



Professional Services GENERAL TERMS AND CONDITIONS

UBIKA SAS (hereinafter "UBIKA") is a French company registered in the Nanterre Trade and Companies Register (no. 529 108 615), with its head office at Parc Tertiaire de Meudon, 9-11 Rue Jeanne Braconnier, 92366 Meudon. It publishes and markets software to protect applications and/or websites, and provides related services.

After defining its needs in terms of its structure, organization and knowledge of its personnel, the Customer wishes UBIKA to provide services.

1 Definitions

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

1.1 "Contract": means these General Terms and Conditions, the Proposal, any Special Terms and Conditions, and all documents to which they refer. In the event of any contradiction between them, the Proposal and/or the Special Conditions shall prevail.

1.2 "Customer": refers to any individual or legal entity having subscribed to the Services provided by UBIKA hereunder by signing a Proposal.

1.3 "General Conditions": means the present General Conditions accepted by the Customer.

1.4 "Specific Development(s)": refers to any specific development, creation of interfaces, customization of editions, etc., carried out by UBIKA. Any Specific Development(s) carried out under the present contract shall be delivered to the Customer exclusively in the form of object code, and no provision of the present contract shall oblige UBIKA to deliver the source codes.

1.5 "Software": refers to software owned, developed and distributed by UBIKA on an industrial basis for use by a group of customers and for which a right of use has been granted to the Customer under a separate contract accepted in advance by the Customer.

1.6 "Provision(s)" or "Provision of Services": refers to any service activity provided by UBIKA around its Software.

1.7 "Ordered Service(s)": refers to the Services ordered by the Customer and expressly listed in the Proposal.

1.8 "Proposal": means the quotation or quotations which the Parties have agreed to in order to order the Services and which bears the reference to these General Terms and Conditions.

1.9 "PVI" or "Procès-Verbal d'Intervention" refers to the document used to certify that the Service has been carried out correctly.

1.10 The term "PVR" for "Procès-Verbal de Recette" refers to the document used to indicate the achievement of the major objectives or milestones of the Service.

1.11 "SOW" for "Statement of Work": means the document that may be drawn up and supplied by UBIKA describing and carrying out the work to be delivered as part of the Work Ordered.



2 Object

The purpose of this Agreement is to define the conditions under which UBIKA provides the Customer with the Services ordered.

3 Contract duration and validity

The Contract takes effect as from the signature by the Customer of the Proposal referring to the General Terms and Conditions for the Provision of Services and terminates upon completion of the Ordered Services or at the latest twelve (12) months after such signature, unless otherwise stated or specific conditions stipulated in the Quotation.

Articles 12 and 15 of these General Terms and Conditions shall continue to apply according to their own terms after expiry of the contract.

The expiry of the Contract does not release the Customer from his obligation to pay the remaining sums due under the Contract.

4 Description of Services

UBIKA undertakes to perform the Unitary Services listed exhaustively in the Proposal under the following conditions:

4.1 Software training

UBIKA is free to use the teaching methods and tools of its choice.

Training is provided on the basis of standard courses that UBIKA regularly offers to all its customers. One day of training corresponds to seven (7) hours of instruction.

To ensure the quality of the training, the Customer undertakes not to exceed the number of people agreed between the Parties.

In the case of training courses, any additional person not specified on the registration form will incur an increase in the current daily rate.

Training is traditionally provided at UBIKA's premises, at the customer's premises, or online.

Training days are booked by the Customer who sends UBIKA, fifteen (15) days before the scheduled date of the session, a registration form duly completed and signed by the person responsible for training at the Customer's premises, unless otherwise agreed by the Parties.

The Training Service includes a test of knowledge freely defined by UBIKA.

An attendance sheet must be signed by each participant. This attendance sheet will serve as the minutes of the meeting.

If, during a training session, UBIKA observes an absence or incorrect installation of the Software Package or the equipment supplied by UBIKA, the training session may be cancelled by UBIKA. UBIKA will be entitled to invoice all or part of the price of the cancelled training session as damages or to have



the correct installation carried out at the Customer's expense prior to the continuation of the training session.

Any service other than that provided for in the Proposal and carried out by UBIKA following a request from the Customer expressed on the day of the intervention, will be invoiced at the current rate.

4.2 Installation

If ordered, the Software Package installation Service is carried out by UBIKA in the presence of the Customer's technical contact, within the timeframe and according to the procedure agreed with the Customer.

An Acceptance Report specifying the configuration on which the software package is installed is signed by the Parties at the end of the installation service. Any modification of the configuration indicated on the installation report must be accepted by UBIKA. Should the Customer fail to sign an Acceptance Report within seven (7) days of the installation service, the latter will be deemed to have been accepted by the Customer without reservation.

The Customer is solely responsible for the migration of its data and/or files, unless the Parties agree to have this operation carried out by UBIKA, which will invoice it at the current rate.

Any service other than that provided for in the Proposal and carried out by UBIKA following a request from the Customer expressed on the day of the intervention, will be invoiced at the current rate.

4.3 Consulting

UBIKA will provide the Customer with the Consulting and/or Development Services defined in the Proposal.

At the customer's request, this may include analysis and study services, parameterization or the creation of Specific Developments.

In the case of a data recovery Service, this may require a preliminary scoping study.

With regard to the delivery of Specific Developments, it is the Customer's responsibility to proceed with the acceptance of each of the batches making up said Specific Developments.

For all consulting and/or development Services, unless a Acceptance Report is signed or a reservation is made by the Customer by registered letter with acknowledgement of receipt sent to UBIKA within one month of completion of the Service, the final acceptance will be deemed to have been accepted.

5 Obligations of the Parties

5.1 UBIKA's obligations

UBIKA undertakes to :

- Carry out all the Services ordered, in accordance with the terms and conditions defined in the Contract,
- Notify the Customer in writing of any factors known to it which may compromise the proper performance of the Services,
- Take all necessary steps to ensure that the Ordered Services are carried out properly.

5.2 Customer obligations



The Customer undertakes to :

- Respect the technical requirements communicated by UBIKA ;
- Qualified personnel ;
- Enrol motivated people with a sufficient level of competence in training sessions;
- Provide UBIKA with all elements and information necessary for the proper performance of the Services Ordered and inform UBIKA of any change likely to alter the conditions of performance of such services;
- Designate a manager from among your staff who is available and has decision-making authority with regard to the proposed solutions;
- Provide, free of charge, the machine time and personnel required for testing and operation of all Services;
- Collaborate actively and regularly with UBIKA ;
- Provide UBIKA's personnel with free access to the premises where the Software is to be installed and to its software if required and make available the infrastructure necessary for the electrical, network and telephone connection of the equipment used in the performance of the Services, in accordance with any technical recommendations indicated by UBIKA ;
- Pay the agreed price in accordance with article 6 of this contract.

The customer is also responsible for protecting the data collected and stored.

5.3 Common obligations

The provisional duration of the Services that may be indicated in a schedule appearing in a Proposal is established by mutual agreement between the Parties as corresponding to a realistic forecast based on the information communicated to UBIKA by the Customer and in particular its initial functional coverage.

Consequently, the refinement of the Customer's requirements may lead to a change in the estimated costs of providing the Services. It is periodically monitored by the Parties' teams in charge of performing the Services.

The mere fact that these deadlines are exceeded shall not give rise to a presumption of fault on the part of UBIKA in the performance of its obligations.

The Parties agree that the successful achievement of the provisional schedule depends on the availability of the personnel, software, premises and data that each of them is obliged to provide under this Contract.

6 Financial terms and conditions

The Customer shall pay UBIKA the Price defined in the Proposal. The Price is expressed in Euros, exclusive of taxes and any charges. VAT will be applied at the rate in force on the day of invoicing. This rate may vary according to the methodology adopted by UBIKA for the performance of the Services. Travel and accommodation expenses are payable by the Customer and are invoiced prior to the performance of the Ordered Services, on a flat-rate basis in accordance with the provisions set out in the Proposal. In the absence of such provisions, these expenses will be invoiced after completion of



the Ordered Services, either (i) in real terms on the basis of receipts provided in electronic form, or (ii) at the tax rate in force on the day of travel for those made by private or company car (case limited to travel expenses - distance calculated from the home site of the employee carrying out the Service Provision). The Customer is also responsible for all costs relating to training services, such as the cost of sending and reproducing course materials.

In the event that the Services ordered have not been carried out within one (1) year of the signing of the Purchase Order, for reasons attributable to the Customer, UBIKA's agreement on the price shall be revoked and the latter shall reserve the right, in accordance with Article 1165 of the French Civil Code, to apply its new rates in force at the time to the Services.

UBIKA will invoice the Customer on delivery, unless otherwise specified in the Proposal.

Invoices are due and payable within thirty (30) days of the invoice date by bank transfer or any other electronic means of payment such as direct debit.

In the event of late payment eight (8) days after formal notice, without prejudice to UBIKA's other contractual or non-contractual remedies, UBIKA may charge interest on arrears 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 Customer, as a minimum, a fixed sum of 40 euros (or any other amount fixed by applicable regulations), by way of compensation for collection costs. In accordance with the provisions of article L441-6 of the French Commercial Code, when the collection costs incurred exceed the amount of this fixed indemnity, UBIKA may request additional compensation, upon justification.

In the event of non-payment of a single invoice on its due date, UBIKA may, without prior formal notice, demand immediate payment of all sums still owed to it by the Customer. UBIKA shall then have the right to suspend the performance of the Services as provided for in the present contract until the Customer has paid the invoice in question. The Parties agree that such suspension shall not be considered as a termination of the contract by UBIKA, nor shall it entitle the Customer to any compensation whatsoever.

7 Cancellation and postponement of services

The Customer wishing to modify or cancel the start of a Service Provision must notify UBIKA by email, to the address ps@ubikasec.com, sent at least ten (10) clear working days before the start date of this Service Provision.

In the event of cancellation of a planned Ordered Service by the Customer, a fixed compensation fee will be payable as follows:

- a) If the cancellation occurs less than ten (10) days before the scheduled date of the service, with a postponement of the service not exceeding a period of three (3) months, a lump-sum compensation equal to twenty (20) % of the amount of the service may be claimed from the Customer.
- b) If the cancellation occurs less than ten (10) days before the scheduled date of the service, without postponement or with a postponement exceeding a period of three (3) months, the Customer may be required to pay a lump-sum compensation equal to fifty (50) % of the cost of the service.
- c) If the cancellation is made less than two (2) days before the scheduled date of the service, with or without postponement, the Customer may be required to pay a lump-sum compensation equal to one hundred (100) % of the cost of the service.

The absence of the Customer, or of the contact person designated by the Customer, which would make it impossible for UBIKA to start the service on the agreed date, is considered as a cancellation of the service and results in the claim of a fixed compensation indemnity according to the above conditions.



8 Effect of a split / Splitable nature of Services

For operational and organizational reasons, UBIKA reserves the right to postpone, without prior notice, interventions lasting less than one (1) day, resulting from the splitting of an Ordered Service at the Customer's request, in order to better manage the intervention schedule of UBIKA employees.

9 Rights granted

9.1 Documentary rights

Subject to payment for the Services, UBIKA grants the Customer the right to reproduce the documents supplied as part of the Services in as many copies as it wishes, provided that this is for its own needs and only for the Customer's employees. All documentation provided at the end of the Services is and remains the property of UBIKA. In addition, the Customer must include on all copies any mention of ownership and/or copyright that may be included on the documents provided by UBIKA.

9.2 Rights granted on Specific Developments

In the event that UBIKA carries out Specific Developments, UBIKA hereby grants the Customer :

- A non-exclusive, non-transferable right to use the Specific Developments produced under this contract on the customer's hardware configuration;
- A right to copy Specific Developments for backup or archiving purposes;
- A right to combine with other software packages.

The license to use the Specific Developments granted hereunder shall become effective upon payment of the Services to UBIKA and shall remain in force for as long as the Customer continues to use them. Specific Developments are and shall remain the property of UBIKA.

10 Non-solicitation of personnel

The Customer hereby waives the right, without prior written consent, to employ or have employed, directly or indirectly, any employee of the other Party. This waiver is valid for the entire duration of the Contract and for 12 months following its termination.

Should the Customer fail to comply with this obligation, it undertakes to compensate UBIKA by immediately paying it, on simple request, a lump sum equal to the employee's gross monthly remuneration over the last twelve (12) months prior to the end of the employment contract.

11 Subcontracting



UBIKA may subcontract all or part of the performance of one or more Services to subcontractors of its choice, while remaining liable to the Customer for the performance of the Services.

12 Liability

UBIKA shall not be held liable for any delay in the performance of the Services unless such delay is entirely attributable to UBIKA. In addition, UBIKA shall not be held liable in the event of careless application or non-application of the advice for use provided as part of the assistance or of advice not issued by UBIKA itself.

Under no circumstances may UBIKA be held liable for the destruction or deterioration of files or programs. It is the Customer's responsibility to protect against such risks by making the necessary backups.

In any event, UBIKA is only liable for direct damage caused to the Customer within the meaning of article 1231-4 of the French Civil Code. Under no circumstances shall UBIKA be liable to the Customer or any third party for indirect damages such as operating losses, commercial losses, loss of clientele, loss of orders, any commercial disturbance whatsoever, loss of profit, damage to brand image, loss of data and/or files.

Whatever the circumstances, UBIKA will not be held responsible under any circumstances:

- Damage attributable to any breach of contract by the customer or a third party;
- Damage caused by defects in hardware and/or software and/or networks and/or any other elements supplied by the Customer to UBIKA or used by it and not supplied by UBIKA.
- Any other services provided by the customer or a third party.

UBIKA's total liability, irrespective of the grounds on which it is based, is limited to seventy percent (70%) of the Price (excluding VAT) paid by the Customer under the Proposal. The Parties expressly acknowledge and accept that the prices agreed in the Contract reflect the allocation of risk between the Parties and the resulting limitation of liability. They also acknowledge and accept that the amount of the cap negotiated and agreed between them under the terms of the present article is not derisory and does not contradict the scope of the essential obligation undertaken by UBIKA under the Contract. The stipulations of the present article shall survive the expiry and termination of the Contract for any reason whatsoever for events giving rise to liability occurring during the term of the Contract.

13 Contract termination

If one of the Parties fails to fulfil one of its obligations under the Contract without remedying the situation within thirty (30) days of receipt of the registered letter notifying the breach in question, the other Party may terminate the Contract ipso jure by registered letter with acknowledgement of receipt, without any claim for damages being made, and, in the case of UBIKA, without prejudice to payments for products and/or services rendered as part of the Services covered by this Contract.

In addition, in the event of non-payment of sums due by the Customer, which are not the subject of justified reservations, and explicitly notified to UBIKA, the latter may terminate the contract ipso jure and without delay after having notified the Customer by registered letter with acknowledgement of receipt, this not preventing UBIKA from doing everything in its power to recover its debts.

14 Specific provisions for consumers



These provisions only apply to customers who can be considered as "consumers" within the meaning of the law.

14.1 Offer and order

The agreement is provided in English and French. The French version is the legally binding version.

14.2 Right of withdrawal

In accordance with article L. 121-21 of the French Consumer Code, the Customer is hereby informed that he/she has a period of fourteen (14) days after ordering the Services to exercise his/her right of withdrawal without penalty and without giving any reason. A retraction form is available at the following address: adv@ubikasec.com.

14.3 Archiving agreement

UBIKA ensures that the agreement establishing the consumer's order for an amount greater than or equal to 120 euros is kept for a period of ten years from the date of delivery for which an order was placed, and guarantees access at any time during this same period.

15 Force majeure

The Parties will not be held liable if the non-performance by either of them of all or part of their obligations is due to force majeure.

Initially, cases of force majeure suspend performance of the contract, and the parties meet to determine how to continue their relationship.

If the cases of force majeure last longer than one (1) month, the present contract will be automatically terminated, unless otherwise agreed between the Parties.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the jurisprudence of the French courts: blockage, disruption or congestion of telecommunication networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, as well as legal or regulatory changes to forms of marketing.

16 Privacy

The Parties shall maintain the confidentiality of any information obtained or data transmitted in the course of the performance of this Contract.

The Party to whom confidential information is communicated shall preserve its confidentiality with no less care than it takes to preserve its own confidential information, and shall not communicate or



disclose it to third parties, except with the prior written consent of the other Party or to the extent required by law. The Parties agree to adopt all reasonable measures to ensure that confidential information is not communicated 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.

However, each Party shall not be bound by any obligation of confidentiality with respect to the following information:

- information that was regularly known to be non-confidential before it was disclosed as Confidential Information.
- information developed independently by each party.
- information which was in the public domain or which falls into the public domain through no fault of the beneficiary of this information.

Each Party undertakes not to use the Confidential Information in any context other than that of the Contract, even for its own account, and undertakes to return, at the first request of the other Party, any documents or other media containing Confidential Information that the latter may have been led to hand over to it in the performance of the Contract, as well as any reproductions thereof.

All documents, in whatever form, communicated by UBIKA under this contract will remain its exclusive property.

17 Personal data protection

The Parties will comply with all applicable laws relating to the protection of personal data and in particular with EU Regulation No. 2016/679 known as the "RGPD". Each Party confirms that it will obtain all necessary consents from its employees, contractors or third parties to the processing of the other Party's personal data in connection with any processing of personal data, if applicable, under this Agreement.

Cases in which UBIKA is the data controller. In the context of this Contract, UBIKA processes the Customer's personal data for the purpose of managing customer relations, for the duration of the Contract. The recipients of the data collected are UBIKA's internal departments and its service providers, all established within the European Union. Customers have the right to access, rectify, oppose, limit and delete their personal data, as well as the right to data portability. To exercise these rights, or for further information on this processing, a request may be sent to the following address dpo@ubikasec.com.

Cases in which UBIKA is a subcontractor. The Customer is considered to be solely responsible for processing within the meaning of the RGPD in respect of the data processed in the context of the use of the Software(s), which obliges it alone to comply, in respect of such data, with the aforementioned regulations, in particular compliance with any mandatory prior formalities with the CNIL which are incumbent upon it. In the event of the processing of personal data on behalf of the Customer by UBIKA, and in accordance with Article 28 of the RGPD, an appended document must be concluded between the Customer and UBIKA, at the Customer'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.

18 Miscellaneous provisions



18.1 Commitments of the Parties

The Parties agree that the validation of the Proposal and any Special Conditions, the conclusion and renewal of the Contract, as well as the payment of royalties and/or invoices issued, signify that the Customer has read and accepted the general conditions in force on the date of such validation, conclusion, renewal or payment. The Customer is hereby informed that these terms and conditions are available on the <https://www.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://www.ubikasec.com/> website are also available on the <https://www.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 the present general terms and conditions cancel and replace any general terms and conditions previously accepted between the Parties for the same purpose and currently in force. They prevail over any unilateral document of either Party, including the Customer's purchase order. However, any specific conditions provided for in the Special Conditions or in the Proposal duly signed by both Parties shall apply.

18.2 Changes to Services

The Customer's requests for changes to the Services performed under this contract shall be made in writing. This condition applies generally to any request for modification, including changes in planning or specification. A new quotation will then be submitted by UBIKA to the Customer.

18.3 Waiver

The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations referred to herein shall not be construed for the future as a waiver of the obligation in question. The Customer irrevocably waives any demand, claim, right or action against UBIKA relating to the performance of this contract and which would be made more than twelve (12) months after the event giving rise to it, and therefore irrevocably waives the right to bring any action before any court on this basis against UBIKA or any of the companies in the group to which it belongs.

18.4 Transfer

Neither party may assign or sell all or part of the Contract without the prior written consent of the other party.

However, the assignment or transfer of the Contract to companies owned or held by UBIKA within the meaning of Article L233-3 of the French Commercial Code is authorized, and UBIKA may subcontract the supply of all or part of the Software. In this case, UBIKA remains responsible for the performance of all provisions of the Contract by its subcontractors.

18.5 References

UBIKA reserves the right to include the Customer's name on a list of references.

18.6 Notifications



All notifications required by the Contract shall be made by Registered Letter with acknowledgement of receipt and shall be deemed validly made to the addresses indicated at the head of these presents, unless a notification of change of address has been made. Notwithstanding the notifications provided for by registered letter with acknowledgement of receipt, the Parties agree that information relating to the conclusion or performance of the Contract may be sent by electronic mail. In particular, in accordance with article 1126 of the French Civil Code, the Customer acknowledges that UBIKA may send it by e-mail any notification relating to the development and modification of the Contract. The Customer therefore expressly accepts the use of this means of communication. The Parties agree that e-mails exchanged between them shall constitute valid proof of the content of their exchanges and commitments.

18.7 Anticipation

Notwithstanding article 1195 of the French Civil Code, in the event of a change in circumstances unforeseeable at the time of conclusion of the contract and rendering performance excessively onerous for the Customer, the Customer shall not be entitled to renegotiate the contract.

18.8 Partial nullity

The declaration of nullity or ineffectiveness of any stipulation of the present contract shall not automatically entail the nullity or ineffectiveness of the other stipulations, unless the balance of the contract is modified thereby.

19 Court and applicable law

The present Contract is governed by French law. Any dispute relating to the interpretation or performance of the present Contract shall be brought before the Courts of Nanterre even in the event of plurality of defendants or third-party proceedings, even for emergency proceedings or conservatory proceedings, in summary proceedings or by petition.

*** END ***