



License Agreement - Terms and Conditions SEPTEMBER 2023

The Customer has embarked on a project to protect its information system. It is in this context that it has consulted UBIKA, RCS n° 529 108 615 of Nanterre (hereinafter: "UBIKA"), in its capacity as a publisher of cybersecurity software.

The Customer acknowledges having had the opportunity to request from UBIKA or one of its partners a detailed presentation of the Software and all necessary information describing the functionalities of the Software. The Customer acknowledges that it has been informed of the possibility of being assisted by UBIKA or any professional of its choice, if it considers that it is unable to use the said Software in accordance with the conditions set out herein.

It is the Customer's responsibility to make an extremely accurate assessment of their own requirements, to assess their suitability for the Software and to ensure that they have the specific skills required to use the Software.

The Customer has thus chosen the Software on the basis of the documentation and information that it acknowledges having received.

In possession of the information required to make an informed decision in accordance with article 1112 et seq. of the French Civil Code, the Customer accepts the terms of this Contract.

1 Definitions

For the purposes of this contract, capitalized terms have the meanings set out below:

1.1 "License Key": means the file supplied by UBIKA and required to use the Software. Depending on the Software, the License Key may be temporary or permanent for the duration of the Agreement.

1.2 "Order": means any order for Products sent to UBIKA and/or the VAR in electronic format by the Licensee in accordance with the Agreement and signed by an authorised representative of the Licensee. Only the signature of a Proposal constitutes an order.

1.3 "Contract": means the documents listed in Article 4

1.4 "Effective Date": means the date on which UBIKA begins its services under the Agreement. The Effective Date is the date on which the Contract is signed by the Parties, or where applicable, the date specified in the Order.

1.5 "Documentation": means, irrespective of the media and medium, any description, written, oral, record, data sheet, protocol, or report necessary for the use of the Product or supplied with the Product, insofar as it is available.

1.6 "Intellectual Property Rights" or "IPR": refers to copyright, database rights, patents, trademarks, design rights, industrial secrets and any other property rights, whether registered or not.



- 1.7 "License": means the right to use the Software and Documentation, as described in Article 6.1.
- 1.8 "Licensee": means the holder of the license rights granted by the Agreement. Unless otherwise specified, the Licensee is the Customer.
- 1.9 "Software" means the software(s) owned by UBIKA and distributed by UBIKA and/or the VAR, listed in the Proposal, in machine-readable object code form only, including on magnetic, optical or other media, and related Documentation, as presented in the Proposal. The Software may include Third Party Software.
- 1.10 "Software" means the software owned or distributed by UBIKA, listed in the Proposal, in machine-readable object code only form, including magnetic, optical or other media, and related Documentation, as set out in the Proposal. The Software may include Third Party Software.
- 1.11 "Third Party Software" means software developed by third party software manufacturers as listed in the Documentation and the Proposal.
- 1.12 "Maintenance": refers collectively to updates and/or enhancements (where applicable to the Products). Maintenance is the subject of a separate contract called the "Maintenance and Support Contract" and of separate charges.
- 1.13 "Hardware": means Hardware manufactured by third party suppliers. The Hardware corresponds in particular to the Designated Server of the Software.
- 1.14 "Serial Number": means the identifier of the Designated Server to which a unique License applies.
- 1.15 "Parties": means UBIKA and the Licensee.
- 1.16 "Party": means either UBIKA or the Licensee.
- 1.17 "Personnel": means UBIKA's employees, agents or subcontractors appointed by UBIKA for the performance of the Agreement.
- 1.18 "Price": refers to the price of the Products.
- 1.19 "Products": means the Software and/or Hardware to be supplied by UBIKA and/or VAR as well as the Documentation relating to these Products. The Products are described in the Proposal.
- 1.20 "Proposal": means the offer made by UBIKA and/or VAR describing the Products supplied, the Price, the estimated delivery schedule and any additional terms.
- 1.21 "Charges" or "Charges": refers collectively to Hardware Charges (if applicable) and License Charges (if applicable). Maintenance and Support Charges are the subject of a separate agreement in the "Maintenance and Support Agreement".
- 1.22 "Hardware Royalty": means the amounts payable by the Licensee in consideration of the transfer of ownership of the Hardware to the Licensee, in accordance with the terms and conditions set out in the Agreement.
- 1.23 "License Fees": means the amounts payable by the Licensee under the Software License for the License Term.
- 1.24 "Value-Added Reseller" or "VAR": means any entity which, pursuant to an agreement entered into with UBIKA, is entitled to distribute the Products to the Licensee.
- 1.25 "UBIKA": means UBIKA SAS, whose registered office is at Parc Tertiaire de Meudon, 9-11 Rue Jeanne Braconnier, 92366 Meudon, registered in the Nanterre Trade and Companies Register under number 529 108 615.



1.26 "Designated Server": means the hardware and/or virtual configuration system with its operating system, in which the Software will be stored and used. Each Designated Server shall be designated by a Serial Number which shall be its sole reference in UBIKA's information system. The Designated Server is the property of the Licensee and/or a third party.

1.27 "Services": means the services which may be provided by UBIKA under a separate contract and which may in particular include installation services.

1.28 "Support": refers to the support services provided by UBIKA and/or the VAR. Support is the subject of a separate contract called the "Maintenance and Support Contract" and of separate charges.

2 Purpose of the Contract

The purpose of the Agreement is to define the technical, legal and financial conditions under which UBIKA grants the Licensee a personal, non-transferable and non-exclusive License to use the Software and Documentation and/or supply the Hardware to the Licensee.

3. Ordering

The provisions of the Agreement apply to all Orders placed by the Licensee with UBIKA and/or the VAR in relation to the Products. The Licensee's general terms and conditions of purchase are expressly excluded.

The Order must contain, inter alia, the following information and references:

- a) the name of the end customer (if different from the purchaser) ;
- b) Product description and price;
- c) The reference to this Contract ;
- d) The Effective Date if different from the date of signature of the Contract ;
- e) Delivery address and date ;
- f) The Designated Server ;
- g) The name of the Licensee's authorised signatory.

Each Order must be sent to UBIKA and/or the VAR, in electronic format or by any other means agreed between UBIKA and/or the VAR and the Licensee.

UBIKA shall have five (5) days to accept the Order by returning a signed copy of the Order to the Licensee. After this period, the Order shall be deemed to have been rejected.

4. Contractual documents

The contract is formed exclusively by the documents listed below. No other document may be invoked against the parties, in particular the Customer's general terms and conditions of purchase.

In the event of contradiction between the contractual documents below, the following hierarchical order shall apply, according to the interpretation of the contractual obligations, starting with the document with the highest priority:

- a) the Proposal and its Annexes ;
- b) the Contract ;
- c) the Order.



5. duration of the contract

The Agreement takes effect from the Effective Date. Unless the Agreement is terminated early, the License is granted for a term of twenty-five (25) years from the effective date of payment by the Customer of the License Fee as defined in the Proposal.

6. intellectual property rights and Licenses granted

6. 1 Upon delivery of the License Key, and provided that the Licensee has paid the License Fees, UBIKA grants the Licensee a personal, non-transferable and non-exclusive license to use the Software and Documentation, solely in connection with the Dedicated Server, for the Serial Number and solely for the Licensee's internal business activities, which shall not include the business activities of its subsidiaries, unless specified in writing to UBIKA (the "License"). During the term of the Agreement, the Licensee authorises UBIKA to verify that its use of the Product complies with the terms and conditions of the Agreement. The Licensee undertakes to allow UBIKA personnel in charge of such an audit access to the premises and equipment in which and with which the Software is used, and to cooperate in good faith with UBIKA in connection with such an audit. Audits must take place during the Licensee's working days and hours, and must not unreasonably disrupt the Licensee's activities. UBIKA will not carry out more than one audit per year. In the event that such an audit reveals breaches of the Agreement, UBIKA reserves the right to (i) invoice the Licensee for the price of its current use of the Software and Documentation, (ii) the price of the audit; and/or (iii) terminate the Agreement.

6.2 Consequently, the Software must be used :

- In accordance with the stipulations of this contract and the requirements contained in the Documentation ;
- For the Licensee's personal and internal needs only,
- By qualified authorised personnel who have undergone appropriate training in the use of the Software in order to obtain the desired results.

Any use not authorised by the Customer under these terms and conditions is unlawful pursuant to the provisions of article L. 122-6 of the French Intellectual Property Code (law no. 94-361 of 10 May 1994).

6.3 The Software may include parts subject to separate terms of use (for example, any standard third party software, or open source software) which override the provisions set out in this section 6. UBIKA provides further information on these parts and their separate terms of use on <https://documentation.ubikasec.com/display/ALLDOC/Legal+Notices>. UBIKA reserves the right to introduce deviating or additional third party terms of use in the event of updates to the Software, additional third party components or modifications to third party components.

6.4 In the event that, and only for as long as, the Licensee's Designated Server is not operational, the Licensee may temporarily use the Software on backup equipment provided that the Licensee informs UBIKA thereof in advance and in writing. As soon as the Designated Server is operational again, the Licensee must immediately inform UBIKA and the Software must be destroyed from the backup equipment. In the event that the Licensee decides to permanently transfer the Software from the Designated Server to another piece of equipment, it shall inform UBIKA in writing and destroy the Software from the initial Designated Server.



Under no circumstances will the Software be transferred to third-party equipment and/or sites. The Licensee is not authorised to use the Software with any other equipment.

6.5 The following provisions do not apply to Equipment:

6.5.1 The Licensee may not disassemble or decompile the Software. If the Licensee intends to do so on the basis of legal rights, it shall give UBIKA at least three (3) months' prior written notice, so that UBIKA can provide the relevant information.

6.5.2 The Licensee may make one copy of the Software, solely for backup or archiving purposes, provided however that all such copies of the Software shall be considered as the Software, and shall be subject to the Agreement and must contain the same proprietary notices, copyright and legends as initially provided by UBIKA. In all other cases, the Software may not be copied, reproduced or used, in whole or in part, without the prior written consent of UBIKA.

6.5.3 In accordance with the provisions of article L122-6-1, I of the French Intellectual Property Code, UBIKA reserves the exclusive right to correct any anomalies in the Software.

6.6 By accepting this grant of the right to use the Software, the Licensee undertakes not to undermine the legitimate interests of UBIKA.

Consequently, the Licensee undertakes to refrain from any type of use not explicitly provided for by law or by this agreement, and in particular :

- Use the Software or make a backup copy of it outside the conditions set out herein,
- To correct or have corrected by a third party any anomalies in the Software, without the prior written consent of UBIKA,
- Lending, renting, transferring or otherwise making available the Software or Documentation, whether in return for payment or free of charge, by any means whatsoever, including via the Internet,
- Distribute or market the Software, whether in return for payment or free of charge, or use it for the training of third parties,
- To decompile the Software outside the conditions set out in Article 6.5.1, and in particular for the purposes of designing, producing, distributing or marketing similar, equivalent or substitute Software,
- Adapt, modify, transform or arrange the Software, in particular with a view to creating derived or new functionalities of derived or entirely new software, except within the limits defined in the Documentation,
- Transcribe or translate the Software into other languages, or modify it, even partially,
- Bypass the security measures or technical limitations of the Software.

UBIKA considers compliance by the Licensee with the above provisions to be an essential condition of this License.

6.7 All Intellectual Property Rights ("IPR") in the Products remain the full and complete property of UBIKA or the third party from whom UBIKA has acquired the License rights, for all purposes. All user manuals, manuals and other Documentation referring to the Products and provided by UBIKA and/or the VAR are the property of UBIKA or third parties and may not be copied or disclosed to a third party without the express prior written consent of UBIKA. The Licensee does not acquire any IPR on the Products, nor on the trademarks, service marks, words, symbols or other marks used, adopted or acquired by UBIKA or by any third party owner, alone or in association with other words or names. Any rights not expressly granted by UBIKA under this Agreement, and in particular the right to correct errors and bugs, are reserved.



6.8 This License is entered into "intuitu personae" and may not under any circumstances be transferred in whole or in part, for valuable consideration, free of charge, or by contribution of goodwill, by the Licensee, except with the prior written consent of UBIKA. In this respect, the Licenses granted pursuant thereto may not be transferred.

7. Obligations of the Licensee

The Licensee undertakes to perform the tasks and fulfil the obligations incumbent upon it under the Agreement and, in particular :

7. 1A to carry out the applicable validations and acceptances in a reactive manner.
7. 2 Designate a co-ordinator to liaise with UBIKA and inform UBIKA in writing and, where appropriate, to act as the Licensee's project manager, such person having full authority to consult with and communicate decisions to UBIKA on behalf of the Licensee and to act on the Licensee's behalf.
7. 3 Ensure that the Licensee's employees engaged to operate its computer system(s) or use the Product are trained to UBIKA's reasonable expectations and that they take reasonable account of UBIKA's and/or the VAR's recommendations regarding staff suitability or training needs.
- 7.4 To notify UBIKA at least one (1) month in advance of any change to its information system(s).
- 7.5 If the Licensee has subscribed to a maintenance contract, promptly implement any correction and/or new version of the Product deemed necessary and made available by UBIKA or third parties, at their discretion, for the proper functioning of the Product.
- 7.6 Implement and operate all necessary backup procedures to enable the recovery of lost data within a timeframe appropriate to its business, regardless of the cause of the data loss, and take out any insurance it deems necessary to ensure it is fully protected against the consequences of data loss.

8. Obligations of UBIKA

UBIKA undertakes to supply the Products, where applicable, with reasonable skill, care and expertise in accordance with the Agreement, and in particular the Proposal.

9 Delivery, title and risk

- 9.1 Risk in the Products shall pass to the Licensee upon delivery.
- 9.2 Equipment: Delivery of the Equipment shall be made to the site defined in the Order and shall give rise to the signature by the Licensee of a delivery note. Title to the Equipment shall pass to the Licensee upon full payment of the Price. If the site is located outside the European Union, the Licensee shall bear the costs, expenses, taxes and risks associated with transporting the Equipment to the site. In this case, delivery shall be deemed to have taken place when UBIKA transfers the Hardware to the carrier designated by the Licensee.
- 9.3 Software: the Software shall be delivered upon (i) the provision by UBIKA of the corresponding License Key; and (ii) the downloading by the Licensee of such Software onto its Designated Server.

10. installation and acceptance



10.1 The Licensee shall be solely responsible for the installation of the Products, unless otherwise specified in the Proposal. In such event, UBIKA accepts no liability arising from any acts or omissions of the Licensee in connection with the installation.

10.2 Acceptance of Products: Products are accepted upon delivery. The Licensee shall have two (2) calendar days from delivery of the Products to accept these Products and check that they comply with the Proposal and/or the relevant Documentation. In the event that the Licensee does not notify UBIKA of any non-conformity within these two (2) days, the Product concerned shall be deemed to have been accepted by the Licensee. In the event that the Licensee notifies UBIKA of the non-conformity within these two (2) days, UBIKA shall correct the non-conformity and the associated Product shall be deemed accepted by the Licensee upon correction of the non-conformity.

11 Prices and payment

11.1 The Licensee shall pay UBIKA and/or the VAR the Price defined in the Proposal. The Price is expressed in Euros, exclusive of tax and any charges. VAT will be applied at the rate in force on the day of invoicing.

11.2 UBIKA and/or the VAR will invoice the Licensee on delivery, unless otherwise specified in the Proposal.

11.3 Invoices are due and payable within thirty (30) days of the invoice date. In the event of late payment, without prejudice to UBIKA's other contractual or non-contractual remedies, UBIKA may charge interest on arrears, which may be capitalised, at a rate equal to the higher of the following two rates: (i) three (3) times the legal interest rate in France; or (ii) the European Central Bank rate plus ten (10) points. In addition, UBIKA is entitled to obtain from the Licensee, as a minimum, a fixed sum of 40 euros (or any other amount set by the applicable regulations), by way of compensation for recovery costs. In accordance with the provisions of article L441-6 of the French Commercial Code, where the recovery costs incurred exceed the amount of this fixed indemnity, UBIKA may request additional compensation, upon justification.

11.5 In the event of non-payment of a Royalty, UBIKA may, without prior notice, demand immediate payment of any sums still owed to it by the Licensee, and suspend the License granted.

12. confidential information

12.1 "Confidential Information" means the Agreement, the software code and reference tests for the Products, the Documentation, the pricing, UBIKA's methods and tools, the Product roadmap, the financial information, the data and any other information reasonably considered as confidential, unless (i) the receiving Party was already aware of it before it was received or already had free access to it; or (ii) the information is in the public domain; or (iii) the information must be communicated in accordance with a court order. The Parties undertake to keep the Confidential Information of the other Party secret and to use this information only for the purposes of performing the rights and obligations provided for in the Contract. The party to whom Confidential Information is communicated shall preserve its confidential nature with no less care than it takes to preserve its own Confidential Information, and may not communicate or disclose it to third parties, except with the prior written consent of the other party or to the extent that may be required by law. The parties agree to take all reasonable



steps to ensure that Confidential Information is not disclosed to their employees or contractors in breach of this Agreement. The terms of this obligation shall apply for the duration of this agreement and for two (2) years following its termination.

12.2 Upon termination or expiry of the Agreement, all Confidential Information will be returned immediately to the disclosing Party and all copies will be destroyed.

13. protection of personal data

13.1 The Parties will comply with all applicable laws relating to the protection of personal data. Each Party confirms that it will obtain all necessary consents from its employees, contractors or third parties to the processing of personal data by the other Party in connection with any processing of personal data, if any, under this Agreement.

13.2 Cases in which UBIKA is the data controller. In the context of this Agreement, UBIKA processes the Licensee's personal data for the purposes of customer relationship management, for the duration of the Agreement. The recipients of the data collected are UBIKA's internal departments and its service providers, all established within the European Union. The Licensee has a right of access, rectification, opposition, limitation and deletion of his personal data, as well as a right to the portability of his data. To exercise these rights or for more information about this processing, a request may be made to the following address: dpo@ubikasec.com.

13.3 Cases in which UBIKA is a subcontractor. The Customer is considered to be the sole data controller within the meaning of the RGPD in respect of the data processed in the context of the use of the Products and Services, and is therefore solely responsible for complying with the aforementioned regulations in respect of such data, in particular complying with any prior compulsory formalities with the CNIL which are incumbent upon it. In the event of the processing of personal data on behalf of the Licensee by UBIKA, and in accordance with Article 28 of the RGPD, an additional document must be concluded between the Licensee and UBIKA, at the Licensee's request, specifying in particular the purpose of the processing, its duration, the nature and purpose of the processing, the type of personal data and the categories of persons concerned, and the obligations and rights of the data controller.

14. Equipment warranties

UBIKA warrants that it has the right to sell and/or authorise the VAR to sell the Hardware to the Licensee. The Hardware warranties granted to the Licensee are those granted by the manufacturer of the Hardware, to the exclusion of any other warranty. In any event, the Licensee must contact the manufacturer of the Hardware for any request relating to the Warranties. These warranties are described in the Documentation.

15. Software warranties

15.1 In the event of non-subscription to a maintenance contract, UBIKA guarantees for the sole benefit of the Licensee that for a period of ninety (90) days from the date of delivery, the Software will execute correctly and in accordance with the Documentation.

15.2 UBIKA shall have no obligation under the foregoing warranties if the Licensee (i) does not use the Software in accordance with the Documentation; (ii) uses the Software on a computer system for which it has not been designated; (iii) modifies or alters the Software in any way whatsoever; (iv) uses the Software with any Third Party Software not supplied by UBIKA; (v) fails to install or use any patches, maintenance releases or updates required by



UBIKA; or (vi) is in default of its payment obligations. In addition, UBIKA shall have no obligation hereunder with respect to failures of the Software to the extent caused by computer programs or codes not supplied by UBIKA. UBIKA shall be entitled to payment at its prevailing rates for all time and materials expended in attempting to correct any failure for which UBIKA has no obligation under this section.

15.3 UBIKA's sole liability and the Licensee's sole remedy with respect to the foregoing warranties shall be, at UBIKA's sole discretion, to either (i) correct any instance in which the Software does not operate in accordance with the Documentation; (ii) replace the Software; or (iii) refund to the Licensee the Product Royalties paid for the License granted hereunder. Other remedies may be provided under the parties' maintenance agreement, if any.

15.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, UBIKA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND UBIKA HEREBY DISCLAIMS ANY LIABILITY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, UBIKA DISCLAIMS ANY WARRANTY THAT THE SOFTWARE PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF THE LICENSEE OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

15.6 Third Party Hardware and/or Third Party Software: the terms and conditions applicable to any Third Party Hardware and/or Third Party Software, including warranty terms, will follow the terms and conditions of the relevant supplier as set out in the Documentation.

16 Guarantees against third-party claims

16.1 UBIKA warrants to the Licensee that it holds either the economic rights to the Software and Documentation, or an authorisation from the author of the Software, and that it may consequently freely grant the Licensee the right of use provided for herein. The granting of the right to use the Software does not entail the transfer of ownership rights to the Licensee. The Software remains the property of its author, regardless of the form, language, programme medium or language used.

The Licensee undertakes not to infringe, either directly or indirectly via third parties, the author's intellectual property rights over the Software. In this respect, the Licensee shall maintain in good condition all references to ownership and/or copyright that may appear on the constituent parts of the Software and Documentation; similarly, the Licensee shall include these references on any total or partial reproduction that may be authorised by UBIKA and in particular on the backup copy.

16.2 UBIKA shall, at its own expense, defend or, at its option, settle by mediation any claim or action brought against the Licensee for infringement by the Software of a French copyright protected in the European Union. UBIKA shall pay any final damages awarded by a court of competent jurisdiction against the Licensee in respect of any such action, provided that (i) the Licensee notifies UBIKA in writing within eight days of becoming aware of such action, (ii) the Licensee has accepted and performed all of its obligations under this Agreement, (iii) the Licensee does not admit any liability or make any attempt at a mediated settlement and (iv) UBIKA is solely responsible for the defence of such action and any negotiations. The Licensee undertakes to provide full support, cooperation and assistance to UBIKA in the event of any such action.



16.3 If an injunction is ordered affecting UBIKA's right to supply or the Licensee's right to use the Software or any part thereof by reason of an infringement of French copyright law, or in UBIKA's reasonable opinion, the Software is likely to be or is the subject of a claim for such infringement, UBIKA may at its discretion and at the Licensee's expense :

- (a) obtain for the Licensee the right to continue to use the Software; or
- (b) replace the Software or have it modified so that it is no longer in breach; or
- (c) accept the return of the Products and reimburse an amount equal to the sum paid by the Licensee for the Software, after deduction, however, of the amount corresponding to the period of use of these Products by the Licensee until reimbursement by UBIKA.

16.4 UBIKA shall under no circumstances release the Licensee from any liability if claims made by third parties are caused by :

- (a) any infringement arising from the use of the Software not in accordance with the Documentation; or
- (b) any infringement resulting from the combination of the Software or any part thereof with any other product not supplied by UBIKA; or
- (c) modification of the Software unless such modification has been made by or with the prior written consent of UBIKA; or
- (d) any infringement resulting from the use by UBIKA of a version other than the latest version of the Software if such infringement could have been avoided by the use of the latest version of the Software.

16.5 This provision sets out the Licensee's exclusive remedy in respect of any patent, copyright, design right or other intellectual property right infringement in the Products and UBIKA's exclusive liability in respect of such rights.

17 Limitation of liability - Insurance

17.1 The Licensee declares that it enters into the Agreement in the knowledge that UBIKA is subject to an obligation of means, that UBIKA's liability is limited and that the Price has been calculated accordingly.

17.2 The Software is used under the sole direction, control and responsibility of the Licensee.

17.3 UBIKA shall only be liable for direct damages suffered by the Licensee, and only to the extent that the Licensee has provided proof that the breach of the Agreement by UBIKA is the direct cause of such damages. Under no circumstances shall UBIKA be liable for indirect damages such as commercial losses, loss of productivity, loss of customers, loss of earnings, damage to brand image, loss of contract(s), loss of investment(s), loss of files and/or data.

17.4 In any event and irrespective of the basis of UBIKA's liability, including under French law no. 98-389 of 19 May 1998, UBIKA's total liability for any breach of the Agreement is limited, all damages included, to seventy percent (70%) of the Price (excluding VAT) paid by the Licensee under the Proposal.

17.5 Any claim by the Licensee arising out of or relating to this Agreement must be brought within one (1) year after the cause of action arose or when the complaining Party became aware of the breach in question.

18 Export and re-export restrictions



The Licensee undertakes not to export or re-export, directly or indirectly, any Products or technical data without first obtaining all written consents or authorisations required by any applicable government regulations in force, including, without limitation, those of the French Government and the United States Department of Commerce.

19 Force majeure

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under the Contract (other than a payment of money) where such delay or failure results from events of force majeure as recognised by the French courts and/or such as (i) explosions, fires, floods, earthquakes, epidemics or catastrophic weather conditions; (ii) acts of war, terrorism, insurrection, riot, rebellion or sabotage; (iii) acts of governmental authorities or courts, national state of emergency or changes in laws; (iv) industrial disputes, lock-outs or strikes; (v) breakdowns or fluctuations in electrical power or telecommunications services or equipment; or (vi) any event beyond the control of UBIKA.

20 Termination

20.1 If either Party fails to fulfil any of its material obligations under the Agreement without remedying such failure within thirty (30) days of receipt of the registered letter notifying such failure, the other Party may terminate the Agreement ipso jure by registered letter upon receipt, without any claim for damages, and, in the case of UBIKA, without prejudice to the payment of the Products on a pro rata basis.

20.2 In the event of termination of the Agreement, the Licensee shall, within eight (8) days, at UBIKA's request and at UBIKA's option, destroy or return the Products to UBIKA. Use of the Products by the Licensee will then be discontinued and the Licensee will have no further rights in relation to the Products.

20.3 Termination shall be without prejudice to the Parties' acquired rights and outstanding obligations towards each other at the date of termination.

21 General provisions

21.1 The Contract constitutes the entire agreement between the Parties for the supply of the Products ordered and supersedes all prior contracts, discussions, agreements, representations or promises. Each Party warrants to the other that it has not relied on any representation not recorded herein in entering into the Contract. No variation of the Contract shall be valid unless confirmed in writing by authorised signatories of both Parties on or after the date of the Contract.

21.2 The Parties agree that validation of the Proposal, conclusion and renewal of the Agreement, and payment of the Royalties and/or invoices issued, signify that the Licensee has read and accepted the general terms and conditions in force on the date of such validation, conclusion, renewal or payment. The Licensee is hereby informed that these terms and conditions are accessible on the <https://my.ubikasec.com/> website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Terms and Conditions from the <https://my.ubikasec.com> website are also available on the <https://my.ubikasec.com> website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.



It is understood that these general terms and conditions cancel and replace the general terms and conditions previously accepted between the parties with the same purpose and in the course of execution. They take precedence over any unilateral document from either party, including the Customer's purchase order. Any specific conditions set out in the Proposal duly signed by both parties will, however, be applicable to the Software exclusively designated in the said document. Any specific annotation added by hand by the Licensee will only be valid if expressly accepted by UBIKA.

21.3 No waiver of any provision or breach of the Contract shall be deemed to be a waiver of any other right or subsequent breach unless in writing and signed by both Parties.

21.4 UBIKA is free to designate the Licensee as a reference.

21.5 Notwithstanding Article 1195 of the French Civil Code, in the event of a change in circumstances that could not have been foreseen when the contract was entered into, making performance excessively onerous for the Licensee, the Licensee shall not be entitled to renegotiate the contract.

21.6 None of the Parties shall assign or transfer all or part of the Agreement without the prior written consent of the other Party, except for assignments to companies associated with UBIKA which are authorised and, where applicable, UBIKA may subcontract the supply of all or part of the Products and/or Services. In such a case, UBIKA shall remain responsible for the compliance of its subcontractors with all the provisions of the Contract.

21.7 Given the specific means and undertakings provided for in this Agreement, the Agreement is entered into *intuitu personae*. UBIKA shall then be entitled to terminate the Agreement *ipso jure* at any time, in whole or in part, in the event of a change of control of the Licensee. For the purposes of this article, control has the meaning given to it in art. L 233-3 of the French Commercial Code.

21.8 If any provision of the Agreement is held to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

21.9 THE CONTRACT IS GOVERNED BY FRENCH LAW, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES. THE PARTIES HEREBY WAIVE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. IN THE EVENT OF A DISPUTE CONCERNING THE INTERPRETATION AND/OR PERFORMANCE OF THE CONTRACT, AND EXCEPT IN THE CASE OF AN UNPAID CLAIM WHICH AUTHORISES DIRECT REFERRAL TO THE COMPETENT COURT, THE PARTIES AGREE TO ATTEMPT TO REACH AN AMICABLE SETTLEMENT OF THE DISPUTE WITHIN A PERIOD OF ONE (1) MONTH, THE MOST DILIGENT PARTY INVITING THE OTHER BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT DETAILING THE GRIEVANCE OR GRIEVANCES AND THE CONTRACTUAL PROVISIONS WHICH IT CONSIDERS TO HAVE BEEN VIOLATED, TO A MEETING TO BE HELD AT THE ADDRESS OF UBIKA'S HEAD OFFICE, WITHIN A MINIMUM PERIOD OF FIFTEEN WORKING DAYS. IN THE EVENT OF FAILURE TO REACH AN AMICABLE SETTLEMENT, THE DISPUTE WILL BE SUBMITTED EXCLUSIVELY TO THE COMPETENT COURT OF NANTERRE, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS, INCLUDING FOR EMERGENCY OR PROTECTIVE MEASURES.

21.10 THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF NANTERRE (92), FRANCE, FOR ALL MATTERS OR DISPUTES RELATING TO OR ARISING FROM THIS CONTRACT.



*** END ***