

## TERMS AND CONDITIONS OF SERVICES

**These Terms and Conditions cannot be considered, under any circumstances, legally binding upon the parties for whatever purpose without the signature of the purchase order by the individuals duly authorized to represent them.**

### 1. PREAMBLE

1. The client knows the services offered by NETIA, has assessed the desirability of such services in light of his own needs and wishes to benefit from the services realized by NETIA.
2. By signing the NETIA service proposal or purchase order, the parties accept these Terms and Conditions.
3. The client hereby acknowledges and agrees that the performance of the services by NETIA requires a strong cooperation on his part.
4. After a negotiation phase, the parties agree as follows.

### 2. DEFINITIONS

The following terms shall be construed herein according to their respective definitions set forth below:

- "NETIA" means the company editing the NETIA software, a French company with management board ("société anonyme à directoire"), registered with the Trade and Companies Register of Montpellier under number 478 757 966, with registered offices located, as of the day hereof, Halle Industrielle de Farjou, 34 270 Claret;
- "operating environment" means all the hardware, operating systems and database on which the NETIA software are or are not operating;
- "agreement" means these Terms and Conditions completed by the proposal and/or the purchase order;
- "elements" means any study, analysis, specification, document, report, work written and realized by NETIA under these Terms and Conditions and formalized on media;
- "client" means legal person (individual or company) who benefits from the services realized by NETIA in the conditions stated below;
- "services" means all services realized by NETIA under these Terms and Conditions such as detailed in the NETIA proposal;
- "NETIA software" means documented executable program designed to be supplied to several users for a same application or function, and a description of which is specified in the purchase order concerned by the services covered by this agreement;

### 3. CONTRACTUAL DOCUMENTS

1. The following documents, listed by decreasing order of priority, form the agreement:
  - the purchase order or the proposal;
  - these Terms and Conditions.
2. In case of discrepancy, the document with the higher rank in the order of priority shall prevail.

### 4. PURPOSE

1. The purpose of these Terms and Conditions is to set forth the terms and conditions under which NETIA performs the services described in the purchase order or the proposal.

### 5. EFFECTIVE DATE – TERM

1. The agreement shall be effective the day the purchase order concerned is signed by the last of the two parties.
2. It is entered into for the period required to perform the services such as specified in the clause "Schedule".

### 6. SCHEDULE

1. A provisional schedule is jointly fixed by the parties in the purchase order concerned.
2. The parties agree to cooperate to try to specify the provisional schedule as the services are performed.
3. Any deadline starts to run the day following the day on which the fact constituting the starting point of the deadline occurs.

4. Unless otherwise specified, when the deadline is expressed in days, it means calendar days and the deadline expires at the end of the last day of the period concerned.
5. Unless otherwise specified, when the deadline is expressed in months, it is counted from day to day with the same number.
6. If there is no day with the same number in the month in which the deadline expires, the deadline will expire at the end of the last day of that month.
7. When the last day of a deadline is a Saturday, a Sunday or a bank or legal holiday, the deadline is extended until the end of the next first business day.

### 7. NATURE OF THE SERVICES

1. The services are described in the purchase order concerned and/or the proposal of NETIA.

### 8. PROGRESS OF SERVICES

1. Contacts between the parties will be organized in order to assess the progress and development of the services.
2. The validation of the services will take the form of meetings between NETIA and the client on the results of the services supplied by NETIA and will, where applicable, give rise to a progress report drafted by NETIA.

### 9. FOLLOW-UP COMMITTEE

1. When the services so require, a committee in charge of following up the realization of the services is organized as follows.
2. The following are members as of right of this committee:
  - NETIA's project manager;
  - the client's project manager;
  - any individual deemed necessary by one of the parties in consideration of the agenda, provided that such party has communicated to the other the name and contact details of said individual eight days before the meeting and provided that each party may refuse that any such individual attends the meeting for confidentiality reasons.
3. The follow-up committee will meet according to a frequency to be determined by the parties.
4. The purpose of this committee is:
  - to exchange any information necessary for the proper performance of the services;
  - to follow up the evolution of the performance of the services;
  - to examine the difficulties encountered by NETIA;
  - to examine the progress of the services in light of the provisional schedule.
5. The follow-up committee will also be the privileged place where the parties may exchange the technical information required to perform the services.
6. The meetings of the follow-up committee will give rise to written reports drafted by NETIA and transmitted to the client for validation no later than eight business days after the date on which said meetings were held. If the client fails to validate a meeting report within the time period mentioned above, the report will be deemed to have been validated by the client.
7. The client may make requests for modification or express reservations on the meeting reports.
8. The client's requests for modification or reservations will be approved during the next follow-up committee meeting and will be signed by the parties.
9. The decisions taken by the follow-up committee, even if jointly taken by both parties, may under no circumstances exempt the parties from their responsibilities or modify the contractual basis unless such decision is notified by an amendment to these Terms and Conditions.

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### 10. EVOLUTION OF THE SCOPE OF THE SERVICE DURING THE PROJECT

1. In the event where the client requests the evolution of the scope of the service, NETIA will send him an impact assessment form determining the reasons of the evolution (functional evolution, evolution of the operating background....) and the consequences it implies: technical description with the time period foreseen for the realization as well as the cost resulting from such evolution.

2. The client shall approve the impact assessment form within the time period mentioned in such form. If the client approves the form or fails to give his answer within the time period mentioned above, the impact assessment form will amount to the placing of an order for the evolution in the conditions described in the purchase order.

### 11. OBLIGATIONS OF NETIA

1. NETIA will bring all the care and diligence required for the performance of the services covered by the agreement.

2. NETIA will notify to client any information that, in its opinion, may jeopardize the proper performance of the services.

### 12. OBLIGATIONS OF CLIENT

1. The client agrees to designate for the term of this agreement a contact for NETIA who will be a qualified individual in charge of taking or causing to be taken any decision on behalf of the client and ensuring the liaison between NETIA and his employees concerned by the performance of the services.

2. The client agrees to communicate to NETIA any information and documents necessary to the performance of the services, and facilitate the consultation by NETIA of such information and documents.

3. The client agrees to supply NETIA with all resources necessary to the proper performance of the services such as identified in the purchase order concerned and/or the proposal.

4. The client agrees to supply the service acceptance document at the beginning of the project.

5. If the client fails to provide these resources, NETIA may release itself from its responsibility.

6. In addition, the client agrees to provide NETIA with the following, to the extent necessary for the performance of the services:

- free access to his premises during client's usual business days and hours and/or, if expressly requested by NETIA, outside said days and hours;

- free access to the configurations in the premises required for the performance of the services;

- any required means (office, telephone, secretaries, photocopiers, etc...).

7. The client remains responsible for the proper operation of his equipments, products and software tools.

8. In case of failure of such means, the client will supply replacement means in the same conditions.

9. The client is responsible for any relevant administrative authorizations.

10. NETIA reserves the right to replace its employees by other employees with the same level.

11. The client undertakes to notify NETIA of any claims concerning the performance of the services.

12. The client further undertakes to inform NETIA of the standards applicable or in force in its line of business and that may be required to NETIA to perform the services covered by the agreement.

### 13. ACCEPTANCE OF THE SERVICES

1. Acceptance of the services is made by the signature of an acceptance receipt.

2. By signing the acceptance receipt, the client accepts without reservation the service.

3. In the event where the client expresses reservations, a provisional acceptance receipt will be signed and the client will have eight days after the new delivery by NETIA to withdraw his reservations.

4. Once the client has withdrawn all his reservations, a final acceptance receipt will be signed.

5. In any case, if the client does not sign the acceptance receipt or does not express any reservation within eight days after the delivery of the services to him, the client will be deemed to have accepted without reservation the service so delivered.

### 14. PRICE

1. The services on the NETIA software are granted to the client in consideration of the payment in full to NETIA of a price, the amount and terms of payment of which are specified in the purchase order concerned by these Terms and Conditions.

2. Such price has been expressed in euros and quoted exclusive of any foreign taxes, including VAT or any comparable tax, relating to this Agreement.

Any foreign taxes, duties, including but not limited to VAT and withholding taxes, relating to this Agreement shall be solely borne by Customer who will pay them to the relevant tax administration under the applicable legislation. As a consequence, the amount to be paid to GlobeCast shall in all cases be equal to what GlobeCast would have received if none of the above-mentioned taxes had been deducted, withheld or paid for.

For the provision of the Service contemplated under this Agreement, the Customer (i) warrants to NETIA that he is not part in any scheme that could be considered as circumventing applicable laws regarding VAT (e.g. , missing trader fraud schemes) and, (ii) undertakes to take any reasonable due diligence measure to control that the companies he is contracting with are not part of any such scheme.

3. The price of the services may be revised, according to the terms stated in the purchase order, by applying the following formula – it being specified that Syntec is a federation of French employers' trade associations representing French groups and companies specialized in engineering, computer services, study and counseling and professional training:

$$P1 = P0 (S0 / S1)$$

where:

P1 = the revised service price;

P0 = the service price of the previous revision or, for the first revision;

S0 = the latest published Syntec index as of the revision date;

S1 = Syntec index the day of the previous revision or, for the first revision.

3. If the Syntec index disappeared, the parties will decide to replace it by an index suited to the purpose of this agreement.

### 15. LATE PENALTY

1. Except if a postponement is exceptionally granted by NETIA at the request of the client, it is expressly agreed that any late payment will automatically and without any prior notice result in the following, notwithstanding the clause "Termination" of these Terms and Conditions:

- all sums due will become immediately payable, whatever the method of payment provided;

- (without prejudice to any of its other rights and remedies) interest on such sum on a day to day basis, such interest to run from the due date to the date of payment (both dates inclusive) at the rate of the European Central Bank in force + 10 (ten) points.

2. In addition to the aforementioned late payment penalties, a fixed recovery fee of forty Euros (40€) will be charged to cover debt recovery costs in accordance with the provisions of Decree of 2 October 2012. Should the debt recovery costs incurred by Nétia be greater than the fixed recovery fee, the customer will be liable to pay Nétia's actual debt recovery costs as duly evidenced by appropriate documents. The parties expressly agree that late payment penalties and recovery fee will be due automatically without any formality or notice.

3. If no letter stating the reasons for a disputed invoice is notified within the above mentioned period of fourteen (14) calendar days, the Customer shall thereafter be deemed to have approved the amounts specified on the invoice. Any disputes regarding such invoices shall thereafter be inadmissible.

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### 16. LIABILITY

1. The parties expressly agree that NETIA's liability under this agreement, and subject to the limits set forth below, may only be incurred if the client duly proves that NETIA has committed a fault.

2. NETIA may only be responsible for direct, personal and certain damage suffered by the client and NETIA cannot be obliged 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 the client's planning, project or activities, loss of any data, files or computer programs that may arise out of the performance of this agreement.

3. Any action brought by a third party against the client is indirect damage that cannot be compensated.

4. In the event where NETIA were condemned by a court for any reason whatsoever, the maximum amount of the actual damages to be paid by NETIA to the client shall not exceed the amount without VAT actually paid to NETIA for the service at the origin of the incident.

5. Any legal action relating to the performance of the agreement must be brought by the client within two years after the fact giving rise to the action has occurred.

### 17. EMPLOYEES

1. The client agrees to receive NETIA's employees in normal conditions given the specificities of the services.

2. Said employees will comply with the working hours and discipline stated in the client's internal rules.

3. Where necessary, NETIA's employees may continue their services outside the client's business hours, subject to previously informing the client thereof.

4. The client must abide by the health and safety standards and must inform NETIA's employees of said standards as well as of the obligations contained in the internal rules applicable within the client's premises or installations, when they are accessible to NETIA's employees.

5. During the performance of the services, the client retains the control of any equipments and installations, including those made available to NETIA's employees.

6. Each of the parties ensures the administrative, accounting, social and hierarchical management of its employees.

7. NETIA freely chooses the employees it will assign to the performance of the services.

### 18. ETHICS

18.1 The development of Orange SA is based on a set of values and guidelines in favour of actions and behaviours respecting people (including in particular clients, employees and shareholders). NETIA as indirectly part of Orange group has decided to adopt these values and guidelines. These values and principles are part of a more general framework of fundamental principles, provisions and commitments including without limitation the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), The US Foreign Corrupt Practices Act, the 2010 UK Bribery Act (the "Rules"), as it is shown on the Orange website. The Customer undertakes to strictly comply with and to cause its employees, affiliates and sub-contractors and each respective representative, to comply with the Rules.

18.2 The Customer undertakes to define and implement the appropriate and effective means in order to respect the Rules, and regularly shall ensure a good application of them. In case the Customer becomes aware of a violation of the Rules by any of its employees, affiliates or sub-contractors, the Customer shall promptly notify NETIA of such violation and of the measures undertaken to address the violation and thus to comply with the Rules.

18.3 On request of NETIA, the Customer undertakes to inform NETIA of the measures adopted to ensure compliance with the Rules. NETIA may, by itself or through an auditor nominated by it, audit the Customer, in order to assess the Customer's conformity with the Rules.

18.4 In the event that a failure to comply with the Rules is detected (whether by audit or by any other means), the Customer shall, upon written notice from NETIA, immediately remedy such failure so that its conduct conforms

to the Rules. If such failure is not remedied within thirty (30) days following receipt of said notice, NETIA may terminate the Agreement.

18.5 Notwithstanding the foregoing, the Customer agrees that any event of serious violation of the Rules, shall entitle NETIA to terminate immediately and automatically the Agreement without any other formality than the sending of a notice by NETIA to the Customer for this purpose in accordance with the relevant provisions of the Agreement, without prejudice of any damages that may be claimed by NETIA to the Customer.

18.6 The Customer represents that neither itself nor any of its employees, affiliates, sub-contractors or representatives has been or is currently:

- convicted of any offence including but not limited to corruption or fraud or money laundering;
- the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence;
- listed by any government agency as being debarred, suspended, proposed for suspension or debarment or otherwise ineligible for participation in government procurement programmes or other government projects;
- subject to any international trade sanctions or embargoes, which shall include but shall not be limited to any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union, the United States Government, the French Government or applicable law; or
- listed on any watch list, list or consolidated list maintained for the purpose of enforcing international trade sanctions. Such lists shall include but shall not be limited to the Consolidated Travel Ban and Assets Freeze List published by the UN Sanctions Committee, the Specially Designated Nationals and Blocked Persons list maintained by OFAC and the Consolidated list of persons, groups and entities subject to EU financial sanctions.

18.7 The Customer shall immediately notify NETIA in writing if any of the statements above are no longer satisfied and in such a case, NETIA shall be entitled to terminate the Agreement.

### 19. WARRANTIES

1. The client warrants NETIA that he is the owner of all the authorizations, property rights, licenses on any of the configuration, software and package NETIA will access in the client's premises for the performance of the services under the agreement.

2. NETIA warrants the client a peaceful enjoyment of all the Elements delivered to him and protected by an intellectual and/or industrial property right.

3. Each of the parties indemnifies and holds the other harmless from and against any actions, claims, complaints and oppositions made by any individual claiming that the performance of this agreement infringes his intellectual or industrial property or constitute unfair competition and/or free-riding.

4. In such case, the indemnifications and costs of any nature incurred by the party sued as well as the damages such party may be ordered to pay will be borne by the party whose supply is at the origin of the claim.

### 20. PROPERTY

1. All the studies, documents, deliverables, analyses realized by NETIA are and remain the property of NETIA.

2. NETIA transfers to the client on a personal, non-assignable and non-exclusive basis the right to use the elements mentioned above.

3. The right to use means:

- the rights to reproduce, perform, distribute on any media, adapt and translate, exclusively for the employees of the client and, where applicable, to the client's deputy project owners and solely for the needs of the client and his activities.

4. This transfer is valid worldwide for the duration of the protection of the copyright subject to the payment in full of the price such as stated in clause "Price" of these Terms and Conditions and in the purchase order or the proposal.

### 21. NON-SOLICITATION

1. The client agrees not to solicit or hire NETIA's employees having participated in the performance of the agreement, for the duration of the performance of the services and for two years after the end of the contractual relations between the parties.

2. If the non-solicitation obligation stated in the above paragraph is breached, the client shall pay NETIA a sum equal to the remuneration paid

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to the employee concerned during the 24 months preceding his departure from the company.

### 22. NO AGENCY

1. Neither may contract for and on behalf of the other party.
2. Furthermore, each party remains solely responsible for its actions, assertions, commitments, services, products and employees.

### 23. KNOW-HOW

1. NETIA may use the know-how acquired in the course of performing its services under the agreement and perform similar services for other clients.

### 24. INSURANCE

1. NETIA represents that it has taken out an insurance with a reputable solvent insurance company covering the services it offers to perform under the agreement.
2. The client agrees to take out, at his expense, an insurance with a reputable solvent insurance company to cover all the risks that may occur in the course of the agreement.
3. The client agrees to communicate to NETIA, on simple request, a document proving he has taken out said insurance policy and paid the corresponding premiums.

### 25. CONFIDENTIALITY

1. Any information transmitted by one party to the other as well as any data transmitted for the performance of the agreement and to which each party will have access for the performance of this agreement, are confidential.
2. Each party agrees to implement any relevant measures to keep in absolute secrecy the confidential information and documents to which it may have accessed in the course of performing the services covered by this agreement.
3. Each of the parties undertakes that this obligation will be complied with by its employees, agents, parent company and subsidiaries.
4. Upon the end or expiration of the agreement for any reason whatsoever, each party will return to the other or destroy all the documents containing confidential information of the other party supplied to it during the agreement, as well as any copies of the same, except for the copy of the agreement.
5. Except as otherwise agreed in writing by one party, the obligations of the parties hereunder with respect to the confidential information of any nature shall end ten years after the distribution of said information under the agreement.
6. Each party warrants that the commitments taken in paragraphs 1 and 2 of this clause will be complied with by all its employees and/or persons involved in the services covered by this agreement.
7. This non-disclosure commitment does not apply to the information already known by the public at the time of its distribution or thereafter entering the public domain through no breach of the obligations of this agreement by any of the parties.

### 26. FORCE MAJEURE

1. The parties will not be liable in case a contractual breach is due to a force majeure event.
2. In case of a force majeure event, the performance of these Terms and Conditions will at first be suspended.

3. If a force majeure event exceeds three months, these Terms and Conditions will automatically be terminated, unless otherwise agreed by the parties.

4. It is expressly agreed that events of force majeure or fortuitous events will be the following, in addition to those usually found in the decisions of the French courts and tribunals, total or partial strikes internal or external to NETIA, lock-out, bad weather, epidemics, suspension for any reason of the transportation or supply means, earthquakes, fires, storms, floods, water damage, legal or governmental restrictions, legal or statutory modifications of the means of commercialization, computer failure, suspension of telecommunications or any other event beyond the control of the parties and preventing the normal performance of the agreement.

### 27. TERMINATION

1. If either party breaches the obligations stated in this agreement, the other party may request the breaching party by registered letter return receipt requested to remedy such breach within 30 days.
2. If the breaching party fails to remedy such breach within the time period mentioned above, the non-breaching party may terminate as of right the agreement by registered letter return receipt requested.
3. In the event of termination by the client for any reason whatever, NETIA will keep all the amount of the service price paid by the client.

### 28. SUBCONTRACTING

1. NETIA reserves the right to subcontract all or part of the services covered by this agreement.

### 29. ASSIGNMENT

1. This agreement cannot be totally or partially assigned by the client without NETIA's express agreement.
2. NETIA may assign to any legal entity of its choice its rights and obligations under this agreement, provided only that it informs the client thereof by the means of its choice.

### 30. MISCELLANEOUS PROVISIONS

1. The parties mutually agree that if one of the parties tolerates a situation, it shall not grant rights to the other party. Such a tolerance shall not be construed as a waiver of the rights in question.
2. If one or several provisions of this agreement were to be held invalid or so declared by a law, a regulation or a final decision rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

### 31. GOVERNING LAW

1. This agreement shall be governed by the laws of France formal and substantive requirements are governed by French laws.

### 32. JURISDICTION

1. IF NO OUT-OF-COURT SETTLEMENT CAN BE FOUND, ALL DISPUTES SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF MONTPELLIER, WHATEVER THE NUMBER OF DEFENDANTS OR ANY INTRODUCTION OF THIRD PARTIES, EVEN FOR URGENT PROCEEDINGS, PROTECTIVE MEASURES, INTRODUCED BY SUMMARY PROCEDURE OR PETITION.