

Obeo - S.A.S au capital de 499 963 €

7 Bd Ampère – BP 20773
44481 Carquefou Cedex - France
Siret : 485 129 860 00048
N° intracom : FR40485129860

Tel : +33 2 51 13 51 42
Fax : +33 2 51 70 04 69
485 129 860 RCS NANTES
www.obeosoft.com

General Terms and Conditions for Software and Services

These general terms and conditions apply to the sale of software products marketed by Obeo, whether On-Premise or SaaS (hereinafter the "Products"), and to the provision by Obeo of Professional Services.

They apply as from January 1, 2026.

Summary table

1 Purpose.....	2
2 Definitions.....	2
3 Determination of Client's Needs - Entire Agreement - Precedence.....	3
4 Obligations of the Parties.....	4
5 Entry into Force - Term - End of the Contract.....	5
6 Termination - Consequences of the End of the Contract.....	6
7 Implementation of Orders.....	8
8 Product Terms of Use and Professional Services Performance Terms.....	9
9 Order and Renewal of Products and Professional Services.....	12
10 Intellectual Property.....	12
11 Data.....	13
12 Audit.....	14
13 Financial Terms.....	15
14 Warranties.....	15
15 Liability.....	16
16 Force Majeure.....	17
17 Confidentiality.....	17
18 Non-Solicitation of Personnel.....	17
19 Compliance with Laws.....	18
20 Governing Law and Jurisdiction.....	18
21 Miscellaneous Provisions.....	18

Preamble

THESE GENERAL TERMS AND CONDITIONS FOR THE SALE OF SOFTWARE PRODUCTS AND SERVICES (HEREINAFTER THE "GENERAL TERMS") GOVERN THE COMMERCIAL RELATIONSHIP BETWEEN THE CLIENT AND OBEO, A SIMPLIFIED JOINT-STOCK COMPANY WITH SHARE CAPITAL OF EUR 499,963, HAVING ITS REGISTERED OFFICE AT 7 BOULEVARD AMPERE BP 20773, 44481 CARQUEFOU, FRANCE, REGISTERED WITH THE NANTES TRADE AND COMPANIES REGISTER UNDER NUMBER 485 129 860 00048, HEREINAFTER REFERRED TO AS "OBEO".

1 Purpose

The purpose of these general terms and conditions is to define the terms under which Obeo provides the Client with the Products and Professional Services.

2 Definitions

The terms and expressions identified by a capital letter in this Contract shall have the meaning set out below, whether used in the singular or plural:

Acquisition means the purchase by the Client of a Product for a price, for the number of Users or number of servers indicated in the Technical and Financial Proposal and for the full legal term of copyright protection relating to the Product.

Beneficiary means any legal entity controlled by the Client, controlling the Client or under the same control as the Client within the meaning of Article L.233-3 of the French Commercial Code, and which benefits from the same right to use a Product as the Client and from the same Professional Services, under a single Contract and in accordance with the provisions of the Technical and Financial Proposal.

Client means any legal entity that enters into the Contract with Obeo for the purchase of Products and/or Professional Services. Where this contract is entered into with an intermediary acting on behalf of an end customer (the Beneficiary), the term Client means that intermediary.

Contract means the following contractual documents, presented in descending order of legal precedence:

- The Technical and Financial Proposal including the price and any applicable special terms;
- The Product Offer Description document,
- The terms relating to Maintenance and Support Services, service levels (SLA) and any special terms applicable to certain Professional Services;
- The General Terms and Conditions for Software and Services in force on the date of signature of the Technical and Financial Proposal;

In the event of contradiction between one or more provisions contained in any of these documents, the higher-ranking document shall prevail.

Purchase Order means the electronic document by which the Client orders rights of use for one or more Products or Professional Services and which references the Technical and Financial Proposal. The Purchase Order is solely for administrative, invoicing, and order identification purposes.

Documentation means all technical documents enabling a User to get started with a Product and implement its features, including in particular the user manuals generally provided by OBEO.

Data means any information, regardless of format (text, image, sound, video, code, file, database, etc.), transmitted, generated, collected, recorded, processed, stored or communicated in connection with performance of the Contract. Data includes in particular:

- Client data (information belonging to the Client or its users, entered or imported into the software or service);

- technical data (logs, metadata, configurations, identifiers, usage histories);
- Personal Data, within the meaning of Regulation (EU) 2016/679 of April 27, 2016 (GDPR), where applicable.

Unless otherwise provided, Client Data remains the property of the Client.

Personal Data means information enabling direct or indirect identification of a natural person as defined by Regulation (EU) 2016/679 of April 27, 2016 (GDPR) and French Law No. 78-17 of January 6, 1978 as amended (hereinafter the "French Data Protection Act").

Identifier means the unique combination of a user name and an authentication method (password or equivalent device) enabling a User to access a Product. Each Identifier is personal. The use of generic identifiers shared between several Users is prohibited.

Deliverables means the results of a Professional Service, giving rise to studies, specific developments or programs in source code or object code form. Maintenance and Support Services and SaaS Product hosting services do not constitute Deliverables.

Products means all software marketed by Obeo either as On-Premise software, installed on the Client's premises or hosted by the Client under its responsibility, or as SaaS ("Software as a Service") in an environment managed by Obeo.

Technical and Financial Proposal means the document sent by Obeo to the Client detailing its offer concerning the Products, Professional Services, Parties and prices.

Professional Services means services directly related to the implementation, deployment, configuration or use of the Products and consulting or specific development services provided by Obeo at the Client's request, the performance details of which are described in the Order and the Contract.

Service Level Agreement (SLA) means Obeo's commitment concerning the availability, performance and continuity levels of Products provided as SaaS, as specified in the SLA document communicated to the Client by any means.

Maintenance and Support Service means the services provided by Obeo to ensure correction, updating and evolution of the Products, as well as technical and functional assistance for their use, the terms of which are defined in the terms relating to Maintenance and Support Services communicated to the Client by any means.

Subscription means the Client's subscription to a Product for a price, for a term and for a number of named or floating accesses determined in the Technical and Financial Proposal.

Territory means the entire world, excluding countries, territories or jurisdictions subject to economic, commercial or financial sanctions, or to a total or partial embargo, imposed by:

- the European Union,
- the United States of America, and/or
- the United Kingdom, and, where applicable, any other governmental authority or international organization whose regulations apply to either Party.

User means any natural person authorized by the Client who has access to the Product for professional purposes in accordance with the provisions of the Contract, as well as any service account used by the Client, which is treated as a full User account.

For the purposes of this Contract, a service account means an account used by machines, applications or services to authenticate and interact with the Product or other systems, acting on behalf of software or an automated process rather than on behalf of a natural person.

Any access to the Product, whether by a natural person or through a service account, is subject to the same rights of use and the same billing terms as those applicable to User accounts, without distinction.

The Client undertakes to secure access to all accounts, whether Users who are natural persons or service accounts, and not to communicate identifiers or passwords to third parties not authorized by Obeo.

3 Determination of Client's Needs - Entire Agreement - Precedence

The Technical and Financial Proposal details the quantity of Products ordered by the Client according to its requirements, determined jointly, and/or the Professional Services provided by Obeo.

The Client shall inform Obeo of any desire to modify or clarify these requirements, so that the products or services proposed by Obeo may fully satisfy them.

Unless otherwise stated, any Technical and Financial Proposal is valid for three (3) months from its issue date. As long as no corresponding order or Contract has been accepted by the Client, Obeo may modify or withdraw the Technical and Financial Proposal by simple written notice to the Client.

Any new version of a Technical and Financial Proposal cancels and replaces the previous version, unless the Client expressly requests in writing that an earlier version be maintained.

Acceptance of the Technical and Financial Proposal by the Client by any written means (signature, email or purchase order referring to it) constitutes a contractual commitment.

Obeo may amend these General Terms, the Maintenance Terms and the Service Level Agreements (SLA) where such amendment is justified by one of the following reasons:

- (i) a legal, regulatory or standards-related development applicable to the Products or Services;
- (ii) a technical, security or interoperability development required by the operation or improvement of the Products;
- (iii) changes to Obeo's offer or to the methods for providing the Services, provided that such change does not alter Obeo's essential obligations.

Any amendment shall be notified to the Client by any written means, clearly and comprehensibly, at least thirty (30) calendar days before it enters into force.

During this period, the Client may notify its reasoned refusal in writing. In the event of refusal, the Parties may either continue performance of the Contract under the previous terms until its expiry, or agree to terminate it without compensation, subject to thirty (30) days' notice.

In the absence of refusal within this period, the amendments shall be deemed accepted.

The amendments have neither the purpose nor the effect of modifying the main subject matter of the Contract, substantially reducing the Client's rights or creating a significant imbalance within the meaning of Article L.442-1 of the French Commercial Code.

4 Obligations of the Parties

4.1 Obeo's Obligations

Obeo undertakes to provide the Products and Professional Services with reasonable care and skill, and in accordance with professional standards and practices, taking into account the applicable requirements and the needs determined jointly with the Client.

Where the Professional Services are covered by specifications approved by the Parties, including functional and technical specifications and, where applicable, service level indicators and performance deadlines, Obeo undertakes to deliver Deliverables compliant with those specifications.

For other Professional Services, including consulting, assistance or training, Obeo is bound by a best-efforts obligation within the limit of the number of days or hours provided for in the Technical and Financial Proposal accepted by the Client.

Obeo also undertakes:

- In its capacity as a professional IT services provider, to inform, advise and warn the Client regarding any item or

circumstance of which it becomes aware and that could hinder proper performance of the Contract;

- To provide the Product(s) in accordance with the corresponding Documentation;
- To provide, where applicable, the Professional Services with diligence, care and in accordance with the rules and best practices used in the profession;
- To assign qualified and competent personnel to performance of this Contract;
- To hold and maintain throughout the term of this Contract all permits, approvals, certifications and authorizations necessary to perform its obligations under this Contract;
- To have, and continue to have, all rights necessary to assign or grant to the Client all intellectual property rights under the conditions defined in this Contract;
- To ensure that the Products and any Professional Services provided comply with the regulations in force applicable to them throughout the term of the Contract and to take, at its own expense and promptly, all measures necessary to make them compliant if they cease to be compliant in whole or in part.

4.2 Client Cooperation Obligation

The Client undertakes to cooperate with Obeo and to provide or guarantee access to any information or items that Obeo may reasonably need in order to fulfill its obligations under this Contract.

The Client undertakes to cooperate with Obeo, in particular by:

- Setting up within its organization a structure that is aware of the purposes of the Contract and capable of monitoring its performance,
- Examining and checking all plans, documents, data, information and results communicated or submitted to it for approval,
- Clearly setting out all observations and comments necessary for proper performance of the Contract,
- Reporting any item likely to compromise or delay proper performance of the Contract,
- Facilitating the coordination of its employees with those of Obeo and ensuring their full cooperation and availability to enable proper performance of the Contract,
- Communicating its approval or refusal of any recommendations, requests or proposals issued by Obeo.

The Client acknowledges that performance of the Contract within the agreed timeframes depends on the Client's compliance with its cooperation obligation. Failing this, Obeo may not be held liable for any delay or impact on performance resulting from such breach.

5 Entry into Force - Term - End of the Contract

5.1 Entry into Force of the Contract

The Contract enters into force on the date the Technical and Financial Proposal is signed by the Parties or on the date of the first Order referencing said Technical and Financial Proposal ("Effective Date"), whichever occurs first where applicable.

5.2 Term of Licenses

5.2.1 General rules

The Technical and Financial Proposal indicates whether the license for the Product is granted for a limited term (Subscription), specifying its duration, or for the statutory term of copyright (Acquisition).

For On-Premise Products, the license term begins on the Product Delivery Date, according to the terms described in Section 7.2 Delivery and Activation of Products and Delivery of Professional Services of the General Terms. The license is invoiced on the same date.

For SaaS Products, the right of use begins on the Effective Start Date as defined in section 7.2 Delivery and Activation of Products

and Delivery of Professional Services of the General Terms. The first Subscription period is invoiced on the same date.

5.2.2 Specific Rules for Subscriptions

The license for On-Premise Products under Subscription remains in force until the end of the initial subscription period ("Initial Period") or its renewal, unless it ends under the conditions of Section 6 Termination - Consequences of the End of the Contract of the General Terms.

The Initial Period begins on the Delivery Date for the duration indicated in the Technical and Financial Proposal.

Before the end of the Initial Period or the renewal period, the Client may request renewal of the license for the Product(s) under Subscription. In the event of renewal, invoicing takes place on the anniversary date of the start of the Initial Period.

For Products provided as SaaS, the Client will benefit from access to the SaaS service only from activation of the SaaS Product under the conditions specified in section 7.2 Delivery and Activation of Products and Delivery of Professional Services below ("Effective Start Date").

5.2.3 Specific Rules for Acquisitions

Where the Client acquires a Product, the license granted to it remains in force for the full legal term of copyright protection relating to the Product, unless terminated early in accordance with the Contract or ended by operation of law.

The cessation of Maintenance Services provided by Obeo for the acquired Product terminates only Obeo's maintenance and support obligations, without affecting the license to use the Product, which remains in force under the conditions of this article and the provisions of the Contract intended to survive its expiry.

In the case of a license granted for the statutory term of copyright, this license is strictly limited to the version of the Product provided on the subscription date. Unless otherwise provided, the perpetual license includes no right to major updates, new versions or evolution of the Product.

5.3 Term of Professional Services

Where Obeo provides Professional Services to the Client, the Contract remains in force until the Professional Services concerned have been provided in full to the Client under the conditions set out in the Technical and Financial Proposal, or ends on the date specified in said Technical and Financial Proposal.

With respect to Maintenance and Support Services, the service starts on the Product Delivery Date, unless otherwise provided in the Technical and Financial Proposal.

6 Termination - Consequences of the End of the Contract

6.1 Termination for Breach

In the event of breach by either Party of any of its obligations under this Contract, the other Party shall be entitled, after formal notice identifying the breach concerned has been sent by registered letter with acknowledgment of receipt to the defaulting Party and has remained without effect after expiry of a period of thirty (30) days, to terminate this Contract, without prejudice to its right to seek compensation for the damage suffered.

In the event of non-payment of an invoice when due, Obeo shall make two payment attempts. If these attempts remain unsuccessful, Obeo shall send the Client an email asking it to make immediate payment. If the situation is not remedied within fourteen (14) days from that email, Obeo shall suspend the Subscription or Professional Services and inform the Client by email. Finally, if payment is still not made within twenty-eight (28) days following the date of suspension of the Subscription or Service, Obeo may terminate the Client's Contract with immediate effect, such termination being considered termination for Client fault.

The Contract may also be terminated automatically by Obeo in the event of suspension of payments, opening of safeguard proceedings, receivership or liquidation proceedings concerning either party, in accordance with the applicable legal and

regulatory conditions and subject to applicable mandatory provisions (Law No. 2005-845 of July 26, 2005 on business safeguard proceedings).

In the event of termination for Client fault during the Contract, the Client shall pay all remaining amounts due until the end of the current Subscription term or Professional Services, without prejudice to any damages to which Obeo may be entitled, within the limit set out in Section 15 Liability.

6.2 Consequences of the End of the Contract

At the end of the Contract, for any reason whatsoever, except for Products acquired by the Client for the term of copyright, the right to use the Products granted by Obeo under this Contract shall be automatically terminated. The terms of residual access, return and deletion of Data are governed by Section 6.3 Reversibility of this Contract. Outside the reversibility period that may be implemented in accordance with this Section, the Data is no longer accessible on Obeo's servers.

On the effective end date of the Contract for any reason whatsoever, each Party undertakes to:

- i. Immediately cease relying on or referring to the other Party in any way under the Contract and cease using the Confidential Information communicated to it by the other Party for this purpose,
- ii. Uninstall and destroy the Products granted to the other Party for which the License granted does not authorize use beyond the end date of the Contract,
- iii. Return to the other Party the other items entrusted to it for the purposes of performance of the Contract and which were not assigned to it.

All provisions of the Contract which, by their nature, are intended to survive it shall continue to have effect, including provisions relating to warranties and limitations of liability.

6.3 Reversibility

6.3.1 Reversibility Request

The Client may request, before expiry of the Contract or concurrently with its termination:

- either to change cloud service provider;
- or to obtain extraction of its Data for migration to third-party infrastructure (including on-premise);
- or deletion of its exportable Data and digital assets.

This request must be sent to Obeo in writing and duly reasoned.

Failing this, Obeo shall not be required to initiate the reversibility process.

6.3.2 Implementation of the Process

From receipt of a complete request, Obeo has a maximum period of fifteen (15) business days to:

- initiate the reversibility process;
- send the Client a migration or deletion plan.

This plan specifies:

- the technical steps;
- the available export formats;
- the security measures;
- a provisional schedule (provided for information only).

6.3.3 Assistance and Transitional Period

Obeo provides the Client with reasonable assistance for Data migration, in accordance with Article 23 of Regulation (EU) 2023/2854 ("Data Act").

This assistance is provided on a best-efforts basis.

The transitional period may not exceed thirty (30) calendar days, unless otherwise agreed in writing by the Parties.

During this period, the continuity, integrity and security of the services are maintained to the extent reasonably possible, taking into account the state of the art and technical constraints.

6.3.4 Liability and Cooperation

Obeo informs the Client of any known risk likely to affect portability or continuity of the services. It guarantees that it will not intentionally alter access to the Data and digital assets.

Obeo may not, however, be held liable for malfunctions resulting from: (i) the target environment chosen by the Client; (ii) technical incompatibilities with a third-party system; (iii) lack of Client cooperation or late/incomplete transmission of information; (iv) force majeure.

6.3.5 Return and Deletion Methods

The Data is returned in a structured, commonly used and machine-readable format (including JSON, XML, CSV or any other standard open format).

The Client has a period of thirty (30) calendar days after the end of the transitional period to retrieve it.

At the end of this period, Obeo proceeds with irreversible and secure deletion, unless otherwise required by law. Upon request, a deletion certificate is provided.

6.3.6 Financial Terms

Until January 12, 2027, the costs related to reversibility:

- are justified and proportionate to the costs directly incurred;
- must not discourage exercise of the portability right.

They are subject to a detailed prior quote. The process may be adapted depending on acceptance of the quote, without preventing the Client's right to portability.

From January 12, 2027, reversibility is provided free of charge, except for additional services requested by the Client.

6.3.7 End of the Contract

The Contract is deemed terminated:

- at the end of the transitional period, in the event of successful migration;
- or within forty-five (45) business days following the request, where the request concerns only deletion of the Data.

Obeo may not be held liable for failure of a migration resulting from circumstances outside its scope of control.

7 Implementation of Orders

7.1 Placement of Orders

The Order for Products and Professional Services is placed when the Client has confirmed its acceptance of the Technical and Financial Proposal sent by Obeo by returning it signed or by referencing it in a Purchase Order. Sending a Purchase Order by the Client may not have the effect of modifying the terms and conditions of the Contract, and the Client declares that sending a purchase order is solely intended to meet its administrative needs and internal ordering process.

7.2 Delivery and Activation of Products and Delivery of Professional Services

For On-Premise Products, the "Delivery Date" corresponds to the date on which Obeo sends:

- For licenses, the availability information communicated by Obeo containing a download link enabling the Client to obtain the software product and the procedure to follow to obtain the license keys;
- For Maintenance Services, access to a customized online support and ticket tracking system provided by Obeo ("Digital Support Portal") enabling interaction with the Obeo support team, and a customized email address enabling automatic creation of tickets on the Digital Support Portal account.

Once the Products have been effectively delivered, Obeo will provide the license keys after receiving the information required to generate those license keys.

In order to use the Digital Support Portal, the Client must communicate to Obeo the contact details of its point of contact (last name, first name, email address), enabling Obeo to send the access codes to the Digital Support Portal (login and password).

For Products provided as SaaS, Obeo undertakes to make the SaaS Product available to the Client within five (5) business days from the Effective Date of the Contract ("Effective Start Date"), subject to any contingencies and delays caused by receipt of the Client's configuration choices enabling Obeo to configure the service, and by exchanges with the Client regarding deployment options, in particular with its IT teams. Maintenance and Support Services also begin from the Effective Start Date.

During this five (5) business day period, or possibly during the first days of Client access to the service, certain service configurations may be adjusted according to the Client's specific needs (for example: organization of the Client's teams, management/creation of user accounts and passwords, security settings, service access method, etc.).

Where the Professional Services give rise to delivery of a Deliverable, the Client has a period of fourteen (14) calendar days from availability to notify in writing, clearly and in detail, any non-conformity with the contractual specifications.

In the absence of notification within this period, or in the event of use of the Deliverable in production, the Deliverable is deemed accepted.

In the event of notification of non-conformity, Obeo analyzes the reservations and corrects reproducible defects with respect to the contractual specifications within a reasonable period, then makes a corrected version of the Deliverable available. A new period of seven (7) days is then opened to allow the Client to verify the corrections and, where applicable, confirm their conformity.

Acceptance of the Deliverable is formalized either by written confirmation from the Client or automatically upon expiry of the above periods. No formal joint acceptance procedure or acceptance report is required unless specifically agreed in the Technical and Financial Proposal.

8 Product Terms of Use and Professional Services Performance Terms

8.1 Product Rights of Use

For Products under Subscription, Obeo grants the Client and its Beneficiaries, on a non-exclusive, non-assignable and non-transferable basis, a right to use the Products and associated Documentation, by Users, for the term of the Contract and in the Territory.

For Products acquired by the Client ("Acquisition"), Obeo grants the Client and its Beneficiaries, on a non-exclusive, non-assignable and non-transferable basis, a right to use the Products and associated Documentation, by Users, for the full legal term of copyright protection (i.e. for a maximum term of 70 years) and in the Territory.

The Client is responsible for Users' compliant use of the Products, in particular to ensure that each User accepts and complies with the End User License Agreement for the Product concerned.

The Client is authorized to allow a third party to access the Products for performance by said third party of services on its own behalf (for example as part of an outsourcing project) or in any other circumstance agreed between the Parties. In such case, the Client guarantees that the third party it has chosen complies with all Product terms of use.

The Client may not assign to a third party, in any manner whatsoever, the right to access the Product without Obeo's prior written consent.

8.2 Professional Services Performance Terms

8.2.1 General rules

Obeo may provide the Client with Professional Services whose general performance terms are governed by this Section. The special terms relating to these services are described in the Technical and Financial Proposal and/or in special terms applicable to a specific Professional Service, and/or in the Special Terms.

Professional Services will be invoiced according to the terms chosen in the Technical and Financial Proposal.

8.2.2 Specific rules for certain services

8.2.2.1 Maintenance and Support Services

As part of a Subscription, Maintenance Services are included in the Subscription fee.

As part of an Acquisition, subscription to Maintenance Services is mandatory for the first year.

If subscription to Maintenance Services is stopped for at least one year and the Client wishes to subscribe again to said Services after that period, the Client must pay an amount corresponding to the price it would have had to pay for the years of Maintenance Services not subscribed to in order to benefit from Product version upgrades.

Obeo may at any time modify the maintenance terms, provided that it is reasonably established that this modification does not cause significant inconvenience to the Client, such as service interruption, significant performance degradation, data loss or removal of essential features, or if it improves the operation or security of the service.

In the event of refusal by the Client of the new maintenance terms, the Client may terminate the Contract by giving thirty (30) calendar days' notice from receipt by Obeo of a registered letter with acknowledgment of receipt notifying its decision. Termination shall not give rise to any refund of subscription fees already paid or due up to the effective termination date.

Obeo Maintenance and Support Services concern exclusively the features of the Products marketed by Obeo, as described in the reference documentation communicated to the Client. They do not cover features identified as experimental.

Any support request must be reproducible on an environment that complies with the technical prerequisites specified for the Products and must be run on versions supported by Obeo.

The Products may require the use, integration or joint operation of software elements, libraries, frameworks, modules, platforms or other components published or provided by third parties, including open source components (hereinafter the "Third-Party Components"). Unless otherwise excepted, Third-Party Components are neither published, maintained nor supported by Obeo.

Obeo guarantees only the integration and compatibility of Third-Party Components in the Product versions it validates and supports, as defined in the Documentation or in the Technical and Financial Proposal. However, Obeo may not be held liable for:

- defects, malfunctions, limitations, security vulnerabilities or modifications specific to Third-Party Components;
- evolutions, updates, license changes or removals decided by their publishers or communities;
- the consequences of use by the Client of versions of Third-Party Components not supported or validated by Obeo.

Where applicable, it is the Client's responsibility to subscribe directly with the relevant publishers to support or maintenance contracts relating to Third-Party Components, or to ensure their availability.

Any intervention, adaptation, upgrade or support service made necessary by the evolution, malfunction or obsolescence of a Third-Party Component, outside the scope guaranteed by Obeo, shall be subject to a specific order or prior quote.

8.2.2.2 Service Levels for SaaS Products

SaaS Products are hosted on dedicated infrastructure using Obeo's resources or those of a third-party provider, subject to the Client's compliance with its obligations.

Obeo may at any time modify the service terms for Products provided in SaaS mode, including service levels or "Service Level Agreement" or SLA, if it may reasonably be assumed that this does not cause inconvenience to the Client, or if this modification improves operation of the service.

The Client acknowledges that it has been informed by Obeo of all technical prerequisites necessary for optimal operation of the Product hosted as SaaS. The Client is also informed that these prerequisites may change, in particular for technical reasons. If a change occurs during the contract, the Client will be informed in advance.

In the event of refusal by the Client of the new service levels, the Client may terminate the Contract by giving thirty (30) calendar days' notice from receipt by Obeo of a registered letter with acknowledgment of receipt notifying its decision. In the event of termination at the Client's initiative for this reason, amounts already invoiced or due shall remain payable and non-refundable, without prejudice to services already provided.

8.3 Access to Products

Obeo guarantees access to the Products and their execution in accordance with these terms and the documentation associated with the Products.

Users access the Products either through:

- A named access enables a User to access the Product (on the basis of the User's Identifier). These access rights are personal and attached to natural persons. Two possibilities exist depending on the Product used:
 - either the Client must declare the Product users to Obeo at the start of or during the Contract by email request, providing the information requested by Obeo (for each former and new User: last name, first name, email address, desired identifier and, where applicable, IP address);
 - or the Client may itself assign Product access to a User from among those registered on the server. Assignment of access to a User may be modified over time by the Client without needing to contact Obeo.
- A floating access may be used by several Users, but may be used by only one User at a time, on a first-come, first-served basis. A User reserves an access (token) when connecting to the service and releases that access when disconnecting.
 - For SaaS Products, Users of floating accesses are declared to Obeo by email or through the ticketing system. The total number of declared floating Users is limited to 3 times the number of floating accesses.
 - For On-Premise Products, the Client must provide the information required for the Product (generally the server IP or DNS) so that Obeo can create its floating accesses.

These Identifier and password pairs are personal and must not be communicated to other persons. This obligation applies to all Users, including service accounts. The use of generic identifiers (common to several persons) is prohibited. Any breach of this rule constitutes a material breach of the Contract and entitles Obeo to close or suspend the account concerned, without its liability being incurred under the Contract.

8.4 Artificial Intelligence Features

Certain Products may integrate artificial intelligence features intended to assist the Client in creating, modifying, analyzing or validating models, architectures, diagrams or similar content.

These features may require the use of artificial intelligence services provided by third parties, chosen and contracted directly by the Client. Unless otherwise provided, subscriptions, access rights, API keys, credits and usage costs relating to these third-party services are not included in the Publisher's offers.

The Client acknowledges that operation of these features depends in particular on the chosen third-party provider, the model used, its configuration, its technical and contractual limits, and the evolution of its APIs or terms of use. Obeo therefore does not guarantee their compatibility with all models, providers, versions or configurations, nor error-free or uninterrupted operation.

Results generated or proposed by these features are provided as assistance. They may be inaccurate, incomplete or unsuitable for the Client's context and must be checked and validated by the Client before any use.

The Client remains responsible for its use of artificial intelligence features, the choice of the third-party artificial intelligence service used, the data it transmits to it, and compliance with the terms applicable to that third-party service and with the regulations applicable to its own use.

9 Order and Renewal of Products and Professional Services

During the Contract, the Client may place an Order to extend this Subscription for a fixed term with Obeo. In this case, invoicing of the extension shall take place on the anniversary date of the Delivery Date for On-Premise Products or the Effective Start Date for SaaS Products, and the provisions of this Contract shall continue to apply to the renewed Subscription.

During the Contract, the Client may also order additional Subscriptions at the rate applicable at the time of the new Order. In this case, additional invoicing takes place when the new Subscription starts.

10 Intellectual Property

10.1 Ownership Rights and Use of Products

All intellectual property rights relating to the Products provided under the Contract remain the exclusive property of their respective owners and none of these rights may be considered assigned to the Client under this proposal.

Under this Contract, the Client undertakes not to reproduce any element of the Product code by any means, in any form and on any medium whatsoever.

10.2 Intellectual Property Rights in the Results of Professional Services

In consideration of the price paid under the Contract, Obeo assigns to the CLIENT the economic rights of copyright relating to the deliverables, studies, specific developments, source and object programs produced in connection with this Contract ("Results"), for all of the CLIENT's purposes and usage needs.

This assignment of rights covers the Results from their delivery, worldwide and for the statutory term of copyright.

These rights include, subject to moral rights, all economic rights of reproduction, representation and distribution, including in particular the rights to use, incorporate, integrate, adapt, modify, arrange, correct and translate the Results into any language, in whole or in part, as delivered or as modified, for the purposes and usage needs referred to in this article.

Notwithstanding the foregoing, the CLIENT grants Obeo, free of charge, a non-exclusive licence to use, reproduce, adapt and modify the Results solely to the extent necessary to perform the Contract and to provide maintenance, support or other services relating to the Results to the CLIENT. Obeo may grant the same rights to its subcontractors solely for those purposes, under conditions ensuring the protection of the CLIENT's rights

Obeo shall retain full ownership of the deliverables, studies, specific developments, source and object programs produced in connection with the service, as well as the associated documentation if this work is intended to be contributed by Obeo to projects under an Open Source license.

Notwithstanding the foregoing, under no circumstances shall the CLIENT ask Obeo to transfer ownership rights in software or software components that are Open Source or free software, belong to third parties or pre-exist the service.

10.3 Non-infringement Warranty

Obeo warrants that, to its knowledge and as of the signature date, the software does not infringe any third-party intellectual property rights.

In this respect, Obeo undertakes to defend the Client at its own expense against any action for infringement of copyright or other intellectual property rights brought by a third party and relating to a Product, provided that Obeo is promptly notified in writing by the Client and that the alleged infringement does not result from the Client's acts, omissions, modifications or use of the Product in breach of the Contract or Documentation. This undertaking is expressly limited to software for which Obeo holds ownership rights.

Obeo shall have sole control over how the action is conducted and shall have full latitude to settle or pursue any procedure of its choice. The Client shall provide all information, items and assistance necessary for Obeo to conduct its defense or reach a settlement agreement.

If the Client's liability is upheld by a final court decision, Obeo shall indemnify the Client for all damages that the Client is required to pay, as well as reasonable attorneys' fees incurred by it, provided that Obeo receives from the Client proof of the third party's claim for payment of damages and of the attorneys' fees invoiced and paid.

Notwithstanding the foregoing, under no circumstances shall the Client ask Obeo to transfer intellectual property rights in software under an open-source or free software license or belonging to third parties.

If a prohibition on use of a Product is ordered as a result of an infringement action or results from a settlement signed by Obeo with the claimant in the infringement action, Obeo may, at its option and expense, either:

- Obtain the right for the Client to continue use,
- Replace the element concerned with an equivalent element that is not subject to an infringement action or modify it so as to avoid such infringement;
- Terminate the Contract by refunding the License fee only pro rata temporis for the period during which the Client was unable to use the Software, from the date of the Purchase Order or renewal, as a result of the infringement action. If the License is perpetual, the pro rata temporis rule applies over a period of five (5) years.

11 Data

11.1 Access to Data

The Client is the sole holder of rights in the Data processed under this Contract. The Data remains in all circumstances the property of the Client.

The Client grants, as necessary, to Obeo and its subcontractors a non-exclusive, worldwide, free and non-assignable license enabling them to host, cache, copy and display said Data solely for the proper operation of the Products and performance of the Professional Services, and exclusively in association with or in connection with them.

This license automatically ends upon termination of this Contract, unless it is necessary to continue hosting or processing the Data in order to satisfy a legal obligation or to implement the Reversibility operations provided for in the Contract.

Obeo implements appropriate technical and organizational measures to protect the Data against accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access.

Access to the Data is reserved for the Client, Obeo and its subcontractors, solely to the extent necessary for performance of the Contract.

Obeo consults Client Data only where necessary for operation of the Products, provision of Professional Services, maintenance or support. As soon as these operations are completed, manual access to the Data ceases and unnecessary access rights are removed.

The Client represents and warrants that it has all authorizations necessary to use the Data in connection with the Professional Services and that it may freely grant said license under the above terms to Obeo and its subcontractors. The Client further represents and warrants that, by creating, installing or uploading the Data in connection with the Professional Services, it does not exceed any right that may have been granted to it over all or part of the Data and does not infringe third-party rights.

The Client undertakes to indemnify Obeo against all financial consequences that Obeo may have to bear due to a breach by the Client of the above warranties concerning the Data.

The Client shall ensure that, when using the Professional Services, it does not place Data that would require Obeo to comply with specific laws or regulations other than those expressly provided for in the Contract.

The Client is informed and accepts that Obeo may access its Data and transmit it upon requisition by an administrative or judicial authority authorized to access the Data. Unless such requisition prevents it from doing so, Obeo shall endeavor to inform the Client without delay of the existence of the requisition and of the Data that has been transmitted.

11.2 Personal Data - GDPR

The Parties agree to comply with all applicable laws and regulations concerning protection of personal data, as amended where applicable, such as EU Regulation 2016/679 on the protection of personal data ("GDPR") and French Law No. 78-17 of January 6, 1978 as amended on information technology, files and freedoms (collectively referred to as the Rules and Laws applicable to data protection).

As necessary, the Client and Obeo undertake, with respect to their own files containing Personal Data, to (i) carry out the required formalities, (ii) inform the persons whose Personal Data is collected of their rights, and (iii) take all useful precautions to preserve the security of Personal Data in order to prevent it from being distorted, damaged or accessed by unauthorized third parties.

In connection with the provision of SaaS Products or Professional Services, Obeo may process Personal Data on behalf of and for the account of the Client. Obeo, acting as Processor within the meaning of data protection legislation, undertakes to process the Personal Data thus entrusted to it in accordance with the applicable legislative and regulatory provisions.

Consequently, Obeo undertakes in particular:

- (i) to process the Client's Personal Data only in connection with performance of the Contract and for the exclusive account of the Client, and refrains from communicating said Personal Data to any third party to the Contract, natural person or legal entity, except for the needs of the Professional Services and only with the Client's prior written consent;
- (ii) to take all appropriate security measures to protect the Client's Personal Data to which it has access during performance of the Professional Services against, in particular, accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access;
- (iii) to handle appropriately and as soon as possible any requests for information from the Client relating to processing carried out on Client Personal Data.

12 Audit

During the term of this contract and for a period of one year from its termination for any reason whatsoever, Obeo may, at its own expense, carry out or have carried out by an independent third party an audit in order to verify that the Client uses the Products in accordance with the contractual terms agreed with Obeo. The audit is limited to the information, records, systems and premises strictly necessary to verify compliance with Product usage rights, excluding any other information unrelated to the subject matter of the Contract.

Obeo shall notify the Client in writing that it wishes to carry out an audit at least 14 calendar days before the planned audit date and shall communicate to the Client the list of persons responsible for carrying out the audit.

The Client shall cooperate fully with Obeo and/or the third-party auditor during the audit, by providing appropriate access to all premises, IT systems and documents necessary for the audit. The Client shall also allow the third-party auditor to share the audit results with Obeo.

Obeo undertakes to respect, and to ensure that any third party acting on its behalf respects, the strict confidentiality of information collected during audits.

If the audit reveals that the Client's use of the Products breaches the General Terms and/or the other contractual terms with Obeo, Obeo may formally require the Client to remedy the identified non-conformities within 30 business days. If the Client does not remedy the non-conformities within the specified period, Obeo shall have the option, without limitation, to suspend

access to the Products, request financial compensation (for example payment at the current rates for additional licenses to be subscribed) or immediately terminate the Contract.

13 Financial Terms

In consideration of the right to use the Products and/or the provision of Professional Services by Obeo to the Client, the Client shall pay the amount provided in the Order or in the Technical and Financial Proposal.

The rates set out in the Technical and Financial Proposal are valid for the offer validity period indicated in that Technical and Financial Proposal. Obeo reserves the right to reassess these rates at any time after this validity date. The new rates shall apply to all new Orders.

Unless specifically indicated in the Order or the Technical and Financial Proposal, Products are invoiced in one installment on the Delivery Date for On-Premise Products, and on the Effective Start Date for SaaS Products and on each anniversary of those dates in the event of extension or additional Subscription order, where applicable.

Professional Services are invoiced according to the method chosen in the Technical and Financial Proposal.

Unless otherwise stated, all prices are exclusive of taxes. Applicable VAT shall be invoiced in addition at the rate in force on the invoice date.

Prices shall be expressed in euros and payments, unless otherwise agreed between the Parties, shall be made in that currency by bank transfer, without charges for Obeo, to Obeo's bank account.

By default, any invoice issued by Obeo is payable within 30 days from its issue date by bank transfer. Under no circumstances may the payment period exceed the provisions of Article L.441-10 of the French Commercial Code.

In the event of late payment, late-payment penalties shall be payable without any reminder being necessary, in accordance with Article L.441-10 of the French Commercial Code. The rate of such penalties shall be the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, together with a fixed indemnity of 40 euros for collection costs as defined by the applicable regulations. The penalty rate may not, however, be less than three times the statutory interest rate in force. No discount shall be granted for early payment.

14 Warranties

14.1 Product Warranty

Where the Client has subscribed to Maintenance and Support Services for a Product, the warranties applicable to that Product are those defined in the maintenance and support terms in force.

In the absence of subscription by the Client to Maintenance and Support Services, the warranty granted under this Contract is limited to a period of one (1) month from the Delivery Date or Effective Start Date.

During this period, Obeo undertakes to correct, at no additional cost, any blocking defect detected by the Client and reproducible, provided that such defect is duly reported to Obeo by means of a sufficiently detailed defect report.

It is expressly agreed that the warranty granted under this Section shall not apply in the cases exhaustively listed below:

- if the software has been modified by the Client or at its initiative, or if the Client has attempted to modify it, without Obeo's prior written consent;
- if the software has been used under conditions not compliant with the documentation;
- in the event of a change of hardware not corresponding to Obeo's recommendations;
- in the event of improper operation or fault specific to the Client and clearly attributable to it.

Without prejudice to the above provisions, Obeo does not warrant that its software is free from bugs, defects or errors. Obeo does not warrant that its software will run without service interruption, loss of connectivity or data, crashes or performance degradation.

It is the Client's responsibility to assess the level of its employees or collaborators regarding use of said software; Obeo assumes no liability for their lack of training or for damage that may arise as a result.

The Client declares in particular in this respect that it is aware of the technical specifications and required configurations of the software sold by Obeo and fully assumes the risks relating to any lack of suitability between them and its hardware and/or software configuration(s).

The Client is responsible for setting up and maintaining regular and appropriate backups of its Data on its own systems.

For interventions carried out by Obeo on the Client's hardware and software in its own environment, the Client undertakes to perform the necessary backups before any intervention. Obeo may not be held liable for data loss occurring on the Client's media where such loss results exclusively from the Client's absence or insufficiency of backup.

This limitation does not apply in the event of gross negligence or deliberate breach by Obeo, nor in the event of breach of a mandatory legal obligation.

14.2 Professional Services Warranty

Obeo warrants that the Professional Services will be provided in accordance with professional standards and the contractual documents accepted by the Parties.

If the Client identifies a non-conformity of the Professional Services with these documents, it has a period of thirty (30) calendar days from acceptance of the relevant Deliverables to notify Obeo in writing, clearly and in detail. In this case, Obeo undertakes to remedy, at no additional cost to the Client, proven non-conformities falling within its responsibility.

Obeo warrants proper operation of the IT components provided only where they concern usually expected features or interaction in configurations previously agreed in writing with the Client.

The warranties provided hereunder are granted subject to (i) the Client providing Obeo with accurate and complete information, (ii) the Client making the decisions necessary for the project on time, (iii) the Client providing competent and qualified personnel and (iv) the Client complying with all applicable laws and the provisions of this Contract. All other warranties, including in particular any implied warranty of fitness for the Client's specific needs or warranty of merchantability, are expressly excluded.

15 Liability

Obeo may under no circumstances be held liable for indirect losses suffered by the Client that may arise from or in connection with performance of this Contract and its consequences. Indirect damages include, without limitation, loss of gains or profits, loss of opportunity, commercial damage, and the consequences of complaints or claims by third parties against the Client, notwithstanding the fact that Obeo may have been warned of the possibility of their occurrence.

In particular, Obeo's liability may under no circumstances be sought in the event of:

- use of the Products in a manner not provided for in the User Documentation or use not expressly authorized by this Contract;
- modification of all or part of the Products or information accessible through the Professional Services not carried out by Obeo or by one of the approved providers designated by it;
- use of all or part of the Products where Obeo, following a difficulty or for any other reason whatsoever, had recommended suspending their use;
- use of the Products in an environment or configuration that does not comply with Obeo's technical prerequisites, or in connection with third-party programs or data not expressly approved by Obeo;
- occurrence of any damage resulting from fault or negligence by the Client, or that the Client could have avoided by

seeking Obeo's advice;

- use in connection with the Products of programs not supplied or approved by Obeo and likely to affect the Products or the Client's Data.

In any event, Obeo's cumulative liability, all causes and losses combined, under this Contract, is limited, for each contractual year, to an amount not exceeding the total sums excluding taxes actually paid by the Client to Obeo in performance of the Contract during the twelve (12) months preceding occurrence of the event giving rise to the damage.

Obeo's liability may not, however, be excluded or capped in the event of bodily injury or damage caused by fraud or gross negligence as defined by case law. Likewise, it may not be capped or excluded in the event of breach by OBEO of the non-infringement warranty.

16 Force Majeure

Obeo's liability is excluded in the event of total or partial non-performance of its obligations attributable to a force majeure event as defined in Article 1218 of the French Civil Code and its case law, or any event beyond Obeo's reasonable control such as: a strike (announced or not), war (declared or not), riots, government action, act of terrorism or natural disaster (fire, flood, earthquake, etc.), pandemic (coronavirus or SARS-type infection).

17 Confidentiality

The parties agree to treat as strictly confidential all information, methods and documentation that they may become aware of in connection herewith, concerning their respective businesses. The parties undertake not to use this information for personal purposes and not to disclose it to third parties.

In particular, all information provided to the personnel, subcontractors and third parties of either party, all documents (economic, technical, functional, organizational, etc.) and data entrusted to them and not publicly available, all meetings in which they participate and all documents issued are considered strictly confidential and constitute a substantial part of the Parties' assets.

The parties undertake to ensure compliance with this obligation by all their corporate officers, personnel, subcontractors and third-party contractors.

The parties undertake to implement appropriate means to maintain the confidentiality of the methods, information and documentation of the other party to which they may have had access in connection with performance of this Contract.

Each party is authorized to cite, including on social networks, the name and logo of the other Party as a reference. Each party may freely and at any time terminate this right by registered letter with acknowledgment of receipt and without notice, without the other party being entitled to claim any consideration or to consider that it has suffered damage, and a fortiori to seek damages.

The parties agree that the texts and terms of the contract are strictly confidential. They may, however, be communicated: (i) to the Parties' professional advisers, (ii) to judges, arbitrators, experts, competent administrative or judicial authorities, where such communication is required, (iii) to any person or body where the law requires such communication or where it is necessary to meet transparency or control obligations applicable to either Party.

The above confidentiality obligations shall remain in force throughout the duration of the contractual relations between the Parties resulting from this Contract and any amendments, and for a period of 5 years from the date of termination of said contractual relations.

18 Non-Solicitation of Personnel

The Client undertakes not to employ Obeo personnel with whom it is in contact in connection with performance of the Contract, and not to have them work directly or indirectly through a third party for similar services throughout the term of the Contract and for two years following the end of the Contract.

In the event of breach of this clause, the Client shall owe Obeo compensation equal to twelve (12) months of gross salary for the personnel concerned.

19 Compliance with Laws

Obeo shall comply with the legal and regulatory obligations applicable to it in its capacity as a service provider under the law applicable to the contract. Obeo is not required to assume the Client's legal and administrative obligations, including those relating to the Products and Professional Services provided under the Contract. It is therefore the Client's responsibility to ensure compliance with the laws and regulations concerning it, without being able to seek Obeo's liability.

For its part, the Client also undertakes to comply with the laws in force to which it is subject, whether because of its nationality or its geographical location. It shall in particular ensure compliance with the applicable provisions relating to the content of the Data so that no data contrary to law may be processed by the services, such as Data likely, in particular, to advocate crime or terrorism, Data relating to pedophilia and any other prohibited data.

20 Governing Law and Jurisdiction

This Contract is governed by and interpreted in accordance with French law. The Parties undertake to act in good faith to resolve amicably any dispute that may arise between them relating to the formation, performance or interpretation of the contract.

If, at the end of a period of one (1) month from written notification of the dispute by one Party to the other, the Parties have not reached an amicable settlement, the most diligent Party may refer the matter to the Commercial Court of Nantes, to which the Parties grant exclusive jurisdiction to settle their disputes, including in the event of multiple defendants, summary proceedings or third-party proceedings.

21 Miscellaneous Provisions

If one or more clauses are declared null and void by a court decision or prove impossible to implement, the validity of the other provisions shall not be affected and the Parties undertake to negotiate a replacement provision in good faith.

The headings and subheadings appearing in this Contract are included for convenience only. By express agreement between the Parties, these headings and subheadings may under no circumstances be used to interpret any provision of this Contract.

The fact that a Party does not claim application of any provision of this contract or tolerates its non-performance temporarily or permanently shall under no circumstances be interpreted as a waiver by that Party of its rights hereunder. The fact that a Party tolerates non-performance or imperfect performance of the Contract or, more generally, tolerates any act, abstention or omission by the other Party that is not compliant with the provisions of this Contract shall not grant any right whatsoever to the Party benefiting from such tolerance.

This Contract constitutes the entire agreement between the Parties and supersedes any prior agreement, whether written or oral, express or implied. It constitutes the sole intent of the Parties. It may be amended only by an amendment signed by the authorized representatives of both Parties.

The Parties elect domicile at the addresses appearing at the beginning hereof, to which notices shall be sent, except in the event of a change of address, which shall be notified to the other Party as soon as possible. In the event of a change of address, any notice sent to the addresses mentioned in the instrument or to the last address notified shall be deemed valid, unless it is proven that the Party sending the notice knew the actual address of the Party to which it sent the notice. The Parties acknowledge that they act as independent co-contractors. This contract cannot have the effect of creating between them any company or association of any form.