

## General Terms and Conditions of Sale & Services

These General Terms and Conditions of Sale and Services (hereinafter designated as to "GTCS") define the provisions that govern any sale of hardware, software and/or services by **NETIA** in compliance with applicable laws and regulations. Regarding maintenance services, Special Terms and Conditions, available on [www.netia.com](http://www.netia.com), apply in addition.

In these GTCS, **NETIA** refers to the software publisher of **NETIA** Software, a limited liability company governed by French law, registered at the Montpellier Trade and Companies Register under number 478 757 966, and/or any of its subsidiaries.

*NB: Headings are inserted for convenience only and do not constitute a substantial part of these GTCS. In case of difficulty resulting of contradictory interpretation between any heading and any passage of any section, such heading shall be declared null and void.*

### 1. DEFINITIONS

The following terms shall be understood herein according to their respective definitions below:

- "Customer" = legal person having placed orders to **NETIA** for the supply of hardware, software and/or services.
- "Documentation" = all technical, functional and user manuals supplied by **NETIA** with its software packages in electronic form, and available online to authorized employees of Licensee.
- "Licensee" = Customer having placed order(s) to purchase **NETIA** Software, in accordance with official proposal(s) from **NETIA**, having complied with all payment conditions mentioned on **NETIA** invoices and using **NETIA** Software in its operation.
- "License(s)" = non-exclusive right to use a copy of an ordered **NETIA** Software item and its Documentation in accordance with applicable obligations.
- "**NETIA** Software" = any collection of datasets, instructions, processes, libraries, applications, scripts or programs designed, developed, documented, published, sold, released and serviced by **NETIA**.

### 2. CONTRACTUAL FRAMEWORK

1. Any purchase order received electronically, and referring to a valid commercial proposal from **NETIA** implies both acceptance by Customer of these GTCS and waiver from Customer of application of its own general terms and conditions of purchase.
2. Customer who does not fully accept these GTCS must refrain from sending purchase orders to **NETIA**. No derogation from these GTCS, nor from applicable STC, will be possible without the formal acceptance of an authorized representative of **NETIA**, specifically mentioned in a valid commercial proposal.
3. These GTCS may under no circumstances be considered as binding on **NETIA** and Customer, for any reason whatsoever, without **NETIA**'s acceptance of a valid purchase order from a Customer referring to a valid commercial proposal from **NETIA**.

4. The contractual framework consists of the following documents, by decreasing order of priority:

- (i) **NETIA** commercial proposals.
- (ii) These GTCS supplemented, when applicable, by the STC for Maintenance Services.
- (iii) Customer purchase orders.

In case of discrepancy, the document with higher rank in the order of priority shall prevail.

5. If one or several provisions of the contractual framework were to be held invalid or so declared by a law, a regulation, or a final decision rendered by a court having proper jurisdiction, all other provisions shall remain in full force and effect.

6. Any order accepted by **NETIA** cannot be canceled or modified in whole or in part by Customer without the prior, express and written acceptance of **NETIA** beforehand.

7. Customer agrees that should **NETIA** tolerate a situation it does not grant any rights to anyone and should not be interpreted as a waiver of any rights whatsoever.

### 3. CONDITION FOR THE USE OF NETIA SOFTWARE

1. Licensee accepts sole responsibility to ensure that **NETIA** Software is used in accordance with these GTCS, the instructions provided in the Documentation and all legal provisions in force in both the countries of origin of **NETIA** Software and countries where it is used.
2. Licensee undertakes to keep **NETIA** informed of the types and quantities of **NETIA** Software it uses, of the number of their users and of any information allowing to assess whether it uses **NETIA** Software in proper conditions.
3. Licensee acknowledges having chosen **NETIA** Software based on information made available to it and which it recognizes as sufficient.
4. **NETIA** does not claim that **NETIA** Software fully meets the Licensee's needs or is completely free of hidden defects. **NETIA** only guarantees the conformity of **NETIA** Software with the Documentation, provided the Operating Environment meets the minimal requirements.
5. Licensee acknowledges that it has the skills and structures necessary to use under its sole responsibility the **NETIA** Software for which it has acquired Licenses. Therefore, Licensee fully assumes all risks regarding results and performance of the **NETIA** Software it uses and shall not hold **NETIA** responsible for any of them.
6. Licenses to use **NETIA** Software are granted worldwide by **NETIA**. They are individual, non-transferable and non-exclusive. They can't be loaned or rented by Licensee to any third party.
7. Licensee does not acquire any right on **NETIA** Software other than a right to use it in the conditions and limits stated in those GTCS, the Documentation and/or in a distinct software license agreement signed by authorized representative of both parties.

8. Licenses are granted from the day **NETIA** Software is made available to Licensee by an authorized representative of **NETIA**, for the period specified in **NETIA**'s commercial proposal and mentioned on the invoice, limited to the French legal period of protection of intellectual property rights and copyrights, and subject to compliance by Licensee with all its obligations toward **NETIA**.

9. Installation and configuration of any **NETIA** Software item is carried out by Licensee in accordance with indications and recommendations provided in the Documentation. Licensee can obtain assistance from **NETIA** subject to specific proposals and purchase orders.

#### 4. PROVISION, TRANSPORT AND RECEPTION

1. **NETIA** does not manufacture any hardware. All hardware acquired through **NETIA** is subject to the terms and conditions of transport, delivery and reception mentioned in **NETIA**'s commercial proposal based upon the conditions provided by its manufacturers.

2. **NETIA** makes available **NETIA** Software to Customer exclusively by electronic means. The trace of a complete successful download in **NETIA** automatic download recording system will prevail.

3. Unless otherwise specified in **NETIA**'s commercial proposal, acceptance of services (except for the Maintenance Services as specified in the applicable STC) is formalized by the signature of an authorized representative of Customer on a document certifying their conformity to the order. Customer undertakes to communicate to **NETIA**, before placing an order for a service, any specific acceptance criteria.

#### 5. COOPERATION

1. **NETIA** and Customer will collaborate in good faith, in particular by transmitting as quickly as possible all the relevant and useful information.

2. **NETIA** and Customer will inform each other and negotiate in good faith in the case of a substantial modification of the circumstances impacting the performance of their respective obligations.

#### 6. INTELLECTUAL PROPERTY

1. **NETIA** possesses all intellectual property rights, or the necessary rights of use, to execute an order as described in its corresponding commercial proposal.

2. **NETIA** does not transfer any of its intellectual property in connection with its sales. Any intellectual property rights, copyrights, trademarks, logos, business names, patents or distinctive signs appearing on **NETIA** Software as well as on all Documentation, remain the entire and exclusive property of **NETIA**.

3. Customer shall refrain from any use of **NETIA**'s distinctive signs without obtaining prior written consent by an authorized representative of **NETIA**.

4. Any intellectual property rights, trademarks, business names, logos, patents or distinctive signs related to third-party products remain the property of their respective owner, which Customer agrees to respect, without any warranty or liability for **NETIA**.

5. Customer commits to use any hardware, software and/or tangible results of services provided by **NETIA** in accordance with all applicable contractual obligations, laws and regulations, and without infringing the intellectual property rights of any party, neither in the country of origin of the hardware, software and tangible results of services, nor in the country where they are used, nor in the countries where products made using them are distributed.

6. Customer undertakes to defend, hold **NETIA** harmless and assume responsibility for all damages, losses, settlements, compensation, actions, fees, expenses, costs, remuneration that may be incurred in connection with any action brought by a third party alleging that Customer has infringed a regulation or intellectual property rights during a negotiation with **NETIA**, during the execution of an order by **NETIA**, or while using hardware, software or tangible results of services provided by **NETIA**.

7. **NETIA** owns all the intellectual property rights to **NETIA** Software, and therefore reserves the exclusive right to modify its source code, to fix errors or improve features.

8. Licensee is not authorized to modify, translate, analyze, decompile or disassemble **NETIA** Software for purposes other than to obtain information to interoperate it with third-party software. Such actions are subject to a prior written consent by an authorized representative of **NETIA** and will be limited to these elements of **NETIA** Software absolutely required to obtain the expected result. They must be performed for the sole benefit of said authorized Licensee.

9. Customer is not authorized to transmit or make copies, total or partial, of the **NETIA** Software for purposes other than deployment across all of its operations or securing said operations within the limits of the inventories.

10. Any information obtained from **NETIA** by Customer cannot be used, nor communicated to a third party, for conceiving, developing, publishing or marketing a software similar to any **NETIA** Software item or for any action that would infringe **NETIA**'s intellectual property rights.

#### 7. PRICE, INVOICING, PAYMENT AND PENALTIES

1. In return for the proper execution of an order, Customer pays **NETIA** the price inclusive of all ancillary costs and all taxes mentioned in the invoice, in the currency therein specified.

2. Notwithstanding the transfer to Customer of all risks on the hardware at date of delivery, the transfer of the ownership of the hardware shall be only effective upon full payment of all invoices relating to it.

3. Licenses are granted subject to payment of corresponding invoices.

4. In the event of travel by its employees, **NETIA** services proposals will specify the duration of the trip. Travel, accommodation, transportation and meal costs will be borne by Customer on proof of expenditure. **NETIA** undertakes to limit these expenses to a reasonable amount, in complete transparency with Customer.

5. The prices indicated in a commercial proposal from **NETIA** are firm and cannot be revised as long as the proposal remains valid. A commercial proposal from **NETIA** always bears mention of its own expiry date.

6. Any modification of the deliverables after the reception of a purchase order by **NETIA** will cause the sending of a commercial proposal for regularization, which will have to be the subject of an additional purchase order.

7. Invoicing takes place as specified on the commercial proposal.

8. All payments are made by bank transfer to the **NETIA** account mentioned on the invoice.

9. Payment must be made within 30 days from the date of invoice.

10. In the event of late payment, the penalties will be equal to interests, at the rate of the European Central Bank on the invoice date increased by 10 points, calculated over to the elapsed time between the first day following the payment deadline and the actual payment day. Recovery costs of 40 (forty) euros will be added by outstanding invoice.

## 8. WARRANTY

1. Hardware supplied by **NETIA** is warranted by its manufacturers. Manufacturers' warranty conditions are attached to the commercial proposal.

2. Given the sophistication of **NETIA** Software, **NETIA** does not warrant that the Software purchased by Customer will operate in a totally error-free or uninterrupted manner. Customer is invited to order maintenance and support services.

3. The services sold by **NETIA** are commitments of means.

## 9. LIABILITY

1. **NETIA** undertakes to comply, when executing an order, with the operational procedures indicated by Customer, if they do not contradict applicable obligations specified in the contractual framework (see Article 2 of these GTCS) or applicable laws and regulations.

2. **NETIA** declines all responsibility, both on its own behalf and on behalf of its employees or subcontractors, for any physical injury, material or immaterial, consecutive or not, occurring during the execution of an order as long as above-mentioned procedures have been respected.

3. In the event **NETIA** is sentenced by a court due to a fault committed during the execution of an order, for any reason whatsoever, under no circumstances may **NETIA** be considered liable for damages in excess of the amount, excluded VAT, paid by Customer to **NETIA** in connection with the order, the execution of which caused the prejudice.

4. **NETIA** may only be responsible for direct, foreseeable, personal and certain damage suffered by a Customer. **NETIA** cannot be forced to compensate for indirect damage such as financial or commercial damage, loss of customers, any business trouble, increase of costs and other overheads, loss of profits, brand image, postponement or disruption of planning, project or activities, loss of any data, files or computer programs that may arise.

5. Any action brought by a third party against Customer is indirect damage and cannot be compensated by **NETIA**.

6. **Force Majeure:** **NETIA** shall not be liable for any delay or breach of its obligations in the event this delay or breach is caused by a force majeure event as defined by the applicable

law governing these GTCS, such as fires, floods, wars, sabotage, labor disputes or shortages, plant shutdown or equipment failure, order, rule or regulation of governmental agency or authority, pandemic, inability to obtain material, and any others circumstances or event beyond the control of **NETIA**.

## 10. ETHICS

**NETIA** and Customer undertake:

1. To comply with all obligations arising from applicable laws and decrees, including anti-corruption and anti-money laundering laws.

2. To keep up-to-date account books and accounting records, to implement the necessary internal control procedures to verify the compliance of the acts resulting from any order with applicable laws and regulations.

3. To be informed of any suspicion of non-compliance with anti-corruption laws, and of any non-compliance with any commitment relating to this section of the GTCS.

In addition, **NETIA** and Customer declare:

4. That they are not, directly or indirectly, neither are their employees, officers and representatives, involved in activities or practices that constitute an infringement of anti-corruption laws.

5. That they are not, to their knowledge, included in a list drawn up by a governmental authority for activities or practices related to terrorism and/or money laundering, nor subject to economic or professional sanctions, nor prohibited or prevented from exercising their activity in accordance with applicable laws.

6. That they will not receive, transfer, retain, use or conceal resources resulting from illegal activities and that they will not hire, as employees and maintain professional relations with individuals or entities engaged in criminal activities, in particular against anti-corruption, money laundering, drug trafficking and terrorism laws.

7. Failure by **NETIA** or Customer to comply with any anti-corruption law, rule or regulation, or any provision of this article, shall be considered a contractual fault and shall entitle the other party, acting in good faith, to terminate all orders without delay or any compensation of any kind.

## 11. SUSPENSION / TERMINATION

1. Should Customer not comply with its obligations toward **NETIA**, **NETIA** reserves the right to suspend or early terminate any current orders after a simple written notification sent to Customer by email remained without effect for a period of fifteen (15) days.

2. Licenses may also be automatically terminated early at any time and without notice, upon simple written notification from **NETIA** to Licensee should it fail to fulfill its obligation under Clause 6 "Intellectual Property" of these GTCS.

3. The suspension and the termination of orders and Licenses decided in accordance with §1 and §2 do not imply any refund or other compensation of any kind to the benefit of Customers.

4. Licensee shall immediately destroy any copy of **NETIA** Software and its Documentation at the expiration date of the License or at the termination date if so.

## 12. CONFIDENTIALITY

1. Any information and data, whatever their nature (technical, financial, commercial, administrative or other) and form (oral or written, finalized or in draft form) exchanged between **NETIA** and Customer during the negotiation or performance of orders are confidential, unless they are already known by the public.

2. Confidential information remains confidential for ten (10) years after the date of first transmission, or until it enters the public domain without **NETIA** or Customer having breached confidentiality.

3. **NETIA** and Customer agree to implement any relevant measures to always keep in absolute secrecy the confidential information they have accessed during the negotiation or performance of orders. **NETIA** and Customer undertake that all their employees, agents, parent companies and subsidiaries will comply with this obligation.

4. Upon termination of the last contractual commitment, for any reason whatsoever, **NETIA** and Customer will return to each other or destroy all documents containing confidential information except those that constitute the contractual framework (see Article 2 of these GTCS).

## 13. SUBCONTRACTING AND ASSIGNMENT

1. **NETIA** may subcontract all or part of the performance of an order to a third party, after having informed Customer.

2. **NETIA** may assign to any legal entity of its choice its rights and obligations, provided only that it informs Customer thereof by the means of its choice.

3. **NETIA** may also carry out any transaction involving a change of majority control of the company or one of its subsidiaries without modifying the commitments relating to a sale.

4. Customer cannot assign totally or partially its rights and obligations with regards to any orders placed to **NETIA** to any third party without **NETIA**'s prior express written agreement.

## 14. PROTECTION OF PERSONAL DATA

1. **NETIA** and Customer undertake to comply with applicable regulations regarding the processing of personal data.

2. During the negotiation, execution and performance of the orders, services, Licenses and more generally its obligations under these GTCS, and for those purposes only, **NETIA** will collect and process personal data relative to Customer's employees or directors such as : surname, forename, function, business details (email, telephone number), IP address, login to **NETIA** Software.

3. These personal data are stored by **NETIA** for the duration of its contractual relationships with Customer. After the expiry for any reason whatsoever of these relationships, **NETIA** stores personal data for an additional 5-year period after which personal data are definitely deleted.

4. Customer employees and directors have the right to request from **NETIA** access to and rectification or erasure of their personal data or restriction of processing concerning the data subject and to object to processing.

5. Conversely, **NETIA** has the right to ask Customer to rectify or delete all personal data stored in their information systems concerning **NETIA** or its employees and directors.

6. **NETIA** and Customer shall implement appropriate technical and organizational measures to ensure appropriate security of personal data they might collect and process.

## 15. APPLICABLE LAW, JURISDICTION AND COURT

1. These GTCS, the STC for Maintenance Services and any orders placed by Customer are governed by French law, to the exclusion of applicable international provisions relative to the conflicts of laws and provisions arising from the United Nations Convention on contracts for the international sale of goods (Vienna Convention), except for the stipulations which would be contrary to the rules of European or international public policy applicable in the country where **NETIA** Software is used.

2. **ANY DISPUTE ARISING BETWEEN NETIA AND CUSTOMER RELATING TO THE VALIDITY, INTERPRETATION, EXECUTION, PERFORMANCE OR TERMINATION OF ANY ORDERS PLACED UNDER THESE GTCS AND/OR LICENSES ON NETIA SOFTWARE SHALL, AFTER FAILURE OF A PRIOR ATTEMPT TO AMICABLE SETTLEMENT, BE REFERRED TO THE COURT OF NETIA'S REGISTERED OFFICE, TO WHICH THE PARTIES ASSIGN EXCLUSIVE JURISDICTION, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS OR WARRANTY CLAIMS, EVEN FOR EMERGENCY PROCEDURES OR PROTECTIVE PROCEDURES IN REFERRED OR BY REQUEST.**