

## End User License Agreement

*(Software as a Service Agreement)*

**PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE. BY USING THIS SOFTWARE , YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT USE THE SOFTWARE.**

This “Software as a Service” or “SaaS” Agreement (the “Agreement”) is made between the “Provider” and the “Customer” as defined below for the acquisition of SaaS Software and related Maintenance and Support Services.

Provider and Customer are individually referred to hereinafter as a “Party” and collectively referred to as the “Parties”.

### 1. Definitions.

Capitalized terms not defined in context shall have the meanings assigned to them below:

**1.1 “Affiliate”** means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists, control as defined by applicable law.

**1.2 “Customer”** means the legal entity mentioned in the Quote.

**1.3 “Documentation”** means the then current user manuals and technical information relating to the understanding and use of the Software, documents describing the functionalities of the Software as well as any written information, diagrams or flowcharts necessary for the use, installation or operation of the Software that Provider makes available on the following link <https://docs.sweep.net/sweep/-MY-CxoPOo4FRJcYaXFs>.

**1.4 “Maintenance and Support Services”** means set of activities performed by Provider aimed at ensuring Software's stable functioning, scalability, high performance, and security, including any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the Software in working order, as stated in the Maintenance and Support Services section below.

**1.5 “Order”** means either (i) a quotation issued to Customer with the Software and/or services offered by Provider and signed by the Parties (“Quote”), (ii) a Provider’s Quote referenced on a PO that states that it is governed exclusively by such quotation, (iii) an order placed through a Partner. Each Order shall be Customer’s irrevocable commitment to purchase and pay for the Software and/or services stated in the Order and each Order placed with Provider shall be subject to approval by Provider in writing or by performance.

**1.6 “Partner”** means a reseller or distributor that is under contract with Provider, legally authorized to resell the Software and services of Provider.

**1.7 “Provider”** means Sweep SAS, Société à mission under the laws of France, registered with the Trade and Companies Registry of Montpellier under number 883 967 879 and having its registered office at 954 Avenue Jean Mermoz, 34000 Montpellier, France.

**1.8 “SaaS Software”** or “Software” means software provided or made available to Customer under this Agreement as well as any new versions of such software that are made available to Customer pursuant to this Agreement, and all copies of the foregoing.

**1.9 “Subscription”** means a monthly or annual licensing model, allowing Customer to use the SaaS Software and its updates for a recurring payment only during the Subscription Term mentioned in the Order.

**1.10 “Use”** means Customer’s installation, deployment, access of or provision of access to, or operation of Software.

## **2. License terms.**

**2.1 General.** Subject to Customer’s compliance with the terms of this Agreement, Provider grants to Customer a non-exclusive, non-transferable and non-sublicensable license to Use the quantities of SaaS Software purchased from Provider or a Partner (the “License”). Customer shall only Use the SaaS Software to support the internal business operations of itself and its worldwide Affiliates.

**2.2 Software as a Service.** If an Order provides Customer with a right to access and use SaaS Software installed on equipment operated by Provider or its suppliers, the License for such Software shall be granted for the duration of the term stated in such Order (the “Subscription Term”), as such term may be extended by automatic or agreed upon renewals.

**2.3 Use by Third Parties.** Customer may allow its vendors, outsourcing providers, and contractors (each, a “Third Party User”) to Use the Software and Documentation provided to Customer hereunder solely for purposes of providing services to Customer, provided that Customer ensures that (i) the Third Party User’s access to or use of the Software and Documentation is subject to the restrictions and limitations contained in this Agreement, including, but not limited to those in the Export control section, and the applicable Order, (ii) the Third Party User cooperates with Provider during any audit that may be conducted by Provider. Customer agrees that the acts and omissions of its Third Party Users related to this Agreement and/or the Software shall be deemed the acts and omissions of Customer.

## **3. Restrictions.**

**3.1 Prohibited Uses with the Software.** Customer may not, nor allow any third party to reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the SaaS Software, or any part thereof unless and to the extent (a) such restrictions are prohibited by applicable law and (b) Customer has requested interoperability information in writing from Provider and Provider has not provided such information in a timely manner. In addition, Customer may not, nor allow any third party to (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Software, Documentation or any part thereof, (ii) resell, sublicense or distribute the Software or Documentation, (iii) provide, make available to, or permit use of the Software, in whole or in part, (except as expressly set forth herein), (iv) use the Software or Documentation to create or enhance a competitive offering or for any other purpose which is competitive to Provider. Furthermore, Customer will not, nor allow any third party to distribute or publish the licensing files designed to enable an authorized user to run the Software

provided by Provider or use any other means of circumventing copy protection, to install, operate, or access the Software. Customer understands and agrees that the Software may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third-party products.

**3.2 Prohibited Conduct.** When using the SaaS Software, Customer shall not: (i) use the SaaS Software in breach of applicable law and in particular Customer will not transmit any content or data that is unlawful or infringes any intellectual property rights of third parties; (ii) circumvent or endanger the operation or security of the SaaS Software or attempt to probe, scan or test the vulnerability of the SaaS Software, the SaaS environment, or a system, account or network of Provider or any of Provider's customers or suppliers; (iii) transmit unsolicited bulk or commercial messages; or (iv) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items. Customer shall cooperate with Provider's reasonable investigation of SaaS environment outages, security issues, and any suspected breach of this section, and shall, at its expense, defend Provider from any claim, suit, or action by a third party (a "Third Party Claim") alleging harm to such third party caused by Customer's breach of any of the provisions of this section. Additionally, Customer shall pay any judgments or settlements reached in connection with the Third Party Claim as well as Provider's costs of responding to the Third Party Claim.

#### **4. Data stored in the SaaS Software.**

Customer may store data on the SaaS environment. Customer is solely responsible for collecting, inputting, validating and updating all data stored in the SaaS Environment. Customer represents and warrants that it has obtained all rights, authorizations and consents necessary to use and transfer all Customer and/or third-party data within and outside of the country in which Customer is located (including providing adequate disclosures and obtaining legally sufficient consents or authorizations from Customer's employees, customers, agents, and contractors).

#### **5. Proprietary Rights.**

Customer understands and agrees that (i) the Software is protected by copyright and other intellectual property laws and treaties, (ii) Provider owns the copyright, and other intellectual property rights in the Software, (iii) the Software is licensed, and not sold, (iv) this Agreement does not grant Customer any rights to use Provider's trademarks or service marks and (v) Provider reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

#### **6. Access to the Software.**

Upon signature of this Agreement, Provider will provide to Customer, on a digital support, the access to the latest updated version of the Software and its Documentation.

#### **7. Availability.**

Provider will make reasonable efforts to make the SaaS Software available twenty-four hours a day, seven days a week except for scheduled maintenance, the installation of updates, those factors that are beyond the reasonable control of Provider as described in the Service Level Agreement (SLA) incorporated herein as Appendix 1 of this Agreement, Customer's failure to meet any minimum system

requirements communicated to Customer by Provider, and any breach of this Agreement by Customer that impacts the availability of the SaaS Software.

## **8. Security.**

**8.1 Security Policies.** Provider takes the security and confidentiality of its Customer's data (including Personal Data) seriously. Provider is committed to maintaining and improving its information security practices and minimizing exposure to security risks. To that end, Provider's Information Security Policy is incorporated herein as Appendix n°2. Customer agrees that Provider may modify its Security Policy so long as it does not materially decrease the overall level of protection provided.

**8.2 Data hosting.** Provider uses commercial hosting providers to host the SaaS Software. The relevant hosting provider will be identified as a sub- processor. Provider will only use hosting providers that meet industry standard security requirements and undergo independent assessments of their security procedures such as Service Organization Control (SOC) audits, SSAE 18 audits, and/or ISO certifications. Provider shall provide copies of the hosting providers' certifications upon request. During the implementation phase of the SaaS Software, Customer will be provided the option of selecting which geographic region the SaaS Software will be hosted. Once selected, Provider shall not change the geographic region without Customer's prior consent.

## **9. Suspension.**

Provider can temporarily limit or suspend Customer's access to the SaaS Software to prevent damages, if it is sufficiently probable that the continued use of the SaaS Software may result in harm to the SaaS Software, other Provider customers, or the rights of third parties in such a way that immediate action is required to avoid damages or Customer is in breach of the Restrictions section above. Provider will notify Customer of the limitation or suspension without undue delay. If circumstances allow, Customer shall be informed in advance by email. Provider will limit the suspension or limitation in time and scope as reasonably possible under the circumstances and will promptly restore access, and notify Customer of the restoration, when the issue causing the suspension or limitation has been resolved.

## **10. Payment and Taxes.**

Customer agrees to pay to Provider (or, if applicable, to Partner) the fees specified in each Order. Customer will be invoiced promptly following the provision of access to the Software and shall make all payments due to Provider in full within thirty (30) days from the date of each invoice or such other period (if any) stated in a Quote. Provider reserves the right to charge Customer a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Provider by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid. The fees stated in an Order may not include taxes. If Provider is required to pay sales, use, property, value-added, other taxes based on the purchase or use of Software, or Maintenance and Support Services provided under this Agreement, then such taxes shall be billed to and paid by Customer. This section does not apply to taxes based on Provider's income.

## **11. Termination.**

**11.1 General.** This Agreement or the Licenses granted hereunder may be terminated (i) by mutual written agreement of the Parties or (ii) by either Party for a breach of this Agreement by the other Party

that the breaching Party fails to cure to the non-breaching Party's reasonable satisfaction within thirty (30) days following its receipt of notice of the breach.

**11.2 End of term obligations.** Upon termination or expiration of this Agreement or the Licenses for any reason, all rights granted to Customer for the applicable Software shall immediately cease and Customer shall immediately (i) cease using the applicable Software and all Documentation and other materials associated to the Software and (ii) ensure that all applicable Third Party Users do the same, (iii) cease using the Maintenance Services associated with the applicable Software, (iv) pay Provider (or the applicable Partner) all amounts due and payable up to the date of termination and shall not be entitled to any refund.

**11.3 Reversibility.** Following the termination or the expiration of this Agreement or the Licenses for any reason, Provider shall delete Customer's data held by Provider except to the extent necessary to allow Provider to comply with legal or regulatory orders or requirements, unless Customer requests such data be returned. In that effect, Customer shall notify Provider at least 30 (thirty) days before the termination or expiration of its intent to have its data returned. Provider shall then return such data to the extent allowed by applicable law in a commonly used format.

**11.4 Survival.** Any provision of this Agreement that requires or contemplates continued performance after termination or expiration of this Agreement or the Licenses, is enforceable against the other Party and their respective assignees notwithstanding such termination or expiration, including without limitation, the Restrictions, Export Control, Payment and Taxes, Termination, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidentiality, Audit of this Agreement. Termination of this Agreement or the Licenses shall be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

## **12. Export Control.**

Customer acknowledges that the Software and Maintenance and Support Services associated are subject to the export control laws, rules, regulations, restrictions and national security controls of several countries and regions (the "Export Controls Rules") and agrees to abide by the Export Controls Rules. Customer hereby agrees to use the Software and Maintenance Services associated in accordance with the Export Controls Rules, and shall not export, re-export, sell, lease or otherwise transfer the Software or any copy, portion or direct product of the foregoing in violation of the Export Controls Rules. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Software and for ensuring compliance with the requirements of such licenses or authorizations.

## **13. Maintenance and Support Services.**

The SaaS Software is provided to Customer with related Maintenance and Support Services. Provider guarantees the provision of such services in accordance with the SLA.

## **14. Warranties and Remedies.**

Except as otherwise set forth in section Country Specific Terms, Provider warrants as follows:

**14.1 Software Warranty and Remedies.** Provider warrants that the operation of the Software, as provided by Provider, will substantially conform to its Documentation for the duration of the Subscription Term. Provided Customer notifies Provider of any breach of the foregoing warranty, Provider shall at its option (i) correct or provide a workaround for reproducible errors in the Software that caused the breach within a reasonable time considering the severity of the error and its effect on Customer or (ii) provide a credit in days for the period during which the SaaS Software was not operating in substantial conformance with the applicable Documentation. These are Customer's sole and exclusive remedies and Provider's sole obligation for any such breach of the Software Warranty.

**14.2 Warranty Exclusions.** The warranties set forth in this section shall not apply to any non-conformance (i) that Provider cannot recreate after exercising reasonable efforts to attempt to do so; (ii) caused by misuse of Software or Use inconsistent with this Agreement or the Documentation; or (iii) arising from the modification of the Software by anyone other than Provider.

**14.3 Warranty Disclaimer.** The express warranties and remedies set forth in this section and section Country Specific Terms or in a Quote are the only warranties and remedies provided by Provider hereunder. To the maximum extent permitted by applicable law, all other warranties or remedies are excluded, whether express or implied, oral or written, including any implied warranties of merchantability, fitness for any particular purpose, non-infringement, any warranties arising from usage of trade or course of dealing or performance. Provider does not warrant uninterrupted or error-free operation of the Software.

## **15. Subcontracting.**

Parties agree that Provider may rely on subcontractors for the execution of its obligations under this Agreement. Provider shall ensure that the subcontracted services are performed properly and that the subcontractors comply with the highest standards of professionalism and the applicable legislation. To this end, Provider undertakes to do everything necessary and, in particular, to enter into any special agreement with its subcontractors to ensure that the latter comply with all of the said stipulations. Provider shall be solely and personally liable for any damages to Customer resulting from the subcontractors' failure to comply with any of the provisions of this Agreement.

## **16. Infringement Indemnity.**

Provider shall indemnify Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which Provider has authorized Customer to use the Software, or misappropriates a trade secret in such country (a "Claim"). Indemnification for a Claim shall exclusively consist of the following: Provider shall (i) defend or settle the Claim at its own expense, (ii) pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim, and (iii) reimburse Customer for the reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, it necessarily incurs in responding to the Claim.

Provider's obligations under this section are conditioned upon Customer (i) giving prompt written notice of the Claim to Provider, (ii) permitting Provider to retain sole control of the investigation, defense or settlement of the Claim as long as such settlement shall not include a financial obligation

on or admission of liability by Customer, and (iii) providing Provider with cooperation and assistance as Provider may reasonably request in connection with the Claim.

Provider shall have no obligation hereunder to indemnify Customer as described above against any Claim resulting from (i) Use of the Software other than as authorized by this Agreement, (ii) a modification of the Software other than by Provider, (iii) Customer's Use of any release of the Software after Provider has provided a non-infringing update at no charge, or (iv) Use of the Software in conjunction with other products, services, or data not supplied by Provider if the infringement would not have occurred but for such use.

If, as a result of a Claim or an injunction, Customer must stop using the infringing Software, Provider shall at its expense and option either (i) obtain for Customer the right to continue using the Infringing Software, (ii) replace the infringing Software with a functionally equivalent non-infringing product, (iii) modify the infringing Software so that it is non-infringing, or (iv) terminate the Licenses for the Infringing Software and discontinue Customer's right to access and use the infringing Software and refund the unused prorated portion of any subscription fees pre-paid by Customer for such Software. This section states Provider's entire liability and its sole and exclusive indemnification obligations with respect to a Claim and infringing Software.

#### **17. Limitation of Liability.**

Except as otherwise set forth in Section Country Specific Terms, the maximum aggregate and cumulative liability of either party under this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 100% of the subscription fees paid by Customer during the twelve (12) months preceding the breach for the Products that are the subject of the breach.

Neither Party shall be liable for any (i) loss of income, revenue, business, contracts or actual or anticipated profits; (ii) loss of anticipated savings; (iii) loss of goodwill or reputation; (iv) loss of, damage to or corruption of data; (v) recovery of data or programs; (vi) indirect loss or damage of any kind; howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.

Notwithstanding the above provisions, nothing in this Agreement shall exclude or limit a Party's liability for (i) any breach of the License Terms, Restrictions, or Export Control sections of this Agreement; (ii) Provider's express obligations under the Infringement Indemnity Section of this Agreement; (iii) death or personal injury resulting from negligence; (iv) willful misconduct or fraud; and (v) any liability to the extent liability may not be excluded or limited as a matter of applicable law.

#### **18. Confidentiality.**

**18.1 Definition.** "Confidential Information" means information or materials disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software

(in source code and/or object code form), information or benchmark test results regarding the functionalities and performance of the Software, any Software access information provided to Customer and the terms and conditions of this Agreement. Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the date that Customer accepts the Agreement; (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

**18.2 Obligations.** The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in subsection (c) below and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this section shall apply to all disclosures of the Parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

**18.3 Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "Representatives"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement. Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

## **19. Data Protection.**

Each Party shall comply with all laws and regulations applicable to the processing of personal data in connection with any transactions related to this Agreement, such as the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), including any implementation act(s) related thereto, or any other applicable laws regulations and other legal requirements related to (a) privacy and data security,



and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal and other processing of personal data (“Privacy Laws”). Each Party is responsible for obtaining any necessary authorizations and consents prior to disclosing personal data to the other party or to any third party. The terms “Controller”, “Personal Data” and “Processing” used in this section shall have the meaning set out in the applicable Privacy Laws. Either Party may use personal data consisting of ordinary business contact data (e.g. name, phone number, email address, etc.) in its capacity as a controller strictly in accordance with applicable Privacy Laws in the normal course of business but only for the purpose of administration of the Party’s business relationship and performance of their obligations under this Agreement. To the extent that Provider processes any Personal Data on behalf of Customer, Provider shall : (i) only process the Personal Data as required to fulfill its obligations under this Agreement and in accordance with Customer’s instructions as set out herein (any additional or alternate instructions to be agreed between the Parties in writing) and Provider shall not be liable for any breach of this section resulting from Provider compliance with Customer’s instructions; (ii) implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access; and (iii) promptly notify and reasonably assist Customer with any data subject access request relating to the Personal Data.

Customer authorizes Provider to process the Personal Data for the purpose of complying with Provider’s rights and obligations under this Agreement, including without limitation, international transfers of personal data to Provider’s worldwide Affiliates and/or subcontractors, and/or to other relevant business partners, provided that (i) such transfer is required under or in connection with this Agreement and (ii) Provider ensures that, for any transfer of Personal Data to a country outside the EEA it has adequate agreements in place incorporating the EU Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries.

When required, the Parties may agree to sign separately a Data Processing Agreement.

## **20. Audit’s rights.**

**20.1. Customer’s Audit’s rights.** Upon Customer’s request at least thirty (30) days prior written notice to Provider and subject to the confidentiality obligations of the Agreement, Provider will make available to Customer information reasonably necessary to demonstrate its compliance with its Security obligations under this Agreement (the “Audit”). Audits may be performed by Customer during Provider’s normal business hours.

**20.2 Provider’s Audits rights.** Upon Provider’s request at least thirty (30) days prior written notice to Customer and subject to the confidentiality obligations of the Agreement, Customer will make available to Provider information reasonably necessary to demonstrate its compliance with its obligations under this Agreement particularly to the License Terms, Restrictions (the “Audit”). Audits may be performed by Provider during Customer’s normal business hours.

## **21. Country Specific Terms.**

If the Software is acquired in any country set forth in this section Country Specific Terms, this section sets forth specific provisions that apply thereto, as well as certain exceptions to specific terms and conditions in this Agreement, as detailed below:

**21.1 Austria or Germany.** Notwithstanding anything otherwise set forth in Warranties and Remedies section, the following replaces the Limitation of Liability section in its entirety: (i) The Parties accept unlimited liability for acts or omissions based on willful misconduct or gross negligence. (ii) In case of slight negligence, the Parties are only liable in case of a violation of essential contractual duties in a manner that endangers the contract's purpose or in case of a violation of duties that are indispensable for the proper execution of the contract. Liability for slight negligence is then limited to contract-typical, foreseeable damages. (iii) For claims according to the preceding section, liability is further limited to the fees paid by Customer for the Software that are the subject of the breach; (iv) This applies to all claims for damages independent of their legal basis, including tort claims. (v) The following claims remain unaffected from the preceding limitations of liability: claims based on (1) the product liability act; (2) a breach of an express guarantee; (3) personal injury, or death; (4) any breach of the License Terms, Restrictions, or Export Control sections of this Agreement; (5) Provider's express obligations under the Infringement Indemnity section of this Agreement.

**21.2 France.** In addition to other rights and remedies for non-payment of invoices as specified in Payment and Taxes section , automatic collection fees, amounting to €40, may also be applied by Provider.

## **22. Insurance.**

Provider shall maintain insurance coverage during the term of this Agreement as may be required by applicable law and which it reasonably deems to be adequate to cover its obligations and liabilities under this Agreement. Upon request, a copy of such insurance certificate shall be provided to Customer.

## **23. General Compliance.**

**23.1 Regulatory Compliance.** Parties represent and warrant that they complies with the international, European and national laws and regulations applicable to the Agreement and undertakes to comply with those laws during all the duration of the Agreement (including any possible amendments made to those laws during the term of this Agreement), relating to:

(i) human rights and individual fundamental freedoms, in particular the prohibition of child labour and any other form of forced labour and any type of discrimination as regard staff recruitment or management; (ii) embargoes, arms and drug trafficking and terrorism (including financing); (iii) trade, import and export licences and customs requirements; (iv) the health and safety of employees and third parties; (v) employment, immigration and the ban on using undeclared workers; (vi) environmental protection; (vii) Anticorruption in particular ( but not limited) the OECD guidelines, the US Foreign Corrupt Practices Act, the UK Bribery Act, the French law on transparency and the fight against corruption known as "Sapin II"; (viii) fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences; (ix) fight against money laundering; (x) competition law ( hereinafter "the Rules").

Parties undertake on their behalf and to obtain, to the extent possible, from their respective shareholders, officers, directors, employees, suppliers, affiliates, subcontractors and their representatives involved in the performance of this Agreement ("Third Parties") that they will ensure compliance with the Rules by means appropriate to the effective implementation and maintenance of

a compliance program.

To guarantee compliance with the Rules throughout the duration of the Agreement, Parties undertake (i) to comply at all times with requests from one of the Parties to obtain from the other Party all the elements justifying its compliance with the Rules and (ii) to inform the other Party without delay of any breach of the Rules of which it may become aware, as well as of the corrective measures implemented to comply with the Rules.

In the event of a change in the legislative and regulatory framework or the issuance of court decisions that would result in a breach of the Rules by one of the Parties, the Parties will make the necessary adjustments as soon as possible to remedy the situation.

**23.2 Compliance with Corporate Social Responsibility Rules.** Provider is committed to execute its obligations under this Agreement in accordance with the values and principles of its status as “Société à mission” under French Law and as a “B-Corp” certified company.

Parties adhere to certain values and principles designed to ensure that they do business in a socially responsible manner by promoting sustainable development in its business through commitments towards its principal stakeholders (customers, providers, employees, shareholders, investors and community groups). Such principles and values are outlined in the following international standards: (i) the United Nations Universal Declaration of Human Rights, (ii) the core standards of the International Labor Organization, (iii) the Guiding Principles for the implementation of the United Nations “Protect, Respect, Remedy” Framework (“Ruggie Principles”), (iv) the UN Global Compact, (v) the UN Principles for Sustainable Insurance, (vi) the UN Principles for Responsible Investment, (vii) the Task Force on Climate-related Financial Disclosures (TCFD), (viii) the Global Deal (OECD), (ix) the United Nations-convened Net-Zero Asset Owner Alliance.

Parties may have developed a “Code of Conduct” to share with their customers/suppliers their social, societal and environmental commitments. Each Party undertakes, by signing this Agreement, (i) to comply with such Code of Conduct and to require its own suppliers and subcontractors or any person under its control to comply with the principles laid down in that Code to comply with, (ii) to require its subcontractors or any person under its control to comply with, applicable national, European and international rules relating to ethical standards and responsible behavior, including, but not limited to, rules relating to human rights, environmental protection, human health, personal safety and sustainable development (hereinafter the “CSR Rules”), (iii) not to violate human rights, human health and safety and the environment in the course of their business, (iv) to require its subcontractors or any person under its control, not to use child labor or forced labor and to fight against all forms of discrimination.

Parties may meet to review the indicators relating to compliance with and evaluation of the CSR Rules and define an action plan and follow-up measures, if necessary. Each Party undertakes to provide to the other, upon request, with all information and data necessary to (i) comply with any reporting obligations and (ii) implement the CSR Rules.

Parties shall promptly notify any breach of the CSR Rules or its Code of Conduct of which they are aware, implement all appropriate means to remedy such breach and inform the other Party of the termination of the breach. In the event of persistent, repeated or deliberate breach of the above

obligations, the Parties shall be entitled to terminate this Agreement in accordance with the provisions of the Termination section.

## **24. General.**

**24.1 Governing Law and Jurisdiction.** If the Software has been acquired in the European Economic Area, this Agreement shall be governed by and construed in accordance with the laws and Courts of such country. For any other country in Europe, the Middle East or Africa then the laws and Courts of England apply. Any conflict of laws principles that would require the application of laws of a different country are excluded. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts of the country whose laws apply to this Agreement. Each party hereby agrees to submit to the jurisdiction of such courts.

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, regardless of the countries in which the Parties do business or are incorporated.

**24.2 Assignment.** Neither Party may, in whole or part, assign or transfer any of its rights or obligations under this Agreement or an Order without the prior written consent of the other Party except in connection with a merger, acquisition or sale of all or any portion of such Party's business, provided that such Party's successor entity or third party assumes in writing all of such Party's obligations under this Agreement and agrees in writing to be bound by this Agreement. Any assignment in violation of the foregoing will be null and void.

**24.3 Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to affect the intent of the Parties. The remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the Parties to be independent and remain in effect despite any failure or unenforceability thereof. The Parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

**24.4 Notices.** All notices provided hereunder shall be in writing and addressed to the Legal Department of the respective Party. Unless otherwise agreed by the Parties, notices may be delivered personally, sent to an email address specified by the receiving Party. All notices, requests, demands or communications shall be deemed effective four (4) days following deposit in the mail in accordance with this paragraph.

**24.5 Disclosure of Customer Status.** Provider may include Customer in its listing of customers and announce Customer's selection of Provider in its marketing communications.

**24.6 Waiver.** Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized legal representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of such provision or any other provision of this Agreement.

**24.7 Injunctive Relief.** Each Party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the License Terms, Restrictions or Confidentiality sections of this Agreement, the non-breaching Party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

**24.8 Force Majeure.** Each Party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, and power failures. For added certainty, this section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

**24.9 Entire Agreement.** This Agreement contains the total agreement between the Parties regarding the subject matter covered herein and supersedes any other agreements, written, oral, expressed, or implied, including any confidentiality agreement between the Parties. All Orders are governed solely and exclusively by this Agreement and any specific terms stated on a Quote. In the event of a conflict between the terms of this Agreement and the terms contained in a Quote, the terms of a Quote shall control.

Neither this Agreement, nor an Order, may be modified or amended except by a writing executed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement or an Order. Customer agrees that all additional or inconsistent terms that may be contained in any purchase order or other documentation submitted by Customer in connection with an Order are not applicable.