DQE Software Terms of Service

These Terms of Service (the "**ToS**") are entered into between DQE Software, a simplified joint stock-company (société par actions simplifiée) , with a capital of EUR 258 139,00, registered under unique identification number 504403387 (RCS Nanterre) under the laws of France, whose office is located 102 à 116 Rue Victor Hugo 92300 Levallois Perret (France) ("**DQE**") and the Customer and any beneficiaries designated in the Order Form (together the "**Customer**")

If the Customer has ordered DQE Product(s) or Service(s) to one of our authorized Reseller, the use of DQE Product(s) and Service(s) shall be governed by these ToS and the provisions of article 11.7 "Order placed with Reseller" hereinafter.

1. Definitions

Capitalized terms shall have the meaning set forth to them either at the time of their first use or in the definition below.

1.1 "**Affiliates**" means any corporation or other entity that controls, is controlled by, or is under common control with a party. A corporation or other entity will be deemed to control another if it owns or controls more than fifty percent (50%) of the voting stock or other ownership interest in the corporation or entity.

1.2 "**Agreement**" shall have the meaning set forth in Section 11.5.

1.3 "**Authorized User**" means any person authorized by the Customer to use the DQE Products or benefit from the Services for Customer internal business purposes, in accordance with the terms and conditions set forth in the Agreement.

1.4 "**Commitment Period**" means, as the case may be, the minimum period of subscription specified in the Order Form starting from the Effective Date. The Prices have been defined and agreed between the Parties in consideration of such Commitment Period.

1.5 "**Confidential Information**" means non-public information that is disclosed by or on behalf of a Party under or in relation to the Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure, such as, but not limited to, technical information concerning the DQE Products or Services, Data, financial and commercial information exchanged between the Parties, login credentials to access platforms or testing platforms. Confidential Information does not include information which, and solely to the extent it: (i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (ii) was known or becomes known to the receiving Party from a source other than disclosing Party or its representatives without having violated any confidentiality agreement of the disclosing Party; (iii) is independently developed by the receiving Party without the use or benefit of any of the disclosing Party's Confidential Information; or (iv) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

1.6 "**Customer**" means the signatory company and, as the case may be, the beneficiary(ies) referred to in the Order Form authorized to use the DQE Products and Services in accordance with the terms and provisions set forth in these Agreement.

1.7 "**Data**" means all information and data owned or operated by the Customer and processed by DQE in accordance with the terms and conditions set forth in the Agreement. The Data may contain personal data, which will be processed in accordance with Exhibit "Data protection agreement", unless otherwise specifically agreed with the Customer.

1.8 "**Documentation**" means the user guide and any other documentation relating to the use of the Products or Services.

1.9 "**DQE Products**" means software provided by DQE referred to in the Order Form, including any Updates. DQE Products do not include Services or early release, beta versions or Evaluation Product, if any.

1.10 "**Effective Date**" means the date set forth in the Order Form, or failing this, the date of last signature by the Parties.

1.11 « **Order Form** » means a quotation or ordering document related to DQE Products, Evaluation Products or Services purchased by the Customer, The Order Form forms an integral part of the Agreement.

1.12 « **Price** » means the price set forth in the Order Form or in an Exhibit for DQE Products and Services.

1.13 « **Reseller** » means the legal entity authorized by DQE to commercialize the Products or Services to Authorized Users, alone or in combination with its services offering.

1.14 "**Services**" means the services provided by DQE as listed in the Order Form or in an Exhibit.

1.15 "**Updates**" mean any successive version of DQE Products including one or more Anomaly correction(s), technical improvements and/or functionalities provided by DQE as part of the support services.

2. Term

2.1 The Agreement shall enter into force on the Effective Date and continue for the subscription period set out in the Order Form (the "**Initial Commitment Period**"). At the end of the initial term, the Agreement shall be automatically renewed for successive periods of one (1) year ("**Renewal Period**"), unless written notice to the contrary is given by a Party to the other by registered letter with acknowledgement of receipt at least three (3) months before the end of the Initial Commitment Period or a Renewal Period.

2.2 Where the Customer orders ad hoc services, the Agreement shall terminate upon completion of the Services.

2.3 Where the Customer orders the Services for a proof of concept (POC) project, the Agreement shall terminate upon completion of the POC.

3. Services

3.1 **Configuration Service**. The Customer shall be solely responsible for the setting and configuration of the DQE Products and Services in accordance with the Documentation.

3.2 **Acceptance**. Unless otherwise provided in the Order Form or a statement of work (SoW), the implementation of the DQE Product and

Services is carried out by the Customer. However, in the absence of any express comment by the Customer within 30 calendar days following the implementation of the Services or the sending by DQE of the DQE Product and Services acceptance form, the DQE Products and Services shall be deemed accepted by the Customer without reservation.

3.3 **Support**. Support and service levels are described in the Support Terms which are incorporated herein by reference.

3.4 **Suspension**. Without limiting its other rights and remedies, DQE reserves the right to suspend all or part of the Services and Customer's access to DQE Products in the event of (a) a proven risk to the stability and/or security of its systems, the Services and/or the Data, (b) scheduled maintenance, (c) a request from a competent administrative or judicial authority or if required by applicable law, including Export Control Laws, (d) Customer or any Authorized User is in violation of the terms of this Agreement, (e) late payment by the Customer of more than ten (10) days from the payment due date. Such suspension may take place immediately and without prior notice in case of emergency without prejudice to DQE's other rights and remedies. The aforementioned suspensions shall not be considered as Service unavailability time and do not relieve the Customer of its obligation to pay all amounts due under the Agreement. DQE will use reasonable efforts to notify without undue delay Customer prior to any suspension, unless prohibited by applicable law or court order.

3.5 **Evaluation**. If Customer is provided access to DQE Products or Services for evaluation purposes during a Proof of Concept (POC) Project ("**Evaluation Products**"), use of the Evaluation Products or Services is only authorized in a non-production environment and for the period agreed for the POC in the Order Form. DQE will make the applicable DQE Product or Service available to Customer, solely for its internal business operations on an evaluation basis until the earlier of: (a) the end of the evaluation period; (b) the start date of any purchased DQE Product subscription ordered by Customer; or (c) termination by DQE in its sole discretion. Notwithstanding any other provision in the Agreement, the right to use the Evaluation Products is provided "AS IS" without indemnification, Support, service level credits, or warranty of any kind, expressed or implied. It is expressly agreed

between the Parties that the login credentials information provided by DQE to Customer as part of a POC or demonstration of its Services are strictly personal and shall only be used by the Customer's employees on a need-to-know basis, solely in connection of the POC. Under no circumstances shall such information be transferred or transmitted to any other third party (in particular a competitor of DQE), whether in return for payment or free of charge.

3.6 **Connectivity to Third-Party Software**. Use of DQE Products to connect or interoperate with or access third -party web-based applications or services may be governed by terms and conditions established by such third party. Third-party application programming interfaces, database and other third-party applications or services ("**Third-Party Software**") are not managed by DQE, and DQE shall have no liability for connectivity if any Third-Party Software are changed or discontinued by the respective third parties. DQE does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Software.

4. Intellectual Property

4.1 **Ownership – Retention of rights**. DQE and / or its Affiliates is and remains the sole owner of the DQE Products and of the intellectual property associated with the Services, and in particular the Documentation, software, solutions, Updates, new versions and any component developed by DQE and provided to the Customer, including any modification, improvement and derivative works based on these elements, even if they have been requested or suggested by the Customer ("**Intellectual Property Elements**"). No right or title to the Intellectual Property Elements shall be transferred to the Customer for any purpose whatsoever. All intellectual property rights not explicitly granted to Customer are reserved and DQE, its Affiliates, and their respective suppliers or licensors, where applicable retain all right, title and interest in and to the DQE Products, including all intellectual property rights embodied therein.

4.2 **License**. DQE grants the Customer a non-exclusive, non-transferable and non-sublicensable right to access and use the DQE Products (i) for the sole purpose of its business operations, (ii) for the territory specified in the

Order Form (if any), (iii) for the term set forth in the Order Form, and (iv) subject to any additional conditions and limits set forth in the Order Form. Nothing herein shall be deemed to grant Customer any right to license or to alter or modify the DQE Products and Services in any manner and/ or reverse engineer, decompile, disassemble or otherwise copy or use the DQE Products and Services.

4.3 **Interoperability.**At the Customer's request, DQE will provide the Client with necessary information to perform interoperability of DQE Products with other softwares. Such information shall be considered "Confidential Information" within the meaning of article 8 (Confidentiality) hereof. In accordance with the provisions of article L122-6-1 of the French Intellectual Property Code, this information shall not under any circumstances:

be used for any purpose other than the interoperability of DQE Products;

be disclosed to third parties unless such disclosure is necessary to perform interoperability;

be used for the development, production or marketing of software substantially similar to DQE Products or for any act infringing DQE's copyright.

4.4 **Representation and warranties**. DQE represents and warrants that it has the right and authority to grant to the Customer the license as per section 4.2.

4.5 **Indemnification** . DQE will indemnify and hold Customer and its directors, officers, employees, agents, and permitted successors and assigns harmless from any damages and costs awarded against Customer and its directors, officers, employees, agents, successors and assigns as a result of an IP Claim. For the purpose of this section, an " **IP Claim** " is a claim brought by a third party alleging that the DQE Products or Services, as delivered by DQE and used as authorized under this Agreement, infringes upon any third- party rights including copyright, trademark or a patent. Customer shall defend, indemnify and hold DQE and its directors,

managers, officers, employees, agents, resellers, licensors, Affiliates, successors and assigns harmless from any damages and costs awarded against DQE as a result of a third-party claim.

4.6 DQE shall have no obligation if such IP Claim results from (i) the use of the DQE Products or Services in combination with any other product or service provided by a third party; (ii) a modification of the DQE Products or Services not provided or authorized by DQE; (iii) or the use of the DQE Products or Services in a manner not contemplated by the Agreement or the Documentation.

4.7 The above shall only apply on the express condition that the Customer: informs DQE without delay of the IP Claim; entrusts DQE with the conduct, at its own expense, of the defense; provides DQE with all information and assistance reasonably necessary for such defense; does not accept any amicable settlement without the prior written consent of DQE.

4.8 In the event that a DQE Product or Service is the subject of, or is likely to be the subject of, any infringement claim, DQE may, at its own discretion and in order to avoid such claim, either secure for the Customer, at no additional cost, the right to continue to use the DQE Product or Services in accordance with this Agreement or modify or replace all or part of the DQE Product or Services, at no additional cost to the Customer.

4.9 This article sets forth the entire liability of DQE with respect to an infringement action. DQE shall have no additional liability with respect to any alleged or proved infringement.

5. Financial conditions

5.1 **Prices**. Customer shall pay any fees due in accordance with the payment terms set forth in the Order Form in consideration of the license granted and Services provided by DQE.

It is agreed between the Parties that the price associated with hosting, support for DQE Products is included in the subscription fee set forth in the Order Form.

Payments are non-cancelable, non-refundable and non-creditable with no right of offset or suspension, except in case of error or as otherwise

expressly provided in the Agreement. As an exception, in case Customer terminates the Agreement for material breach of DQE's obligations, Customer shall be refunded a prorated amount of any prepaid fees as from the termination effective date. Subscription fees are due and owing for the full Subscription Term and as long as the Agreement is not terminated pursuant to Section 9 (Termination).

Fees for consulting Services or training are exclusive of travel costs and expenses. Travel costs and expenses must be agreed in writing by the Customer prior to any reimbursement request and all receipts must be provided to the Customer to support any reimbursement request.

In the event Customer's use of DQE Products exceeds purchased quantities, Customer will be invoiced and shall pay any additional fees at the then current prices, without limiting DQE's other rights and remedies pursuant to the Agreement.

5.2 **Taxes**. The Prices are in US dollars. All payments required by this Agreement are exclusive of all applicable taxes, duties and similar charges, all of which Customer will solely be responsible for and will pay in full, except for taxes based on DQE's net income.

5.3 **Price revision**. All Prices indicated in the Order are subject to annual revision, on the anniversary date of the Agreement's Effective Date, by applying the following formula: $P1 = P0 \times (S1 / S0)$.

"P1" corresponds to the revised Price,
"P0" corresponds to the original contract price or last revised price,
"S0" corresponds to the latest SYNTEC index published on the Effective Date, or the index used for the last revision,
"S1" corresponds to the latest index published on the Revision Date.

5.4 **Evolution**. DQE reserves the right to change its prices at any time. Price changes are notified to the Customer with at least two (2) months' notice and are applicable on the effective date provided in the notification or two (2) months after receipt of the electronic notification by the Customer. If the Customer considers that the modifications are not acceptable, the

Customer may terminate the Contract by sending DQE a letter of termination with acknowledgement of receipt referring to the present article, before the new pricing conditions come into force. In the absence of any termination notice from the Customer, the Price revision will be deemed accepted by the Customer, and the latter waives its right to terminate the Contract for this reason.

5.5 **Payment**. Unless otherwise specified in the Order Form, invoices are due for payment within 30 days of receipt. Any period of subscription commenced shall be due and payable. Customer shall not be entitled to any refund in the event of non-use or partial use, suspension or cessation of use of the DQE Products or Services before the end of the subscription period.

5.6 **Default and late payment**. If any fees or other sum due from Customer shall not be received by DQE within ten (10) days of its due date, then Customer shall pay to DQE a late fee as set forth in the Order Form. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost that the DQE will incur by reason of the late payment by Customer. If Customer fails to make any payment when due, DQE may, without limiting its other rights and remedies, temporarily suspend Customer's account or access to DQE Products. Customer will remain responsible for all fees incurred before and during any suspension.

Processing carried out by DQE on behalf of its Customers, when the latter use the services of DQE (Subcontractor)

DQE is entrusted with access to Customer Personal Data databases and/or the Processing of Personal Data as part of the Services offered by DQE, either directly or through Partners. In this case, DQE always acts in the name and on behalf of Customers, on the basis of their contractually defined instructions.

The Customer is the "Data Controller" and DQE acts as a "Subcontractor" or, when acting through its Partner, as a "Subsequent Subcontractor", within the meaning of the Applicable Regulations.

The following elements describe the characteristics of the Processing entrusted to DQE by Customers and the way in which they are contractually governed.

6. Customer obligations

6.1 Customer shall cooperate in good faith with DQE whenever reasonably necessary to facilitate the provision of the Services.

6.2 The Customer acknowledges that its active cooperation is necessary to the proper performance of the Agreement. The performance of the Services requires careful monitoring from the Customer. If necessary, the Customer will appoint a contact person among its staff with appropriate skills to efficiently communicate with DQE.

6.3 In addition, the Customer is responsible for ; (i) backing up its Data, (ii) its network accesses, systems, environments and Data; (iii) ensuring compliance with the provisions of the Agreement by its Authorized Users and, more generally, by all third parties under its control; (iv) the confidentiality of the Authorized Users' passwords and names and monitoring unauthorized access to the Services; (v) acquiring and maintaining, at its own expense, any software, equipment and telecommunications services that may be used in connection with the Services.

7. Limitation of liability

7.1 DQE may only be held liable in the event of proven fault or negligence. DQE's liability shall be limited to direct damage, to the exclusion of all indirect damages of any kind whatsoever.

7.2 In all events and regardless of the nature or basis of the action, the total liability of DQE under this Agreement, for any damage whatsoever, shall be limited to the amount (excluding taxes) paid or due by the Customer for the current year for the provision of DQE Products or Services which caused the damage suffered by the Customer under the corresponding Order Form.

7.3 When the DQE Products are provided for evaluation purposes during a POC, DQE's liability under this Agreement for any damage whatsoever shall be limited to the amount of the POC or, if the POC is free, EUR 100.

7.4 In addition, DQE shall not be liable for (i) the use of the DQE Products or Services by the Customer or an Authorized User in a manner inconsistent with its Documentation, the Agreement or Applicable Law; (ii) delays, failures or non-performance caused by the Customer and/or a third party (other than a DQE subcontractor); (iii) any content of the Customer, an Authorized User or a third party, including the Data ; (v) an event of force majeure.

7.5 The Customer uses the DQE Products and Services under its sole responsibility and shall be solely responsible for the lawfulness of the Data. Customer shall hold DQE harmless against any claims in connection with the Data.

7.6 The Customer declares to be fully aware of the Internet, its characteristics and limitations and acknowledges in particular that the reliability of Data transmission over the Internet is only relative from a technical point of view, as it travels over heterogeneous networks with varying characteristics and technical capacities, which are sometimes saturated at certain times of the day and that certain specific networks may depend on special agreements and be subject to access restrictions which may prevent access to the Services (particularly in SaaS mode).

8. Confidentiality

Each Party shall protect the other Party's Confidential Information using the same degree of care used to protect its own confidential information, but in no event less than a reasonable degree of care. The receiving Party shall not (i) use Confidential Information for any purpose outside the scope of this Agreement, or (ii) voluntarily disclose Confidential Information except to employees, contractors and agents as required to perform its obligations under the Agreement. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of five (5) years following any termination of the

Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the DQE Products and all pricing information shall be the Confidential Information of DQE.

9. Termination

9.1 In the event of a material breach by one of the Parties of any of its obligations hereunder, which is not remedied within thirty (30) calendar days after written notice thereof, the Agreement shall be terminated as of right, without prejudice to any right and remedies the other Party may have.

9.2 DQE reserves the right to terminate the Agreement as of right and without notice in the event that the Customer acquires direct or indirect control, of a company competing with DQE or comes under the direct or indirect control of a competing company.

9.3 Furthermore, the Parties agree that the Agreement shall be terminated as of right in case of termination of DQE's license with the database producer for any reason whatsoever. In such a case, DQE shall inform the Customer as soon as possible and reimburse the Customer for any overpaid fees.

9.4 **Insolvency**. Either Party may terminate this Agreement if the other Party terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.5 **Consequences**. Upon termination of the Agreement for any reason whatsoever, the Customer shall stop using the Services and return to DQE the Confidential Information (such as the Documentation). DQE shall delete all the Customer's Data from its servers within thirty (30) days following the date of termination and certify to the Customer in writing that all Data and copies thereof have been permanently erased from its system. The Customer shall pay the amounts due for the remaining Commitment Period unless the Agreement is terminated for serious breach and to the exclusive fault of DQE.

10. Modification of the Services

DQE reserves the right to modify the Services, provided that DQE maintains a level of quality and functionality at least equivalent to the previous level and informs the Customer accordingly.

11. Miscellaneous

11.1 **Notifications**. Any claim or notice of termination should be sent to DQE, by registered mail, at the postal address given at the top of this document.

11.2 **Subcontracting**. DQE is allowed to subcontract all or part of the Services to subcontractors with the necessary experience and skills DQE shall remain solely responsible for the performance of the Agreement.

11.3 **Insurance**. Each Party shall take out and hold insurance policies from a known creditworthy insurance company covering the financial consequences of its liability and damages under the Agreement.

11.4 **Assignment**. This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however that each of the Parties may, without such consent but with notification, assign this Agreement to any of its parent company, Affiliates, subsidiary or in the event of its merger or consolidation with a third party. If the assignee or transferee is a direct or indirect competitor of the other Party, the Agreement may be terminated by such other Party, as of right and without any penalty.

11.5 **Entire Agreement**. In decreasing order of priority, (i) the Order Form(s), (ii) the present Terms of Services, (iii) the appendix "Data protection agreement" and any other appendix attached to in an Order constitute together the entire agreement between the Parties (the " **Agreement** "). The Agreement supersedes any other previous agreement, letter, offer, or contractual document having the same purpose. The Customer's standard agreement or general terms and conditions are expressly excluded, even if they have been automatically or manually added to an order form or accepted in any way as part of an order placement or electronic invoicing process set up by the Customer.

11.6 **Relationship**. The relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed as constituting venture, employment, association, franchise, partnership, or agency between the Parties for any purpose whatsoever.

11.7 **Order placed with a Reseller**. This section shall apply to Customers placing orders of DQE Products or Services with a Reseller.

11.7.1 **Commercial terms**. As an exception to section 5.1 "Prices", the Customer shall pay the price due directly to the Reseller, in accordance with the terms and conditions agreed between the Customer and the Reseller. The Reseller is responsible for the accuracy of the information provided to DQE Software. In the event of late payment or non-payment of sums owed by the Reseller to DQE Software, DQE Software reserves the right to suspend or terminate Customer's and/or Authorized User's access to DQE Products and Services. If the Customer is entitled to a refund under these ToS, DQE Software will reimburse the corresponding amount to the Reseller who will be responsible for reimbursing the Customer.

11.7.2 **Relationship with DQE Software**. These ToS apply to the Customer and govern the use of DQE Products and Services by the Customer. Reseller is not authorized to modify these terms or to make any commitments on behalf of DQE Software other than those contained herein. DQE is under no obligation to the Customer except as set forth herein. DQE Software is not a party to any agreement between Customer and the Reseller and is not responsible for the actions, omissions, products or services of the Reseller. The amount paid or due by the Reseller to the DQE Software for Customer's use of DQE Products and Services under the Agreement shall be deemed to be the amount paid or due by the Customer to DQE under the Agreement, in particular for the purpose of section 7 "Limitation of Liability".

11.8 **Exclusion of Consumer Law**. The Customer acknowledges that it is acting in its capacity as a professional within the meaning of the French Consumer Code and therefore waives the rights that the said Code ascribes to the status of non-professional or consumer in its contractual relationship with DQE.

11.9 **Reference**. The Customer hereby grants DQE the right to use and display its name, trademarks and other identifying signs as a business reference in its press releases, brochures, on its website or at client presentations, conferences and trade fairs.

11.10 **Severability**. If any of the provisions herein are held to be invalid or declared invalid pursuant to any law, regulation or final decision of a competent court, they shall be deemed to be unwritten. The other provisions shall remain in full force and effect.

11.11 **Electronic signature and evidence**. The Agreement may be executed through electronic signature technology that complies with applicable law governing the electronic signature. The electronic signature shall have the same validity, legal effect and admissibility in evidence as an original handwritten signature. Electronic records, data, information or other documents maintained by DQE in electronic form will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those records, data or information in the same manner as an original paper document. The Customer waives any right to object to the introduction of any such records, data, information or documents into evidence on that basis.

11.12 **Survival**. Expiration or termination of the Agreement for any reason whatsoever shall not affect in any way the survival of any right, duty or obligation of either Party hereto which is intended to survive such termination, in particular sections "Liability", "Confidentiality", "Governing Law" and "Dispute resolution – Jurisdiction".

11.13 **Governing law**. The Agreement is to be construed in accordance with and governed by the laws of France.

11.14 **Dispute Resolution — Jurisdiction**. Should any dispute arise in relation to the performance, terms or termination of the Agreement, the Parties shall endeavor to reach an amicable solution to their dispute. If they are unable to do so within thirty (30) days following notification of the dispute, the Parties may submit the dispute to the exclusive jurisdiction of Paris.