

# GENERAL TERMS AND CONDITIONS OF LICENSE AND RELATED SERVICES



## 1. PURPOSE

The LINKURIOUS Company has developed and markets a proprietary commercial graph visualization and analysis product (hereinafter the "**Standard Software**") , which is available to its customers who wish to embed or integrate the Standard Software into their own hardware and/or software products for distribution and sale to end users (hereinafter the "**Licensee's Products**"). The Standard Software, whose technical specifications are detailed in Annex 1 of the present document, are available for download through LINKURIOUS' website located at [linkurious.com](http://linkurious.com) (hereinafter the "**Site**").

The LINKURIOUS Company also offers its clients professional services including the application of graph visualization and analysis techniques to its clients' data and/or installation and configuration of the Standard Software which may require some specific development (hereinafter the "**Specific Software**") and/or information system architecture consulting services and/or training in using the Standard Software (hereinafter the "**Professional Services**").

The purpose of these General Terms and Conditions of License and Related Services (hereinafter the "**General Terms**") is to define the technical, financial and legal conditions under which LINKURIOUS provides to the Licensee one or more of the following services:

- grants a license in order to evaluate the Standard Software (hereinafter the

**"Evaluation Software License"**) and/or use the Standard Software (hereinafter the **"Standard Software License"**);

- grants a license in order to use the Standard Software for integration and use in connection with the information system of the Licensee for internal use only (hereinafter the **"Private Integration License"**) and/or use the Standard Software in connection with hardware and/or software products of the Licensee for the purpose of sale of the said hardware and/or products (hereinafter the **"OEM License"**)
- provides one or more of the following Professional Services:
  - provides information system architecture consulting services and/or training on the Licensee's data sets, whose specifications and number of sets are described in the Specific Terms; and/or
  - develops the Specific Software needed to provide the Professional Services under the conditions set out in the Specific Terms; and/or,
  - grants to the Licensee a license in order to use the Specific Software for its internal needs in connection with the Professional Services (hereinafter the **"Specific Software License"**);
- undertakes to provide the maintenance services for the Standard Software and/or the Specific Software (hereinafter the **"Maintenance Services"**).

For the purpose of this agreement,

- the Standard Software License, the Private Integration License and the OEM License may be hereinafter referred to individually or collectively as the **"License"**;
- the Standard Software and the Specific Software may hereinafter be referred to individually or collectively as the **"Software"**;
- the Professional Services means the consulting and/or training services and/or the development of the Specific Software and/or the Specific Software License and/or the Maintenance Services dedicated to the Specific Software

The kinds of License and/or Maintenance Services and/or Professional Services subscribed by the Licensee are mentioned and described in the Specific Terms.

## 2. CONTRACTUAL DOCUMENTS

The present agreement (hereinafter the **"Agreement"**) consists of:

1. The General Terms as set up in this document, the Specific Terms and their potential amendments;
2. The following Annexes:
  - Annex 1: Description of the Software: user documentation;
  - Annex 2: Duration;
  - Annex 3: License's conditions;
  - Annex 4: Financial conditions;
  - Annex 5: Installation procedure of the Standard Software;
  - Annex 6: Support Policy Terms;
  - Annex 7: Consequences of termination of the Agreement.

In the event of any inconsistency between this document and its annexes, this document will prevail for the interpretation of the obligation(s) at issue. Each annex holds an equivalent legal value to the others.

The Agreement expresses the entire agreement between the Parties on the date of its signing. It cancels and replaces any previous agreement, letter, offer or other written or oral document having the same purpose.

### **3. EFFECTIVE DATE AND TERM**

The Agreement shall take effect, in all its provisions, on the date of signature of the Specific Terms, for the duration set out in Annex 2, depending on the License and/or Services subscribed by the Licensee in the Specific Terms. The Parties agree that they may specify another duration in the Specific Terms.

For the purpose of this Agreement, the Evaluation Period, the Initial Period, the Renewal Period and/or the Professional Services Period may be hereinafter referred to individually or collectively as the "**Period**".

## **4. LICENSE AGREEMENT**

### **4.1 GENERAL TERMS OF THE LICENSE**

For the purpose of this Agreement, version shall mean any modification of the Software and the user documentation by the addition of new functionality(s) allowing the improvement of the existing functions of the Software, as well as the

development of new functionalities (hereinafter the "**Version**").

The Parties agree and acknowledge that the License(s) granted to the Licensee under this Agreement are the one mentioned in the Specific Terms. Any modifications of the conditions of a License shall be mentioned in the Specific Terms.

The Parties also agree that any License under this Agreement is granted to the Licensee as a non-exclusive, personal and non-transferable right to use the Software, in its existing Version on the date of the signing of this Agreement, and corresponding user documentation, including the technical documentation, and in accordance with the purpose of the Software, as detailed in the user documentation attached as Annex 1.

The Parties expressly agree that Users may be permitted to use the Software through external connections outside the office of the Licensee provided that the latter guarantees the security of the remote access to the Software using a secure protocol and that the Users use the Software as part of their activity for their tasks, in strict compliance with the terms of this Agreement. This doesn't apply to the Evaluation Software License.

For each License, the Specific Terms shall state, if needed:

- The number of workstations on which the Software may be used simultaneously (single station, multi-station on a limited number of stations, multi-station on an unlimited number of stations);
- The number of users authorized to use the Software. The Licensee acknowledges and agrees that in any event the Software may only be used by its staff and by external service providers provided to the Licensee by third parties working under a service agreement on a regular basis for the Licensee (hereinafter the "**Users**").

The specific conditions of each License are detailed in Annex 3.

## **4.2. THE LICENSEE'S SOFTWARE RIGHTS**

The Licensee agrees that the Software shall be used in accordance with the terms of this Agreement as well as the instructions for its proper use and operation communicated by any means to the Licensee and in accordance with their intended purpose as set out in Annex 1.

The Licensee expressly disclaims any other use of the Software and is prohibited from reproducing, arranging, adapting the Software, making them available to third

parties other than the Users and/or end users when authorized by the applicable License, to create any work derived from all or part of the Software, to sublicense the Software except in case expressly authorized under this Agreement, in any way whatsoever, to any third party. In this context, the Licensee guarantees LINKURIOUS that only the Users and/or end users when authorized by the applicable License, will have access to the Software.

The Licensee further acknowledges that only LINKURIOUS reserves the right to correct any errors that may be observed by the Licensee. The Licensee acknowledges that it does not have the right to carry out or have a third party carry out the corrective maintenance of the said Software.

In accordance with the provisions of Article L.122-6-1 of the French Intellectual Property Code, the Licensee has the right to observe, study or test the functioning of the Software in order to determine the ideas and principles of any element of the Software when performing any loading, display, execution, transmission or storage of the Software that it is entitled to perform.

The Licensee is further authorized to make a backup copy to preserve the use of the Software, and a copy for testing. The Licensee undertakes to copy to and incorporate into this copy all warnings relating to the confidential information and copyrights accompanying the Software and is required to affix to copy a notification stating that LINKURIOUS is the exclusive distributor of the Software. The backup copy remains the property of LINKURIOUS.

In addition, the Licensee is hereby notified that it has full access to the information necessary to ensure the interoperability of the Software with other independently created software. The Licensee is not allowed however to copy or translate the Software's source code in order to obtain the same information.

The License is granted to the Licensee subject to the full payment of LINKURIOUS' fees.

## **5. DELIVERY AND INSTALLATION OF THE SOFTWARE**

LINKURIOUS undertakes to deliver an original copy of the latest Version of the Software that is available on the date of signing. LINKURIOUS also undertakes to deliver at the same time the user documentation necessary for the installation, familiarization with and use of the Software by the Licensee, under the conditions set forth in Annex 5.

The Licensee undertakes to install the Software under the instructions supplied by LINKURIOUS under Annex 5. The Parties expressly agree that the installation will be deemed to be performed on the date of download of the License, as recorded on the LINKURIOUS servers. The Licensee acknowledges that LINKURIOUS' liability shall in no event be incurred in the event of a failure to download the Software resulting from failure to comply with said instructions.

The Licensee may be authorized by LINKURIOUS to access some of the Software covered by this agreement in SaaS mode via its online platform. The Licensee acknowledges and accepts that the conditions of access and use of the said Software in SaaS mode are governed by specific general conditions of use, which can be found at <https://get.linkurio.us/en/terms-and-conditions>, which it expressly accepts. The said general terms and conditions of the SaaS mode supplement the terms of this General Terms of License and replace them for the similar provisions that are specifically referred to in the said general terms of use of the SaaS mode. The Licensee expressly acknowledges that access to Software in SaaS mode necessarily entails acceptance of these general conditions. Failing which, it must access the said Software only on premise mode under the conditions detailed in these General Terms of License.

## **6. DESCRIPTION OF THE PROFESSIONAL SERVICES**

LINKURIOUS undertakes to do its best efforts to provide the Professional Services described in the Specific Terms under the following conditions. The Professional Services shall be provided for the whole Professional Services Period.

### **6.1. Scope of the Professional Services**

If the provision of the Professional Services requires the use of a data set, and only in this case, the Parties agree the Professional Services shall be provided on the sole datasets described in the Specific Terms, at the exclusion of any other data sets, for the purpose agreed upon by the Parties.

The Licensee undertakes to provide LINKURIOUS with access to the data sets, in the format agreed between the Parties, within the timeframe agreed by the Parties in the Specific Terms. The Licensee agrees and acknowledges LINKURIOUS won't be able to provide the Professional Services before it can access the data sets. LINKURIOUS's liability shall not be engaged for any delay in the provision of the

Professional Services due to late provision of the data sets.

The Licensee agrees and acknowledges it shall provide LINKURIOUS with a version of the data sets which has been verified and agreed by both Parties. The Professional Services shall be executed on the version provided to LINKURIOUS. Any modification of the data sets during the provision of the Professional Services shall be subject to mutual agreement by exchange of email.

## **6.2. Means dedicated to the provision of the Professional Services**

LINKURIOUS undertakes to provide the Licensee with all the technical and logistical means necessary for the proper execution of the Professional Services, that LINKURIOUS shall solely determine in consideration of the needs of the Licensee.

The Licensee agrees and acknowledges that for the provision of the Professional Services LINKURIOUS may decide, at its sole discretion, to execute all or part of the Professional Services from the Licensee's office, if needed for the proper execution of the said Professional Services. The Licensee undertakes to give access to any LINKURIOUS personal dedicated to the provision of the Professional Services, on the sole demand of LINKURIOUS. The Licensee shall provide LINKURIOUS within forty-eight (48) hours before the date of access to its office with any documentation related to its security and social policy and that shall be respected by any external person to the Licensee. LINKURIOUS undertakes to ensure, under its own responsibility, that its personnel shall access its office in accordance with the said documentation and the purpose of this Agreement.

The Parties agree that the LINKURIOUS personal dedicated to the provision of the Professional Services shall in any way whatsoever stay under the sole control, authority and responsibility of LINKURIOUS during the whole Professional Services Period, including when the LINKURIOUS personal shall access the Licensee's office to provide the Professional Services.

## **6.3 Access to the Specific Software**

The Parties agree and acknowledge that the Specific Software shall be installed on premises. LINKURIOUS undertakes to deliver the expected results of the provision of the Professional Services within the recurrent time schedule agreed upon by the Parties. The Results shall be made accessible through the Specific Support Software, for the whole Professional Services Period.

## 7. GUARANTEE PERIOD

LINKURIOUS guarantees to the Licensee that the Software shall be in conformity with their user documentation and their intended purpose as set out in said documentation.

LINKURIOUS also warrants the Licensee against any inherent Defect in the Software or non-compliance, that would render them totally unfit for the purpose for which they are intended, of which the Licensee declares to be fully aware of.

LINKURIOUS guarantees the Software to operate properly for a period of thirty (30) days from the date of delivery of the Software as set forth in "Software Delivery and Installation".

In the event that LINKURIOUS diagnoses a Defect, as defined in Annex 6 during this guarantee period, it reserves the right, and at its own discretion, to either correct the Defect in accordance with the conditions laid out in the "Software Maintenance" article, or to deliver to the Licensee a Version not containing the diagnosed Defect, or to refund the License fee paid for the Period if LINKURIOUS holds a remedy is impracticable within a reasonable time.

The Licensee acknowledges and agrees that it will not be entitled to this guarantee in the following cases:

- When the Defect arises from a failure of the Licensee's computer system and/or any other software and/or hardware that is independent of the Software used by the Licensee;
- When the Licensee has modified, for any purpose whatsoever, the Software in any form whatsoever without the prior written permission of LINKURIOUS;
- When the Defect results from an incorrect configuration of the Licensee's operating system and/or any misuse of the Software by the Users and/or any use not in accordance with the purpose of the Software;
- When the Defect arises from any use of the Software by any individual who is not an authorized User.
- In the event of non-payment of the fees stipulated in the article "Financial Conditions" by their due date.

The Licensee agrees and acknowledges this guarantee period is not provided during the Evaluation Period.



## **8. SOFTWARE MAINTENANCE**

The Licensee shall purchase Maintenance Services in case of subscription of a License. The Licensee acknowledges that the Services are not provided during the Evaluation Period. LINKURIOUS will maintain the Software, in all its Versions delivered to the Licensee as per the Agreement, from the end of the Guarantee Period, under the conditions detailed below.

For the purpose of this Agreement, the term “**Maintenance**” shall refer to the technical support, corrective maintenance and evolutive maintenance of the Software.

### **8.1. TECHNICAL SUPPORT AND USER ASSISTANCE**

LINKURIOUS shall provide the Licensee with an online support as described in Annex 6. LINKURIOUS guarantees the Licensee that the online support will be provided by a LINKURIOUS technician who is fully familiar with the functionality of the Software.

The Licensee acknowledges that the technical support relates solely to the resolution of difficulties in using the Software and does not cover the resolution of Defects as defined in Annex 6. The Licensee acknowledges and accepts that the technical support only concerns questions of use that can be resolved quickly. LINKURIOUS reserves the right to refuse technical assistance for issues that do not fall within the usual requests and considered normal compared to the state of the art.

The Licensee undertakes to implement any recommendations of the technical assistance service.

### **8.2. SOFTWARE CORRECTIVE MAINTENANCE**

The Licensee acknowledges and agrees that corrective Maintenance services are provided under conditions set out in Annex 6 and are provided only for the original copies of the Software. The Licensee acknowledges and agrees that it will not be entitled to Corrective Maintenance Services in the event of:

- Modification and/or irreversible alteration of the original copies of the Software;
- Failure to pay fees due in respect of License and Services, as set out in the conditions of the article "Financial Conditions" below.

In such a case, LINKURIOUS will be free to terminate the Agreement in its provisions relating to Maintenance services and/or the License under the conditions of the article "**Termination**" hereinafter.

### **8.3. EVOLUTIVE MAINTENANCE OF THE SOFTWARE**

LINKURIOUS provides the Licensee with evolutive Maintenance services for the Software, taking the form of delivery of new Versions of the Software. The Licensee agrees and acknowledges LINKURIOUS does not provide any updates, which refers to the compilation of corrections for possible Defects and improvements to the Software in relation to ergonomics, speed of execution or efficiency without the addition of any new features.

LINKURIOUS alone shall determine the number of new Versions to be issued during the Period. LINKURIOUS may decide not to provide any new Version during the term of the Agreement. The Parties acknowledge that the Licensee may under no circumstances demand a new Version from LINKURIOUS.

## **9. FINANCIAL CONDITIONS**

### **9.1. FEES**

All prices are in Euros and do not include taxes.

#### **9.1.1 Fees for the License and Services attached**

The Evaluation License is subscribed by the Licensee for free.

The price of the License and/or the price of the Maintenance Services attached to a License are fixed in the form of an annual subscription, the amount of which is determined on a flat-rate basis, as indicated in the Specific Terms.

The Parties agree that LINKURIOUS may at its discretion change the price of the License and/or the price of the Maintenance Services at any time during the Initial Period and/or the Renewal Period, provided the revised prices will enter into force at the date of the next renewal of the Agreement. LINKURIOUS will notify in writing the Licensee of the revised price for the License and/or the Maintenance Services no later than one (1) month prior to the date of renewal of this Agreement. Shall the Licensee not accept the new prices, it must terminate this Agreement under the conditions of article "Termination" hereunder.

### **9.1.2 Fees for the Professional Services**

The Licensee shall pay to LINKURIOUS a fixed final price, as indicated in the Specific Terms for the whole Professional Services Period, corresponding to the price of the Professional Services, the price of the Specific Software License and the price of the Maintenance Services attached.

The price for the Professional Services invoiced but not consumed within the duration initially provided in the Specific Terms will remain due to LINKURIOUS. The Licensee shall not be entitled to any refund.

The Parties agree and acknowledge that the final price is fixed on the basis of the agreed number of man days required for the Professional Services. LINKURIOUS shall invoice complimentary fees in case the Professional Services required more man days than expected. The complimentary fees shall be fixed by mutual agreement of the Parties.

## **9.2. TERMS OF PAYMENT**

Payment of the License and/or Services prices shall be made in accordance with the schedule and terms of payment agreed upon by the Parties and detailed in the Specific Terms.

The price of the License and/or the Services will be payable within fifteen (15) days from the date of the invoice issued by LINKURIOUS, unless otherwise stated in the Specific Terms. Payment shall be made either (i) by bank transfer to LINKURIOUS' account, as detailed in Annex 4, (ii) by cheque or (iii) by credit card.

## **9.3. DELAYED PAYMENTS**

The Licensee expressly acknowledges and agrees that any delay in payment of all or part of the price of the License and/or the Services at the due date will automatically result in, and without prior notice:

- the forfeiture of the payment terms for all amounts owed by the Licensee in this respect and their immediate collectability;
- the immediate suspension of the License and/or the Services in progress until the full and complete payment of the sums due has been made. In the event of a delay of more than one (1) month and/or in case of more than two (2) late payments, successive or otherwise, within one Period, LINKURIOUS reserves the right to terminate this Agreement for breaches considered to be without solution in accordance with the conditions set out in the article "Termination"

below.

- LINKURIOUS' invoicing of interest on late payments shall be at the rate of fifteen (15) times the legal interest rate, based on the amount of the total amount owed by the Licensee and shall invoice a lump sum indemnity of forty (40) Euros in respect of recovery costs, unless stated otherwise on the invoice.

## **9.4. INFLATION ADJUSTMENT**

Prices will be subject to adjustment according to the Consumer Price Index (CPI). They will be reviewed on each annual anniversary date of the contract by applying the following formula:  $P = P_o \times (SI/So)$ .

In which:

- P = Revised amount
- $P_o$  = Initial amount
- So = Index value in effect on the date this contract was issued
- SI = Value of this same index for the month in question

If the above index should disappear, the Parties shall substitute a replacement index. Failing that, a new index will be chosen by the applicable jurisdiction ruling at the request of the most diligent party

## **10. THE PARTIES' OBLIGATIONS**

### **10.1. COMMON OBLIGATIONS**

The Parties undertake to always cooperate in good faith and fairly and, in particular, to promptly inform the other Party of any dispute or difficulty that may arise in connection with the performance of the Agreement.

As such, they undertake to provide each other with all the documents, elements, data and information necessary for the proper performance of the services provided hereunder. The Parties undertake, *inter alia*, to notify the other Party as soon as possible of any change in its situation which may arise during the course of the Agreement and which may have an impact on this Agreement.

### **10.2. COMMITMENTS AND OBLIGATIONS OF THE**

## **LICENSEE**

The Parties acknowledge that they have exchanged and have mutually and fully informed each other of their expectations, abilities and constraints, prior to the signing of this Agreement. Without prejudice to the other obligations provided herein, the Licensee undertakes to abide by the following obligations:

1. The Licensee acknowledges that it has had sufficient time to learn about the technical features and constraints of the Software, detailed in the user documentation attached to Annex 1, and that it has received from LINKURIOUS all advice, instructions and details necessary to subscribe herewith, that it has sufficient knowledge of the Software and that it has communicated sufficiently with LINKURIOUS to ensure that the Software meets its expectations, needs and constraints. In this regard, the Licensee acknowledges that it shall not claim any representations or guarantees issued by LINKURIOUS that are not expressly included in this Agreement nor the descriptions and/or specifications contained in any promotional or other document issued by LINKURIOUS with respect to the Software, other than this Agreement.
2. The Licensee agrees to use and/or make available to LINKURIOUS for the purpose of installing the Software the hardware and software configurations indicated by LINKURIOUS as necessary for the installation and use of the Software in the user documentation, which cannot be interpreted as a guarantee by LINKURIOUS that the said hardware and/or software configurations are adapted to the specific needs of the Licensee, nor that the Software may operate without error and without interruption with such hardware and/or software configurations, which the Licensee acknowledges and accepts. The Licensee further acknowledges that the installation of any Update and/or new Version of the Software may require changes to their hardware and/or software configurations and/or operating systems, including the addition of memory, storage capacity or additional processing capacity or software with which the Software interconnects. The Licensee shall bear the full cost of such modifications.
3. The Licensee agrees, in its use of the Software, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party. The Licensee is also solely responsible for successfully completing all necessary administrative, tax and/or social formalities concerning it and paying all contributions, taxes or charges of any nature incumbent on it that could result from its use of the Software. LINKURIOUS shall in no case be held liable in this respect.

4. The Licensee acknowledges that it is solely responsible for its use of the Software and the activity generated by the use of such Software.
5. The Licensee undertakes to ensure, under its own responsibility, that the Users operate the Software in accordance with their user documentation, as well as any possible instructions of use from LINKURIOUS. The Licensee also shall ensure that the Users have sufficient skills and shall verify the suitability of its computer systems for the use of the Software.
6. The Licensee further undertakes to take all necessary precautions inherent in the installation and use of computer programs, and in particular all the security measures necessary to safeguard its data and to secure access to its system and to the Software.

## **10.3. LINKURIOUS' COMMITMENTS AND OBLIGATIONS**

LINKURIOUS agrees to provide the Services with diligence and in compliance with trade practice, specifying that it has an obligation of means, but this without any obligation of result, and this is expressly acknowledged and agreed by the Licensee. LINKURIOUS' liability is exclusively limited to the provision of the Services described in this Agreement, in the manner described herein, excluding any other services.

LINKURIOUS' liability is limited to the provision of these means, as described herein. In particular, the Licensee acknowledges that LINKURIOUS cannot be held liable for the use of the Software by the Licensee in connection with its activity and that it cannot be a party to any disputes between the Licensee and the Users and/or any other third party as such.

The Software is provided by LINKURIOUS as is and without guarantee of any kind, express or implied, other than as expressly provided in this Agreement. In particular, LINKURIOUS does not guarantee to the Licensee that the Software, subject to constant research in order to improve, in particular, its performance and progress, will be totally free from errors or Defects nor that it is suitable for a specific use and/or the specific needs of the Licensee.

## **11. TELEMETRY SYSTEM**

The Licensee expressly authorizes LINKURIOUS to use all of the electronic usage

data generated by the operation of the Software by any Users, to develop statistics of use of the functionalities of the Software for the purpose of improving the Software and the Services provided by LINKURIOUS to its clients, to the exclusion of any other use, for the whole duration of this Agreement.

The Licensee acknowledges and accepts that, unless expressly stated otherwise in the Specific Terms, data transfer is operated through an API allowing for the automated transfer of data from the Licensee's servers on which the Software is installed to LINKURIOUS servers, at least once a day.

The Licensee undertakes to perform all measures and actions requested by LINKURIOUS, and in particular to open the communication between the API and the LINKURIOUS servers that will receive telemetry data.

## **12. GUARANTEE OF NON-INFRINGEMENT**

LINKURIOUS guarantees to the Licensee that the Software in all their Versions as well as the user documentation pertaining to the License are in no way counterfeit copies of any other software and shall be delivered free of the rightful claim of any third person by way of infringement.

In the event of a third party claiming that the Software and/or user documentation constitute a violation of their rights and in particular the infringement of their copyright, LINKURIOUS undertakes to assume, at its own expense, the Licensee's defense, to intervene voluntarily in proceedings brought against the Licensee to bear all damages and costs and expenses to which the Licensee may be liable or which would be provided for by a settlement agreement signed by the Licensee and approved by LINKURIOUS.

The Licensee acknowledges and agrees that it will not be able to benefit from this guarantee in the event that the third party's claim arises, even partially:

- from any modification made to the Software without the prior written consent of LINKURIOUS;
- from any use of the Software that does not comply with the terms of the License and/or the Specific Software license as set forth herein;
- from any combination and/or use of the Software with any other software and/or operating system and/or hardware and/or toolkit provided by a third party, unless otherwise expressly permitted under the License subscribed by the Licensee such as the OEM License;

- from the Licensee's failure to install any new Version of the Software from LINKURIOUS in the event that the infringement of third party rights could have been avoided by the installation and use of the new Version transmitted by LINKURIOUS in good time.

In return, the Licensee undertakes to notify LINKURIOUS by registered letter with acknowledgment of receipt, as soon as possible after receipt, of any formal notice or subpoena received from a third party and to give LINKURIOUS control of the defense as well as any negotiation for a settlement.

In the event that a prohibition of exploitation of all or part of the Software results from a court decision or from a transaction with the third party author of an infringement action, the Licensee also agrees that LINKURIOUS:

- shall negotiate, at its own expense, with such third party the Licensee's ability to continue to operate the Software and their user documentation, as applicable, without limitation of any kind and without payment by the Licensee of any amount whatsoever;
- failing that, shall modify or replace, at its own expense, the Software in such a way that it ceases to fall within the scope of the claim, provided that such modification or replacement shall not affect the features and performance of the Software as detailed in Annex 1 hereto;
- exercises an overriding right of unilateral termination of this Agreement at its discretion, for which it accepts full responsibility, under the conditions of termination for breaches that cannot be resolved. In this event, LINKURIOUS undertakes to reimburse a portion of the fees paid by the Licensee for the current Period under the terms of the article "Termination" hereinafter, in addition to the sums to which it may have to pay following conviction for infringement and/or arising from any transactional agreement.

The provisions of this Article are without prejudice to the Licensee's right to terminate this Agreement under the terms of the article "Termination for breach" hereinafter.

It is expressly agreed between the Parties that LINKURIOUS makes no further guarantee to the Licensee other than this guarantee of non-infringement.

## **13. DURABILITY**

The source code of the Standard Software has been filed at the Agency for the



Protection of Programs (APP), Paris, under the number IDDN.FR.001.310005.000.S.C.2013.000.20700. You may access it under the control of the Deposit Service of the APP in accordance with the application of the article 6 of the general regulation of the APP. This access may be granted in the following cases:

- a Highest Defect in the Software that has not been rectified by LINKURIOUS within thirty (30) days of its notification to Linkurious, if it occurs during the Warranty Period or if a Support and Maintenance Services contract is in force between the Parties,
- receivership or liquidation of LINKURIOUS without recovery of its commitments to the Licensee within one month of the judgment declaring the receivership or liquidation.

In case the Licensee accesses the source code, the duplication of the source code submitted to the APP will be its responsibility, in the presence of an expert appointed by the APP. The costs of access to the source code will be borne by the Licensee.

Where applicable, the Licensee may only use the source code and development tools specific to LINKURIOUS within the limits of the rights that have been granted under the Agreement, but access to the source code does not transfer other rights in any way.

## **14. INTELLECTUAL PROPERTY**

This Agreement does not assign the Licensee any intellectual property rights of any kind whatsoever pertaining to the Software and their user documentation, in any of its Versions, its source code and object code, and all copies thereof, which shall remain the full and complete property of LINKURIOUS, which the Licensee specifically acknowledges and agrees to hereunder.

The Licensee shall possess only a simple user license for the Software, as set out in the conditions detailed above in the article "License Agreement".

The Licensee undertakes not to commit any act that could affect the intellectual property rights of LINKURIOUS, whether by reproduction, representation or adaptation, modification or transformation. Any use and/or access not expressly authorized by LINKURIOUS hereunder and/or not in compliance with the provisions of the French intellectual property Code is unlawful and constitutes an infringement of intellectual property rights in accordance with the provisions of

Article L.335-3 of the French intellectual property Code.

## 15. DERIVED WORK

The Licensee shall not develop or distribute or commercialize, directly or indirectly, any software which directly or indirectly, is based on or derived from the Software or from other information or materials provided by LINKURIOUS, during the whole Period and for five (5) years after the termination of this Agreement.

## 16. AUDIT

LINKURIOUS shall have the right at any moment during the Agreement, to verify, at its expense, by any qualified professional auditor being appointed to this end, the conditions of use of the Software by the Licensee. It shall have the right to carry out all verifications it deems appropriate to this purpose, in the Licensee's office, provided it has informed the Licensee at least thirty (30) days in advance, by registered letter with acknowledgement of receipt.

## 17. COMMERCIAL REFERENCES

The Parties alone own their names, trademarks, logos, signs and drawings (hereinafter called the "**Distinguishing Signs**").

Each Party undertakes to respect the intellectual property rights of the other Party in its Distinguishing Signs and, in particular, shall refrain from causing any analogy and/or confusion in the minds of the public for any purpose whatsoever, and in any manner whatsoever. In particular, each of the Parties undertakes not to:

- Use the name of the other Party in its name or in any other business name or company name without limitation;
- Register or cause to be registered, during and after the termination of this Agreement, any Distinctive Sign used by the other Party.

This Agreement shall not, therefore, imply any assignment of the intellectual property rights held by the Parties on their Distinguishing Signs to the benefit of the other Party, which each Party expressly recognizes hereunder.

By way of exception, the Parties shall authorize each other to make use, including by citation and/or reproduction, of the distinctive trade signs of the other Party, as trade references and/or for the correct fulfillment of this Agreement, particularly

during demonstrations or promotional events, in their commercial or promotional documents and on their Internet sites, in any form whatsoever, for the duration of this Agreement and for three (3) years following the expiry of this Agreement, except in the event of termination for breach under the conditions set out in the Article "Termination".

## 18. CONFIDENTIALITY

The Parties undertake to keep strictly confidential the existence and the terms of this Agreement and all information and documents of any kind whatsoever, including business secrets, know-how, software licenses, software, including the Software and their user documentation, whether or not it can be protected by intellectual property laws, databases, data, reports, studies, forecasts, agreements, analysis, compilations, notes, tables, drawings, graphics, diagrams, plans, concepts, equipment, models, samples, and more generally, any written or printed documents, computer files, editions, representations, or digital impressions, as well as any written or oral information that they have received from each other in execution of this Agreement and/or put together in the execution of this Agreement, of an economic, strategic or marketing, legal, commercial, financial, administrative or technical nature (hereinafter the "**Confidential Information**"),

Each of the Parties undertakes to:

1. not use the Confidential Information for purposes other than this Agreement;
2. to strictly preserve the confidentiality of Confidential Information and to apply the same degree of precaution and protection as that it carries to its own information of equal importance;
3. not to disclose or communicate the Confidential Information, directly or indirectly, to any third party, in any form whatsoever, in any manner whatsoever and for any reason, except to the members of its personnel or any other person acting on their behalf and representing them who are in the necessity of knowing that information for the performance of the Agreement;
4. take all necessary measures to ensure that its employees or third parties referred to above, and their staff, undertake to comply with the terms of this confidentiality clause;
5. not to copy or reproduce, in any way whatsoever, any Confidential Information other than that required for the execution of the present agreement;

A Party shall not be required to comply with this confidentiality obligation in respect of any Confidential Information communicated by the other Party when the other Party has expressly and prior to any communication, released them in writing from this obligation.

This obligation shall not include documents and information:

1. Knowingly disclosed prior to their being obtained and/or received by the Parties, or that become disclosed afterwards without either Party being at fault.
2. resulting neither directly nor indirectly from the use of all or part of the Confidential Information for the purposes of this Article;
3. Validly obtained from third parties authorized to transfer or disclose such Confidential Information.

Should either Party be compelled to disclose Confidential Information to comply with any legal or regulatory obligation or judicial decision, it being understood that such disclosure may only relate to Confidential Information the disclosure of which is expressly required by such a legal or regulatory obligation or a court decision, it shall so inform the other Party as soon as possible.

Each of the Parties hereby undertakes, under the terms of the Agreement, to return in full to the other Party and/or destroy, without delay and at the latest within fifteen (15) days of the end of the Agreement, all documents and/or computer files containing Confidential Information and not to keep a copy, backup, extract, reproduction or summary of said documents and/or computer files.

This confidentiality obligation shall become effective upon signature hereof and shall continue throughout the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement.

## **19. TERMINATION**

### **19.1. WITHDRAWAL FROM THE AGREEMENT**

If applicable, the Evaluation License shall terminate at the end of the Evaluation Period.

The Parties agree and acknowledge the License, and/or the Maintenance Services shall not automatically enter into force at the end of the Evaluation Period, unless otherwise specified in the Specific Terms. The Parties agree and acknowledge the

Licensee shall confirm, by any means deems appropriate, his will to subscribe a License from the end of the Evaluation Period. This confirmation shall be made at the latest within five (5) days of the end of the current Evaluation Period. The Parties agree and acknowledge that in case of confirmation, the License shall enter into force under the conditions as described in the present Agreement and that the terms and conditions of the said License shall not be subject to negotiation.

This provision does not affect the entry into force of the Professional Services, which shall come into force upon the date of signature of the Specific Terms.

Each of the Parties may oppose to the enter into force of the License and/or the Services, at the end of the Evaluation Period, subject to notice under the conditions hereinafter defined in the Article "Notification", sent at least five (5) days before the end of the Evaluation Period.

Each of the Parties may oppose the renewal of the License and/or the Services, at the end of the Initial Period or at the end of each Renewal Period, subject to notice under the conditions hereinafter defined in the Article "Notification", sent at least one (1) months before the end of the current Period.

The Parties agree that the termination of the License shall automatically terminate the Agreement for the Services, including the Professional Services.

## **19.2. TERMINATION FOR BREACH**

In the event of failure by one of the Parties to fulfill any of its obligations under this Agreement that cannot be remedied the Agreement may be terminated immediately and *ipso jure* by the other Party without prejudice to any damages to which it may be entitled because of this failure nor to any penalties that may be due.

Termination of the Agreement shall come into effect from the moment the Party in breach of the Agreement has been presented with a registered letter with acknowledgement of receipt notifying the latter of the termination, without any further judicial or extrajudicial formality being required.

In the event of failure by one of the Parties to fulfill any of its obligations under this Agreement and for which this non-compliance has not been rectified within thirty (30) calendar days following receipt of a formal notice to remedy such non-compliance, the Agreement may be immediately and fully terminated by the other Party, without prejudice to any damages to which the latter may be entitled because of this non-compliance nor to any compensation that may possibly be

due.

The termination of the Agreement shall be effective on the day following the expiration of the aforementioned thirty (30) calendar-day period, without the need for any other judicial or extrajudicial formality.

It is also agreed between the Parties that the termination of this Agreement for any reason whatsoever, shall not affect the obligations of confidentiality, guarantees or responsibilities that the Parties are bound to under this Agreement, which remain in force for their respective terms.

The Parties agree that the termination of the License, for any breach whatsoever, automatically entails the immediate and *ipso facto* cancellation, without judicial or extrajudicial formalities and without prior notice, of the corresponding Services also subscribed to, including the Professional Services.

In the event of termination for failure by the Licensee to fulfill its obligations, the Licensee acknowledges and agrees that the sums paid or remaining due under this Agreement up to the termination date of the Agreement shall be forfeited to LINKURIOUS and that any refund of the said sums will not be possible.

In the event of termination for failure by LINKURIOUS to fulfill its obligations, it is expressly agreed between the Parties that the amounts paid under this Agreement at the date of termination of the Agreement shall be forfeited to LINKURIOUS and that any refund of the said sums will not be possible.

### **19.3. CONSEQUENCES OF AGREEMENT TERMINATION**

At the end of the normal Period of the Agreement or in case of early termination of the Agreement, for any reason whatsoever, the Parties agree to proceed under the conditions set out in Annex 7.

## **20. LIABILITY**

Either Party shall only be liable, under the conditions of common law, for direct and foreseeable damages suffered by the other Party, resulting from the other's failure to honor its contractual obligations as set out in this Agreement.

Each Party waives its right to claim damages from the other Party, for any reason whatsoever, be they indirect damages, or in particular, loss of profits, loss of opportunity, commercial or financial prejudice, any increase in overhead costs or

losses whose origin can be linked to the fulfillment of this Agreement or that can be considered a consequence of this Agreement.

The Licensee further acknowledges that LINKURIOUS can under no circumstances be held liable:

- For the Licensee using the Software in conditions that do not comply with the user documentation attached to Annex 1 hereto;
- In the event of the non-conformity of the Services with the Licensee's specific needs or expectations that have not been formalized in writing in this Agreement;
- In case of non-conformity of the Licensee's use of the Software with applicable legislation in force during a given period.

In any event, any liability incurred by LINKURIOUS in respect of any damage whatsoever shall be expressly limited to an amount which cannot exceed the price of the License and the Services subscribed for the current Period, as provided for in the "Financial Conditions" article. For any damage resulting from breach of LINKURIOUS obligations under the provision of the Professional Services, LINKURIOUS's liability shall be limited to an amount which cannot exceed twice the total amount invoiced by LINKURIOUS within this Agreement for the Professional Services as set forth in the Specific Terms.

The foregoing limitation of liability will not apply to any damage suffered by the Licensee due to a breach to the guarantee of non-infringement hereinafter.

In addition, in the event of breach by either of the Parties of any of their obligations under this Agreement, each of the Parties shall assume full liability for the consequences resulting from their mistakes, errors or omissions and for all prejudice caused to any third parties.

## **21. INSURANCE**

Each Party guarantees the other Party that they have taken out the requisite insurance policies to ensure and guarantee the consequences of its professional civil liability in the event of it being incurred so as to cover the pecuniary consequences of the damages it would have to meet.

Each of the Parties undertakes to maintain such insurance policies for the entire period of performance of this agreement. Each Party undertakes to produce, at the first request of the other Party, the corresponding insurance certificates.

Any modification, suspension or termination of the insurance policies by either Party shall be communicated to the other Party without delay by sending a registered letter with acknowledgment of receipt to the address of the other Party as indicated at the beginning of this agreement.

## **22. SOCIAL REGULATIONS**

LINKURIOUS declares that it complies with the fiscal and social legislation in force, that it is up to date in its payment of social security contributions and is able to provide evidence of compliance with the various applicable requirements in this regard, at the request of the Licensee. Should the latter make the request, and this as often as is necessary until this agreement has been terminated, LINKURIOUS shall supply the Licensee with the following documents:

1. An identification card proving registration with the trade register or a certificate of registration with the Trade and Companies Register, dated less than three (3) months ("extrait K-bis", company registration);
2. Proof of delivery of LINKURIOUS' social security declarations, issued by the social security agency responsible for collecting social contributions;
3. A sworn statement, in which LINKURIOUS certifies that it has filed with the tax authorities on the date of the statement, all required tax returns, and that work shall be conducted with employees that are legally employed with regard to the French Labor Code.

## **23. COMPLIANCE**

The Licensee undertakes to comply with the commitments (including labor and social, environmental and business integrity responsibilities) set forth in the present Agreement, which the Licensee declares to be aware of. In particular, the Licensee undertakes to prohibit any unethical uses of the Software, and in particular in the context of relations with countries under embargo, oppressive regimes or regimes not respectful of human rights and fundamental freedoms, notably the fight against modern slavery, enslavement and human trafficking, child labor or any form of forced labor.

For this purpose, if the Licensee damages LINKURIOUS' reputation or is likely to damage the reputation of LINKURIOUS, LINKURIOUS reserves the right to unilaterally terminate the present Agreement by right. This termination will be effective within thirty (30) days after formal notice to comply remained



unsuccessful.

The Licensee represents and warrants that it has been, is, and shall be in compliance with all applicable laws and regulations including, but not limited to, anti-bribery and anti-corruption, international trade and economic and trade sanctions laws and regulations.

## **24. FORCE MAJEURE**

Neither Party shall be held liable to the other Party in the event that the former's performance of its obligations is delayed, curtailed or prevented due to any circumstances of force majeure, understood as the occurrence of any events or circumstances of an unforeseeable, unavoidable and external nature to the Parties as recognized by legal precedent and the French courts. It is understood between the Parties that computer viruses, attacks or any act causing the paralysis of the Internet or blocking the use of computer equipment and resources, outside the responsibility of the Parties and affecting the performance of the services shall be understood to be force majeure in their nature.

The Party who is a victim of force majeure undertakes to notify the other Party without delay, insofar as this is possible. The obligations of the Parties will thus be suspended for the duration of the event and for a period which may not exceed three (3) months. The Parties shall come together to determine the most appropriate means to overcome, if possible, the consequences of the event(s) of the said force majeure.

In the event the case of force majeure should continue for a period longer than the aforementioned period, either Party may terminate this Agreement *ipso jure*, without any judicial formality being required, without notice and without any claim to compensation of any type whatsoever, by sending a registered letter with acknowledgement of receipt having immediate effect.

## **25. AMENDMENTS TO THE AGREEMENT**

Any modification of this Agreement, such as the integration of any new clause and/or the modification of the annexes shall be subject to a written amendment to the Agreement, signed by both Parties.

## **26. TRANSFER OF THE AGREEMENT**

The Parties agree that this Agreement may not be assigned or transferred, in whole or in part, in any form whatsoever, by the Licensee to any third party, without the prior written agreement of LINKURIOUS.

The Licensee expressly agrees and acknowledges that LINKURIOUS shall be able to assign or transfer all or part of this Agreement, in any form whatsoever, to any subsidiary in which LINKURIOUS owns more than half of the capital.

## **27. WAIVING OF RIGHTS**

If either of the Parties fails to exercise any of their rights or powers pursuant to the provisions of this Agreement, or exercises such rights or powers late, this shall not be interpreted as a waiving of all or part of these rights or powers, and any unique or partial exercising of any right or power shall not prevent subsequent implementation of such right or power.

## **28. INDEPENDENCE OF THE PARTIES**

The Parties of this Agreement are legally independent of each other. Each Party acts in its own name and on its own account. None of the stipulations of this Agreement may be interpreted as creating a company, joint venture, agency, subsidiary, agent-employer or employee-employer relationship, or association between the Parties. Each Party remains solely responsible for its acts, allegations, commitments, services, staff, products and data.

## **29. INVALIDITY**

Should any provision of this Agreement be deemed invalid or inapplicable due to a law or a regulation, or following a final judgement delivered by a competent jurisdiction, solely the provision in question shall be deemed invalid or inapplicable, and the other provisions shall remain in full force and retain their full scope.

The Parties hereby undertake to negotiate in good faith the replacement of the obsolete provision with another provision, as comparable as possible, in order to respect the initial intention of the Parties and the economic outcome of the Agreement.

## **30. NOTIFICATION**

Unless otherwise provided for, all notifications to either Party, under the conditions of this Agreement, shall be sent by registered letter with acknowledgement of receipt to the relevant address indicated in the Specific Terms, or to an address specified in writing at a later date by one Party to the other and/or by email.

In the event of a change of address, each Party undertakes to inform the other Party by registered letter with acknowledgement of receipt and by email as quickly as possible. Failing this, any mail sent to the address indicated in the header of this Agreement shall be considered as having been legitimately received.

## **31. APPLICABLE LAW AND JURISDICTION**

The law applicable to all disputes likely to occur during the lifetime of the Agreement, and in particular in connection with its very existence, its validity, its formation, its interpretation, its fulfillment or its termination, is French law.

In the event of a dispute arising from this Agreement or in relation with it, the Parties agree to seek an amicable solution, before taking any judicial action. In the event the Parties do not reach a solution, within a period of two (2) months from the date of the first notice to solve the said dispute by the most diligent Party, any dispute or litigation regarding the interpretation or fulfillment of the Agreement shall fall within the exclusive jurisdiction of the courts of Paris, excepting mandatory provisions to the contrary.

## **ANNEX 1: DESCRIPTION OF THE SOFTWARE**

**Linkurious Enterprise:** on-premises software. It provides non-technical users an interface to search, detect, visualize, edit graph data. It contains the Linkurious Server, a web-based client, and the Ogma library.

**Linkurious Server:** Web API provided by the Linkurious Server. It provides a series of high-level services (including search, graph, security, alerts, visualization) to add graph features to existing/new applications.

**Ogma:** Javascript graph visualization library. It is used to build custom graph visualization interfaces.

## **ANNEX 2: DURATION**

## **Duration of the Evaluation Software License**

The Evaluation Software License is subscribed to for a period of one (1) month from the date of the delivery of the Software, unless otherwise stated in the Specific Terms (hereinafter the "**Evaluation Period**"). The Parties agree the Evaluation Period may be renewed on the same terms and conditions for successive periods of the same duration, subject to a limit of two (2) months. Such renewal shall be express and made in writing under the conditions of article "Notification" hereunder. The notice shall be provided by the Licensee to LINKURIOUS at least five (5) days prior to the end of the previous Evaluation Period.

## **Duration of the Standard Software License and the Maintenance Services**

The License and/or the Maintenance Services are subscribed to for a period of one (1) year, unless otherwise specified in the Specific Terms, from the date of subscribing the Services as indicated on the Specific Terms or on the invoice or, if applicable, from the end of the Evaluation Period (hereinafter the "**Initial Period**"), renewable by tacit agreement on the same terms and conditions for successive periods of the same duration, unless denounced in the conditions detailed herein in the article "Termination" (hereinafter the "**Renewal Period**").

## **Duration of the Professional Services**

The Professional Services are subscribed for the period set forth in the Specific Terms, unless denounced under the conditions detailed below in the article "Termination" (hereinafter the "**Professional Services Period**"). The Parties expressly agree that the Licensee shall subscribe to the Professional Services at any time during the whole Period of the Agreement, by signing a specific bill of order. The Professional Services Period shall start at the date of signing the bill of order and shall be no longer than the whole Period.

# **ANNEX 3: CONDITIONS OF USE**

## **Evaluation software license scope**

LINKURIOUS grants the Software License to the Licensee for the Evaluation Period, solely for internal evaluation purposes to determine whether to purchase a

Standard Software License, to the exclusion of any other form of exploitation including but not limited to competitive analysis, commercial purposes.

The users who can access and use the Software shall be limited to employees of the Licensee and/or any other person acting on the Licensee's behalf and/or employees of its subsidiaries who need to use the Software for its evaluation.

## **Standard software license scope**

LINKURIOUS grants the Standard Software License to the Licensee for the Initial Period and all Renewal Periods, solely for the purpose of use in connection with its activity for its own and internal needs only, to the exclusion of any other form of exploitation.

## **Private Integration license scope**

LINKURIOUS grants the Private Integration License to the Licensee for the Initial Period and all Renewal Periods, solely for the purpose of use in connection with its activity for its own and internal needs for purpose of developing software and/or applications and/or integrating the Standard Software into the Licensee's Products, to the exclusion of any other form of exploitation.

## **OEM license**

LINKURIOUS grants the OEM License to the Licensee for the Initial Period and all Renewal Periods, solely for the purpose of:

- integrating the Standard Software in the Licensee's Products; and/or,
- marketing or distributing and reselling the Licensee's Products to end users on the territories set out in the Specific Terms. The Licensee agrees and acknowledges it shall not market, distribute or resell the Standard Software solely to end users.

The Licensee acknowledges that any other form of use of the Standard Software is prohibited under the terms of this OEM License.

The OEM License is non-transferable to any third party, except for the purpose of marketing, distributing and reselling the Licensee's Products to end users. The Licensee shall ensure that the product license granted to its end users will comply with the terms of this Agreement.

## **The Specific Software license**

LINKURIOUS grants the Specific Software License to the Licensee, for the whole Period as set out in the Specific Terms, solely for the purpose of accessing the Results of the Services provided under this Agreement as described in the Specific Terms and for internal needs, at the exclusion of any other form of use or exploitation.

The terms and conditions of this License are identical to the terms and conditions of the Standard Software License as set forth in the Specific Terms.

## **ANNEX 4: FINANCIAL CONDITIONS**

Payments can be made by bank transfer.

Wire payment information (EUR):

- IBAN (International Bank Account Number): FR76 3000 4008 2200 0103 3841 466 (EUR)
- ACCOUNT NUMBER: 00010338414

Wire payment information (USD):

- IBAN: FR76 3000 4029 9900 0100 1747 304 (USD)
- ACCOUNT NUMBER: 00010017473

BANK NAME: BNP Paribas, Agence Trinité, Paris, France

BIC (Bank Identifier Code): BNPAFRPPPI

SORT CODE: 00822

For Credit of: Linkurious SAS.

## **ANNEX 5: INSTALLATION PROCEDURE OF THE SOFTWARE**

### **Delivery of the Software**

The Parties agree that the delivery of the Software will be by download via remote access to the domain [linkurious.com](https://linkurious.com) (hereinafter the "**Domain**"). LINKURIOUS undertakes to transmit to the Licensee, by any means deemed useful by LINKURIOUS, and in particular by email with acknowledgment of receipt or by registered mail with acknowledgment of receipt, the access link to its Domain and

a login and password to access the Software. LINKURIOUS shall also provide online access to the user documentation.

LINKURIOUS undertakes to do its utmost to send the access link and the activation code to the Licensee in accordance with the schedule provided for by the Parties in the Specific Terms. The delivery will be deemed to have been acquired on the date of the acknowledgment of receipt of the email or mail containing the access link to the Domain, which the Parties acknowledge and accept.

The Parties agree that the delivery of any new Version and/or any update will follow the same procedure.

The software documentation can be found at the following address: <https://doc.linkurious.com>.

## **Installation of the Software**

The Licensee expressly undertakes to follow the instructions for installing the Software available directly on the latter's website during the process of downloading the Software.

## **ANNEX 6: SUPPORT POLICY TERMS**

**Corrective Maintenance:** the diagnosis and correction of an operational Defect of the Software, being understood as the correction of the instructions specific to the Software which are at the origin of the Defect.

**Customer success activities:** questions, help with configuration or general guidance related to the Software are provided as part of the customer success activities described in the Specific Terms. Additional activities are considered as Professional Services and are charged and defined separately.

**Defect:** a Defect (or "bug") is a verifiable and reproducible software problem that substantially prevents the Software to work in accordance with the functionalities described in the Documentation and not attributable to an incorrect use of the Software as defined below and/or the modification of the parameters of the operating system and/or its hardware by the Licensee.

**Support ticket:** a support ticket ("Ticket" thereafter) is a unique support enquiry and the reasonable efforts necessary to answer it, such as technical assistance provided by the personnel of Linkurious to the Licensee, regarding Defects, Ticket status and Ticket escalation for the Software. Linkurious reserves the right to close

a Ticket if Linkurious deems that a) the Ticket is not a problem but an improvement inquiry b) the Ticket is not a problem but an inherent functionality of the Software or c) a workaround is available.

Online support and the Maintenance Services are available via Linkurious' help desk website via <https://support.linkurious.com>. Linkurious' support is available during French business hours: 5 days a week (Monday to Friday), 9 hours a day (from 9am to 6pm), with a 2 business days response time.

Linkurious distinguishes 4 Defect levels:

- **Highest:** A User is blocked by a Defect preventing them from using the Software causing a production downtime. E.g., "Node-neo4j dependency is broken on Windows";
- **High:** A core functionality of the Software does not work. E.g. "Search does not work";
- **Medium:** The Defect is not strongly impacting the Software's operativity, or a workaround exists to mitigate the issue. E.g., "Expand node is too slow in dense graphs", "Missing search result";
- **Low:** The Defect is a nice-to-have, or an edge-case that rarely happens. E.g. "Scrollbar doesn't update when expanding panels".

The Software's Corrective Maintenance releases are more frequent than the major releases and try to fix the most Defects possible that affect our customers.

If a Defect is deemed Highest, then it will be investigated immediately regardless of the Company's planning and a Corrective Maintenance release or a workaround will be provided as soon as possible provided that:

- The fix is technically possible (i.e. it does not require a major software architecture change);
- The fix does not affect the quality or integrity of the Software.

High Defect will be fixed in the next planned Corrective Maintenance release.

For Medium and Low Defects, developers who are assigned to bug fixing set priority levels to bugs in accordance with the following considerations:

- The number of customers affected by the Defect;
- The existence of a patch or of a workaround;
- The difficulty of the correction;



- The possibility to correct multiple Defects at once.

Each week, the Linkurious technical team updates its weekly planning. At this point, bugs reported over the last week are evaluated and may be added to the week's planning.

Linkurious does not guarantee that fixes will be provided for Defects related to technical platforms (Operating Systems, Browser, Database, etc) that are considered as "end of life" by their vendor.

## **ANNEX 7: CONSEQUENCES OF TERMINATION OF THE AGREEMENT**

### **License and Maintenance Services**

At the end of the Period of the Agreement or in case of early termination of the Agreement, for any reason whatsoever, under the conditions detailed above, the Licensee undertakes to destroy without delay and at the latest within a period of fifteen (15) days from the end of the Agreement, any original copy of the Software and user documentation, as well as all documents, data, confidential information and materials given to the Licensee by LINKURIOUS for the execution of the present Agreement. Such returns shall be recorded in writing and shall be dated and signed by the Parties.

The Licensee also undertakes to destroy any other copy, backup, extract, reproduction or summary of the Software and/or user documentation and/or any documents, data and confidential information communicated by LINKURIOUS, within the framework of the performance of this Agreement and that the Licensee shall have carried out this process, irrespective of the format, within a maximum period of fifteen (15) days from the signature of the written record of restitution, and must provide the evidence of such to LINKURIOUS within a reasonable amount of time.

The Licensee expressly undertakes not to retain any copies, in any format, for any purpose, of the Software and/or user documentation and/or any confidential documents, data and information provided by LINKURIOUS within the framework of the performance of this Agreement, following the expiration of the Agreement for any reason whatsoever, without LINKURIOUS' prior authorization, except for archival purposes, on archival servers exclusively.

LINKURIOUS reserves the right to include features in the Software that will cause

the Software to stop functioning after the term of the Evaluation Period and/or of the License.

LINKURIOUS shall have the right at any moment after the end of the Agreement and during a twelve months period, to verify, at its expense, by any qualified professional auditor being appointed to this end, the destruction of any copies, backup, extract, reproduction or summary of the Software and/or user documentation and/or any documents, data and confidential information communicated by LINKURIOUS. It shall have the right to carry out all verifications it deems appropriate to this purpose, in the Licensee's office, provided it has informed the Licensee at least thirty (30) days in advance, by registered letter with acknowledgement of receipt.

The Parties expressly agree that the termination hereof shall be without prejudice to the obligations of either Party until the effective date of termination. In particular, the Licensee shall remain liable for all sums due in respect of the subscription until the date of termination.

## **Professional Services**

At the end of the Professional Services Period of the Agreement or in case of early termination of the Agreement, for any reason whatsoever, under the conditions detailed above:

- The Licensee shall not access the Specific Software immediately upon the date of ending the Professional Services, which the Licensee agrees and acknowledges;
  - LINKURIOUS undertakes:
    - to return to the Licensee without delay and at the latest within a period of seven (7) days from the end of the Professional Services or the Agreement any original copy of the data sets, as well as all documents, confidential information and materials given by the Licensee to LINKURIOUS for the execution of the Professional Services. Such returns shall be recorded in writing and shall be dated and signed by the Parties;
    - to destroy any other copy, backup, extract, reproduction or summary of the data sets and/or any documents and confidential information communicated by the Licensee, within the framework of the performance of this Agreement, within a maximum period of seven (7) days from the signature of the written record of restitution.
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