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TERMS AND CONDITIONS OF SALES FOR ACADEMIC INSTITUTIONS IN THE FRAME OF TRANSVALOR ACADEMIC PROGRAM

THE PARTIES HAVE AGREED ON THE FOLLOWING:

1. DEFINITIONS

The Parties agree that the following terms shall have the meanings set out below for the whole of this agreement:

- **TRANSVALOR** company, a public limited liability company (société anonyme) registered with the Commerce and Business Registry of Antibes under the number 331 211 466, with registered office located in Biot (06410) - E-Golf Park-Bâtiment B - 950 Avenue Roumanille.

  Hereinafter with the Licensee referred to individually as the "**Party**" and collectively as "**the Parties**".

- "**Activity**" refers solely to teaching, degree-granting programs and/or academic research that are part of the instructional processes performed by Licensee.
- "**Additional Modules**" The Licensee is informed that, as part of the Maintenance Contract, TRANSVALOR makes certain Additional Modules available at no additional charge for the duration of an active Maintenance Contract. Such Additional Modules are provided for the term of the Maintenance Contract only and are accessible while the Maintenance Contract remains in force. Upon expiration or termination of the Maintenance Contract, access to the Additional Modules shall end automatically, without prejudice to the Licensee's rights to the Software licensed separately.
- "**Agreement**" refers to the user License for the Software specified in the Offer and its conditions of maintenance by TRANSVALOR, including its preamble, any annexes and any amendments thereto.
- "**Authorized Site**" designates the Licensee's site(s) as identified in the Offer and where the Licensee is authorized to install and use the Software in the context of the present Agreement; unless explicitly stated otherwise in the Offer or and any other appendices to this document, this right of use is, by default, limited to the territory of the country in which the License was acquired (i.e the country in which the Licensee is located), as well as to the site for which the License was granted (i.e. the registered office of the Licensee).
- "**Corrective Maintenance**" refers to the diagnosis and correction of an operational malfunction of the Software, being understood as the correction of the instructions specific to the Software which are at the origin of the malfunction.
- "**Critical malfunction**" designates any malfunction preventing all use of the Software in accordance with its User Documentation and the Software's intended use.
- "**License**" designates the conditions under which TRANSVALOR authorizes the Licensee to use the Software in its version provided at the date of signature of the Agreement, within the scope of this Agreement.
- "**Maintenance**" refers to the technical support, Corrective Maintenance and Ongoing Maintenance of the Software. Maintenance shall not be granted when the License is provided free of charge;
- "**Malfunction**" designates any reproducible fault reducing or preventing the use of the Software in accordance with the User documentation and its intended use, the said User documentation, and not attributable to an incorrect use of the Software defined below and/or the modification of the parameters of the operating system and/or its hardware by the licensee.
- "**Minor malfunction**" designates any malfunction not Critical.
- "**Offer**" means any written or electronic document issued by TRANSVALOR — whatever its title or form (including, without limitation, an estimate, quote, proposal, statement of work, order form, purchase order, sales order, commercial proposal or confirmation) — that describes the License and/or Maintenance to be granted, the price or fees and any specific terms and conditions applicable to the License, and that has been signed, countersigned or

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otherwise expressly accepted or approved by the Licensee (including by electronic signature, e-mail confirmation, online acceptance, purchase order issued by the Licensee or payment).

- "**Ongoing Maintenance**" designates the provision and installation of any new updates, as well as any new version of the Software.
- "**Original Copy**" designates the original media for the Software that is delivered to the Licensee, understood as any computer-readable medium in accordance with the state of the art.
- "**Period**" designates the total duration of this Agreement, as decided on by the Parties .
- "**Postprocessor**" designates the Software component that permits the visualization of calculation results by way of the graphical interface.
- "**Purchase Order**" Purchase Order means order placed by the Licensee to TRANSVALOR for delivery of License and/or Maintenance
- "**Pre-processor**" designates the Software component that permits data input by way of the graphical interface.
- "**Processor Core**" designates a chip-embedded integrated circuit intended to process instructions transmitted by the operating system for the purpose of executing a program autonomously. Multiple processor cores can be embedded on the same chip and can operate simultaneously.
- "**Software**" designates, in a generic manner and without distinction, the software solution(s), including the User Documentation in vigour on the date of signature of the present document / Offer as well as all future versions for the duration of this agreement. The description of the software is fully detailed in the online documentation supplied with the software.
- "**Technical Support**" designates the telephone and technical support services provided to Software Users relating to the resolution of problems with the use of the Software, excluding any Corrective Maintenance.
- "**Time limited License**" designates the License granted by TRANSVALOR to the Licensee for a limited period of time.
- "**Token**" designates the number of processor cores on which the Software may be used simultaneously, one Token entitling the Software to be used on one Processor Core.
- "**Update**" refers to the compilation of corrections for possible Malfunctions and improvements to the Software in relation to ergonomics, speed of execution or efficiency without the addition of any new features.
- "**User Documentation**" designates all technical documentation for the use of the Software, as well as any instruction manual(s) and/or other documentation provided by TRANSVALOR to the Licensee in the present context in order to assist them in understanding the use and application of the Software, in whatever form and on whatever medium, in all of its evolutions Updates and future Versions;
- "**User**" designates the Licensee's personnel and/or any person authorized require assistance from Transvalor Customer Services;
- "**Version**" designates any modification of the Software and the User Documentation including changes compared to the previous state such as the result of corrective and ongoing maintenance.

2. PURPOSE

The purpose of this Agreement is to define the technical, financial and legal conditions under which:

- TRANSVALOR grants a license to the Licensee in order to use the Software, in its different successive Versions in the event of a Time limited License or subscription to the Maintenance service;
- TRANSVALOR undertakes to provide the Maintenance services for the said Software when applicable, i.e. Maintenance shall not be granted when the License is provided free of charge; ;
- TRANSVALOR provides Users with training when applicable in the use of the Software i.e. training shall not be provided when the License is provided free of charge.

3. CONTRACTUAL DOCUMENTS

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The present Agreement consists of this document, including the Offer and its potential amendments;

Purchase orders of the Licensee: The Parties recognize that they voluntarily waive the application of general conditions of purchase of the Licensee, which are therefore expressly excluded, notwithstanding any mention to the contrary in the contractual documents (purchase or delivery order, invoice, acknowledgment of receipt, etc.).

The Parties declare that they have freely negotiated all the terms and conditions of the Agreement. It is therefore a private contract within the meaning of Article 1110 of the Civil Code.

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

4. EFFECTIVE DATE AND TERM

The Agreement shall take effect, in all its provisions, for a one year period, from the date of delivery of the activation key of the License, unless denounced in the conditions detailed below in the article "Termination".

5. SOFTWARE LICENSE AGREEMENT

5.1. LICENSE SCOPE

TRANSVALOR grants to the Licensee, for any Period, the non-exclusive, personal and non-transferable right to use the Software, in its existing version on the date of the signing of this agreement, as well as in its future Versions and corresponding User Documentation, including the technical documentation.

The License is granted solely to the Licensee for non-profit academic research and educational purposes, including teaching, student instruction, student projects, and demonstration. Any use or exploitation for other purposes is strictly prohibited, including, without limitation, providing services, consulting, or deliverables to third parties using any output or results of the Software, whether directly or through machine learning models trained with simulation results obtained from the Software.

The Licensee shall not use, copy, or distribute the Software in furtherance of any commercial or for-profit activities, including the creation of spin-off ventures from academic research or the delivery of consulting services.

Our Offer states:

- The licensee server managing the Tokens of the License; The number of Token provided to the Licensee, which refers to the number of Processor Cores on which the Software may be used simultaneously;
- The authorized Site(s) where the stations on which the Software is installed and used are located
- The Reference Users authorized to request assistance from TRANSVALOR Technical Support. The Parties agree they may change the list of Reference Users by emails. The Licensee undertakes to notify the modified list of authorized Reference Users to TRANSVALOR. The modified list shall be deemed agreed by both Parties when TRANSVALOR notifies by email to the Licensee its receipt of the modified list. The date of the modified list shall be the date of the confirmation of receipt send by email by TRANSVALOR to the Licensee.

The Licensee acknowledges and agrees that in any event, unless otherwise agreed by the Parties, the Software may only be used by its personnel and by its students.

If the Licensee wishes to use the Software on another Licensee server and/or another site other than the Authorized Site, the Licensee acknowledges that it must:

(i) notify TRANSVALOR immediately and in writing of its intention to use the Software in order to obtain prior written permission to modify the Licensee server or the Authorized Site; and

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(ii) pay to TRANSVALOR the conversion, installation or training costs that the Parties will determine by agreement so that the Software may be used by the Licensee on the newly Authorized Site. These extra costs do not apply in case of Licensee server modification.

The risks, costs and expenses associated with any such transfer will be borne entirely by the Licensee, which it acknowledges and accepts.

The Parties expressly agree that Users attached to any of the Authorized Sites may be permitted to use the Software through external connections outside the Authorized Site provided that the Licensee 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.

Any modification of the conditions of the License will result in the signing of an amendment under the conditions of the article "Amendment of the Agreement".

- the number of Tokens and / or additional features used per period of one month;
- the usage time of each Token and / or additional functionality used per period of one month;
- the number of tokens of the license (s) initially subscribed to.

5.2. THE LICENSEE'S SOFTWARE RIGHTS

The Licensee acknowledges and 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 TRANSVALOR by any means to the Licensee and in accordance with its intended purpose. The Licensee may use the Software solely for academic research activities and/or for teaching and educational purpose of students whether in classroom or laboratory environments, who are enrolled at the Licensee's educational institution or are expressly permitted by the institution to receive such instruction. Any other use is strictly prohibited.

The Licensee expressly disclaims any other use of the Software and is prohibited from reproducing, arranging, adapting the Software, making it available to third parties other than the Reference Users listed in the Offer, to create any work derived from all or part of the Software, to sublicense the Software, in any way whatsoever, to any third party.

The Licensee further acknowledges that only TRANSVALOR reserves the right to correct any errors that may be observed by the Licensee. The Licensee acknowledges that they do 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. 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 said copy a notification stating that TRANSVALOR is the exclusive distributor of the said Software.

The backup copy remains the property of TRANSVALOR or the holder of the intellectual property rights of said Software, under the conditions set out in the article "Intellectual Property".

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.

This User license is granted to the Licensee subject to the full payment of TRANSVALOR's remuneration, when a financial compensation is applicable, under the conditions set out in the article "Financial Conditions" below.

6. DELIVERY AND INSTALLATION OF THE SOFTWARE

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6.1. DELIVERY OF THE SOFTWARE

TRANSVALOR undertakes to deliver an original copy of the latest Version of the Software that is available on the date of signing. TRANSVALOR 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.

The Parties agree that the delivery will be by download via remote access to the TRANSVALOR web servers. TRANSVALOR undertakes to transmit to the Licensee, by any means deemed useful by TRANSVALOR, and in particular by email with acknowledgment of receipt or by registered mail with acknowledgment of receipt, the access link to its servers and the activation code of the subscribed License. TRANSVALOR shall also provide online access to the User Documentation.

TRANSVALOR undertakes to do its upmost to send the access link and the activation code to the Licensee in accordance with the schedule provided for by the Parties. The delivery will be deemed to have been acquired on the date of the acknowledgment of receipt of the email or mail containing the activation code, 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 Parties acknowledge that, by way of an exception, in the event that the Licensee specifically requests TRANSVALOR to directly install the Software on its servers, under the conditions described below, delivery shall be evidenced by the signing of a contradictory delivery slip by the two Parties.

6.2. SOFTWARE INSTALLATION

6.2.1. *Installation of the Software by the Licensee*

The Licensee must download the Software directly from the TRANSVALOR website, accessible at the address communicated to it by TRANSVALOR, by any means deemed useful by TRANSVALOR, in particular by email.

In this context, it expressly undertakes to follow the instructions for installing the Software supplied by TRANSVALOR and/or available directly on the latter's website during the process of downloading the Software.

The Parties expressly agree that the installation will be deemed to be performed on the date of delivery of the License.

The Licensee acknowledges that TRANSVALOR's 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.

6.2.2 *Installation of the Software by TRANSVALOR*

The Parties agree that the Software may be installed directly by TRANSVALOR, provided that such a request be expressly set forth in the present document.

The installation of this Software shall be evidenced by the signing of a delivery slip by both Parties.

7. USER TRAINING (NOT APPLICABLE WHEN THE LICENSE IS GRANTED FREE OF CHARGE)

The Parties acknowledge that it is highly recommended to train Users to use the Software in accordance with its User Documentation. Within this framework, TRANSVALOR may provide the Users with training, within the timeframe agreed by the Parties, online or in any place agreed upon between them.

The terms of this training course are detailed in the Offer.

The Licensee acknowledges and agrees that training is highly recommended for all Users. In the event that the number of Users authorized to use the Software is too large, the Licensee may designate Reference Users who are responsible for transmitting the knowledge acquired during the training course to all Users.

The Licensee acknowledges that Users will be provided with enough information to use the Software during the training course. Consequently, TRANSVALOR cannot be held liable in the event of misuse of the Software by the Users, and in particular if the Users have not taken the training course.

The Licensee shall also be solely responsible for the proper internal transmission of the knowledge acquired by the reference Users.

9. SOFTWARE MAINTENANCE (NOT PROVIDED WHEN THE LICENSE IS GRANTED FREE OF CHARGE)

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The Licensee acknowledges and agrees that the subscription of a Time Limited License necessarily entails the subscription of Maintenance services as well, which are inseparable from one another.

Under these conditions, TRANSVALOR will maintain the Software, in Versions N and N-1 delivered to the Licensee as per the Agreement, from the end of the Warranty Period as defined above, under the conditions detailed below.

9.1. TECHNICAL SUPPORT AND USER ASSISTANCE

TRANSVALOR shall provide the Licensee with a telephone support hotline available at the following number: +33 4 92 92 42 00 from Monday to Friday from 9:00 am to 12:00 pm and from 2:00 pm to 5:00 pm Paris time, France, excluding French holidays, and/or by email at the following address: **support@transvalor.com**. Following any telephone hotline assistance, an email containing a summary of the assistance will be sent to the address provided by the User who requested that technical support.

The Licensee acknowledges that the technical support relates solely to the resolution of difficulties in using the Software and the resolutions of minor Malfunctions. The Licensee acknowledges and accepts that the technical support cannot compensate for a User who has not attended the training course proposed by TRANSVALOR and that this technical support only concerns questions of use that can be resolved and request for bug fix or improvement quickly.

TRANSVALOR 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. In such case, the technical support will transfer the request to the account manager for further discussion.

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

Technical assistance is available to all Users. The Users agree to use only their professional email addresses in their exchanges with TRANSVALOR's technical support technicians.

TRANSVALOR reserves the right to transfer the request to the account manager for further discussion for issues that do not fall within the usual requests and considered normal.

9.2. SOFTWARE CORRECTIVE MAINTENANCE

The Licensee acknowledges and agrees that Corrective Maintenance services are provided only for the original copies of the Software, and only for the Versions N and N-1 of the Software made available to the Licensee by TRANSVALOR. The Licensee acknowledges and agrees that they will not be entitled to Corrective or Ongoing Maintenance services in the event of:

- modification and/or irreversible alteration of the original copies of the Software;
- failure to install the latest available version or the version N-1;
- failure to pay fees due in respect of Maintenance, as set out in the conditions of the article "Financial Conditions" below.

In such a case, TRANSVALOR 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.

9.2.1. *Malfunction Reporting Procedure*

Within the framework of the Corrective Maintenance, the Licensee agrees to declare any Malfunction, as soon as possible, using the email address indicated in the article "Notification". The User undertakes to describe the difficulties encountered and the circumstances under which they occurred as precisely as possible. The description of the Malfunction must enable TRANSVALOR to identify the incident.

TRANSVALOR undertakes to carry out a diagnosis of the Malfunction on the basis of the information provided by the Licensee when reporting the incident. The diagnosis shall be carried out by reproducing the issue on TRANSVALOR's environment. An acknowledgment of the reception of the incident will be carried out as soon as possible and within a maximum of two (2) working days from receipt of the Malfunction notification. The Parties acknowledge that an incident reported by the Licensee that would not be reproducible cannot be properly analyzed nor solved by TRANSVALOR.

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TRANSVALOR will send the Licensee a diagnostic report by email to the address given in the article "Notification". The date of this email constitutes the end date of the diagnosis.

9.2.2. *Hours and response times*

At the end of the diagnosis, TRANSVALOR undertakes to do its upmost to resolve any Malfunction as soon as possible and, if necessary, to set up a workaround allowing the Licensee to continue using the Software according to its needs.

TRANSVALOR's interventions are carried out on working days between 9am and 6.00pm Paris time, France.

9.3. ONGOING MAINTENANCE OF THE SOFTWARE

TRANSVALOR provides the Licensee with Ongoing Maintenance services for the Software, taking the form of delivery of Updates and/or new versions of the Software.

TRANSVALOR alone shall determine the number of Updates and/or new Versions to be issued during the Period, and the conditions under which they are issued. TRANSVALOR may decide not to provide any Update and/or new Version during the term of the Agreement, including if requested by the Licensee.

Updates and/or new versions shall be made available to the Licensee under the same terms and conditions as set out in the "Delivery and Installation" section above.

10. FINANCIAL CONDITIONS

10.1. LICENSE FEES

The price is fixed in the form of a time limited subscription as described in the Offer , the amount of which is determined on a flat-rate basis, as indicated in the Offer hereof , corresponding to the price of the License and at the cost of Maintenance.

10.2. TERMS OF PAYMENT

Payment of the License and/or Maintenance price shall be made in accordance with the schedule and terms of payment agreed upon by the Parties and detailed in our Offer hereof.

The price of the License and/or the price of the Maintenance will be payable according to the payment terms defined in our Offer from the date of the invoice issued by TRANSVALOR. Payment shall be made by bank transfer to TRANSVALOR'S account, the details of which shall be indicated by the latter on each invoice.

10.3. DELAYED PAYMENTS

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

(i) the forfeiture of the payment terms for all amounts owed by the Licensee in this respect and their immediate collectability;

(ii) the immediate suspension of the services in progress, as detailed in the "Purpose" section of this document, until the full and complete payment of the sums due has been made. In the event of a delay of more than two (2) months and/or in case of more than two (2) late payments, successive or otherwise, within one Period, TRANSVALOR 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.

(iii) TRANSVALOR's invoicing of interest on late payments shall be at the rate of five (5) 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.

11. THE PARTIES' OBLIGATIONS

11.1. COMMON OBLIGATIONS

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Without prejudice to other obligations under the Agreement, the Parties undertake to comply with the following 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.

11.2. 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:

(i) The Licensee acknowledges that they have had sufficient time to learn about the technical features and constraints of the Software, detailed in the User documentation, and that they have received from TRANSVALOR all advice, instructions and details necessary to subscribe herewith, that they have sufficient knowledge of the Software and that they have communicated sufficiently with TRANSVALOR to ensure that the Software meets their expectations, needs and constraints.

In this regard, the Licensee acknowledges that they shall not claim any representations or guarantees issued by TRANSVALOR that are not expressly included in this Agreement nor the descriptions and/or specifications contained in any promotional or other document issued by TRANSVALOR with respect to the Software, other than this Agreement.

(ii) The Licensee agrees to use and/or make available to TRANSVALOR for the purpose of installing the Software the hardware and software configurations indicated by TRANSVALOR as necessary for the installation and use of the Software in the User Documentation, which cannot be interpreted as a guarantee by TRANSVALOR 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.

(iii) The Licensee acknowledges to being informed that the Software is intended for use solely for the purpose of simulating material shaping processes and that the results of such simulation operations may not accurately reflect actual processes but may be subject to distortions or inaccuracies due to the nature of the data, formulations or information used by the Licensee, or due to incorrect, insufficient and/or inadequate data, formulations or information, the nature of the materials used, environmental factors and/or circumstances external to the Software.

The Licensee is solely responsible for setting up quality control systems for its processes and for carrying out appropriate tests to ensure that the deliverables it produces or manufactures are not defective or of insufficient quality.

(iv) The Licensee agrees, in their 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 them and paying all contributions, taxes or charges of any nature incumbent on them that could result from their use of the Software. TRANSVALOR shall in no case be held liable in this respect.

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(v) The Licensee acknowledges that they are solely responsible for their use of the Software and the activity generated by the use of such Software. The Licensee agrees to use the Software in strict accordance with the User Documentation and, if applicable, the guidelines and instructions provided by TRANSVALOR.

(vi) The Licensee undertakes to ensure, under its own responsibility, that the Users operate the Software in accordance with its User Documentation, as well as any possible instructions of use from TRANSVALOR. The Licensee also shall ensure that the Users have sufficient skills and participate in the training course provided by TRANSVALOR under the conditions of the article "Training" and shall verify the suitability of its sites and computer systems for the use of the Software.

(vii) 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.

11.3. TRANSVALOR'S COMMITMENTS AND OBLIGATIONS

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

TRANSVALOR's liability is limited to the provision of these means, as described herein. In particular, the Licensee acknowledges that TRANSVALOR 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 TRANSVALOR as is and without guarantee of any kind, express or implied, other than as expressly provided in this Agreement. In particular, TRANSVALOR 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.

12. GUARANTEE OF NON-INFRINGEMENT

TRANSVALOR guarantees to the Licensee that the Software in all its Versions as well as the User Documentation pertaining to the License are in no way counterfeit copies 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, TRANSVALOR 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 TRANSVALOR.

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 TRANSVALOR;
- from any use of the Software that does not comply with the terms of the 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 provided by a third party;
- from the Licensee's failure to install any new Version of the Software from TRANSVALOR 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 TRANSVALOR in good time.

In return, the Licensee undertakes to notify TRANSVALOR 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 TRANSVALOR control of the defense as well as any negotiation for a settlement.

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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 TRANSVALOR:

- shall negotiate, at its own expense, with such third party the Licensee's ability to continue to operate the Software and its 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;
- 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, TRANSVALOR 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 TRANSVALOR makes no further guarantee to the Licensee other than this guarantee of non-infringement.

13. INTELLECTUAL PROPERTY

This Agreement does not assign the Licensee any intellectual property rights of any kind whatsoever pertaining to the Software and its User Documentation, in any of its versions, its source code and object code, which shall remain the full and complete property either of TRANSVALOR or of the developer of the Software for which it holds operating rights, 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 "Software User License".

The Licensee undertakes not to commit any act that could affect the intellectual property rights of TRANSVALOR and/or the publisher of the said Software, whether by reproduction, representation or adaptation, modification or transformation. Any use and/or access not expressly authorized by TRANSVALOR hereunder and/or not in compliance with the provisions of the intellectual property Code is unlawful and constitutes an offense of infringement in accordance with the provisions of Article L.335-3 of the French intellectual property Code.

14. 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 register, 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 fulfilment 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".

The Parties expressly agree that they may override in whole or in part the terms of this clause.

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15. CONFIDENTIALITY

The Parties undertake to keep strictly confidential 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, 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:

(i) not use the Confidential Information for purposes other than this Agreement;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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:

(i) knowingly disclosed prior to their being obtained and/or received by the Parties, or that become disclosed afterwards without either Party being at fault.

(ii) resulting neither directly nor indirectly from the use of all or part of the Confidential Information for the purposes of this Article;

(iii) 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 ten (10) years after the expiration or termination of this Agreement.

16. TERMINATION

16.1. TERMINATION FOR BREACH OF THE TIME LIMITED LICENSE AND/OR MAINTENANCE SERVICES

In the event of failure by one of the Parties to fulfil any of its obligations under the Time Limited License and/or Maintenance provisions that cannot be remedied and/or due to force majeure, subject to the provisions of the "Force

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Majeure" clause below, 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 extra-judicial formality being required.

In the event of failure by one of the Parties to fulfil any of its obligations under the Time Limited License and/or Maintenance provisions 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.

This termination clause applies:

to the Time Limited Licenses, including the License and related Maintenance services.

> 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 Maintenance services also subscribed to.

In the event of termination for failure by the Licensee to fulfil its obligations, the Licensee acknowledges and agrees that the sums paid or remaining due under the Time Limited License and/or Maintenance Services up to the termination date of the Agreement shall be forfeited to TRANSVALOR and that any refund of said sums will not be possible.

In the event of termination for failure by TRANSVALOR to fulfil its obligations, it is expressly agreed between the Parties that the amounts paid under the Time Limited License and/or Maintenance Services at the date of termination of the Agreement will be reimbursed to the Licensee in proportion to the number of months from the termination of the Agreement to the end of the current Period. The Licensee acknowledges that any refund of the sums paid to TRANSVALOR corresponding to the months preceding the termination will not be possible.

16.4. CONSEQUENCES OF AGREEMENT TERMINATION

The Licensee undertakes to destroy any copy, backup, extract, reproduction or summary of the Software and/or User Documentation and/or any documents, data and confidential information communicated by TRANSVALOR, 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 seven (7) days from the signature of the written record of restitution, and must provide the evidence of such to TRANSVALOR within a reasonable amount of time. The only exceptions to this obligation to restitution/destruction are the components of the pre-processor and postprocessor software.

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 TRANSVALOR within the framework of the performance of this Agreement, following the expiration of the Agreement for any reason whatsoever, without TRANSVALOR'S prior authorization.

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.

17. 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.

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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 fulfilment of this Agreement or that can be considered a consequence of this Agreement.

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

- For the Licensee using the Software in conditions that do not comply with the User Documentation.
- 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 any event, any liability incurred by TRANSVALOR's in respect of any damage whatsoever shall be expressly limited to an amount which cannot exceed:

- the price of the Time Limited License for the current Period, as provided for in the "Financial Conditions" section above, for any damages resulting from breach of its obligations under the License; in case of a License granted free of charge, Transvalor's liability shall not exceed 1.000 Euros (One thousand Euros);
- the price of the Maintenance for the current Period, as provided for in the "Financial Conditions" section above, for any damages resulting from breach of its Maintenance obligations;

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.

18. 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.

19. TAXES

The Licensee is obliged to pay all taxes associated with the use of the Software, or other federal, provincial, local or other taxes or duties (including customs duties), regardless of their designation, that are payable under the granting of the License or the transactions contemplated in this Agreement.

In particular, the Licensee is required to pay TRANSVALOR an amount equal to the taxes, duties or other fees already paid or to be paid by TRANSVALOR for the performance of this Agreement no later than ten (10) Days from the date on which they become due, on presentation of supporting documents.

20. COMPLIANCE WITH EXPORT LAWS AND CONTROLS

In exercising its rights and performing its obligations under this Agreement, each Party undertakes to comply with all applicable international, national and local laws and regulations.

The Software and the User Documentation sent to the Licensee may be subject to French export control laws, where the latter is domiciled in a territory outside French territory. The Licensee acknowledges its obligation to ensure that its performance of this Agreement remains in compliance with French export control laws.

The Licensee undertakes to comply with all import laws applicable in its country and is obliged to provide TRANSVALOR with all the information necessary for the declaration, registration and/or importation of the Software in the territory of the country in which it has its registered office.

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The Licensee further agrees not to export or re-export or permit any person or entity to use or re-export the Software in violation of applicable laws or regulations or without the licenses required by such laws and regulations.

21. SOCIAL REGULATIONS

TRANSVALOR 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, TRANSVALOR shall supply the LICENSEE with the following documents:

(i) 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);

(ii) Proof of delivery of TRANSVALOR's social security declarations, issued by the social security agency responsible for collecting social contributions;

(iii) A sworn statement, in which TRANSVALOR 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 Labor Code.

22. 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.

Force majeure is understood to mean 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 strikes by personnel and all other social movements, 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 that 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, under the conditions set out in the Article “notification”.

23. NON-SOLICITATION

Each Party waives, except with the prior written consent of the other Party, the right to solicit, directly or indirectly, any employee, whether salaried or otherwise, of the other Party or to take them into their employ, under any statute whatsoever.

This waiver is valid from the date of signature of this document and shall remain valid for a period of one (1) year following its expiry or termination.

24. AMENDMENTS TO THE AGREEMENT

Any modification of this Agreement shall be subject to a written amendment to the Agreement, signed by both Parties.

25. 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 either Party to any third party, without the prior written agreement of the other Party.

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26. WAIVERING 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.

27. 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.

Neither Party can render the other Party liable in any manner whatsoever for its acts, allegations, commitments, services, staff, products or data.

28. TITLES

The titles of the articles of this Agreement are for indicative purposes only and shall have no effect on the interpretation of the articles.

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 header of this Agreement, or to an address specified in writing at a later date by one Party to the other and/or by email to the following addresses:

- For TRANSVALOR: **sales-admin@TRANSVALOR.com**
- For the Licensee: At the email address mentioned in the Offer.

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 fulfilment 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 fulfilment of the Agreement shall fall within the exclusive jurisdiction of the courts of Paris, excepting mandatory provisions to the contrary.

The Parties expressly agree that no action whatsoever, in any form whatsoever and in any jurisdiction whatsoever, arising out of any dispute arising in connection with this Agreement shall be instituted by the Licensee against TRANSVALOR more than two (2) years from the date of the occurrence of the event giving rise to liability.

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32. GENERAL DATA PROTECTION REGULATION

As part of its business relationship and the application of this contract, TRANSVALOR may need to collect personal data for the following purposes:

- Customer relationship: delivery of goods and services, customer assistance, satisfaction surveys
- Administrative sales management: consumption monitoring, invoice and payment management
- Marketing: informative, advertising and commercial communication

In accordance with the rights of individuals concerning their personal data: right to information and consent, access, rectification, erasure, limitation of processing, data portability, opposition, automated individual decision, including profiling, queries can be to send by email to dpo@TRANSVALOR.com

05 novembre 2026 | 16:33 CET