END-USER LICENSE AGREEMENT

1. GENERAL

This End-User License Agreement (this "EULA") contains terms and conditions that govern the access and use of services (the "Services") provided by an Opendatasoft-authorized reseller (a "Reseller"). This EULA is a contract between Opendatasoft, a French simplified joint-stock company (société par actions simplifiée) with a capital of €399 509, registered with the Paris Trade and Companies Register under number 538 168 329, having its principal place of business at 50, Boulevard Haussmann - 75009 Paris, France ("Opendatasoft"), and the entity purchasing the Services through the Reseller (the "Customer"). Opendatasoft and Customer are hereinafter referred to individually as a "Party" or jointly as the "Parties". This EULA becomes binding and effective on Customer upon the earliest of: (i) when Customer accesses or uses the Services obtained through a Reseller or (ii) when Customer enters into a Customer Order (as defined below) with the Reseller.

2. CUSTOMER ORDERS

This EULA governs Customer's access and use of Opendatasoft's Services in connection with a completed agreement for Services between Reseller and Customer (the "Customer Order").

Customer acknowledges that the agreement between Opendatasoft and the Reseller authorizing Reseller to distribute the Services (the "Reseller Contract") requires Reseller to incorporate this EULA into all Customer Orders, and Customer expressly agrees that Opendatasoft shall have the benefit of and right to enforce this EULA against Customer. In the event any provision of this EULA is deemed to conflict with a provision of a Customer Order or other agreement between Customer and Reseller with respect to Services or other subject matter of this EULA, the applicable provision of this EULA shall control as between Customer and Opendatasoft.

3. PROVISION OF SERVICES

Subject to payment of all applicable fees by Reseller for the Customer's use of the Services, Opendatasoft grants the Customer, for the duration indicated in each Customer Order, a personal, non-exclusive, non-transferable and limited-term right to use the Services indicated in the Customer Order. This right of use is granted to the Customer for its own internal needs only. The right to use the Services may be limited according to the metrics defined in the Customer Order or the documentation relating to the Services which may be published by Opendatasoft and updated from time to time (the "Documentation").

Subject to the limited rights expressly granted hereunder, Opendatasoft reserves all rights, title, and interest in and to the Services (and all future versions thereof), including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.

Opendatasoft will provide the Customer, when applicable, with technical support and maintenance as detailed here : https://www.opendatasoft.com/wp-content/uploads/2023/05/2023-Opendatasoft-SLA-en.pdf. Opendatasoft will be entitled to interrupt the Services without incurring any liability on an exceptional basis for maintenance and/or improvement work.

Customer grants Opendatasoft a worldwide, non-exclusive, limited-term license to host, copy, use, and display any electronic Customer data submitted by Customer when using the Services (the "Customer Data"), as necessary for Opendatasoft to ensure proper operation of the Services.

No provision of the EULA includes the right to, and Customer shall not, directly or indirectly: (i) copy, modify, reproduce, create any derivative work, alter, mirror, republish, upload, post, transmit or distribute all or any part of the Services in any form or by any means whatsoever; (ii) decompile, disassemble, reverse engineer or otherwise make comprehensible all or part of the Services (iii) access all or part of the Services in order to develop a competing application or service; (iv) access the Services in source code or unlocked code with comments.

The Customer shall use the Services solely for its own business purposes in compliance with the EULA and shall not: (a) license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services available to any third party, except authorized third party if applicable; (b) send via or store within the Services unlawful, offensive or tortious contents under French law or any other regulations applicable to the Customer; (c) use the Services to imitate or impersonate another person; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (e) attempt to gain unauthorized access to the Services or its related systems or networks or (f) use the Services in a manner that does not comply with any regulation applicable to the Processing of Personal Data and, in particular, the (EU) regulation known as "GDPR" n°2016/679 of 27 April 2016 applicable since 25 May 2018, and French Law n°78-17 called

"Informatique et Libertés" of January 6, 1978 as modified.

If the Customer receives notice that Customer Data must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above or if, in Opendatasoft's judgment, violation is likely to reoccur, Opendatasoft may remove, modify and/or disable the applicable Customer Data until the potential violation is resolved. If requested by Opendatasoft, Customer shall confirm such deletion and discontinuance of use in writing.

If the Customer chooses to access or use certain optional third party features through or when using the Opendatasoft Services (hereinafter the "Third Party Features"), it undertakes to comply with the terms of any license applicable to the Third Party Features, which the Customer agrees to read in full with on its own initiative, Opendatasoft being under no obligation to bring them to the Customer's attention. The Customer will be solely responsible for compliance with these licenses and guarantees Opendatasoft so that it can never be held liable in this respect. Opendatasoft shall in no event incur any liability whatsoever with respect to any Third Party Functionality, nor be liable for any act or omission of the provider thereof or for any act or omission of any User in using any Third Party Functionality. Opendatasoft does not guarantee any level of service in respect of the Third Party Features nor does it provide any support in respect of the Third Party Features.

4. CUSTOMER'S RESPONSIBILITIES

Opendatasoft will provide the Customer with logins and passwords which will allow the Customer to access the Services via one or more accounts. The Customer is solely responsible for all activities that occur under these accounts, regardless of whether the activities are undertaken by the Customer, its employees or a third party (including the Customer's contractors or agents), for the harmful consequences of their interventions, or for the insufficient training of the Customer's staff.

The Customer may access and use the Services in accordance with the EULA and the Customer Order. The Customer shall adhere to all laws, rules, and regulations applicable to its use of the Services. The Customer agrees to use all the Services in a reasonable manner and is solely responsible for (a) its use of the Services and (b) the accuracy, quality, format and legality of Customer Data, the means by which Customer acquired Customer Data and

Customer's use of Customer Data with the Services.

Because no service can operate error-free or without interruption, the Customer is responsible for taking its own steps to maintain appropriate security and backup procedures of Customer Data.

5. LIABILITY

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE EXCLUSIONS AND LIMITATION OF LIABILITY IN DETERMINING TO ENTER INTO THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPENDATASOFT, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO (a) RESELLER'S RESALE OF SERVICES TO CUSTOMER OR/AND ANY CUSTOMER ORDER, SUBJECT TO OPENDATASOFT'S OBLIGATIONS UNDER THESE TERMS, (b) ANY FAILURE IN TERMS OF QUALITY, AVAILABILITY OR RELIABILITY OF THE TELECOMMUNICATIONS NETWORKS, EVEN WHEN THE INTERNET SERVICE PROVIDER HAS BEEN RECOMMENDED BY OPENDATASOFT (c) A MODIFICATION OF THE SERVICES BY ANYONE OTHER THAN OPENDATASOFT, (d) THE USE OF THE SERVICES IN COMBINATION WITH ANY HARDWARE, OPERATING SYSTEM OR SOFTWARE NOT AUTHORIZED IN OPENDATASOFT'S DOCUMENTATION, (e) ANY ERROR OF ANY HARDWARE, OPERATING SYSTEM OR SOFTWARE NOT IN CONTROL OF OPENDATASOFT, (f) ANY FAULT, NEGLIGENCE, OMISSION OR BREACH OF THE CUSTOMER, SUCH AS TRANSMISSION OF ERRONEOUS OR INCOMPLETE INFORMATION (g) FAILURE TO FOLLOW THE ADVICE GIVEN BY OPENDATASOFT, (h) FORCE MAJEURE, (i) NEGLIGENCE OR OMISSION OF A THIRD PARTY OVER WHICH OPENDATASOFT HAS NO CONTROL.

IN NO EVENT SHALL OPENDATASOFT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR COVER DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOSS, INACCURACY OR CORRUPTION OF FILES OR DATA, LOSS OF CONTENT, COMMERCIAL LOSS, LOSS OF TURNOVER OR PROFIT, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, INCREASE OF

GENERAL EXPENSES, COST OF OBTAINING A SUBSTITUTE PRODUCT, SERVICE OR TECHNOLOGY, IN CONNECTION WITH OR ARISING OUT OF THE NON-PERFORMANCE OR FAULTY PERFORMANCE OF THE SERVICES.

OPENDATASOFT'S CUMULATIVE LIABILITY FOR THE SERVICES SHALL NOT EXCEED 50 (FIFTY) % OF THE FEES PAID TO OPENDATASOFT BY THE RESELLER FOR THE SERVICES THAT CAUSED THE DAMAGE IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

6. WARRANTY

6.1 Warranty of Opendatasoft

THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THEIR PERFORMANCE OR RESULTS, AND OPENDATASOFT SPECIFICALLY DISCLAIMS ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PERFORMED ON A BEST-EFFORT BASIS AND THE RISKS RELATING TO THEIR QUALITY, PERFORMANCE OR RESULTS ARE BORNE EXCLUSIVELY BY THE CUSTOMER.

Opendatasoft represents and warrants that it holds the necessary rights to provide the Services pursuant to the EULA.

In the event of a claim demand, suit or proceeding made or brought against the Customer by a third party alleging that the Services infringes or misappropriates such third party's intellectual property rights, (each "a Claim Against Customer") Opendatasoft may, at its option and expense, either (a) replace or modify all or part of the Services or (b) obtain for the Customer a right to continue using the Services. In the event that (a) and (b) are not commercially practicable, Opendatasoft may terminate the Services and offer a pro-rated refund of the price paid by the Reseller to Opendatasoft for any unused portion of the Services, to the exclusion of any other compensation. This warranty is subject to the Customer (a) promptly giving Opendatasoft written notice of the Claim Against Customer, (b) giving Opendatasoft sole control of the defense and settlement of the Claim Against Customer, and (c) providing Opendatasoft with all reasonable assistance. Opendatasoft shall have no liability for Claims Against Customer based on: (i) the use of software, hardware, operating system or other products not supplied by, or not in control of Opendatasoft, (ii) any addition or modification to the Services by anyone other than Opendatasoft and (iii) the use of an outdated version of the Services.

6.2 Warranty of the Customer

Customer represents and warrants that it holds the necessary rights in and to Customer Data and that it shall not use the Services in a manner inconsistent with the EULA, the Customer Order or any applicable law.

The Customer will defend Opendatasoft from and against any claim, demand, suit or proceeding made or brought against Opendatasoft by a third party, and all resulting losses, judgments, liabilities, damages, settlements, costs and expenses (including reasonable attorneys' fees and expenses), alleging that (a) Customer Data infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Services in breach of this EULA, the Customer Order or the law (each a "Claim Against Opendatasoft"). This indemnification is subject to Opendatasoft (a) promptly giving Customer written notice of the Claim Against Opendatasoft, (b) giving Customer sole control of the defense and settlement of the Claim Against Opendatasoft (provided that Customer may not consent to the entry of any judgment or enter into any settlement without Opendatasoft's prior written consent), and (c) providing Customer with all reasonable assistance.

7. PERSONAL DATA

If applicable, the Parties shall comply with the French and European legislation in force, and in particular the (EU) regulation known as "GDPR" n°2016/679 of 27 April 2016 applicable since 25 May 2018, the French Law n°78-17 called "Informatique et Libertés" of January 6, 1978 as modified, and the provisions of Law No. 2004-575 of 21 June 2004 on Confidence in the Digital Economy (hereinafter referred to as the "Applicable Regulations").

The Customer shall also comply with any other applicable regulations relating to the protection of personal data that may be applicable when using the Services.

Opendatasoft, its affiliates and contractors may process personal data on behalf of the Customer to perform the Services. Both Parties agree to comply with the Data Processing Agreement that can be found here : https://www.opendatasoft.com/wp-content/uploads/2024/02/2024-Opendatasoft-DPA-en-.pdf and for the Customer in particular to provide the Supplier with processing instructions in accordance with the applicable regulations.

By signing this EULA, the Customer accepts Opendatasoft's Privacy Policy as made available at: https://legal.opendatasoft.com/en/privacy-policy.html and undertakes to communicate and

make available its content to back-office authorized users and front-office end users from the Customer application. The Customer agrees to be solely liable to its back-office authorized users, front-office end users or Opendatasoft for any failure to comply with this obligation and guarantees Opendatasoft so that it can never be held liable in this respect. The Parties agree that the Privacy Policy may be regularly updated by Opendatasoft. The Customer is also responsible for ensuring that its end users are properly informed and, where appropriate, that their consent is obtained regarding any processing of Personal Data by the Customer and/or Opendatasoft, in accordance with applicable regulations.

In addition, the Customer accepts Opendatasoft's Cookie Policy, available at: https://legal.opendatasoft.com/en/cookies.html, which lists in particular the cookies placed by Opendatasoft, and shall communicate and make available at all times its content to back-office authorized users and front-office end users from its Customer application. The Customer agrees to be solely liable to its authorized users, end users or Opendatasoft for any failure to comply with this obligation and guarantees Opendatasoft so that it can never be held liable in this respect. The Parties agree that the Cookies Policy may be regularly updated by Opendatasoft. The Customer is also responsible for ensuring that its End Users are properly informed and, if necessary, obtain their consent to the cookies placed by the Customer and/or Opendatasoft, in accordance with the applicable regulations.

8. FEES

Pricing, billing, and payment of fees for the Services are solely between Customer and Reseller.

9. ASSIGNMENT

The EULA and all the rights and obligations attached thereto may not be assigned without the prior written consent of Opendatasoft.

However, Opendatasoft shall be free to assign or transfer, in whole or in part, its rights and obligations hereunder to (i) all the companies directly or indirectly controlled by it, or (ii) all the companies directly or indirectly controlled by a company controlling it, or (iii) any third party in the event of a change of control of Opendatasoft or of any merger, demerger, or partial asset transfer. For the purposes hereof, control is defined in Article L. 233-3 of the French Commercial Code.

10. SUBCONTRACTING

Opendatasoft may subcontract all or part of the performance of the Services but shall remain solely liable to the Customer under the conditions set forth herein.

11. CONFIDENTIALITY

"Confidential Information" (i) any protected information held by the disclosing party, or a third party to whom the disclosing party has a non-disclosure obligation, including any information, know-how and software, including but not limited to its source code and any translation, compilation, partial copy and derivative work ; (ii) any information designated as confidential at the time of disclosure to the receiving party, or when orally transmitted, identified as confidential and recorded in written or other tangible form (including electronic) with a clearly stated confidentiality notice; and (iii) any information that must, in light of the circumstances of its disclosure, be treated in good faith as confidential. As receiving Party, each Party will (a) hold the disclosing Party's Confidential Information in confidence and not disclose such Confidential Information to third parties except as permitted in this EULA and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in the EULA. The receiving Party may disclose the disclosing Party's Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with these obligations, and they are bound to confidentiality obligations no less protective than those contained in this section. The confidentiality obligations set out in this section will continue for 3 years after the term of the Services.

These confidentiality obligations do not apply to information that the receiving Party can document (a) is or becomes public knowledge through no fault of the receiving Party, (b) is rightfully known or possessed before entering the Order, (c) is rightfully received from a third party without breach of confidentiality obligations or (d) is independently developed without using the disclosing Party's Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information if required by law, subpoena, or court order, provided, if permitted by law, it notifies the disclosing Party in advance.

12. PUBLICITY

Neither Party shall, except as otherwise required by applicable law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating

to this EULA or otherwise use the other Party's marks or logos without the prior written consent of the other Party; provided, however, that Opendatasoft may include Customer's name and logo in its lists of customers, its public website and other promotional material. Opendatasoft agrees to promptly cease such uses of Customer's name and logo following Customer's request.

13. TERMINATION

Customer's use of the Services may be terminated and/or suspended immediately, at Opendatasoft's option, in case of : (a) a breach of this EULA, if such breach (if capable of cure) remains uncured 30 days after written notice of Opendatasoft; (b) if the Reseller fails to pay any amount due under the Reseller Contract and such failure remains uncured following the cure period specified in the Reseller Contract; (c) Opendatasoft determines that the Customer's use of the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the systems or any other customer of Opendatasoft, (iii) may subject Opendatasoft or any third party to liability, or (iv) may be fraudulent. If possible, Opendatasoft will make reasonable efforts to inform the Customer prior to such suspension/termination. In the event of a termination, expiration or suspension of the Services, the Customer undertakes to cease using the Services and confirm having done so in writing to Opendatasoft.

Following any termination or expiration of the Reseller's Contract with Opendatasoft authorizing Reseller to resell the Services, the Services provided to Customer shall remain in effect under the end of the subscription term, and shall continue to be governed by this EULA, provided that Customer is not in breach of this EULA, that Opendatasoft has received all payments due in connection with the Services, and that such continued provision of the Services does not violate applicable law.

In the event of the termination of the Services because of a breach of the EULA by Opendatasoft, Opendatasoft will refund to Reseller upon request a pro rata share of any unused amounts prepaid by the Reseller under the Reseller Contract for the Services based on the remaining portion of the current subscription term. Opendatasoft will issue the refund directly to Reseller and any pass-through of some or all of that amount will be between Reseller and Customer. In no case will any other cause for termination or suspension give rise to any liability of Opendatasoft to Customer for refunds or damages.

14. APPLICABLE LAW / VENUE

This Agreement shall be governed exclusively by French Law.

In the event of a dispute between the Parties regarding this Agreement and their respective obligations, they shall endeavor to find an amicable solution within 30 days as from a written notice sent by a party to the other by email or registered letter with acknowledgement of receipt. In the absence of an amicable solution, any dispute between the Parties will be subject to the jurisdiction of the Commercial Court of Paris.

15. MISCELLANEOUS

Any notices that Opendatasoft is required to provide to the Customer shall be provided to the Reseller or Customer as determined by Opendatasoft in its sole discretion based on the circumstances.

No failure or delay by Opendatasoft in exercising any right under this EULA will constitute a waiver of that right.

If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this EULA will remain in effect.

Signature :

Date of signing:
Client:
Signatory's name:
Signature: