

## END-USER LICENSE AGREEMENT

### CONFIGURATION PACKAGE - AWS MARKETPLACE

*Version in force as of May 1, 2024*

#### PREAMBLE. - PRELIMINARY DECLARATIONS

These general terms and conditions of services (hereinafter the "**GTC**") and their appendixes are made by and between LEANSPLACE, a company duly organized under the laws of France, having its registered office at 4 rue de la Haye 67300 Schiltigheim, France ("**LEANSPLACE**") and the Customer subscribing to the provision of the Platform and associated Products. LEANSPLACE and the Customer are individually referred to as a "**Party**" or collectively as the "**Parties**".

LEANSPLACE has developed a cloud application development platform (the "**Platform**"), containing generic building blocks of space software (the "**Products**"), which enables the Customer to build, develop, run, use and manage its own space software solution, unify its Data and connect its Users and other teams (the "**Customer's Solution**"). A description of the Platform and Products is available on LEANSPLACE's website <https://www.leanspace.io/products> and upon request.

'**Configuration Package**': The Customer has subscribed to a special package tailored to be made available through the AWS marketplace. This package, named Configuration Package, enables the Customer to effortlessly configure and manage its space assets with the LEANSPLACE Platform; from satellites and ground stations, to ground networks and launchers.

The Configuration Package includes:

- One configuration environment, with unlimited users
- Access to all Products
- Access through the configuration console through a web browser
- SaaS service

The Configuration Package usage and data is restricted to non-production efforts (no operations, no rigorous testing).

The Customer acknowledges and expressly agrees that LEANSPLACE provides generic infrastructures and tools to the Customer, without any knowledge, expertise and/or control over the activity of the Customer and/or the Customer's Solution that will be fully or partially developed on the Platform.

The Customer represents and warrants being an acknowledged and competent professional in its field of activity, with all necessary skills and expertise to use with due diligence and care the Platform and the Products when building, developing then running, using and managing the Customer's Solution on the Platform and/or on the Customer's own environment.

The Customer expressly acknowledges and declares that before subscribing to the Platform and Products, it has read and understood the following provisions. By subscribing to the Platform and Products, the Customer is deemed to have read and understood these GTC and agreed without any reservation to their terms.

These GTC enter in full force as from the date stated as Effective Date. Special Conditions may override specific Articles in the GTC, as agreed in writing and signed between the Parties. When Special Conditions are terminated, these GTC will be fully applicable again.

#### ARTICLE 1. - DEFINITIONS

In the GTC, in addition to the defined terms in the Quote, the following capitalized terms shall have the following meaning:

- i. **Agreement:** refers to these GTC, including their preamble, the applicable Product Listing (Configuration Package), and the Quote (if any), and any appendices and supplementary agreements they may have.
- ii. **Asset:** refers to the hardware vehicle (device, equipment, etc.) run, operated and/or monitored by the Customer's Solution.
- iii. **Customer:** refers to all professionals, whether a natural person or legal entity, registered in the trade and companies register, or any equivalent commercial register, identified as a client of LEANSPLACE in the Quote and using the Platform and Products on its behalf or on behalf of its own clients.
- iv. **Quote:** refers to the document signed between the Parties, describing the terms and conditions of the provision of the Platform and one or several Products subscribed by the Customer, the technical, operational and pricing terms, agreed between the Parties.
- v. **Data:** refers to any type of information, data or content, which might include personal data, processed by a User on the Platform, when using the Products and/or building the Customer's Solution.
- vi. **Effective Date:** refers to the date of the Customer's purchase of the corresponding Subscription.
- vii. **Intellectual Property Rights:** refers to all intellectual property rights, under any legal theory, worldwide, including, without limitation, copyrights, trademarks, patents, know-how, designs, software, domain names and rights on database, whether or not registered, as well as associated goodwill.
- viii. **User(s):** refers to the natural person who uses the Products provided on the Platform, directly or through the Customer's Solution, who are employed by the Customer or by a third party dealing with the Customer and, authorized by the latter to use all or part of the Platform, the Products and/or the Customer's Solution, regardless of their location, and the methods of access.
- ix. **Product Listing:** means the description of Platform and/or Products information listed on the AWS Marketplace and offered by LEANSPLACE.
- x. **Subscription:** means a Platform and/or Products subscription for a specific use capacity purchased by the Customer and fulfilled by LEANSPLACE for the licensing and provision of the Platform and/or Product.

## ARTICLE 2. - PROVISION OF THE PLATFORM

The Products are made available to the Customer via the LEANSPLACE Console through a web browser, as a SaaS Subscription. If the Customer would require access to the APIs (Application Programming Interface) and SDKs (Software Development Kits), in order to develop and run the Customer's Solution, an additional Quote would need to be signed by the Customer and LEANSPLACE.

LEANSPLACE will provide the Platform and/or Products to the Customer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. LEANSPLACE will provide the Customer access credentials and passwords necessary for access and use of the Platform and/or Products via the SaaS service.

LEANSPLACE provides a fully managed service to the Customer. LEANSPLACE is responsible for both the service management and the provision of the infrastructure.

The Platform will be made available to the Customer and Users on a SaaS mode, on the servers provided to LEANSPLACE by Amazon Web Services.

LEANSPLACE is only bound by a duty to exercise skill and care relating to accessibility, operation and availability of the Platform and the Products. LEANSPLACE will use its commercially reasonable efforts to:

- Ensure that the hosting provider implements and maintains the highest reasonable standard of security measures to protect the physical and logical security of the servers on which the Platform is hosted and the

integrity of their network and their servers against any external malicious act or any known computer attack; and

- Implement and maintain the Platform's security and confidentiality measures. These measures include Data encryption and aim to (i) protect Data against their destruction, loss, alteration, disclosure to unauthorized third parties and (ii) ensure the restoration of availability of Data and access to them in a timely manner in the event of a physical or technical incident. LEANSPLACE also sets up a procedure aimed at regularly testing, assessing and evaluating the effectiveness of the aforementioned security and confidentiality measures for ensuring the security of the processing.

In the event of infrastructure failure, LEANSPLACE will do its utmost to restore the service as soon as possible, within the limits of service level commitments made by the hosting provider, following notification of the failure by the Customer.

Backups of the Data are regularly made by LEANSPLACE, in accordance with the standards of industry, but at least every twenty-four (24) hours. Notwithstanding the foregoing, it is reminded that the Products are meant to be included in the Customer's Solution. Therefore, the Customer undertakes to make regular incremental and full backups of the Data, and to use suitable and secure backup media. The Customer is ultimately responsible for implementing the backup strategies that best support their business needs, using the tools and features provided by the Platform, and any other that may be required to meet the requirements for each use-case. The liability of LEANSPLACE cannot be held in case of loss of Data if the Customer does not comply with its obligations hereunder.

### **ARTICLE 3. - LICENSE GRANT**

All the rights, titles and interests related to the Platform, the Products and to LEANSPLACE, its documentation, names, distinctive signs and logos, and associated Intellectual Property Rights, are and remain the exclusive property of LEANSPLACE. This Agreement does not confer to the Customer any right or interest on them, but only a limited license right to the Platform and the Products under the conditions set out below.

Subject to the payment of all due fees, LEANSPLACE grants to the Customer, who accepts, for the duration of the Subscription by the Customer to the provision of the Platform and associated Products, a non-exclusive, worldwide, non-assignable, non-transferable, non-sublicensable license to access and use the Platform and Products. This license is strictly personal, and the Customer may not assign, transfer or delegate the rights or obligations which it holds under the license without the prior written agreement of LEANSPLACE. For the avoidance of doubt, this license includes access and use by the Customer of the Platform and Products on behalf of its own clients and by any User.

The Customer expressly refrains from, neither shall the Customer allow a User or a third party (e.g. its clients) to do the following, without the prior written consent of LEANSPLACE:

- Practicing reverse engineering, decompiling or disassembling any software product LEANSPLACE gives access to;
- Modifying, altering, adapting or making any change whatsoever to the presentation and content of the Platform, computer program(s) and software solution(s), trademark, trade name, logos etc., placed on the Platform, its presentation, or removing the identification and ownership wording of the Platform, including the names of the contributors;
- Performing any reproduction, translation, adaptation or arrangement of all or part of the Platform; and
- Rent, sublicense, sell or transfer the Platform to a third party.

For the avoidance of doubt, the preceding paragraph does not limit developing, running, using and managing of the Customer's Solution by the Customer's own clients and any User.

The Customer retains all rights, titles and interests in Intellectual Property Rights owned by it at the Effective Date and shall be the sole and exclusive owner of any Intellectual Property Rights later developed by it outside the scope of this Agreement and without use of LEANSPLACE confidential information, within the meaning of Article 8, and in any and all Intellectual Property Rights relating to Customer's Solution. Any new Intellectual Property Rights generated by the

Customer or discovered by the Customer in the framework of the performance of this Agreement shall be the exclusive property of the Customer.

Neither this Agreement, nor the use of the Platform or Products by Customer, does confer any rights, titles and interests in the Customer's Intellectual Property Rights to LEANSPLACE. Notwithstanding the foregoing and subject to LEANSPLACE complying with its obligations under this Agreement, the Customer grants LEANSPLACE, for the duration of the Subscription by Customer to the provision by LEANSPLACE of the Platform and associated Products, a limited, non-exclusive, worldwide, non-assignable, non-transferable and non-sublicensable license to use the Customer's Intellectual Property Rights solely to the extent necessary to perform its obligations under this Agreement.

#### **ARTICLE 4. - EXPORT CONTROL OBLIGATIONS**

Export control laws and regulations of France and the EU, and any other relevant local ones, apply to the provision of the Platform and Products. The Customer agrees that such laws and regulations govern access to and the use of the Platform and undertakes to comply with them.

No data, information, software programs and/or materials resulting from the Platform and the Products will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological and missile weapons.

The Customer represents and warrants that the Products will not be intended, in their entirety or in part, for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons.

If necessary for the export control due diligence, the Customer might need to provide information on its clients (end users), final destination and intended end-use, amongst others. In case a business transaction is subject to official approval, LEANSPLACE will be entitled to delay access to the Platform and/or all or part of the Products until an export license has been granted, or to cancel the corresponding individual contract if such approval is not provided. In such cases, LEANSPLACE will not be liable for delayed performance or non-performance.

#### **ARTICLE 5. - CLIENT'S OBLIGATIONS**

##### **5.1. General commitments**

The Customer is the sole expert and has the sole and exclusive control and responsibility over the development, management, exploitation and/or use of the Customer's Solution construed with the Products, the connection of the Customer's Solution with an Asset, the activation of one or more functions on the Customer's Solution and/or the Asset, etc. Operational decision making (what decision and how the decision is taken) remains the sole and exclusive responsibility of the Customer, which shall instruct its Users to make all necessary verifications and tests on the Customer's Solution and/or the Data before taking any decision.

The Customer is informed that a business in space operations may have impacts such as, without this list being exhaustive:

- Deterioration or loss of the Asset, with or without consequences on the physical integrity of human beings and/or tangible or intangible property;
- Misappropriation of the Asset for unlawful purposes, with or without offense to the physical or mental integrity of human beings and/or tangible or intangible property;
- Misappropriation of Data for unlawful purposes, with or without offense to the physical or mental integrity of human beings and/or tangible or intangible property;
- Degradation of the performance, malfunction or failure of all or part of the Customer's Solution;
- Degradation, malfunction or failure of all or part of the Customer's information system;
- Degradation of the project for which the Customer's Solution has been implemented;

- Extension of timelines (connection, software response time, deliverables, project, etc.);
- Loss of intellectual property;
- Degradation or loss of Data;
- Consequential damages: loss of business, loss of profit, loss of clients, loss of image, etc.

The Customer is informed that these risks may arise whether it uses the Platform or not, and whether the Customer has properly used the Products or not. Running the Customer's business on the Platform will not mitigate these risks and does not release the Customer from its own liability.

The Platform and Products shall be used solely under the Customer's control and direction. Customer's liability regarding the use of the Platform and Products is subject to Articles 5.4 and 11. The Customer represents that it has all necessary rights, titles, licenses and/or authorizations to lawfully access and use the Platform and Products and that it is under no restriction or prohibition decision from a governmental authority for the access and use of the Platform and Products for its benefit or the benefit of a third party.

The Customer commits in good faith to:

- comply with the stipulations of the subscribed license and, more generally, adhere to all the stipulations in this Agreement;
- cooperate with LEANSPLACE, by appointing qualified staff who may also act as contact points with LEANSPLACE;
- provide LEANSPLACE, before the start of the subscription to the Products, with the necessary information to fulfill its obligations;
- strictly apply the instructions given by LEANSPLACE for the proper use of the Platform and/or the Products;
- pay the fees for the licenses provided by LEANSPLACE; and
- if applicable, provide LEANSPLACE with access to software, including remotely, by providing useful login details, so that LEANSPLACE may perform its support services under the conditions provided for under this Agreement.

The Customer shall consequently be liable, although this list is not restrictive, for:

- The conception and architecture of the Customer's Solution, the validation of all development stages of the Customer's Solution and its final integration in the Customer's environment;
- The implementation and maintenance of all effective security measures intended to protect its infrastructure, Data and systems (whether hosted on the Platform or outside the Platform), equipment, application packages, applications and passwords against all virus and intrusions, accidental or unlawful access, use, hacking, phishing, spamming and/or other kind of misappropriation or diversion, subject to Article 3;
- The compliance with the technical prerequisites that may be given by LEANSPLACE;
- The errors committed in using the Platform;
- The use of the authentication resources allowing access to and use of the Platform; and
- The regular export and back-up of the Data processed through the Platform.

## 5.2. Authorized Users

It is expressly agreed between the Parties that, bearing in mind the nature and purpose of the Platform, the Customer shall authorize the access and use of the Platform only to Users:

- Acting in their capacity of professionals;
- With strict confidentiality and loyalty obligations towards the Customer;
- Who have not been prosecuted and/or convicted for acts of misappropriation, computer hacking, fraud, and/or undermining national security; and
- Having all due and necessary skills, knowledge and expertise to use the Products properly, to develop the Customer's Solution in accordance with all regulations, industry standards and state of the art applicable to the Customer's field of activity, and to process the Data and take all decisions regarding the Assets running with the Customer's Solution and based on the Data, with all professional judgment and all due diligence and care required, in a manner that will constantly and systematically be consistent with applicable professional and industry standards and in conformance with the international and national legislation applicable to the Customer's activity.
- Who are employed by the Customer or, in the case of being employed by a third party, the Customer shall seek approval by LEANSPLACE in writing and provide proof that the Users from the third party are bound towards the Customer and LEANSPLACE to an obligation of confidentiality at least as stringent as that stipulated in these GTC.

It is the responsibility of the Customer to ensure that no unauthorized person has access to the Platform.

### **5.3. Restrictions of use**

It is strictly prohibited to:

- Give access to the Platform and/or use the Products for the benefit of a third party located in a country under international restrictions, sanctions and/or embargo;
- Give access and/or use the Product for the benefit of a third party that has been determined to present security risks by countries regulations and/or whose names are contained in lists published by various government entities (e.g. in the EU, the USA or Canada) and to which exports are prohibited;
- Cause interference with the Platform and the Products, or to access the Platform using a method other than the one instructed by LEANSPLACE, given to them to undertake illegal, discriminatory or fraudulent actions, or actions impairing the rights or security of third parties;
- Access and use the Platform and/or the Products for illegal purposes, including, without limitation, public order offense nuclear, chemical, biological or missile weapons acts of terrorism;
- Assist and/or encourage, in any form and in any manner whatsoever, with or to one or more of the above-described acts; and
- And, in general, do all practices involving misuse of the Platform and/or Products, for purposes other than those for which they have been designed.

If the Platform is used by a User in a manner not in accordance with these GTC, and particularly this Article 5.3, or more generally in the event of a breach of the applicable laws and regulations, LEANSPLACE reserves the right to suspend the access to the Platform and/or Products in accordance with Article 9.3.

LEANSPLACE shall be able to apply this suspension or termination without prejudice for all other rights, actions and remedies which it may have for the purpose of compensating any loss which it may have suffered as a consequence of these breaches.

### **5.4. Indemnification**

The Customer shall indemnify and hold harmless LEANSPLACE, its officers, directors, employees, agents, successors and assigns, from and against any and all losses, demands, claims, liabilities, damages, fines, costs and expenses (including court costs and reasonable attorneys' fees and expenses) arising out of or resulting from (a) bodily injury,



death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of the Customer or its authorized Users in connection with the use of the Platform and/or the Products, and/or more generally this Agreement; and/or (b) Customer's breach of any representation, warranty or obligation under these GTC, except to the extent such losses are determined to have resulted solely from the gross negligence or intentional misconduct of LEANSPLACE seeking indemnity hereunder. This indemnification and hold harmless clause is subject to LEANSPLACE immediately notifying the Customer of any claim falling within its scope of application and providing the Customer with all and any not privileged information requested by Customer on any such claim, to the extent permitted by law.

## **ARTICLE 6. - COOPERATION BETWEEN THE PARTIES**

The Parties undertake to cooperate closely, as far as they are able, and in perfect good faith, to enable satisfactory performance of the Contract. The Parties undertake in particular to keep one another informed, and to communicate to one another, spontaneously, all events, information or documents which may be effective for satisfactory use of the Platform, and more generally for satisfactory performance of the Contract.

If the Customer wishes to undertake an audit of the Platform, this audit must be undertaken at the Customer's exclusive costs and expense, and comply with the following terms: (i) the auditor commissioned by the Customer must not under any circumstances be a direct or indirect competitor of LEANSPLACE, (ii) the Customer must give notice of at least fifteen (15) working days before conducting the audit, and notify its audit request to LEANSPLACE, giving details of the reasons for it, and its scope, (iii) the auditor shall be able to access only data and documents relating to the Platform, and not the source codes of the Platform or any other information relating to the Products and other services supplied by LEANSPLACE, or its activity, and (iv) the auditor must be subject to an obligation of confidentiality at least as stringent as that stipulated herein.

The Customer shall reimburse LEANSPLACE for all costs and expenses incurred by this audit, including the time dedicated to the audit, according to the average hourly rate of LEANSPLACE's staff who collaborated in the audit.

## **ARTICLE 7. - FINANCIAL TERMS**

### **7.1. Fees and invoicing**

LEANSPLACE offers a yearly subscription formula. Fees and charges for the provision of the Platform and Products are payable in advance.

The Platform and Products are made available under a fair usage policy. If LEANSPLACE detects an abnormal or excessive usage, LEANSPLACE reserves the right to limit their use accordingly.

LEANSPLACE may increase or add new fees and charges for any existing Products used by the Customer and any additional offerings, by giving at least 30 days' prior notice. Modifications of the fees and charges do not have a retroactive effect, and the Customer may then immediately terminate its use of the Platform and/or the Products if it does not agree with the new fees and charges. The continued use of the concerned Product after the effective date of any change will be deemed to be the Customer's agreement to the modified fees and charges regarding such Product. In case of termination by the Customer in accordance with this Article 7.1, no fees and charges shall be due in consideration for contractual obligations of LEANSPLACE that should have been performed, had this Agreement not been so terminated. Any fee due for the provision of the Services before the termination shall be due to LEANSPLACE and paid in accordance with this Article 7.

Prices are expressed in Euros, excluding taxes. As applicable, VAT shall be invoiced in addition, at the rate applicable at the date of the invoice.

Invoices issued by LEANSPLACE are payable in full, net of wire transfer and exchange expenses, if any, by the Customer within thirty (30) calendar days from their issue date, by wire transfer to the bank account set in the invoices. The Customer expressly accepts that the invoices shall be sent to it by email to the contact email for invoice purposes mentioned in the Quote or subsequently notified by the Customer.

## 7.2. Late payment penalties

Late payment penalties are due if payment is not made on the day following the date of payment shown on the invoice (for the avoidance of doubt, at least thirty (30) calendar days from the issue of the invoice, unless otherwise agreed in the Quote), the rate of these late payment penalties is 3 times the legal interest rate in force, but not more than 15%; a fixed compensation of 40 euros will be also due.

After formal notice sent by email remained unheeded, any breach of payment or late payment for any of the invoices within thirty (30) calendar days of the due date, LEANSPLACE reserves the right to suspend the Customer's License and/or subscribed Products suspended along with all or part of the access rights to the Platform's features. The Customer shall only have its enjoyment rights for the Platform and the Products returned once the Customer has settled all the sums due. Furthermore, if a late payment is not settled according to the above-mentioned conditions, LEANSPLACE shall be entitled to terminate this Agreement or effect any other legal proceedings to obtain compensation for the harm that it has suffered.

## ARTICLE 8. - Confidentiality

During the term of this Agreement and afterwards, each Party shall maintain the secrecy and confidentiality of, not disclose to any third party (excluding a Party's professional advisers subject to a corresponding obligation of confidentiality), and only use for the purpose of this Agreement any and all proprietary and/or non-public information (including, without limitation, any concept, industrial strategy, marketing plan, pricing or commercial information, meeting report, memorandum, analysis, pattern, design, prototype, sample, model, enhancement, improvement, development, methodology, manufacturing brand, software, package, know-how and the Customer's Solution, the Platform and the Products, whether or not this information is protected by Intellectual Property Rights, and this Agreement) disclosed to such Party by the other Party in connection with this Agreement, without the prior written consent of such other Party.

Information that has not specifically been designated as confidential will be treated as such when it may reasonably be considered to give a financial or competitive advantage to a third party or when its disclosure may constitute a financial prejudice for either Party under this Agreement.

Upon termination of this Agreement such confidential information shall, at the election of the disclosing Party, be returned to such Party or destroyed/erased, with written confirmation of such destruction/erasure.

Neither Party is liable for the illegal acts of third parties or any other activity outside of their control that may lead to the breach of the above confidentiality obligation. However, the non-disclosure obligation does not apply to the information:

- that was known by one of the Parties, which was not subject to a non-disclosure obligation, before it was sent by the other Party;
- which is legally obtained from the disclosing Party, this possession being without restriction of confidentiality towards the disclosing Party; (ii) is or becomes available to the public through no fault of the receiving Party; (iii) is received by the receiving Party in good faith from a third party having no duty of confidentiality to the disclosing Party; (iv) is required to be disclosed by law or court action (in which case the receiving Party shall immediately notify the disclosing Party to allow the disclosing Party the opportunity to oppose such disclosure); or (v) is developed independently by the receiving Party without relying on confidential information of the disclosing Party.

The burden of proof of showing that information falls within one of the exclusions above shall rest with the receiving Party.

Each Party shall procure the compliance of this confidentiality obligations by its personnel. Each Party shall require any external service providers potentially affected by the performance of its obligations, to sign a non-disclosure commitment guaranteeing the application of this Article 8. Either Party may request the other to provide a copy of these commitments. Each Party will assume any liability in the event of failure of its personnel or subcontractors to these obligations.

## ARTICLE 9. - TERM – TERMINATION



### **9.1. Term**

This Agreement will take effect on the date stated as Effective Date.

This Agreement will remain valid for one (1) year. This Agreement will therefore be automatically renewed for successive periods of one (1) year, unless one or the other Party terminates the Agreement by giving a three (3) months prior notice before each contractual term.

### **9.2. Suspension of the access to the Platform**

LEANSPLACE may suspend the Customer or any User's account or temporarily disable access to whole or part of the Platform and Products in the event of any good faith suspicion of illegal activity or breach of this Agreement, or requests by law enforcement authorities. LEANSPLACE may then decide to terminate a suspended or disabled Customer or User's account at its sole discretion. To the extent permitted by applicable law, LEANSPLACE shall notify in writing the Customer of its intention to terminate the Customer or any User's account at least 5 days prior to taking such actions and give the Customer the opportunity to be heard.

### **9.3. Termination for cause**

Each Party may terminate this Agreement by rights, due to the breach of any of the obligations incumbent on its counterparty, if the Party in breach does not resolve the breach within thirty (30) days from receiving the notice of the breach, sent by the other Party either by registered post with proof of delivery, without any further notice or legal formality being required, or by email to the Provider's, respectively the Customer/Customer's, email address mentioned in the contact details indicated in the Quote or in this Agreement, or any other email address notified for such purpose by the concerned Party to the other Party. Termination does not affect any other right or action that the Party injured by the breach of its counterparty may initiate, notably to seek any damages to which it may be entitled.

### **9.4. Effect of Expiry or Termination**

Any payment obligation arising from any ongoing Quote, prior to the termination must be paid by the Customer at the date of termination.

All provisions of this Agreement, which shall survive by their nature, such as confidentiality provisions, ownership provisions, warranty disclaimers, indemnification and exclusions of liability, will survive expiration or termination.

If this Agreement is ended for any reason whatsoever, access to the Customer's account will be closed.

LEANSPLACE will keep the Customer's Data, including the Customer's configuration of the Products, for a period of sixty (60) days following the expiry or termination of this Agreement, during which the Customer may ask for the Data to be exported. After this time, LEANSPLACE shall be entitled to delete the Data, without the Customer being able to claim any prejudice. Any provision of technical and/or operational assistance in the Data recovery requested by the Customer will be subject to a separate quote from LEANSPLACE.

## **ARTICLE 10. - DISCLAIMER OF WARRANTIES**

Except as expressly warranted herein, LEANSPLACE hereby expressly disclaims all other warranties, express, implied or statutory, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose or adequacy of the platform for the Customer's requirements and needs. The platform is provided "as is".

LEANSPLACE reserves the right to interrupt, suspend or limit access to all or part of the Platform, in the event of any good faith suspicion of illegal activity, unpaid due invoices, request from law enforcement authorities, or force majeure. The Customer expressly acknowledges that the above-mentioned suspensions, interruptions or limitations may occur at any time in accordance with Article 9.3, and that they shall not give rise to any obligation or any compensation payable to it.

It is reminded to the Customer that the Platform and the Products are standard tools and have not been specifically designed to meet the Customer's individual or specific requirements. LEANSPLACE has no knowledge, experience and/or control over the activity of the Customer and/or the use of the Platform and Products by the Users on behalf of

the Customer. LEANSPLACE cannot warrant the accuracy of the Data extracted, converted, processed and/or analyzed through the Platform. The Customer is solely liable for the integrity, accuracy and quality of the Data which Users incorporate and disseminate on the Platform and shall check that it is free of viruses and of all other components which may cause damage to the Platform.

Access to the Platform implies knowledge and acceptance of the characteristics and limits of the internet, in particular regarding technical performance, response times for consulting, querying or transferring information, risks of interruption, and more generally, the risks inherent in any connection and transmission on the internet, the level of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network. Subject to its obligations under Article 3, LEANSPLACE does not guarantee that the Platform, the Products or the servers will run without interruption or will be free at all times from viruses, worms, trojans or any other component liable to cause damage.

Notwithstanding the foregoing, LEANSPLACE, as part of the continuous improvement and evolution of the Products, following its own schedule of updates, and subject, when applicable, to the availability of fixes for security issues, shall provide bug fixes and maintenance releases as part of and following the terms of the subscription service, in order to address the Platform and/or the Product's failure, or security or confidentiality potential issues.

#### **ARTICLE 11. - LIMITATION OF LIABILITY**

The Customer expressly acknowledges having received from LEANSPLACE all the necessary information, allowing to assess the adequacy of the Platform to its needs and to take all the precautions necessary for its use.

The Customer expressly acknowledges that LEANSPLACE's Products are developed on a standard and generic basis, without dedicated specifications corresponding to the field of activity of the Customer. LEANSPLACE has no knowledge and control over the Customer's activity, skills and expertise of the Users and their use of the Products. In no event shall LEANSPLACE be held liable for any claims, actions, losses, liabilities, expenses, fines and/or damage, and in particular damage that may be caused to the Customer's Solution, the Assets running with the Customer's Solution, the Customer, its clients and/or any third-party resulting, arising from or in connection with the Products contemplated herein, except to the extent such losses are determined to have resulted solely from the gross negligence or intentional misconduct of LEANSPLACE in maintaining the Products and more generally the Platform.

The Customer is solely liable to third parties, with respect to the Customer's Solution and Data. The Customer is also liable:

- For ensuring the Customer's information and Data comply with public order, morality and existing legislation; and
- For complying with the Intellectual Property Rights associated with all Customer's Solution, intangible Assets, information and Data.

LEANSPLACE may only be held liable by the Customer if it has committed a proven contractual breach of its obligations under this Agreement. Neither Party to this Agreement shall be held liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement, suffered by LEANSPLACE, the Customer, Users or third parties, including but not limited to financial loss or operating losses, loss of Data, consequences of the decisions taken by the Users on behalf of the Customer, bad performance of the Customer's Solution.

In any event, if LEANSPLACE is held liable by the courts due to a proven fault, LEANSPLACE aggregate overall liability shall be expressly limited, for any cause whatsoever, at the direct and foreseeable harm suffered by the Customer, without exceeding the total amount of the Quote paid by the Customer over the past twelve (12) months, and on which the liability is held. Unless otherwise stipulated in this document, the Customer may not make any claim against LEANSPLACE twelve (12) months after the discovery of the event (or events) for which a potential liability was invoked.

#### **ARTICLE 12. - INSURANCE**

Each Party declares having and maintaining a professional civil liability insurance from a reputedly solvent insurance company to cover damage caused by its staff or agents during the performance of this Agreement.

In particular, the Customer declares having an insurance policy adapted to its field of activity and the risks relating to the Customer's Solution and Data, regarding their level of criticality and the consequences of their accidental or unlawful misappropriation, use, destruction (this list not being exhaustive).

It belongs to the Customer to subscribe and maintain an insurance covering the risks identified herein, at least for the duration of the subscription, depending on the legislation applicable to its activity. Such insurance shall include its suppliers and/or contractors, its affiliates, and their directors, officers, employees, and agents as an additional insured broadly for claims arising out of or in connection with these GTC.

#### **ARTICLE 13. - FORCE MAJEURE**

In order to benefit from the provisions of this Article 13, the Party wishing to invoke a force majeure event must, under an extinctive time limit, notify the other Party by email, as soon as it becomes aware of the occurrence of such an event. The Party affected must prove the external, unpredictable and irresistible nature of the event, which makes it impossible to carry out or continue to perform its obligations and shall demonstrate the impact of the event on the breach of its obligations. Throughout its duration, the force majeure event will suspend the performance of contractual obligations for the Party concerned. In any event, the Party affected by the force majeure event shall do everything in its power to prevent, eliminate or reduce the causes of delay and recommence the performance of its obligations as soon as the event has disappeared. If the force majeure event exceeds thirty (30) days as from the notice mentioned above, each Party shall be entitled to terminate this Agreement, automatically and without any other formality than sending the other Party a termination notice by email. No fees and charges shall be due in consideration for contractual obligations that were not performed due to a force majeure event and for contractual obligations of LEANSPLACE that should have been performed, had this Agreement not been so terminated.

#### **ARTICLE 14. - SUBCONTRACTING**

LEANSPLACE may at its own discretion, use one or more subcontractors (such as providers for cloud infrastructure and hosting) to perform its obligations under this Agreement. LEANSPLACE shall remain solely liable for the proper performance of its obligations by its subcontractors.

#### **ARTICLE 15. - PERSONAL DATA PROTECTION**

LEANSPLACE may process the personal data of the Customer and Users (name, role, professional contact details), whether directly communicated by the Customer or User itself/his/herself or indirectly, to manage their proper identification, access and use of the Platform and associated Products, for delivering, performing, maintaining and improving the services associated to the provision of the Platform and associated Products, for analytics purposes and, more generally to manage the contractual relationship between the Parties. This personal data is strictly confidential and intended for LEANSPLACE only.

LEANSPLACE undertakes to process the personal data of the Customer and Users in the strict respect of the European and national regulations applicable to the protection of personal data pertaining to the processing of personal data while executing this Agreement, and in particular Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 known as the "GDPR", French Law no. 78-17 of 6 January 1978 as amended and to the extent applicable. To that end, LEANSPLACE implements and maintains appropriate technical and organizational security measures of the Platform and the Products, as stated in Article 3 above.

LEANSPLACE undertakes not to sell, lease or transfer the personal data to third parties other than transferring the data to the hosting providers, for the purposes of performing its technical services for hosting and managing the Platform and its databases, under binding contractual conditions that shall not derogate from this Article 15 and excepting a legal or judicial obligation to disclose such personal data.

The Customer and Users have a right of access, rectification, limitation and portability of their personal data. The Customer and Users also have the right to object the processing of their personal data for commercial prospecting purposes by LEANSPLACE, the right to the erasure of their personal data under the conditions of Article 17 of the GDPR, as well as the right to file a complaint with the Data Protection Authority if they consider the processing operated by LEANSPLACE constitutes a violation of their personal data. Such rights may be exercised at any time by addressing an email to LEANSPLACE at the following address: [data-protection@leanspace.io](mailto:data-protection@leanspace.io).

#### **ARTICLE 16. - APPLICABLE LAW - JURISDICTION**

This Agreement is subject to French law, to the exclusion of any other legislation.

The Parties declare their intention to find an amicable solution to any difficulty that may arise concerning the validity, interpretation or performance of this Agreement. Failing to do so, the dispute will be brought before the courts of Strasbourg, France.

#### ARTICLE 17. - MISCELLANEOUS

**Independent contractors.** Each Party is a financially and legally independent legal person operating under its own liability. This Agreement does not constitute either a collaboration, a partnership agreement or an employment contract.

**Entire Agreement.** This Agreement forms the entire agreement between the Parties concerning the subject matter thereof and, in every respect, supersedes and replaces all other agreements, letters of intent, arrangements, understandings and/or proposals between the Parties, in particular the Customer's general terms of purchase, provided they cover the same purpose.

**Amendment.** Any amendment to this Agreement may only be made in the form of an amendment signed by both Parties.

**Assignment.** Neither Party may assign to a third party for any reason whatsoever, and in any form whatsoever, this Agreement or any of the rights and/or obligations contained within it, without the prior express written consent of the other Party. However, it is hereby accepted between the Parties that either may, subject to having informed its counterparty beforehand, transfer its rights and obligations under this Agreement, notably to one of its controlled subsidiaries, or the parent company controlling it. Notwithstanding the foregoing, the Customer expressly accepts that this Agreement and all rights and obligations arising therefrom for LEANSPLACE may be transferred by acquisition, merger, absorption, partial contribution of assets, change of control, transfer of all or part of the goodwill of LEANSPLACE.

**Tolerance.** It is expressly agreed that any tolerance or waiver by one of the Parties in the implementation of all or part of the obligations under this Agreement, whatever the frequency and duration, shall not amount to an amendment of this Agreement, nor generate any right.

**No waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**Severability.** If any provision of this Agreement is partially or fully canceled, the validity of the other clauses shall not be affected. In this case, the Parties must, if possible, replace this canceled provision with a valid provision that is in line with the spirit and purpose of this Agreement.

**References.** Each Party may reference the company name or brand of the other Party, as well as reproduce its logo and mention the purpose of the collaboration, provided it has obtained the prior written consent of the other Party for each use case.

**Notices.** Except otherwise stipulated, in particular with regard to Customer's contact email for invoice purposes, the Parties expressly agree that the communications between them may occur by any and all means, notably by email to the email addresses mentioned on letterheads, invoices and/or Quote or in any other document.

**Marketing and publicity.** LEANSPLACE can identify the Customer, and display its brand features in accordance with the Trademark Guidelines, on its website as well as within any written and/or electronic marketing material relating to LEANSPLACE. Additionally, the Parties agree to work collaboratively, when required, on joint marketing activities such as customer testimonials, social media announcements, press engagements, public speaking events, and analyst interviews.

**Modification of the GTC.** LEANSPLACE reserves the right to modify or update the GTC at any time to comply with the natural evolution of the Platform and/or Products, or with the law. As such, LEANSPLACE will notify the Customer by email or by making a service announcement with a prior notice of at least fifteen (15) working days. Modifications to the GTC do not have a retroactive effect, and the Customer may then immediately terminate its use of the Platform if it does not agree with the new GTC. The continued use of the Platform after the effective date of any change will be

deemed to be the Customer's agreement to the modified GTC. No fees and charges shall be due in consideration for contractual obligations of LEANSPACE that should have been performed, had this Agreement not been so terminated. All fees due for the provision of the Services before the termination of this Agreement shall be paid by the Customer at the date of termination.