

This End-User License Agreement (hereinafter referred to as the "EULA") governs the use, by the customer named in the Order (hereinafter referred to as the "Customer"), of the Software supplied by WALLIX, SARL with a share capital of €50,000.00, registered in the Paris Trade and Companies Register under no. 450 401 153, having its registered office at 250bis rue du Faubourg Saint-Honoré 75008 Paris, France and/or an Affiliated company mentioned in the Order (hereinafter referred to as "WALLIX"). The Customer and WALLIX are hereinafter individually referred to as a "Party" or together as the "Parties".

Prior to any use of the Software, the Customer acknowledges having read and accepted all the terms and conditions herein. Any Order placed by the Customer, including through one of WALLIX's authorized Partners, shall constitute unreserved acceptance of all the terms and conditions set forth herein.

The terms of this Agreement shall prevail over all other documents issued by the Parties, and in particular over any purchase conditions or specific order clauses of the Customer which have not been expressly accepted by WALLIX. In the event of contradictory provisions, only any special conditions appearing in a document duly signed by the Parties shall prevail over the present terms.

If a new version of the EULA is implemented by WALLIX, the Customer will be informed and will have a period of one (1) month to indicate its acceptance or refusal. In the event of refusal, the Agreement may be terminated at WALLIX's discretion and in advance, without penalty, after three (3) months' notice following the Customer's refusal of the new version. In the absence of refusal or express acceptance within one (1) month, the new version of the EULA will be deemed to have been accepted by the Customer.

1. DEFINITIONS

The capitalized terms and expressions below are defined as set out for each of them in this article, whether in the singular or plural.

"Affiliate(s)" : means any legal entity that controls, is controlled by, or is under the common control of either Party (with a holding of more than fifty percent (50%) of assets or capital, together with control of day-to-day operations).

"Authorized Partner": means any distributor and/or reseller authorized by WALLIX, pursuant to a distribution and/or resale agreement, to license the Software to the Customer under the terms and conditions hereof.

"Commercial Proposition": means the document issued by WALLIX specifying in particular the amount of the Royalty, the metrics, such as the number of Users and the number of Resources authorized, the duration of the Contract and the renewal conditions.

"Contract": refers to the contractual whole made up, in descending hierarchical order of value, of the Special Conditions agreed between the Parties, this EULA, and the Documentation. In the event of contradiction between documents of different rank, it is expressly agreed that the provisions contained in the document of higher rank shall prevail for obligations in conflict of interpretation.

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"Customer": means the legal entity identified in the Order for which WALLIX grants directly or indirectly, through the intermediary of one of its authorized Partners, a License to use the functionalities of the Software under the conditions of this EULA.

"Documentation": means the technical manuals for installation, use and information on the functionalities of the Licensed Software which are made available to the Customer on the Portal and in the Software, in several languages in an electronic format and which enable the Customer to configure and master the operation of the Software in addition to the present.

"Hardware": means any hardware, excluding any virtual machine hardware, which is supplied by WALLIX to the Customer and on which WALLIX has pre-installed the Software and which is supplied to the Customer under the conditions set out in the Hardware Sales Terms and Conditions.

"License": means the personal, non-exclusive and non-transferable right of the Customer, without the possibility of granting sub-licenses, to install and use the Software for its own internal management needs, in accordance with its intended purpose, its Documentation and this Agreement.

"Order": means a written document issued by the Customer to WALLIX or one of its authorized Partners ordering the Licensed Software. In the absence of a document issued by the Customer, the term "Order" means the Sales Proposal or quotation issued by WALLIX or one of its authorized Partners, duly signed by the Customer. Any Order accepted by WALLIX is firm and final.

"Portal": refers to the area dedicated to the Customer, accessible from the website <https://support.wallix.com>. The Portal gives the Customer access to information about the Software, as well as to the Support Service.

"Resources": means any technical equipment whose access is protected by the Software, such as network equipment, security equipment, a server, a Web administration interface, a database or an application that is identified in the Software by its IP address and accessible through said Software.

"Service Support": means support and maintenance services relating to the Licensed Software. The terms and conditions under which WALLIX provides support and maintenance services are set forth in the General Terms and Conditions of Maintenance and Support Services.

"Software": means any software product or package published by WALLIX and the accompanying Documentation, which is (i) licensed by WALLIX or through one of its Authorized Partners to the Customer hereunder and (ii) identified in the Customer's Order. Each Licensed Software consists, where applicable, of various modules and metrics set forth in the Special Terms and Conditions for which the Customer is licensed under this EULA.

"Special Conditions": means the specific contractual conditions indicated on the Sales Proposal, mentioning

the type of License, perpetual or by subscription, the metrics (number of authorized Users and resources), the duration of the Contract, the conditions for renewal of the Contract, and any specific conditions agreed between the Parties and which derogate from the EULA. The Special Conditions constitute the Order.

"User(s)": means a person authorized to connect to the Software either to administer it, or to access and/or manage one or more Resources protected by the Software. Users may be employees of the Customer, external service providers, such as consultants, agents and external subcontractors of the Customer who use the Software for the Customer's own needs, provided they are not competitors of WALLIX and that they comply with the present conditions concerning use of the Software as well as with the confidentiality and export obligations set out in this Agreement.

2. SUBJECT

The purpose of this EULA is to define the terms and conditions under which WALLIX, directly or through an Authorized Partner, grants the Customer a License to the Software, and under which the Customer uses such Software.

The Customer acknowledges that it has been provided with all relevant information, one or more demonstrations of the Software by WALLIX or by an authorized WALLIX Partner, and/or that it has had the opportunity to carry out tests as part of a trial version, enabling it to become acquainted with the functions and essential characteristics of the Software and to ensure that the Software is suited to its needs.

3. CONTRACT DURATION

Duration

This Contract is formed and takes effect on the date of signature.

In the case of a Perpetual License, the duration of the rights granted corresponds to the legal duration of copyright protection of the Software. Non-renewal, expiration of the term or termination of the Support Service has no effect on the validity and duration of the rights granted to the Software.

In the case of a Subscription License, the Contract is concluded for the Initial Term specified in the Special Conditions. Each period of performance of the Contract after the Initial Term constitutes an Additional Period. During any Additional Period, the Parties will have the same rights and obligations as those provided for the Initial Term. Unless terminated in accordance with the terms of the "Termination" article, (i) no termination for convenience is possible on the part of either party during the Term of the Licensed Rights or the Initial Term (or any Additional Period) and (ii) all sums due by the Customer during the Term of the Licensed Rights or the Initial Term (or any Additional Period) are payable by the Customer to WALLIX, as indicated in the Order. In the event of sale through an Authorized Partner, the sums due by the Customer shall be payable to the Authorized Partner in accordance with the conditions agreed with the latter.

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Tacit renewal

At the end of the Initial Term, if the Special Terms and Conditions provide for the tacit renewal option, the Contract will be tacitly renewed for successive Additional Periods of a firm and fixed duration identical to that of the Initial Term, unless terminated (i) at the initiative of either party, subject to compliance with a notice period of thirty (30) days prior to the end date of the Additional Period concerned, or (ii) under the conditions of the "Termination" article.

In the event of tacit renewal of the Contract, the amount of the Royalty will be increased by operation of law in accordance with the article "Price increases".

Renewal by addendum

At the end of the Initial Term, if the Special Conditions provide for the option of express renewal, the extension of the Contract must be the subject of the prior acceptance of an Addendum to the Contract for a new firm and determined term fixed in this Addendum and on the basis of a new Commercial Proposal from WALLIX mentioning the price of the Royalty and the conditions of use of the Software such as the duration of the Contract, the metrics, in particular the number of Users and Resources.

If no Endorsement is concluded between the Parties at the end of the Initial Term, neither Party may invoke any renewal of the Contract, which shall automatically terminate. WALLIX shall not be held liable for any interruption of the Contract resulting from non-renewal attributable to the Customer.

4. RIGHTS OF USE GRANTED TO THE CUSTOMER

Subject to full payment of the Royalty and compliance with the terms and conditions of the Agreement, WALLIX grants directly to the Customer a worldwide, non-exclusive, non-transferable and non-assignable license, subject to the provisions of the Article "Export Control Regulations and Dual-Use Goods", to install, access and use the executable form of the Software, solely for its own internal management needs, and within the strict limits specified in the Agreement.

The Customer shall ensure that Users authorized to access the Licensed Software comply with the terms, conditions, restrictions and limitations of this Agreement.

The Customer remains fully liable and releases WALLIX from any liability arising from the faults, errors and omissions of Users, in the context of the use of the Software, WALLIX being entitled in such a case to apply directly to the Customer for compensation for the loss suffered as a result in accordance with the Article "Liability" herein and/or to terminate this Agreement, in accordance with the Article "Termination" herein.

5. SOFTWARE DELIVERY MODE

The Software is delivered in executable object code, in the form of a download from the Portal or from a marketplace, delivery being deemed to have taken place



when WALLIX sends the Customer or authorized Partner the Order acknowledgement, which includes all the elements and instructions required to download and activate the Software.

If the Software is sold with the Hardware on which it is installed, it will be delivered as an integral part of the Hardware and the terms of delivery will be those applicable to the sale of Hardware specified in the Hardware Terms and Conditions.

Delivery of the Software, or in the absence of an acceptance report, putting the Software into production, constitutes acceptance.

The Customer or its authorized Partner shall be liable to WALLIX for the accuracy and updating of the information required for delivery of the Software, failing which WALLIX shall not be held liable for any delay or failure to deliver.

6. CUSTOMER OBLIGATIONS

The Customer acknowledges that the installation, configuration, deployment and integration of the Licensed Software into the Customer's own computer environment and systems, including any updates or new versions of the Licensed Software provided as part of the Support Service, will be carried out under the Customer's sole responsibility or, where applicable, with the assistance of one of WALLIX's authorized Partners, in accordance with good engineering practice, the Documentation relating to the Licensed Software and any specific recommendations communicated in writing by WALLIX or one of its authorized Partners.

The Customer is responsible for the supply, installation and maintenance of the computer environment in which the Licensed Software will be installed, as well as for the supply of any other hardware or software necessary for its proper operation (collectively the "System"), and for the provision of an appropriate operating environment in accordance with the terms specified by the suppliers or manufacturers of the System components. WALLIX is not responsible for the installation, sizing, configuration, performance or any other operation of the System, and the Customer shall look solely to the suppliers or manufacturers of the System components with respect to such matters. The Customer acknowledges that Software updates may require upgrades of certain System components, as indicated in the Documentation for such updates, to ensure optimum performance, and that the Customer is solely responsible for obtaining such software and hardware upgrades.

7. RESTRICTIONS ON USE

Except as expressly authorized hereunder, the Software shall only be used for the processing of the Customer's own internal operations and no third party shall be permitted to use or access the Software without the prior written consent of WALLIX.

The Customer shall refrain from, and shall prohibit all Users from, any type of use not expressly provided for by law or not expressly authorized under this Agreement, and in particular :

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- (i) use the Software otherwise than in accordance with this Agreement;
- (ii) distribute, redistribute, sublicense, transfer, assign, share, sell, lease, loan or grant a security interest in the Software ;
- (iii) disassemble, reverse engineer, decompile or otherwise attempt to derive the source code of the Software or any of its components, except as specifically permitted by law;
- (iv) remove, alter or conceal any product identification, copyright, intellectual property notices or other marks on or in the Software as well as patents, trade secrets and/or legal notices;
- (v) modify or create a derivative work of any part of the Software ;
- (vi) copy or reproduce the Software or any component thereof, except as expressly provided in this Agreement;
- (vii) correct, or have corrected by a third party, any anomalies or errors in the Software without the prior written consent of WALLIX ;
- (viii) use the Software in a manner that infringes the intellectual property or other rights of WALLIX or any other party;
- (ix) access the Software to build a competitive product or service or to copy features, functions or graphics of the Software or ;
- (x) integrate the Software into a "service bureau" or "outsourcing" type offer.

8. INTELLECTUAL PROPERTY

WALLIX is and shall remain the exclusive owner of all intellectual property rights on and relating to the Software, including all components and adaptations that may be made subsequently to the Software.

In this respect, the Customer acknowledges that the License granted hereunder does not have the effect of conferring upon the Customer any title whatsoever in relation to the Software or any copy thereof, but only a limited right of use in accordance herewith.

WALLIX reserves the right to act, including after an audit as provided in Article "Audit" hereof, to prohibit or stop any unauthorized use of the Software by the Customer, including but not limited to claims for injunctive relief and damages or any other means permitted by law.

WALLIX warrants to the Customer the peaceful enjoyment of the Software. In this respect, to the best of WALLIX's knowledge at the Effective Date, the Software does not infringe the intellectual property rights of any third party.

WALLIX will defend or assume any action brought by the Customer if such action is based on a claim that the Software infringes the copyrights of a third party, and will hold the Customer harmless from any final judgment rendered in the last instance by a court of competent jurisdiction, provided that :

- (i) the Customer shall promptly notify the Company in writing of any claim of infringement or of any statement made prior to such claim;

- (ii) the Customer grants WALLIX the exclusive mandate to act or settle;
- (iii) WALLIX is in a position to defend its own interests and those of the Customer, and to this end, that the latter loyally collaborates in the said defence by providing all the elements, information and assistance necessary to carry out such a defence.

Under this warranty, WALLIX may, at its own expense:

- (i) Either obtain for the Customer the right to continue to use the Software; Or replace or modify the Software so as to remove any infringing component;
- (ii) Or, if neither of these two options can be implemented, reimburse the Royalties paid under the Perpetual License on the basis of an amortization calculated from the date of delivery of the Perpetual License, or the Royalties paid under the Subscription License which would be prepaid for the remainder of the subscription period, provided that the Customer undertakes to destroy or return the Software delivered.

Notwithstanding the foregoing, WALLIX shall have no obligation to defend or indemnify the Customer in the event of any claim whatsoever related to the following:

- (i) the use of a version of the Software other than the latest applicable and unmodified Version, when the infringement could have been avoided by the use of the latest applicable and unmodified Version;
- (ii) the absence of an update requested by WALLIX if the infringement could have been avoided by this update.
- (iii) combination and implementation, or use of the Software with programs and data not provided by WALLIX.

9. THIRD-PARTY COMPONENTS

The Software includes third-party components, in particular open-source components, the use of which is subject to their own license conditions, as indicated in the Documentation.

WALLIX warrants that the incorporation of third-party components into the Software will not prevent the Customer from exercising the License rights provided to it in this Agreement with respect to the Software or limit the Customer's ability to use the Software in accordance with the Documentation.

Nothing in this Agreement shall derogate from any rights the Customer may have under an open-source license. The Customer may obtain a copy of the source code of certain third-party components by following the instructions set out in the Documentation.

10. GUARANTEES

WALLIX warrants for a period of three (3) months from the date of receipt of the Software or, in the absence of an acceptance report, at the latest from the date the Software is put into production by the Customer, that the Licensed Software complies with its specifications as set forth in the Documentation.

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In the event of the occurrence of a substantial non-conformity of the Licensed Software with respect to its Documentation preventing its normal use (hereinafter the "Defect"), the Customer's exclusive remedy shall be, at WALLIX's option, to use its best efforts to :

- (i) correct the Anomaly,
- (ii) or implement a workaround,
- (iii) or replace by any means the Software containing the Anomaly.
- (iv) This warranty does not apply in the event of :
- (v) failure by the Customer to fulfil one or more of its obligations, as set out in the Article "Customer obligations", and in particular its payment obligation;
- (vi) use of a version of the Software that does not take into account a New Version ;
- (vii) use of a version of the Software that does not take into account an available update ;
- (viii) use of a version of the Software that does not take into account an available Software Patch ;
- (ix) an event attributable to the Customer or a third party (for example: an event attributable to the third-party Software maintainer, the third-party Software host, the manufacturer or maintainer of component(s) of the Environment, the electricity supplier, the Internet provider, any third party involved in the Environment, etc.).
- (x) non-conformity, defect or malfunction of the Software caused by use not in accordance with its intended purpose or by modifications made to the Software by the Customer or to one of its components, after delivery, without the prior written authorization of WALLIX.
- (xi) anomalies attributable to any modifications to the Software by the Customer.

11. AUDIT

The Customer undertakes to keep an up-to-date register containing the following information, as applicable:

- (i) location of each copy of the Software;
- (ii) references and location of any workstation on which the Software is installed ;
- (iii) references and location of the server(s) on which the Software is installed.

During the term of this Agreement and six (6) months after its expiration or termination, WALLIX may, at its own expense, at most once a year, subject to fifteen (15) days' notice, conduct an audit to ensure compliance with this Agreement and the License rights granted to the Customer.

The audit will be carried out during normal working hours by WALLIX or by an independent expert who is subject to a confidentiality agreement and is not a competitor of the Customer.

The Customer agrees to provide reasonable assistance, cooperation and access (i) to any information evaluating the use of the Software; and (ii) to computer facilities and systems during such audit.

WALLIX or the authorized auditor each undertake to comply with the Customer's security rules during audit



operations, provided they have been communicated to WALLIX in advance.

In the event of a remote audit, this audit will be carried out by executing a script made available to the Customer, who undertakes to transmit to WALLIX, within a maximum period of forty-eight (48) hours following WALLIX's request, the encrypted file containing the information relating to the characteristics and type of License, as provided for in the Order (number of Users, Resources, secondary connections, etc.).

If the Customer refuses the remote audit, WALLIX may carry out an audit on the Customer's site, under the conditions set out above.

If the conclusions of the audit reveal a violation of the conditions of use of the Software stipulated in this Contract, the latter will be liable for the Royalties which would have been payable in the context of a compliant use of the Software in application of the rates in force at the time.

The Customer shall also reimburse WALLIX for the cost of the said audit on presentation of supporting documents.

12. TRIAL VERSION

If the Customer uses a trial version, WALLIX makes this trial version available to the Customer for a period ending on the earliest of the following dates:

- (i) the end of the free trial period or proof of concept period, as communicated by WALLIX or specified in an Order;
- (ii) the start date of any purchased version of the Software; or
- (iii) written notice of termination from WALLIX

Under the terms of this Agreement. WALLIX grants the Customer, during the Trial Period, a non-exclusive, non-transferable license, without right to sublicense, to access and use the Trial Version for the purpose of evaluating the Customer's internal requirements in accordance with the Documentation and subject to the restrictions on use set forth in this Agreement. The Customer shall use the trial version solely for evaluation purposes and not for any commercial or productive purpose, unless otherwise authorized in writing by WALLIX.

WALLIX provides the trial version "as is" without warranty or representation of any kind. To the fullest extent permitted by law, WALLIX disclaims all implied warranties and representations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and safety.

The Customer assumes all risks and costs associated with the use of the trial version. The Customer's sole and exclusive remedy in the event of dissatisfaction or breach of the Agreement by WALLIX with respect to such trial version shall be the trial version license.

Any obligation on the part of WALLIX to indemnify, defend or hold harmless under this Agreement shall not apply to the Customer's use of a trial version.

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There is no guarantee that the features or functions of the trial version will be available or, if available, that they will be the same in the trial version.

13. FINANCIAL CONDITIONS

Royalties

The Royalty corresponding to the License is fixed in the Special Conditions in accordance with the Commercial Proposal drawn up by WALLIX. It is determined on the basis of the current price excluding VAT and according to the scope of the License, in particular the number of Users and resources and the duration of the Contract.

If the number of Users or Resources specified in the Order is exceeded, the Customer will be charged an additional fee based on the current rate.

In the event of under-utilization by the Customer, no refund or deduction will be applicable.

General financial conditions

In consideration of the right to use the Software granted by this Agreement, the Customer undertakes to pay the Royalty indicated in any Order.

Fees are quoted in euros and are exclusive of all taxes, duties and levies of any kind whatsoever, in particular value-added tax, sales tax and withholding tax.

The Customer is responsible for paying all applicable taxes associated with obtaining a Software License under the Agreement.

Unless otherwise agreed, invoices issued by WALLIX are payable by bank transfer within thirty (30) days from the date of issue of the invoice. Failing payment within the contractual time limits of all or part of the sums due to WALLIX, WALLIX will notify the Customer to proceed with payment within thirty (30) days of receipt of said notification.

Economic balance of the Contract

By mutual agreement of the Parties, the amount of the Royalty has been determined by the balance constituted by (i) all the rights and obligations included in the Contract and (ii) the essential qualities expressly expressed by the Parties (iii) the amount of WALLIX's pecuniary liability and (iv) the coverage of its insurance policy.

Price increases

Prices, in particular the Royalty, are fixed only for the Initial Term set out in the Special Conditions.

If the Contract is tacitly renewed, extended or renewed at the end of the Initial Term, the amount of the Royalty will be automatically increased by eight (8) % each year on the anniversary date of the Initial Term.

Late payment and suspension of performance

Strict compliance by the Customer with the terms of payment of the Royalty constitutes an express essential

quality of the Contract rendered to the Customer in consideration of which WALLIX has decided to contract. Any delay in payment by the Customer of more than thirty (30) days after the contractually agreed due date and after reminder by WALLIX by email to the Customer shall be deemed to constitute a sufficiently serious non-performance on the part of the Customer to give rise to the right for WALLIX to immediately suspend the performance of the Contract, with simultaneous information of the Customer by WALLIX, without further notice or formality of any kind.

In the event of non-payment of all or part of the Royalty (or of any other sum due by the Customer under the Contract) within the contractual time limits, (i) any unpaid sum will automatically generate late payment interest from day to day until the date of full payment of WALLIX's claim in principal, interest, costs and accessories, at a rate equal to three (3) times the legal interest rate, without the need for a reminder and without prejudice to damages that WALLIX reserves the right to seek judicially; (ii) a fixed indemnity of forty (40) euros will be payable by operation of law for each invoice concerned, unless safeguard, receivership or liquidation proceedings are instituted against the Customer.

The actual costs of collection, supported by an invoice, of sums unpaid by the Customer (procedural costs, costs, disbursements and lawyer's and bailiff's fees) shall be deemed to constitute an accessory to WALLIX's claim and shall be borne in full by the Customer until WALLIX's claim has been settled in full.

Unforeseeable change in circumstances

On the date of commencement of the Initial Term, as well as on the date of each Additional Term, WALLIX declares that it does not assume the risk of an increase of more than eight (8) % over a period of twelve (12) months in the cost of subcontracted Support services and/or the cost of energy.

The parties acknowledge that the occurrence of any of these circumstances, notified by WALLIX to the Customer, is deemed to render the provision of the Service excessively onerous. In this event, WALLIX undertakes to justify this in writing and the parties undertake to renegotiate the Contract in good faith. Failing to reach a written agreement by Amendment within thirty (30) days of the notification referred to above, either party may give notice of termination of the Contract, without compensation of any kind for either party.

Prior to agreement on the new price or termination of the Contract under the foregoing conditions, WALLIX shall be obliged to perform the Contract on the financial terms and conditions agreed with the Customer.

Indirect sales

Notwithstanding the foregoing, in the event of an Order placed through an Authorized Partner, the financial terms applicable to the Customer shall be those agreed between the Authorized Partner and the Customer.

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14. REGULATIONS

EXPORT CONTROL - DUAL-USE GOODS AND TECHNOLOGIES

The Customer undertakes to comply with the regulations applicable in the country in which the Licensed Software is used.

In this respect, the Customer is hereby informed and acknowledges that Software containing cryptography qualifies as dual-use goods and technology within the meaning of applicable French and European regulations, as it is likely to be used for both civilian and military purposes. These dual-use goods are subject to export controls, and their transfer outside the European Union is subject to specific conditions.

Consequently, the Customer shall refrain from transferring, exporting, re-exporting, reselling, publishing or providing in any form and in any manner whatsoever the Software without the prior and express authorization of WALLIX outside the countries under the contractual conditions initially agreed between the Customer and WALLIX.

In this respect, the Customer undertakes to provide WALLIX or one of its authorized Partners with a duly completed and signed End-Use Certificate at WALLIX's first request, so that WALLIX can proceed with all required administrative formalities.

The Customer accepts and acknowledges that WALLIX shall in no event be liable for any delay in delivery or suspension of performance or non-performance of the Order resulting from and attributable to (i) the Customer's failure to provide the End-Use Certificate, or (ii) a delay by the authorities in issuing an authorization and/or a refusal by the authorities to issue an authorization.

This obligation is a substantial condition of WALLIX's commitment hereunder, and the Customer shall hold WALLIX fully harmless from any consequences that may result from its breach.

COMPLIANCE

The Customer undertakes to:

- apply and comply with regulations on ethics, anti-corruption and money laundering in the countries where it operates or does business;
- not be on any United Nations, European Union or United States sanctions list;
- not to carry out any activity directly or indirectly in countries under embargo, in particular North Korea, Cuba, Iran, Libya, Sudan, Syria.

In the event of failure to comply with these provisions, WALLIX shall be entitled to terminate the Contract under the conditions set out in the "Termination" article.

15. RESPONSIBILITY

Each Party remains liable for direct damages suffered by the other Party, due to its faults, errors or omissions.

Neither of the Parties may be held liable for any indirect damage in connection with this Agreement.

Furthermore, the Parties cannot be held liable for any financial or commercial damage resulting from lost profits, loss of sales, profits or revenue, loss of clientele, or loss resulting from damage to image or reputation.

WALLIX may not be held liable in the event of the Customer's failure to comply with its contractual obligations, as defined in the Article "Customer Obligations" and "Restrictions".

In particular, WALLIX shall not be liable in the event of use of the Licensed Software in a manner that does not comply with WALLIX's instructions provided in its Documentation or use not expressly authorized by this Agreement, or in the event of malfunction of the Licensed Software resulting from Customer's hardware or use of the Licensed Software in combination with other hardware, data or programs not specified by WALLIX in its Documentation or not intended for combination with the Licensed Software.

In any event, WALLIX's liability for any direct damage arising hereunder is expressly limited, for any and all causes and claims, to a maximum aggregate amount which shall not exceed, for a Perpetual License, the amount, exclusive of taxes, of the Royalty actually paid by the Customer or, for a Subscription License, the amount corresponding to twelve (12) months of Royalties.

Notwithstanding the foregoing, WALLIX's liability hereunder shall not be limited in the event of malice or wilful misconduct, death or personal injury.

WALLIX may not be held liable in the event of damage resulting from a fault, error or omission committed by a third party, such as the third party in charge of maintaining the Software, the third party in charge of hosting the Software, the third party manufacturer or maintainer of component(s) of the Customer's environment, or any third party intervening in the Customer's environment.

In this respect, it should be noted that WALLIX is not responsible for the consequences on the operation of the Software of malfunctions, disturbances or unavailability of the Customer's environment.

When using the Software, the Customer remains the guardian of the hardware making up the Customer's environment, and of the data, information, files and documents it holds and which are contained in the Software.

In this respect, WALLIX shall not be liable for any loss of Customer data, including as a result of intervention by WALLIX or one of its authorized Partners, where the Customer has not taken the precaution of backing up its data prior to such intervention.

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16. TERMINATION

In the event of a serious breach by one of the Parties of its contractual obligations, the Contract may be terminated ipso jure by the other Party thirty (30) days after the sending of a formal notice sent by registered mail with acknowledgement of receipt which has remained unsuccessful.

The right to use the Software granted by WALLIX shall terminate on the effective date of termination or expiry of the Agreement, and the Customer shall remain liable for payment of the sums due under the right to use the Software granted under the Agreement until the effective termination of the Agreement.

Upon termination or expiration of this Agreement :

- (i) all rights granted and granted to the Customer on the Licensed Software under this Agreement shall immediately terminate;
- (ii) the Customer shall immediately cease all use of the Licensed Software and all access to the Support Service;
- (iii) the Customer will permanently remove the Licensed Software from any Hardware, equipment, server or computer on which it has been installed, including any virtual machine;
- (iv) the Customer will immediately destroy or hand over at WALLIX's request and expense the copy or copies of the Licensed Software, the Documentation, the Confidential Information, the backup copies and more generally all the elements in its possession constituting the Licensed Software and any copy or reproduction thereof; and
- (v) The Customer shall confirm in writing without delay the completeness of such surrender or destruction.

11 It is expressly agreed between the Parties that the Articles "Audit", "Liability", "Confidentiality", "Intellectual Property", "Liability", "Applicable Law and Jurisdiction" as well as the "General Clauses", shall remain in force in the event of non-renewal, expiry or termination of this Agreement, for whatever reason.

17. CONFIDENTIALITY AND BUSINESS SECRETS

Definitions

"Confidential Information" means any information of a party (a) regardless of the medium or means by which such information would be transmitted to the other party (whether in writing, verbally, visually, electronically or by any other means), and (b) whether such information (i) is obtained directly or indirectly from Users of the other party, or (ii) is transmitted, voluntarily or involuntarily, to the other party.

"Business Secret" means any Confidential Information (i) rightfully held by a party and (ii) not publicly disclosed by that party, relating to (a) an algorithm, protocol, know-how, IT architecture, manufacturing or distribution process, or (b) generally, to its scientific and technical potential, economic or financial interests, strategic positions or competitive ability.

Non-disclosure of confidential information

Prior to the signing of the Contract or during its performance, the parties may exchange Confidential Information. By default, all information of a party is Confidential Information and constitutes a Business Secret of which that party is presumed to be the legitimate holder and to have lawful control. The existence of the Contract and its provisions are Confidential Information.

Each party undertakes, in its own name and on behalf of its Users, to implement reasonable measures to protect its Confidential Information and that received from the other party, to ensure its secrecy. The parties acknowledge that the use of a secure digital document transfer service (with login + password access) constitutes a reasonable protection measure.

Each party undertakes :

- to ensure that each of its Users having access to the Confidential Information of the other party (a) has signed, prior to any disclosure for its benefit, a confidentiality agreement whose obligations are equivalent to those set out in this article or (b) is bound by an obligation of professional secrecy in the criminal sense, and
- to justify this commitment in writing and without delay at the first request of the other party.

The party receiving Confidential Information from the other party undertakes to keep it strictly secret, and generally to protect it with the same reasonable safeguards as it applies to its own Confidential Information, throughout the term of the Contract and for five (5) years following its termination, whatever the cause thereof.

To this end, the party receiving Confidential Information will take particular care to ensure that:

- the Confidential Information of the other party is transmitted only to its Users with a need to know and after implementation of a logging system for the provision of such Confidential Information in accordance with the provisions of the APPENDIX "Security Assurance Plan";
- the Confidential Information is not disclosed to a third party unless a confidentiality agreement has been signed containing obligations identical to those set out in the Contract.

Each party which becomes aware of any disclosure or unauthorized use of the other party's Confidential Information undertakes to inform the other party without delay and to cooperate with it in order, as far as possible, to put an end to the disclosure or unauthorized use of the Confidential Information concerned.

Right to use Confidential Information

The parties expressly agree that the disclosure by one party of Confidential Information which may or may not constitute a Business Secret, whether or not protected by an intellectual or industrial property right, does not explicitly, expressly, implicitly or tacitly confer any right of ownership or use on the other party in respect of the Confidential Information concerned, unless expressly provided otherwise in the contract.

Each party undertakes to transmit to the other only such Confidential Information as the transmitting party deems necessary.

Neither party guarantees the truth or accuracy of the Confidential Information disclosed but undertakes to communicate it in good faith, according to the state of its knowledge at the time of disclosure.

Each party acknowledges that (i) any re-use by it of the Confidential Information of the other party for any reason other than the strict implementation of the Agreement, or (ii) any unauthorized disclosure of such Confidential Information to third parties, is likely to cause serious damage to the party which is the original legitimate holder thereof.

The undertaking not to re-use or disclose the other party's Confidential Information is an express essential quality of the service expected by each party from the other and in consideration of which each party has chosen to contract with the other.

At the end of the term of the Agreement and upon written request from the party that disclosed Confidential Information, the party that received the Confidential Information in tangible (paper) or digital form shall, upon receipt of such request, (i) return, erase or destroy any copies of the Confidential Information under its control (and that of its Users) and (ii) certify in writing to the other party that it has satisfied these conditions.

Exceptions to non-disclosure

Each party is released from its non-disclosure undertaking for any Confidential Information for which it can provide prior written proof that the Information concerned:

- (i) has fallen into the public domain in the absence of any civil fault or breach of contract, whether intentional or not, attributable to it; or
- (ii) was previously known to him, having been lawfully received from a third party; or
- (iii) is the result of internal work undertaken in good faith by it without prior knowledge of the other party's Confidential Information; or
- (iv) may be disclosed with the written consent of the party from whom it emanates.

If a party is required to disclose Confidential Information pursuant to a legal obligation or a decision of a judicial or administrative authority, that party undertakes to inform the other party without delay (unless expressly prohibited by law) so that the other party can protect, as far as possible, the confidentiality of the Confidential Information concerned.

Non-competition undertaking

Each party shall refrain from using, directly or indirectly, all or part of the Confidential Information of which it may have become aware under the terms of the Contract in order to develop or market, directly or indirectly, any software, product or service likely to compete directly or indirectly with those of the other party, for the entire duration of the Contract and for fifteen (15) months following the effective date of its termination.

This non-competition undertaking is an essential quality of the service expected of each party and in consideration of which each party has contracted with the other and in the absence of which each party would have refrained from communicating its Confidential Information to the

other. Any failure, whether intentional or unintentional, on the part of a party to comply strictly with this undertaking shall constitute a manifestly unlawful disturbance for the injured party.

18. PROTECTION OF USERS' PERSONAL DATA

"Personal Data Legislation" means any legislation applicable in France relating to the protection of personal data, in particular the EU Regulation "GDPR" n°2016/679 of April 27, 2016 and the "Informatique et Libertés" law n°78-17 of January 6, 1978 amended by Ordinance n°2018-1125 of December 12, 2018.

The terms "controller", "processor", "processing", "data subject", "data breach" and "personal data" have the meanings set out in Article 4 GDPR.

Each party shall ensure that it complies with Personal Data Legislation, in particular when processing the Personal Data of the other party's Users.

The Personal Data collected and processed are defined in APPENDIX "Protection of Personal Data".

Users' personal data are processed by each party exclusively for the following purposes:

- processing necessary for the performance of the Contract (article 6.1 (b) GDPR), including the hosting and maintenance of the Software and/or Service, the backup of data entered, the management by each party of the authorizations of its Users authorized to access the Service, Data and/or Confidential Information (included double authentication in accordance with CNIL deliberation n°2022-100 of July 21, 2022 and the logging of actions performed in accordance with CNIL deliberation n°2021-122 of October 14, 2021);

- processing necessary for the legitimate interests (article 6.1 (f) GDPR) of securing its Information System (recital n°49 GDPR) or combating fraud (CNIL deliberation n°SAN 2020-003 of July 28, 2020).

Each party undertakes (i) to inform its Users of the processing of their Personal Data by the other party and (ii) to retain the Data only for the time required to perform the Contract and, where applicable, for the time required to bring any legal action that may be brought by third parties or between the parties as a result of the performance of the Contract. At the end of the legal period of limitation of action in France, Users' Personal Data necessary for the performance of the Contract will be deleted (Article 17 GDPR) from the databases of the party that collected them.

Each User of a party has a right of access (Article 15 GDPR) and rectification (Article 16 GDPR) on their Personal Data processed by the other party. Each party undertakes to respond by email to its User within THIRTY (30) days of receipt of their request, if possible, by email. Should the User fail to receive a reply, he/she is entitled to appeal to the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority). It is the responsibility of each party to inform its Users of their rights under the Personal Data Legislation.

Any other type of processing by one party of the Personal Data of the other party's Users (e.g. transmission to third parties for prospecting purposes, direct or indirect, with or without direct or indirect pecuniary consideration) will only be implemented by one party with the agreement of the

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other party, which will make its own the prior individual collection of the informed consent of its User (Article 6.1 (a) GDPR).

This clause is supplemented by the APPENDIX "Protection of Personal Data" which defines the respective obligations of the Customer, in its capacity as data controller, and of WALLIX in its capacity as data processor.

19. MISCELLANEOUS PROVISIONS

Force majeure

This term refers to an event (i) beyond the control of the prevented party and (ii) which could not have been reasonably foreseen at the date of conclusion of the Contract and (iii) the effects of which cannot be avoided by appropriate measures which the prevented party could take.

A party prevented from performing a contractual obligation shall not be held liable for such prevention if it is justified by the occurrence of a force majeure (impacting, for example, for WALLIX, the performance of the Service, in particular the availability, integrity and confidentiality of data or Maintenance).

A cyber-attack by a third party shall not constitute an event of force majeure, unless the party suffering such an event can prove that it has implemented appropriate organizational and technical measures in its Information System, prior to the event in question, in particular to detect and protect against Compromissions (Malware and Vulnerabilities reasonably known in the State of the Art).

The temporary impediment of force majeure temporarily suspends the performance of the obligation of the impeded party, while the other party remains bound to respect its own contractual obligations, without benefiting from the exception of non-performance. This temporary impediment to performance by the impeded party shall not justify refusal by the other party to pay sums which would be due (i) prior to the occurrence of the force majeure impediment and (ii) during the duration of the temporary impediment.

After thirty (30) days of temporary impediment or in the event of definitive impediment, the other party may then and for the future invoke the exception of non-performance of its own obligations towards the party initially prevented. The parties simultaneously undertake to renegotiate in good faith the conditions of performance of the Contract. Should they fail to do so within sixty (60) days of notification of the impediment by the party initially prevented, either party may give notice of the automatic termination of the Contract, which shall take effect after a reasonable notice period which shall consider the duration of the contractual relationship between the parties at the date of appearance of the force majeure impediment.

Commercial reference

The referencing of the Customer on the public list of WALLIX customers is for WALLIX an express essential quality of the Customer's service expected by WALLIX.

The Customer expressly authorizes WALLIX to use its names/logos/brands free of charge in strict compliance with its graphic charter, solely as a commercial reference (list of WALLIX customer references and public announcements on WALLIX professional social networks). Any other use will be subject to prior written authorization from the Customer.

Non-solicitation of personnel

Unless the parties expressly agree otherwise, each party waives the right to engage any of the other party's Collaborators, even if the initial solicitation is made by the Collaborator in question. This obligation is valid for the duration of the Contract and for twelve (12) months following its expiry or the effective date of termination of the Contract, whatever the cause and/or grounds. In the event of either party failing to comply with this obligation, it undertakes to compensate the other party (in particular for selection and recruitment expenses, training costs, damage resulting from its personal reputation or commitments already made) by immediately paying it a fixed indemnity equal to twelve (12) times the last gross monthly salary that the Employee in question will have received from the party in breach.

Social obligations and undeclared work

In accordance with the regulations relating to concealed work, WALLIX undertakes to provide the Customer with the following documents upon request:

- an up-to-date K-bis extract or identification card proving registration in the Trade Register,
- a certificate of provision of social declarations mentioning the payment of social security contributions from the social protection body responsible for the collection of social security contributions incumbent on WALLIX and dated less than six (6) months.

Warning system

Each party with more than 50 employees undertakes to adopt and implement a written internal procedure for reporting "information concerning a crime, an offence, a threat or harm to the general interest, a violation or an attempt to conceal a violation of an international commitment regularly ratified or approved by France, of a unilateral act of an international organization taken on the basis of such a commitment, of European Union law, or of a law or regulation".

Autonomy of stipulations

In the event of any provision of the Contract being declared null or unwritten by a court decision having the force of res judicata in the main proceedings, the parties agree to attempt to limit, as far as possible, the scope of such nullity so that the other contractual provisions

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remain in force and the economic balance of the Contract is respected. In such a case, the parties undertake to renegotiate in good faith the drafting of a new clause to replace the clause thus declared null or unwritten. Failing to reach a written agreement by Endorsement within thirty (30) days of the court decision referred to above, either party may give notice of early termination of the Contract, without compensation of any kind for either party.

Assignment of the Contract

The Contract may not be assigned, in whole or in part, whether free of charge or for consideration, by an assigning party to a third-party assignee, except with the prior written consent of the assigned party. The assignment of the Contract will take effect upon written acknowledgement (under penalty of nullity) of the assigned party's consent to the assignment. The assigning party will remain jointly and severally liable with the assignee towards the assigned party for strict compliance with the Contract by the assignee towards the assigned party.

Notwithstanding the preceding paragraph, a party may freely assign the Contract to a legal entity which it controls or which controls it (within the meaning of article L.233-3 of the French Commercial Code), subject to written notification to this effect being given to the assigned party. This notification will be deemed to constitute the agreement of the party transferred to the transfer, and the transfer will take effect on the date of first presentation of the notification.

Notification

Any official information (formal notice, etc.) (a "Notice") required or necessary in application of the Contract shall be in writing and shall be deemed validly given if (i) sent by registered letter or (ii) delivered by hand against signature or (iii) by express courier against signature of a receipt. Any period counted from the date of notification shall run from the first attempt at delivery to the addressee. Unless otherwise agreed by the Parties, time limits are calculated on the basis of calendar days, a week comprising six (6) working days and five (5) working days.

Addendum

The parties acknowledge that any amendment to the Contract may only be agreed in a written paper or electronic document, signed by a duly authorized representative of each of the parties (empowered by the articles of association or by special power of attorney) (an "Amendment").

Consequently, in the absence of a previously signed Amendment, (i) any verbal or written agreement (sms / tweet / email / letter / meeting minutes / etc.) between the parties relating to the Contract and (ii) any service, even partially performed by WALLIX which is not expressly included within the strict scope of the services contractually under its responsibility, shall be deemed null and void.

Convention on proof

Each party expressly accepts that proof of its actions or inactions under the Service shall be provided by the recordings from the WALLIX Information System, which are presumed to have been established and stored under conditions that guarantee their integrity.

20. APPLICABLE LAW AND TERRITORIAL JURISDICTION

Each party elects domicile at its registered office.

The Contract is governed by French law, in terms of both form and substance. In the event that the Contract is translated into a foreign language, only the French version of the Contract will be deemed authentic between the parties.

IN THE EVENT OF FAILURE TO REACH AN AGREEMENT WITHIN THIRTY (30) DAYS FOR ANY DISPUTE RELATING TO THE INTERPRETATION, PERFORMANCE OR TERMINATION OF THE CONTRACT, **JURISDICTION IS EXPRESSLY GIVEN TO THE COMMERCIAL COURT OF PARIS, EVEN FOR REFERE PROCEDURES**, except in the case of material or territorial jurisdiction which cannot be waived contractually.

Customer name

Name of signatory

Function

Date

Signature

** Signature preceded by the words "read and approved".*