GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale are current as of 1 December 2021.

ARTICLE 1 - The Parties

The term "Service Provider" refers to Netaneo, a one-person simplified joint stock company with a capital of 1,000 euros, registered in the Montpellier Trade and Companies Register under the number RCS 892571696, and whose registered office is located at 640 Avenue d'Assas, 34820 Teyran, France.

The Provider is a company specialising in software publishing and software development services.

The term "Client" refers to any legal or natural person who has requested the services of the Service Provider.

The term "Third Party" refers to any natural or legal person who is not a party to these General Terms and Conditions (GTC).

ARTICLE 2 - General

The purpose of these GTC is to define the rights and obligations of the Parties when the Service Provider performs services for the Client in the course of its activities.

These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") apply to any contract entered into between the Service Provider and the Client, in connection with the provision of services (the "Services") as defined in the quotation approved by the Client.

The Services may be provided either remotely or at the Client's premises, at the discretion of the Service Provider and the Client.

The GTC are systematically sent or given to each Customer before placing any order (the Order). Consequently, placing an Order implies the Customer's full and unreserved acceptance of these GTC, to the exclusion of any other documents in the Customer's possession such as prospectuses, catalogues or advertising brochures issued by the Service Provider, which shall only have an indicative and non-contractual value.

In the event of a contradiction between the provisions of the quotation and these GTC, the relevant provisions of the quotation shall prevail over the GTC.

These GTC shall govern the entire relationship between the Service Provider and the Customer. No general terms and conditions of purchase shall prevail or be enforced by the Customer against the Service Provider and no special terms and conditions communicated by the Customer to the Service Provider shall prevail over the GTC, unless formally accepted in writing by the Service Provider.

Any reservation concerning the GTC, put forward by the Client, will, therefore, in the absence of express acceptance by the Service Provider, be unenforceable against the latter, regardless of when it may have been brought to its attention.

Any provisions derogating from these GTC must be the result of an express agreement between the Parties, reflected in the Orders confirmed by the Service Provider or any other document that is proof of the agreement of both Parties.

The fact that the Service Provider does not at a given time take advantage of any of the conditions of these GTC shall not be interpreted as a waiver of the right to take advantage of any of the said conditions at a later date.

The Service Provider reserves the right to modify these Terms and Conditions, the Services and the prices at any time and without prior notice. Such changes shall not affect any Orders in progress.

The GTC apply to professionals only, to the exclusion of consumers. In this respect, the Customer acknowledges that he/she is a professional, in accordance with the provisions of the applicable Consumer Code.

ARTICLE 3 - Definitions

"Order(s)" means the order(s) for the Services issued by an authorised representative of the Client on the basis of the Provider's quotation.

"Contract": means the contract relating to the performance of the Services, formed by these GTCs, the Orders and the quote expressly referring to the GTCs duly and expressly signed by both Parties.

"Party(ies)" means individually or collectively the Service Provider and the Client.

"Services" means the services provided by the Service Provider to the Client as described in the Quote.

ARTICLE 4 - Conclusion of the Contract

Unless otherwise agreed in the quotation, the Agreement shall be deemed to have been formed and shall take effect between the Parties on the date of receipt by the Service Provider of the Client's Order either by email or by post to the Service Provider's address.

No changes or modifications to the Agreement, in particular to the characteristics of the Services, shall be taken into consideration unless accepted in writing by the Provider.

This provision cannot be replaced by a verbal agreement.

In the absence of specific provisions in the quotation, the time limits for the performance of the Services are communicated to the Client as an indication. The Service Provider shall not be liable for any delay in the performance of the Services, nor shall it be obliged to pay any compensation or penalty for any delay, nor shall it justify the cancellation of the Order in question.

ARTICLE 5 - Obligations of the Parties

In general, the Client and the Service Provider undertake to collaborate actively to ensure the proper performance of the Contract. Each of the Parties undertakes to communicate any difficulties of which it may become aware as the project progresses, to enable the other Party to take the necessary decisions.

The Client undertakes to provide accurate and truthful information and to notify the Service Provider of any changes to the information, data and documentation provided.

The Customer shall be solely responsible for any malfunctions that may result from incorrect information. The Customer must maintain a valid e-mail address and postal address.

a) Obligations of the Customer

The Client expressly declares that he has received from the Service Provider all the information and advice necessary for the performance of the Services and waives the right to seek the liability of the Service Provider as a result.

To enable the Service Provider to carry out its mission, the Client undertakes to :

- To collaborate closely with the Service Provider and to provide all information, documentation, services, and all means useful for the realisation of the Services and undertakes to make available to the Service Provider all the elements necessary to satisfy its obligation, including the personnel dedicated to the proper realisation of the Services.

- Establish a detailed specification which shall not be modified, unless agreed by the Parties, once it has been approved by the Service Provider. If necessary, the Service Provider may intervene in the preparation of the specifications, jointly with the Client. In the event that any changes require a substantial reworking of the initial specifications, such changes shall be invoiced in addition to the initial quote.

- Give the Provider the quotation (dated, signed and stamped).

- To provide all the documentary, graphic and textual elements necessary for the proper performance of the Contract (in particular in the correct formats for the media concerned), the Client undertakes to provide all the legal information to be added to the documents and assumes responsibility for providing the content of the documents it publishes.

- Have the necessary rights to the items provided above.

- Actively collaborate in the success of the project by providing the Service Provider with all the information and documents necessary for the proper understanding of the needs and the proper execution of the Services within the previously defined timeframe.

- Strictly comply with the technical recommendations and artistic suggestions made by the Service Provider.

- Guarantee the Service Provider against any action that could be brought against it due to the nature of the data or information (texts, images, sounds) that would have been provided or chosen by the Client.

- To pay the amounts due to the Service Provider within the time limits set out in the quotation and in these GTC.

- Inform the Service Provider of a possible competition with other service providers.

- Ensure that all necessary means are made available to enable the Service Provider to perform the Services on its premises and/or remotely.

Prior to each intervention by the Service Provider, the Client undertakes to carry out all necessary backup procedures to protect and safeguard its data, programs and computer files.

Finally, the Customer is solely responsible for the laws and regulations applicable to the Services, in particular with regard to the protection of intellectual property rights, legal notices, personal data protection, protection of minors (if applicable) and consumer law (if applicable).

b) Obligations of the Provider

The Service Provider undertakes to use its best endeavours to perform the Services in accordance with these Terms and Conditions and to use its best endeavours to perform the Services. This obligation shall not constitute an obligation of result, as the Service Provider shall only provide the Services on a best effort basis.

- The Service Provider guarantees that the creations are legally available and are not encumbered by third party rights for the uses provided for under the Contract.

- The Service Provider undertakes to inform the Client on a regular basis of the progress of the project, in particular by means of validations submitted to the Client in the back-planning as provided for in the quotation.

ARTICLE 6 - Terms of performance of the Services and delivery of the deliverables

The Client undertakes to provide the Service Provider with all documents required for the performance of the Services entrusted to the Service Provider in usable form.

Any subsequent changes or additional requests made by the Client will be subject to additional invoicing.

As the performance of the Services entrusted to the Service Provider is directly dependent on the Client's compliance with its own obligations, the Parties expressly acknowledge that the delivery times referred to in the quotation are given purely as an indication and without guarantee.

A delay on the indicated deadlines shall therefore not give rise to the payment of damages, nor shall it authorise the Client to terminate the Contract or to refuse the delivery of the Services.

ARTICLE 7 - Price

The Provider's pricing terms for the provision of the Services are set out in the Provider's quotation.

Prices are given as an indication and are therefore subject to change. The price invoiced is the one specified in the Order validated by the Service Provider.

The prices of the Services are expressed and payable in Euros and are exclusive of value added tax and any other tax, the Customer being responsible for the payment of said taxes.

The prices of the Services do not include any travel or accommodation expenses that may be invoiced in addition by the Service Provider to the Client according to the terms and conditions indicated in the quote.

ARTICLE 8 - Terms of payment

Acceptance of the quotation and the resulting Customer Order must be accompanied by payment of a deposit as set out in the quotation.

The payment of the deposit will condition the implementation of the Services. Payment of the deposit may be made by cheque, bank transfer or direct debit to the order of the Provider.

Payment of the balance of the Services must be made within thirty (30) days from the date of the invoice issued by the Provider and may be made by cheque, bank transfer or direct debit to the Provider.

There is no discount for early payment.

ARTICLE 9 - Late fees

In the event of non-payment on the due date, any sum due will incur late payment penalties. These penalties shall run from the day following the due date shown on the invoice until the day of effective and full payment of the sum. The rate of late payment penalties is set at three times the legal interest rate in force.
These late payment penalties shall be payable by operation of law and without the need for a reminder from the Service Provider.

The Client shall also be liable to pay a fixed minimum collection fee of forty (40) euros of the sums owed by the Client to the Service Provider.

Finally, in the event of late payment, the Service Provider reserves the right to suspend or postpone the performance of the Services provided for in the Order for which payment is overdue.

ARTICLE 10 - Ancillary costs

The following are to be invoiced in addition: changes requested by the client during the course of the project, if they involve a reworking of the project.

ARTICLE 11 - Termination

The Service Provider may terminate the Services provided to the Client in the event of a breach by the Client of its obligations under the Agreement which has not been remedied within fifteen (15) days of the Service Provider notifying the Client of such breach by registered letter with acknowledgement of receipt, irrespective of the Service Provider's right to claim damages.

The Service Provider may also terminate the Agreement in the event of non-payment of the invoice(s) outstanding by the Client.

If the Client terminates the Agreement before the end of its term, the Client formally undertakes to settle and pay the amounts relating to the current schedule, to the items completed or in progress, and to the additional services performed. The files and source data created and used by the Service Provider may not be claimed by the Client without a financial contribution. The advance payment already made shall be retained by the Service Provider as compensation for the work undertaken.

ARTICLE 12 - Intellectual property

The software, data, documentation, processes, methodologies, technologies and documents belonging to the Service Provider (hereinafter referred to as Intellectual Property Rights) used in the implementation of the Services remain the exclusive property of the Service Provider.
The Service Provider grants the Client, where applicable and to the extent strictly necessary for the performance of the Services, on a personal, non-exclusive and non-transferable basis, the right to use such Intellectual Property Rights for the duration of the performance of the Services.

The works created by the Service Provider for the Customer in the course of the performance of the Agreement shall remain the full and exclusive property of the Service Provider until the invoices issued by the Service Provider are fully paid by the Customer.

Once the Service Provider has received the invoices, the Service Provider assigns to the Client all intellectual property rights to the works created specifically and at the Client's request, within the framework of the performance of the Agreement, for their duration of protection and for the whole world.

In particular, the Service Provider assigns the following rights to the Client:

The reproduction right includes, but is not limited to
- the right to reproduce and/or have reproduced the works created in unlimited number, by any process and on any current or future medium, whether graphic, magnetic, digital or electronic (interactive or not);
- the right to put into circulation and to exploit the works created, commercially or not, the reproductions thus made, in unlimited number, free of charge or against payment, and this for any purpose.

The right of representation includes, but is not limited to
- the right to disseminate and communicate to any public the elements, supports, components of the created works, by any process of representation known or unknown to this day, for any use whatsoever;
- the dissemination of the works created by any means, in particular by radio, cable-satellite and any network, and more generally by any means of transmission of data, whether digitised or not.

As part of the provision of the Services and as necessary, the Client also grants the Service Provider a personal, free, non-exclusive and non-transferable right to use its software, data and documents for the duration of the Services.

The Client undertakes to obtain from any third party, if necessary, the right to grant to the Service Provider the rights to use the software, data and equipment belonging to such third party for the purposes of providing the Services.

Trademarks and company names

Any use by the Customer of the company names, trademarks and distinctive signs belonging to the Service Provider is strictly prohibited unless the Service Provider has given its express prior consent. If the Service Provider has given its express prior consent, the Service Provider grants the Customer a strictly personal, non-exclusive and non-transferable right to use the Service Provider's company names, trademarks and distinctive signs throughout the world and for the entire term of the Agreement.

The Service Provider is entitled to use the Client's company name/brand in the course of its activities for commercial promotion purposes.

The Service Provider also reserves the right to mention the work carried out for the Client on its external communication and advertising documents (website, portfolio, etc.) and during commercial prospecting.

Warranty of eviction

The Service Provider indemnifies the Customer against any action, claim, demand or opposition from any person claiming an intellectual property right infringed by the provision of the Services, provided that the Customer informs the Service Provider, as soon as he/she becomes aware of any such claim, demand or proceeding made or brought on such grounds, whether in or out of court. The Client undertakes to provide the Service Provider with all documents and information in its possession as well as any assistance required for its defence.

In the event of a proven infringement of a third party's rights, the Service Provider may, at its discretion :

- obtain any licence or authorisation to enable the Customer to continue to use the Services;
- provide an alternative solution that allows the Customer to use the Services in accordance with the Order;
- if neither of these options is feasible, refund the Customer the sums paid for the Services, less the sums already paid by the Customer for the period of actual use of the Services.

The Service Provider shall have no obligation to indemnify or otherwise satisfy any claim of infringement arising from (a) use of the Services other than in accordance with the Agreement, (b) combination of the Services with other services or materials not provided by the Service Provider.

With respect to any software, data or documents used by the Service Provider in connection with the provision of the Services, which the Client has acquired the rights to use from third parties or which it owns, the Client shall indemnify the Service Provider against any consequences or consequential damages that the Service Provider may suffer as a result of the use of such software, data or documents against any action by a person claiming an intellectual property right or relying on a claim for unfair competition and/or parasitism in respect of such software, data or documents.

ARTICLE 13 - Guarantees

The Service Provider warrants that the Services are provided in substantial conformity with the Order.

Unless otherwise provided by law, all other warranties, express or implied, are excluded.

The Service Provider shall not be liable for any warranty, in particular if the Client has modified or caused to be modified the Services or has used services other than the Services provided by the Service Provider without the Service Provider's prior written consent or if the Client or third parties have intervened on the elements of the Services without the Service Provider's prior consent.

ARTICLE 14 - Responsibilities

The Service Provider's liability is limited to direct damage resulting from a defect in the Services or a breach of the Agreement, even if the defect in question was foreseeable at the time of the Order.

In no event shall the Service Provider be liable for any indirect, incidental or special damages as defined by the case law of the French courts, including, without limitation, the cost of procurement of substitute services, loss of profits, loss of data or downtime, whether in contract or tort and whether or not arising out of the use or operation of the Services, even if the Service Provider has advised the Customer of the possibility of such damages.

In the event of any failure by the Service Provider to perform its obligations (failure to perform or improper performance), the Client must notify the Service Provider within eight (8) working days of the failure being detected by registered letter with acknowledgement of receipt. If the Client fails to do so, the breach shall not be enforceable against the Service Provider.

In the event that the Client has signed an acceptance report for the Services and/or the artwork of the creation(s) or has validated the acceptance of the Services and/or the artwork, by any means and in particular by using the Services and/or the artwork, the Service Provider shall be deemed to have fulfilled its obligations in accordance with the Agreement. The Client shall then be deemed to have irrevocably waived all claims in this respect.

Furthermore, the Service Provider shall not be liable for non-performance of the Agreement in the event of force majeure as defined in Article 15, or in the event of damage caused by a third party or attributable to misuse or non-compliant use of the Services by the Client, in violation of the Service Provider's instructions or good practice.

Except in the case of personal injury or death, and except in the case of gross negligence or wilful misconduct causing proven direct damage or in the case of a breach of an essential obligation of the Agreement which renders it null and void, the Client acknowledges that the liability of the Service Provider is limited to the amount paid for the Services in question.

ARTICLE 15 - Force Majeure

The Parties may not be considered as responsible or as having failed in their contractual obligations, when the failure to perform their respective obligations is due to force majeure as defined by the case law of the French courts. The Contract between the parties shall be suspended until the causes of the force majeure have ceased to exist. Force majeure takes into account facts or circumstances that are irresistible, external to the parties, unforeseeable and beyond the control of the parties, despite all reasonable efforts to prevent them.

The Party affected by an event of force majeure shall notify the other Party within five (5) working days following the date on which it becomes aware of the event. The two Parties will then agree on the conditions under which the performance of the Contract will be continued.

ARTICLE 16 - Undeclared work

The Service Provider declares that it is registered with the RCS and with the URSSAF and that its registrations expressly cover all its activities for the performance of the Services defined in the quotation and/or the Order.

In compliance with Articles L 8221-1 et seq. of the French Labour Code and in accordance with Article D 8222-5 of the same code, the Service Provider undertakes to provide the

Client with the following documents when the Contract is concluded, and every six months until the end of its performance:

- A copy of the tax notice for the business tax,
- A Kbis extract attesting to registration in the trade and company register,
- A certificate on honour drawn up by the Service Provider, certifying that the work is carried out by employees regularly employed with regard to Articles D.8222-5, D.8222-7 and D.8222-8 of the Labour Code.

ARTICLE 17 - Insurance

Each of the Parties undertakes to maintain in force, for the entire duration of the Contract, with a solvent insurance company, an insurance policy guaranteeing damage that may occur to its property and personnel, as well as a policy covering its professional liability, so as to cover the financial consequences of physical, material and immaterial damage for which it would be responsible, caused by any event and which would be the act of its employees and/or possible partner companies during the performance of the Contract.

ARTICLE 18 - Privacy Policy

Each Party undertakes, both on its own behalf and on behalf of its employees and partner companies, to preserve the confidentiality of the confidential information exchanged (the "Confidential Information"). The Confidential Information shall be deemed to be all information, regardless of its nature, form or medium, to which each Party shall have access in the performance of the Agreement, including but not limited to all resources made available by the Service Provider to the Client and by the Client to the Service Provider, all technical, industrial, financial or commercial data, or any other information and documents relating to the activities of each Party. The Confidential Information does not cover documents, data or other information which are :

- known by one Party on a non-confidential basis prior to disclosure by the other Party;
- which have fallen or will fall into the public domain on the day of their disclosure;
- legitimately obtained from a third party not bound by an obligation of confidentiality;
- independently developed by the receiving Party who did not have access to any information from the disclosing Party;
- disclosed under a statutory or regulatory provision.

Each Party undertakes :

- to apply the same safeguards to Confidential Information as it applies to its own confidential information;
- to communicate the Confidential Information only to its employees and collaborators who need to know it in order to carry out the Services;
- not to disclose, publish or transmit to third parties the Confidential Information, in any form whatsoever, without the prior written consent of the other Party;
- to use the Confidential Information only for the purpose of providing the Services.

ARTICLE 19 - Non-solicitation

Each of the Parties waives, except by prior written agreement, the right to make direct or indirect offers of employment to an employee of the other Party who has worked on the Services, which are the subject of this Contract, or to take him into its service, under any

status whatsoever. This waiver is valid for a period of two (2) years from the end of this Contract.

ARTICLE 20 - Personal data

In accordance with the provisions of the French Data Protection Act No. 78-17 of 6 January 1978, as amended, the Client is the data controller for the performance of the Contract.

The Service Provider acts in the name and on behalf of the Customer in the processing of personal data provided to it by the Customer and is therefore a subcontractor.

In this respect, the Service Provider undertakes to take the necessary measures to ensure the protection, security and confidentiality of the personal data transmitted to it by the Customer.

In accordance with the provisions of the General Data Protection Regulation (RGPD) which came into force on 25 May 2018, the Customer has the right to access, rectify, oppose and port their personal data. The guarantee of these rights is affirmed within the privacy policy that accompanies the present, and which consequently form a contractual whole.

ARTICLE 21 - Amendments to the GTC - assignment of the contract

The Service Provider may decide to assign or transfer its rights or obligations under this Agreement provided that the Client receives the Services under the same conditions.

The Service Provider reserves the right to modify these GTC and to notify the Client of such modifications. If a material change to the terms of the GTC is not acceptable to the Customer, the Customer shall have a period of fifteen (15) days from the date of notification by the Provider of the changes to inform the Provider. If the Parties do not agree on the changes, the Parties may terminate the Agreement.

At the end of this period of fifteen (15) days, the modifications to the GTC will be definitively considered as accepted by the Client.

ARTICLE 22 - Applicable law and jurisdiction

The law of the Contract shall be French law. The parties expressly agree that the Vienna Convention on the International Sale of Goods of 11 April 1980 is not applicable to the Contract.

In the event of a dispute between the Parties, they shall attempt to find an amicable solution to the dispute within thirty days of the notification of the dispute by the requesting Party to the other Party by registered letter with acknowledgement of receipt.

In the absence of an amicable solution between the Parties, the courts of the Paris Court of Appeal shall have sole jurisdiction to hear any disputes of any nature or any disputes relating to the interpretation or performance of this Agreement, notwithstanding multiple defendants, incidental or summary proceedings or warranty claims, unless the Service Provider prefers to bring the matter before any other competent court.

ARTICLE 23 - Refusal

The Service Provider reserves the right not to accept an Order from the Customer where the Service Provider has already encountered payment problems (non-payment or late payment) with the Customer for one or more previous Orders.

ARTICLE 24 - Subcontracting

The Service Provider may subcontract all or part of the performance of the Services to subcontractors. In this case, the Service Provider remains responsible for the performance of the Services vis-à-vis the Client.

ARTICLE 25 - General provisions

Previous documents or other agreements
The Agreement supersedes any previous document, any other written or verbal agreement relating to the same subject matter, with the exception of the quotation, the Order and prevails over any contrary provision that may be contained in documents issued by the Customer.

Autonomy of clauses
If any provision of these GTC or its application to any person or circumstance is held to be invalid, such invalidity shall not affect the remaining provisions or applications of these GTC, which shall remain in force separately from the provision held to be invalid. For this purpose, the provisions of these GTC are declared to be autonomous.

Notification
Any notification shall be made in writing and shall be either delivered by hand, sent by registered letter with acknowledgement of receipt, or made by extrajudicial document to the address indicated in the order.

Language of the Contract
The Contract is written in French. A foreign language translation may be provided for information purposes. In the event of contradiction, only the French version shall prevail between the Parties.