all contractual documents, such as the provision of software, if, at the end of a period of 1 (one) month following formal notice to pay an invoice that has fallen due, sent by registered letter with acknowledgement of receipt, the invoice remains wholly or partially unpaid.

The suspension of performance shall take effect immediately upon receipt by the Customer of a notice of default sent to the Customer for this purpose by CETIM stating its intention to apply this article until the Customer has remedied the failure, served by any mean providing proof of dispatch. This suspension shall not give rise to any compensation for the Customer.

The Customer may also refuse to fulfil any obligations, even if they are due, if CETIM fails to fulfil any of its obligations and if such failure is serious enough, i.e., likely to jeopardise the continuation of the contract or fundamentally disrupt its economic balance.

ARTICLE 10 • TERM – TERMINATION

10.1. Term of the Customer's commitment

The term of the Customer's commitment is specified in the commercial proposal and/or in the Technical Proposal.

Some provisions of the General Terms and Conditions are, by nature, intended to remain in force after the expiry or termination of the General Terms and Conditions. These include, but are not limited to, the provisions of the articles relating to "Personal Data", "Intellectual Property Rights", "Liability", "Confidentiality", and "Applicable law and jurisdiction".

10.2. Termination

Where there is a serious breach of contractual obligations by a Party, such as failure by the Customer to pay invoices or the use of the products by the Customer in a manner that does not comply with the General Terms and Conditions, the other Party shall lawfully be entitled to terminate the General Terms and Conditions and, more generally, all Contractual Documents, without legal formalities, after (i) an amicable reminder followed by (ii) formal notice to the defaulting Party, by registered letter with acknowledgement of receipt, which has remained partially or fully unheeded for a period of 30 (thirty) calendar days. Such termination shall be without prejudice to any damage that the injured Party may claim. The exercise of this right of termination shall not release the defaulting Party from fulfilling its obligations under the General Terms and Conditions and, more generally, under the Contractual Documents until the date on which the termination takes effect. Any amounts paid by the Customer prior to the effective termination hereof, for any reason whatsoever, shall inure to CETIM.

If the Customer is hosted by CETIM, CETIM undertakes to return the Customer's data by a method agreed between the Parties on the date of termination of the contract.

Termination shall result in the immediate withdrawal of the Customer's access to the Software and/or the Databases and/or the Associated Services.

ARTICLE 11 • INSURANCE

CETIM certifies that it holds an insurance policy covering its third-party liability and that of its staff. Upon request, CETIM will provide the Customer with a copy of this insurance certificate.

ARTICLE 12 • PERSONAL DATA

12.1. Protection of the Customer's and Users' Personal Data

The Customer and CETIM undertake to comply with the applicable personal data protection Regulation.

CETIM is required to process the Personal Data of the Customer and any User in order to enable the proper performance of the Services and, more generally the proper fulfilment of the General Terms and Conditions. This information is strictly confidential and intended exclusively for CETIM.

CETIM expressly undertakes to process this Personal Data in strict compliance with the applicable personal data protection Regulation.

Accordingly, CETIM represents that it has implemented the appropriate technical and organisational measures to safeguard the security and confidentiality of the Personal Data it collects in connection with providing the Service and, where applicable, to use data processors offering the same level of safeguards as required by the applicable personal data protection Regulation.

Pursuant to the applicable personal data protection Regulation, all Users have rights of access, rectification, restriction, erasure and portability with regard to their Personal Data. Users also have the right to file a complaint with the French Data Protection Authority (*Commission Nationale de l'Informatique et des Libertés*) if they believe that the processing carried out by the Service Provider violates their Personal Data. However, as the performance of the Services requires that the Personal Data of Users and the contact person identified by the Customer be processed, such persons are informed that they do not have the right to object to the processing of their Personal Data by CETIM, except in the event of termination of the General Terms and Conditions as provided for in Article 9.2 above. Users' rights over their Personal Data may be exercised at any time by contacting CETIM's data protection officer or any other person named by CETIM as the point of contact for such matters.

The Customer undertakes to inform Users of their rights and how to exercise them in accordance with the provisions of the General Terms and Conditions.

12.2. Subcontracting of personal data processing operations

As defined by the applicable personal data protection Regulation, the Customer is the Data Controller in relation to the processing of Data carried out in connection with the Use of the Software. As such, the Customer undertakes to process the Data in strict compliance with the applicable personal data protection Regulation. CETIM may need to access the Data and process it for the purposes of providing the Services. In this respect, CETIM acts as a data processor as defined by the applicable personal data protection Regulation.

As data processor, CETIM is liable towards the Customer for compliance with the following obligations and shall ensure that its personnel complies therewith:

- (i) Processing the Data strictly for the purposes of performing the Services, and acting only on written documented instructions from the Customer, unless required to do so by Union or Member State law to which CETIM is subject; in such a case, CETIM shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (ii) Keeping the Data confidential and ensuring that persons authorised to process such Data, especially Personal Data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iii) Implementing and maintaining appropriate security measures as part of performing the Services in compliance with applicable personal data protection Regulation. These measures are intended to (i) protect the Data against destruction, loss, alteration, unauthorised disclosure to third parties, (ii) restore the availability and access to the Data in a timely manner in the event of a physical or technical incident;
- (iv) Not using the Data for other purposes than those provided for in this article and not retaining Data beyond the period for performing the Service outlined in the General Terms and Conditions or any other period specified by the Customer;
- (v) Not granting, leasing, transferring or otherwise disclosing to a third party, all or part of the Data, with the exception of authorised sub-processors and subject to CETIM's legal obligations;
- (vi) Not outsourcing the performance of the Services involving the processing, in whole or in part, of Data, nor replacing the sub-processor, without the prior written consent of the Customer. In any case, CETIM warrants that any sub-processor it engages shall offer the same guarantees as those laid down

in this article, as regards the implementation of appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the applicable personal data protection Regulation, and protects the rights of data subjects. Where that other processor fails to fulfil its data protection obligations, CETIM shall remain fully liable to the Customer for the performance of that other processor's obligations;

- (vii) Assisting the Customer in responding, within the time limits and under the conditions set out in the applicable personal data protection Regulation, to any request to exercise a right, request or complaint from a data subject or a data protection authority or any other regulator. CETIM shall use its best efforts to implement the appropriate technical and organisational measures that the Customer may require in this regard. These additional services shall, where applicable, be covered by a separate service proposal, which the Customer acknowledges and accepts;
- (viii) Assisting the Customer in conducting privacy impact assessments and, where applicable, in consulting the supervisory authority in advance when required. The Customer acknowledges and agrees that any assistance provided in this context shall be covered by a separate service proposal from CETIM;
- (ix) Making available to the Customer, subject to compliance with a non-disclosure undertaking, all information needed to demonstrate compliance with the obligations laid down in this article and allowing for and contributing to audits, including inspections;
- (x) Not transferring the processed Data to countries outside the European Economic Area that have not been recognised by the European Commission as providing an adequate level of protection (i) without first obtaining the express written consent of the Customer and (ii) without implementing legal instruments recognised as appropriate by the applicable personal data protection Regulation to govern the relevant transfer(s). In the event that CETIM uses a sub-processor set up outside the European Economic Area in accordance with the provisions of paragraph (vi) above, the Customer authorises CETIM to enter into, on its behalf, standard contractual clauses adopted by the European Commission in its decision C(2010)593 of 5 February 2010, as updated, amended, replaced or repealed at any time by the European Commission;
- (xi) Notifying the Customer as soon as possible after becoming aware of the Data breach. The notice shall be sent together with all relevant information enabling the Customer to assess the extent of the Data breach and, if necessary, to notify the relevant supervisory authority and/or the data subjects, and to assist in taking any action to address the data breach;
- (xii) Immediately informing the Customer if CETIM considers that an instruction given is in breach of the applicable Personal Data Protection Regulation.

ARTICLE 13 • CONFIDENTIALITY

The Customer and CETIM undertake, throughout the term of the Contractual Documents and for a period of 2 (two) years following the end of their contractual relationship to ensure that the Confidential Information of the other party:

- (i) Is protected and kept strictly confidential and is handled with the same care and protection as it applies to its own confidential information of similar importance, and especially is stored in a secure location;
- (ii) Is disclosed internally only to personnel on a need-to-know basis and is used by them only in connection with the performance of the Services;

- (iii) Is not used, in whole or in part, for any other purpose than the performance of the Services;
- (iv) Is not disclosed or made available, either directly or indirectly, to any third party;
- (v) Is not copied, reproduced or duplicated, in whole or in part, by persons other than those mentioned in this clause, where such copying, reproduction or duplication has not been authorised by the party disclosing the Confidential Information.

However, the following information shall not be considered as Confidential Information. Information that:

- (i) Was already published or made public by any other means, at the time of receipt;
- (ii) Has, after disclosure to the other party, been published or made public other than through the act or negligence of the party to which it was disclosed;
- (iii) Was, at the time of its disclosure by one Party, already lawfully in the other party's possession, provided that this can be proven in writing;
- (iv) Was lawfully acquired from a third party not bound by any confidentiality obligation, provided that this can be proven.

ARTICLE 14 • MISCELLANEOUS PROVISIONS

14.1. Entire agreement between the Parties

The Contractual Documents listed above express the entire agreement between the Parties and supersede all prior written or oral proposals, communications or agreements relating to the subject matter hereof.

14.2. Severability

Should one or more provisions of the General Terms and Conditions be held to be invalid or unenforceable pursuant to a law regulation or further to a final decision by a court with jurisdiction, the other provisions of the General Terms and Conditions shall nevertheless retain their full force and effect.

14.3. Contractual indivisibility

The Contractual Documents defined above in Article 1 of the General Terms and Conditions represent an indivisible whole forming an interdependent contractual whole.

14.4. No waiver

The failure by either Party to invoke a breach by the other Party of any of the obligations set out in the General Terms and Conditions shall not be construed in the future as a waiver of the obligation in question.

14.5 Force Majeure

The Party relying on a force majeure event, as recognised by the French Courts, shall notify the other Party as soon as possible by any means confirmed in writing, specifying the circumstances giving rise to the force majeure event, the nature, duration and foreseeable effects of said force majeure event on the fulfilment of the Order. The obligations of the Parties shall be suspended for the duration of the force majeure event and shall resume upon its termination. If the performance of the order is interrupted due to a force majeure event lasting longer than 1 (one) month, either Party may send the other Party notice by registered letter with acknowledgement of receipt of the immediate termination of all or part of the Order, without either Party being liable for compensation.

ARTICLE 15 • APPLICABLE LAW AND ALLOCATION OF JURISDICTION

The General Terms and Conditions are governed by French laws and regulations. The Customer and CETIM shall use their best efforts to settle amicably and in a spirit of cooperation any difficulties that may arise in relation to the validity, interpretation or performance of their relationship.

If no amicable solution is reached within 45 (forty-five) calendar days of the date of the notice sent by one Party to the other Party of the difficulty faced, and in the absence of an extension accepted by all Parties, disputes shall be subject to the jurisdiction of the courts of SENLIS.