



GENERAL CONDITIONS OF SERVICES

1. Object

This document's purpose is to define the terms and conditions under which TEHTRIS (hereinafter the "Provider") performs the services for its clients or partners (hereinafter the "Services").

2. Contractual documents

This contract (hereinafter the "Agreement") is made up of the following contractual documents, presented in hierarchical order of decreasing legal value:

- The present General Conditions,
- The TEHTRIS' latest proposal (hereinafter the "Proposal"),
- The purchase order and/or quotes, if any, relating to the Services,
- Any reports on the Services' progress.

This Agreement and its appendices, which form an integral part hereof, contain the entire agreement of the Parties and supersede any previous contract, agreement or arrangement that the Parties may have agreed upon, including, but not limited to, Client's general terms and conditions of purchase that may appear on any document subsequent to this Agreement's execution, such as a purchase order or an invoice. Subject to any provision to the contrary contained herein, the Agreement may only be amended by Parties' written agreement. Any order placed with TEHTRIS, any proposal's acceptance by the Client and any Services performance's commencement shall, unless otherwise expressly provided, constitutes acceptance by the Client of this General Conditions.

3. Duration of the Agreement

The Agreement effective date is either the Proposal' date of acceptance or the Services commencement's, if earlier.

The Agreement shall remain in effect until the Services completion described in the Proposal.

In case of breach event by either Party of its obligations under this Agreement, which is not remedied within thirty (30) days from the date of dispatch of the registered letter with acknowledgement of receipt notifying the other Party of the breach, the latter may terminate this Agreement, subject to any damages to which it may claim.

4. Collaboration between the parties

In order to ensure the Services' proper performance, the Parties shall cooperate actively and regularly throughout the Agreement's term. For this purpose, the Client shall designate a person in charge and the Client shall communicate the name and contact information of the said person to the Provider. Similarly, during the Services' whole duration, the Provider shall appoint a person in charge whose mission is to represent the Provider. These two managers appointed by each of the Parties shall participate in the Services progress, in accordance with the "Progress of Work" article. Insofar as the results of the Services depend on the information provided by the Client, the Client agrees in particular to :

- make available to the Provider all the elements necessary for the realization of the studies or the works,
- not change the Services under the Proposal, or change decisions already made,
- periodically monitor the Service progress,
- study and check the various documents that the Provider will deliver to it under this Agreement and, if necessary, make remarks,
- allow the Provider's personnel access to its premises when the Provider considers it necessary,
- make available to the Provider all the elements that it deems necessary for the proper understanding of the problem, and respond to any request for information from the latter in a timely manner,

- to put the Provider in contact with all the persons of the company concerned by the problem studied and to designate among them a person in charge invested with a decision-making power with regard to the solutions proposed by the Provider,
- take into account the fact the Provider may not have detailed knowledge of the Client's business activities. Any ambiguity or inaccuracy shall be removed or highlighted by the Client as soon as it becomes aware of it,
- take into account the impact of the Services execution provided in the commercial proposal on the company's organization and ensure a link between the tasks performed and the company's organization.

The information provided by the Parties under this Agreement is important and is critical to this Agreement success. However, if the information provided by the Client proves to be manifestly erroneous, whether caused by the Client or a third party, or insufficient, the Provider may terminate this Agreement or extend the time period for delivery of the consulting results.

5. TEHTRIS Staff

It is expressly agreed that TEHTRIS' personnel called upon to perform the Services shall remain under its sole responsibility in all circumstances, regardless of the conditions of collaboration with the Client's personnel. In its capacity as employer, TEHTRIS shall be responsible for the social and administrative management of its staff.

TEHTRIS' personnel shall be directed and supervised by TEHTRIS, including when services are performed on the Client's site.

TEHTRIS staff shall therefore remain under its administrative and hierarchical authority in all circumstances. Any observations that the Client may make shall under no circumstances be addressed directly to TEHTRIS staff, but to the person designated by TEHTRIS.

TEHTRIS guarantees that the Services will be performed in compliance with applicable labor laws.

6. Progress of the work

Contacts between the two Parties will be organized periodically in order to evaluate the progress of the tasks. The form and frequency of these contacts shall be defined by mutual agreement. These contacts will be the subject of a written report, established by the Provider. In this case, in the absence of any comment from the Client within 15 days from the sending of the said report, the Client will be presumed to accept all the mentions appearing therein, without reservation.

The report may specify:

- The status of the tasks corresponding to each part,
- If any deadlines are set for the Provider, the deviation from the schedule,
- And, all decisions necessary for the proper execution of the tasks referred to in the Proposal.

7. Additional Services/Modifications to the Initial Services

In the event of Services not provided for in the Proposal and/or modifications to the initial Services, TEHTRIS shall not undertake such Services without the Client's express prior consent and without the Parties having agreed on the pricing and performance terms.

8. Reception

Each time the Provider provides a deliverable to the Client, the Client shall review the deliverable and provide written comments, if any, within five (5) business days of the deliverable's receipt.

In the absence of any comment within the said period, the deliverable will be deemed to have been accepted by the Client without reservation, knowing that :

- The different deliverables that make up the Services are independent in terms of validation and/or acceptance,
- Validation and/or acceptance can be used to check the deliverables' conformity against the specifications.
- Any release or use of a Deliverable constitutes receipt of that Deliverable.

9. Remuneration of the Services and price revision

In the event that the financial terms applicable between TEHTRIS and the User are not specified in a specific document, the provisions below of this article "Remuneration of the Services and price revision" shall apply.

The price and payment terms for each of the Services entrusted by the Client to the Provider are defined in the Proposal.

The prices agreed between TEHTRIS and the Client shall be exclusive of taxes and charges. Prices are indexed to the SYNTEC index. They shall be revised on the anniversary date of the Services start in accordance with the revaluation of the SYNTEC index, in accordance with the following formula:

$P = P_o (S/S_o)$ where:

- P represents the price after revision,
- P_o is the price defined in the Proposal,
- S is the most recent SYNTEC index published on the revision date,
- S_o is the SYNTEC index known at the date of signature of the present Agreement.

Travel and accommodation expenses (hotel and meal expenses) incurred by TEHTRIS' personnel in connection with the performance of the Agreement shall be charged to the Client on the basis of the actual expenses duly substantiated. The secretarial services costs, report preparation, reproduction and editing shall be invoiced to the Client on the basis of TEHTRIS' rates.

Unless otherwise specified in the Proposal, invoices are payable within thirty (30) days of invoice date, without discount, by wire transfer.

10. Responsibility

The Parties agree that the Provider's obligations under the Service are obligations of means. The Client is solely responsible, in particular, for the use it makes of the Services.

The Provider's liability shall be limited to direct damages suffered by the Client as a result of the Services performed by the Provider, and shall not be incurred in the event of any loss of profit, loss of clients, loss of data or damage to reputation.

Regardless of the nature, basis and terms of any action brought against the Provider, in the event of proven fault on the part of the Provider, the compensation due to the Client for any loss suffered, and for which the Client must provide full proof as well as proof of the causal link, may not exceed an amount equal to or equivalent to the sums received by the Provider under this Agreement, for the year in progress at the time of the occurrence of the loss.

The Client waives the right to seek the Provider's liability for any damage to files, computer memories or any other documents that the Client may have entrusted to the Provider. The Provider shall not be responsible for the backup of the Client's data, software and any other program, which the Client is responsible for copying.

The Client waives the right to hold the Provider liable for any damage suffered by third parties having used, directly or indirectly, the Services performed by the Provider.

11. Insurance

The Client certifies that it holds an insurance policy covering its own liability or that of its staff, as well as IT risks, and that it will continue to pay the premiums. The Client shall provide TEHTRIS with a certificate of insurance upon first request.

12. Intellectual Property

• Intellectual Property Rights in Pre-existing Works

Each Party shall be deemed to be the sole owner of any know-how, copyright, software, patent, trademark, trade secret or other intellectual or industrial property rights and related rights belonging to it as of the effective date of this Agreement (hereinafter collectively referred to as "Pre-existing Works"). Subject to the rights of use expressly granted under

this Agreement, neither Party acquires any rights in the Pre-existing Works of the other Party. In particular, the standard software provided by the Provider adapted to the Client's own internal needs are and remain the exclusive property of the Provider and/or the owner of the copyright on such software. They do not become in any case the property of the Client. For the duration and within the scope of this Agreement, the Client shall only have the right to use such software, and, if applicable, within the limits of the terms and conditions set forth in the Agreement between the Provider and the owner of the copyrights of such software.

• Intellectual property rights on the Results

In consideration of the payment set forth in the section "Fees for Services", the Provider assigns to the Client all intellectual property rights relating to any deliverable specifically produced by the Provider on behalf of the Client in performance of the Service, as well as the associated documentation (hereinafter the "Results").

The transfer to the Client of the intellectual property rights on the Results is made after complete payment of the price, for all countries, for their legal duration of protection.

The Provider warrants that all intellectual property rights, which it owns, that it grants under the Agreement do not constitute infringement and/or violation of any intellectual property right.

13. Cancellation

In the event of a breach by either Party of its obligations hereunder, which is not remedied within thirty (30) days from the date of dispatch of the registered letter with acknowledgement of receipt notifying the other Party of the breach, the latter may terminate this Agreement, subject to any damages to which it may claim.

In the event of termination of this Agreement, all sums owed by the Client shall become immediately and automatically due and payable.

In the event of receivership or liquidation of either Party, this Agreement shall be terminated by operation of law, unless the administrator decides otherwise, as provided for in Article L. 622-13 of the French Commercial Code.

14. Force majeure

Each Party shall not be liable for any failure to perform its obligations resulting from a case of force majeure, as defined in Article 1218 of the Civil Code and in the case law of the French Supreme Court.

Force Majeure is any event external to the affected Party, of an unforeseeable and insurmountable nature, which prevents either the Provider or the Client from performing all or part of its obligations under this Agreement. In all cases, the prevented Party shall do everything in its power to limit the effects and duration of the force majeure.

In the event that the event is prolonged beyond a period of thirty (30) consecutive days, this Agreement may be terminated by either Party by registered letter with acknowledgment of receipt. Furthermore, in this case, the Client shall pay for all work performed on the day of termination.

15. Non-solicitation of personnel

Each Party undertakes to the other that it will not directly or indirectly recruit, hire or have employed any person who has participated in the performance of the work requested, for the entire duration of this Agreement and for one year from the termination of the contractual relationship defined herein and its amendments.

16. Subcontracting

After informing the Client, the Provider may, if it deems it necessary, use a subcontractor for any part of this Agreement, it being understood that the Provider shall remain solely liable to the Client for the failure of its subcontractors to comply with the terms and conditions of this Agreement.

The Provider shall control and validate the portion of the Service that it has entrusted to a subcontractor.

17. Values and ethics

In application of the principles enshrined in Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life and in national and international Conventions, TEHTRIS pursues a demanding ethical policy and strictly condemns fraud, corruption and influence peddling.

TEHTRIS intends to contract only with Clients who have the same objectives. In addition, TEHTRIS prohibits all anti-competitive practices and is committed to social and environmental responsibility. Consequently, the Client undertakes to actively fight against all forms of fraud, whether social or economic, and all forms of corruption and influence peddling, whether in the context of relations with a public and/or private agent, at the international, national or local level, whether these practices are engaged directly or indirectly.

In this respect, the Client certifies that he has not, directly or indirectly, made or offered and undertakes not to make or offer, promise, give, authorize or accept any payment, present, promise or any other benefit, for the use or benefit of any other person, where such payment, present, promise or benefit is or would be for the purpose of :

- to influence an act or decision of that person;
- to induce that person to perform or refrain from performing an act in violation of legal obligations;
- to obtain an undue advantage;
- do or refrain from doing any act in violation of the laws applicable to the activities governed by the Agreement.

The Client undertakes to impose on its employees and any subcontractors the obligations provided for in this article and to ensure that its subcontractors and co-contractors undertake the same.

In the event of Client's breach of the foregoing covenants, TEHTRIS reserves the right to terminate this Agreement without notice for Client's default.

The Agreement may be terminated immediately and by operation of law, by registered letter with return receipt requested, without further formality in the event of a violation by the Client, or any of its shareholders, of any Sanctions Regulations (hereinafter "Sanctions Regulations") or if the Client or any of its shareholders is directly subject to any Sanctions Regulations. Termination shall take effect on the day following the date of receipt of such notice by the Client, unless another effective date of termination is specified by TEHTRIS to the Client in such notice and without the need for TEHTRIS to put the Client on notice. Sanctions Regulations shall mean: (i) all French legal and regulatory provisions relating to the fight against corruption and influence peddling, (ii) foreign regulations relating to the fight against corruption with extraterritorial scope, in particular the US Foreign Corrupt Practices Act and the UK Bribery Act insofar as they are applicable, and (iii) international restrictive measures adopted against natural or legal persons.

18. Privacy

The Parties agree to keep strictly confidential and not to disclose or communicate to third parties, by any means whatsoever, any information identified as confidential by the inscription of the word "CONFIDENTIAL" on all the documents concerned, when disclosed.

At the very least, information of a sensitive nature, particularly of an ethical, financial, economic, technical or commercial nature, exchanged between the Parties or of which the Parties have become aware in the performance of this Agreement, regardless of the medium used for such transmission, shall be considered confidential. Each of the Parties undertakes to take all necessary steps to ensure that its personnel respect its confidentiality undertaking.

Confidentiality shall not apply to information known to the other Party prior to its communication, to information obtained from third parties by legitimate means, to information developed independently, to information the disclosure of which has been required by the application of a mandatory legal or regulatory provision or by the application of a final court decision, or to information made public by the communicating Party.

This section shall remain in effect for the duration of this Agreement and for two years after termination of the contractual relationship.

19. Protection of personal data

This clause shall only apply in the event that the Provider has access to and is required to process, on behalf of the Client in the performance of the Agreement, personal data (hereinafter the "Data" or "Personal Data") within the meaning of Article 4-1 of the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (hereinafter the "Regulation"). Otherwise, the Parties expressly acknowledge that this clause is not enforceable against them.

In this respect, the Parties declare that the Provider acts as a processor within the meaning of Article 4-8) of the Regulation. For its part, the Client acts as a data controller within the meaning of Article 4-7) of the Regulation. Each of the Parties undertakes to comply with all the obligations resulting from any regulation relating to the protection of personal data, in particular the provisions arising from the Regulation. In particular, the Provider undertakes to comply with the provisions of Article 28(3) of the Regulation. In the event that the Provider has access to and processes Personal Data, the Client shall provide the Provider with a list of the processing operations carried out on behalf of the Client in execution of this Agreement.

References

The Provider reserves the right to include the Client's name in a list of references, unless the Client advises otherwise. In no case, this reference will not affect the confidentiality commitment defined in the article "Confidentiality".

20. Partial invalidity

If one or more of the provisions of this Agreement are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other provisions shall retain all their force and scope.

21. Transfer

The Parties shall not assign the benefit of this Agreement in any capacity whatsoever, except by prior written agreement between them.

22. Language, applicable law, amicable procedure and attribution of jurisdiction

If the Contract is written in more than one language or translated, the French version shall prevail.

The present General Conditions and the contractual documents are governed by French law.

In the event of any difficulty in the interpretation and/or performance of this Agreement or any of its amendments, the Parties agree, in the first instance, to cooperate diligently and in good faith in order to find an amicable solution to their dispute.

To this end, as soon as a Party identifies a dispute with the other Party, it shall request the convening of an ad hoc meeting of the officials of each Party to discuss the resolution of the matter in dispute. This meeting shall be convened by registered mail with return receipt. This meeting shall be held within a maximum of fifteen (15) days from the date the request is sent.

In the absence of such an amicable settlement, any possible dispute which has not been settled within thirty (30) days from the date of dispatch of the request for an ad hoc meeting, will be brought by the most diligent Party before the Commercial Court of Paris to which the Parties attribute exclusive jurisdiction, notwithstanding plurality of defendants or appeal in guarantor.