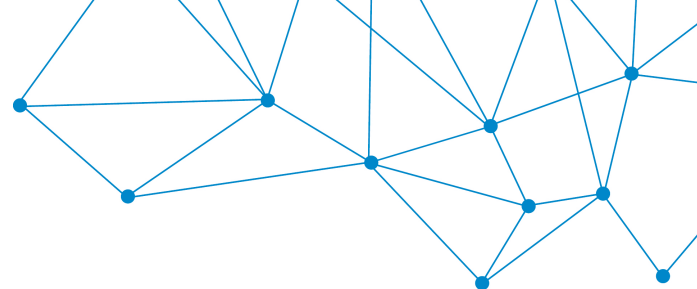


GENERAL TERMS AND CONDITIONS OF DISTRIBUTION

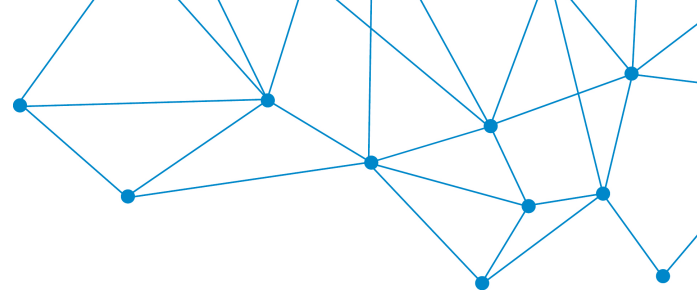
The present general conditions of distribution are intended to govern the contractual relations between Sauermann Industrie, whose registered office is located Zone d'Activités Bernard Moulinet, Bâtiments C et N, rue Koufra 24700 Montpon Menesterol, registered with the RCS of Périgueux under the n° 391 699 311 and its Resellers, within the framework of their professional activity, and this exclusively for the resale in their name and under their responsibility of the Products and/or Services to end Customers and to the exclusion of any other purpose, in particular for their own needs.

1 Definitions

- | | | |
|-----|-----------------------|---|
| 1.1 | Subscription | means the subscription period <i>ultimately</i> applicable to the end Customer during which he will be able to access TrackLog® and, where applicable, TrackLog®App, within the limit of the number of Accounts and connected Product(s) authorised by the Reseller and within the limit of the number defined in the Order Form ; |
| 1.2 | Director | designates the Referring User, under the responsibility of the end Customer, and in charge of creating and managing the Accounts, at the time of his first connection, to enter the User IDs within TrackLog® in order to allow them to access it and, if applicable, TrackLog®App thereafter;
; |
| 1.3 | Knowledge base | means the compilation compiled and verified by Sauermann containing, on the one hand, all the relevant questions formulated by Users, including End Customers, concerning the use of TrackLog® and TrackLog®App, and their interaction with the Goods and, on the other hand, the answers provided by Sauermann to these questions in the form of "Frequently Asked Questions"; |
| 1.4 | Order form : | means the document setting out the scope of the Reseller's order for Goods and/or Services, without such document derogating from the terms of this Agreement (including any amendments); |
| 1.5 | Account | designates the right of personal access to TrackLog® and TrackLog®App granted to an end Customer, and <i>ultimately</i> to a User, and this within the limit of the number authorised by Sauermann in accordance with the Subscription subscribed to within the framework of a Purchase Order; |
| 1.6 | Contents | refers to the human-machine interfaces of TrackLog® and TrackLog®App, in particular all information, images, texts, hyperlinks, graphics, etc., whether or not covered by intellectual property rights, which are accessible on TrackLog® and/or TrackLog®App to the end Customer, in particular by Users, and this to the exclusion of the Measurement Data ; |



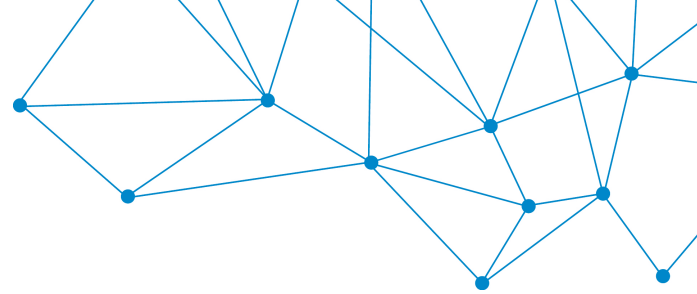
1.7	End customer(s)	means the customer(s) and prospective customer(s) to whom the Reseller distributes the Goods and Services by means of a separate contract entered into on his behalf with the Reseller;
1.8	Manufacturer	means the company that manufactured the Goods;
1.9	Contract	refers to these general terms and conditions of sale, the Order Form and their appendices and any amendments thereto;
1.10	Documentation :	means the technical and/or functional documentation for the use of TrackLog® and TrackLog®App and/or the Gateway and/or the Product and/or the Software;
1.11	Measurement data	means all data and information collected by the Products (such as temperature, humidity, etc.) transmitted by the Gateway, according to the prerequisites defined by Sauermann, to Sauermann's Infrastructure, and which are the subject of Hosting, and which are made available to End Customers from TrackLog® and, where applicable, TrackLog®App ;
1.12	Evolution	means any correction, modification, improvement, update of TrackLog® and/or TrackLog®App, including the addition of new functionalities ;
1.13	Force Majeure	means any event of force majeure within the meaning of Article 1218 of the Civil Code and the case law of the Court of Cassation;
1.14	Accommodation	designates the hosting service for the Measurement Data collected by the Products <i>via the</i> Gateways enabling their consolidation and consultation from TrackLog® and/or TrackLog®App ;
1.15	Working Hours :	designate the time slots from Monday to Thursday from 8.30 a.m. to 12.00 a.m. and 1.30 p.m. to 5.30 p.m. and on Friday from 8.30 a.m. to 12.00 a.m. and 1.30 p.m. to 5.00 p.m. (excluding public holidays in France);
1.16	Hotline	means the service of making the Knowledge Base available and/or telephone assistance and/or remote control of Users' terminals in order to assist Users remotely in the installation, parameterisation and/or use of the Goods and/or TrackLog® and, where applicable, TrackLog®App ;
1.17	Login details	means the username and password provided by Sauermann to the Reseller to be used by Users under the conditions set out herein in order to access and use TrackLog® and TrackLog®App ;
1.18	Sauermann's infrastructure :	means the associated hardware, technical and software infrastructure enabling the hosting, administration and access to TrackLog®, including by TrackLog®, excluding the storage of Measurement Data. The Sauermann Infrastructure is administered, maintained and hosted by Sauermann ;
1.19	Software	designates the programme(s) embedded in the Gateway and necessary



			for its operation;
1.20	Commodity(ies)		means collectively the Product(s) and the Gateway(s) ;
1.21	Free Modules		designate lines of code, scripts, modules and/or software subject to so-called "free" (<i>open source</i>) licences;
1.22	Service Levels (SLA)		shall refer to the possible levels of availability and performance defined in Article Error! Reference source not found. ;
1.23	Options		means the Service options as described in Article Error! Reference source not found..Error! Reference source not found.
1.24	Gateway		means the hardware and electronic device compatible with TrackLog® allowing, on the one hand, the reception of the Measurement Data of each Product transmitted by a wireless telecommunications signal and, on the other hand, the transmission, via a telecommunications network subscribed to by the end Customer, of said Measurement Data to Sauermann's Infrastructure for consultation from TrackLog® and, where applicable, TrackLog® App ;
1.25	Product(s)		means the measuring instruments sold by Sauermann to the Reseller for the purpose of marketing by the Reseller to End Customers and which are capable of collecting the Measurement Data and then transmitting it to the Gateway in order to make it available from TrackLog® and, if applicable, TrackLog® App ;
1.26	Personal Regulations	Data	Refers to Law n°78-17 of 6 January 1978 relating to data processing, data files and liberties, as amended by Law n°2018-493 of 20 June 2018 taken in application of the Community Regulation of 27 April 2016 published in the Official Journal of the European Union on 4 May 2016 relating to the protection of individuals with regard to the processing of personal data and the free movement of such data;
1.27	Reseller		Means the person entering into this Agreement for the purpose of being supplied with the Goods and Services for distribution by it to End Customers;
1.28	Sauermann		means the company Sauermann Industrie, whose registered office is located Zone d'activités Bernard Moulinet, Bâtiment C et N, rue Koufra, 24700 Montpon Menesterol, France, registered with the Périgueux Trade and Companies Register under number 391 699 311,
1.29	Server		Refers to the hardware and software platform available to Sauermann to provide the Services, including <i>cloud computing</i> , connected to the Internet and on which the Measurement Data is hosted;
1.30	Service(s)		designates the service(s) and, where applicable, the Options provided by Sauermann to the end Customer and marketed by the Reseller to the end Customer(s), as defined in article Error! Reference source not found. ;

- ## 2 Entry into force - Duration

- ### 3 Contractual hierarchy



1.1

3.1 The Contract is composed of :

3.1.1 of this document; and

3.1.2 of the Order Form ;

3.2 In the event of a contradiction between one of these documents, the higher-ranking document will prevail for the interpretation of the obligation in question.

4 Prerequisite

- 4.1 The Reseller undertakes to inform the end Customer of the nature and extent of the functionalities of TrackLog® and TrackLog®App. The Reseller acknowledges in this respect that he has received information and advice from Sauermann enabling him to take all measures to enable him to inform the End Customers to enable them to assess the opportunity to use TrackLog® and TrackLog®App in the light of his own needs and in accordance with the Agreement and the Documentation.
- 4.2 The Reseller acknowledges that the use of TrackLog® and TrackLog®App by the Customer assumes the Prerequisites as listed below, which the Reseller guarantees to ensure, at the latest at the time of the first use of TrackLog® and/or TrackLog®App, that the final Customer fulfils them:

1.2

4.2.1 The End Customer has acquired at least one (1) Product and one (1) Gateway and has taken out a Subscription. The End Customer must acknowledge that they have been informed of the characteristics of the Gateway and the need for compatibility with Sauermann's Products and Infrastructure;

4.2.2 The End Customer has subscribed to the services of one or more telecommunications operators in order (i) to ensure the transmission of the Measurement Data from the Product(s) to the Gateway(s) and then to Sauermann's Infrastructure and (ii) to enable Users to connect to it and use the Services;

1.3

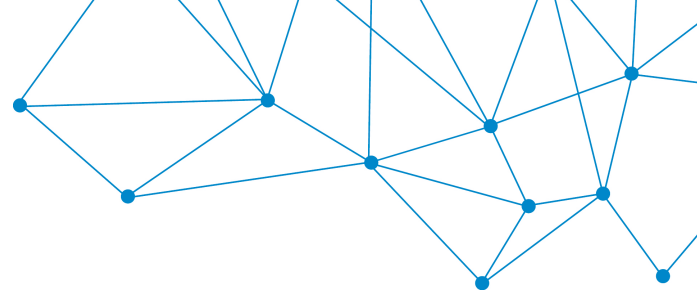
4.2.3 The End Customer has subscribed to a Measurement Data Hosting service with the Reseller in order to be able to store the said Measurement Data and make it accessible in a consolidated manner from TrackLog® and TrackLog®App.

4.2.4 The use of TrackLog® and TrackLog®App requires that the End Customer has PC or Mac type computers and mobile devices (under Android or iOS) sufficiently modern to support TrackLog® technology. Therefore, the end customer's computers and mobile devices must have technical characteristics at least equivalent to those indicated in the Documentation;

4.2.5 The end customer must also comply with the terms of use and licensing of the application hosting platforms on which TrackLog®App is available;

4.2.6 Finally, the Administrator must agree to create a personal and nominative account for each User in order to allow them to access TrackLog® and TrackLog®App.

- 4.3 In the absence of perfect compliance with the prerequisites set out in this article, Sauermann cannot guarantee the proper performance of its contractual obligations, in particular with regard to the provision of the use of the Services and the availability of TrackLog®, and therefore *a fortiori* of TrackLog®App, under normal operating conditions.



5 Scope and execution of the Services

5.1 Provision of TrackLog® and, if necessary, TrackLog®App

- 5.1.1 Sauermann undertakes to enable the Reseller to provide the End Customer with remote online access in *Software as a Service* mode to TrackLog® to enable remote access and management of the Measurement Data and the Goods connected thereto. This provision is characterised by the granting of a licence to use TrackLog® and, where applicable, TrackLog®App granted to the Reseller, who is responsible for granting it to the end Customer and the Users under the conditions defined in article **Error! Reference source not found.**
- 5.1.2 Depending on the Subscription chosen, as well as on the subscription to Measurement Data Hosting services, TrackLog® will allow consultation of the Measurement Data collected over the last six (6) or twelve (12) months established on a rolling calendar, depending on the Subscription and Option chosen.
- 5.1.3 Sauermann provides the Services in accordance with the Documentation and Service Levels.
- 5.1.4 The End Customer acknowledges that the nature and extent of the functionality of TrackLog® and, where applicable, TrackLog®App made available by Sauermann depends on the Subscription and Options subscribed to.

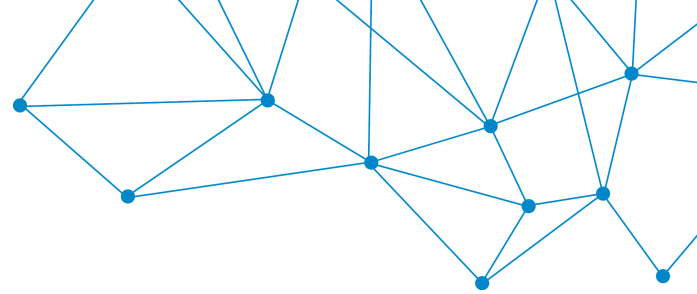
5.2 Measurement Data Hosting

- 5.2.1 Sauermann carries out the configuration of TrackLog® and TrackLog®App with the Server allowing the Services to be carried out.
- 5.2.2 Sauermann provides the Reseller with a Hosting Service for the collected Measurement Data accessible via TrackLog®, such as TrackLog®App, by allocating memory space on the Server under the conditions defined in the Agreement and in particular in the Service Levels.
- 5.2.3 IN THIS RESPECT, IT IS SPECIFIED THAT THE MEASUREMENT DATA IS KEPT ON THE SERVER FOR THE DURATION OF THE SUBSCRIPTION INDICATED IN THE ORDER FORM AND **WILL BE AUTOMATICALLY DELETED AT THE END OF THE SUBSCRIPTION FOR ANY REASON WHATSOEVER**, INCLUDING IN THE EVENT THAT THE END CUSTOMER SUBSCRIBES TO A SUBSCRIPTION FOR A NEW TERM. IT IS THEREFORE INCUMBENT ON THE RESELLER TO INFORM THE END CUSTOMER OF THE NEED, IF APPLICABLE, TO EXTRACT AND RECOVER THE SAID MEASUREMENT DATA WITHIN THE REQUIRED TIME PERIOD.
- 5.2.4 The Reseller is validly informed that the Server is shared in order to provide Hosting to several Sauermann customers. Neither the Reseller, nor *ultimately* the end customer, therefore benefit from any exclusive use of the Server, whether territorial or commercial.
- 5.2.5 The Services include i) hardware and software maintenance services of the Server by Sauermann to ensure continuity of the Services, without any commitment or guarantee as to the maintenance of TrackLog® and/or TrackLog®App ii) as well as Evolutions. In this respect, Sauermann intervenes in the event of an incident notified by the Reseller and provides a solution.

5.3 Delivery of Goods

Sauermann undertakes to deliver the Goods directly to the Reseller or to the final Customer in accordance with the terms of this Agreement.

5.4 Hotline Services



5.4.1 The Bronze Support

5.4.1.1 All Subscriptions include Bronze Support.

5.5 The Bronze Support allows access to the Knowledge Base freely and at any time according to the terms of article How to access the Hotline

5.5.1 The Knowledge Base is accessible directly from TrackLog® and TrackLog®App to all End Customers with an active Subscription.

5.5.2 In order to enable Customers to access telephone support, Sauermann will provide the Reseller with a unique and dedicated telephone number.

5.5.3 The Reseller undertakes to communicate only to end customers who have subscribed to Gold Support or an Option the telephone number made available by Sauermann.

5.5.4 In addition, the Remote Takeover Service will only be accessible to End Customers who have subscribed to Gold Support through the Helpline who may decide, at their discretion in the light of the circumstances, whether remote takeover of the Sauermann Infrastructure and TrackLog® and TrackLog®App is necessary.

5.5.4.1 Finally, installation assistance is available to End Customers who have subscribed to the specific Option. If necessary, Sauermann will provide the Reseller with the dedicated telephone number, which the Reseller is responsible for passing on to the End Customer. this Agreement.

5.5.4.2 Bronze Support also allows access, only after an unsuccessful search in the Knowledge Base, to an electronic technical support contact form available directly from TrackLog® and/or TrackLog®App, allowing you to request assistance regarding the use of TrackLog® and TrackLog®App, which will be answered within a reasonable time.

5.5.5 The Gold Support

5.5.5.1 The Gold Support allows you to benefit from all the Services provided under the Bronze Support.

5.5.5.2 Gold Support also provides direct access to the technical support contact form without first searching for a solution to a given problem in the Knowledge Base.

5.5.5.3 Gold Support also allows the End Customer to benefit from :

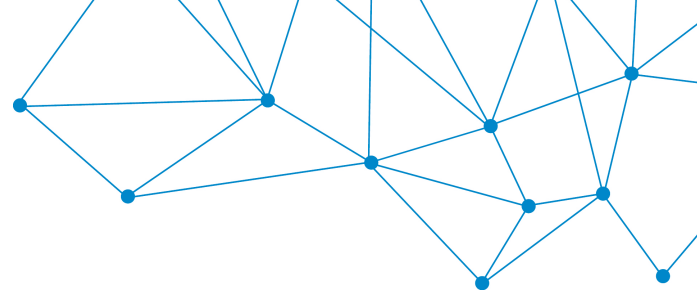
5.5.5.4 *Telephone assistance*

5.5.5.4.1 Sauermann provides the Reseller with a telephone support service, which can be reached from a dedicated telephone number, for all end customers, and indicated from TrackLog® and TrackLog®App.

5.5.5.4.2 This telephone assistance is available during working hours.

5.5.5.4.3 This telephone assistance consists of assistance in setting up and/or using the Products, the Gateway and/or TrackLog® and TrackLog®App.

5.5.5.5 *Remote control*



5.5.5.5.1 Once the End Customer has contacted the hotline, if necessary, a Sauermann operator can take control of TrackLog® and TrackLog®App made available to the End Customer in order to try and resolve the problem raised by the End Customer.

5.5.5.5.2 In the context of this takeover, the Sauermann operator will access, via a tool developed by Sauermann, the *back office of the Sauermann* Infrastructure in order to ensure the configuration and connection of the Sauermann Infrastructure to TrackLog® and TrackLog®App to which the End Customer concerned has access and to allow remote access to the Products and/or Gateways acquired by the End Customer.

5.5.6 Installation assistance

5.5.6.1 In addition to the Bronze and Gold Support, the End Customer can also take out an Option consisting of a TrackLog® and TrackLog®App Installation Support Service which will be provided to End Customers.

5.5.6.2 This Option is characterised by the possibility of remote control of the Product and/or the Gateway to be installed as well as TrackLog® and TrackLog®App via the Sauermann Infrastructure *back office* only.

5.5.6.3 In this respect, the End Customer benefits from a forty-five (45) minute envelope of use of the Hotline during which the intervention is carried out by Sauermann. Once this envelope has been used, the additional Hotline minutes consumed by the end Customer will be invoiced by Sauermann to the Reseller in accordance with the rates indicated in the Order Form, with the Reseller being responsible for charging the additional costs to the end Customer concerned.

5.6 Excluded services

The Services do not take into account :

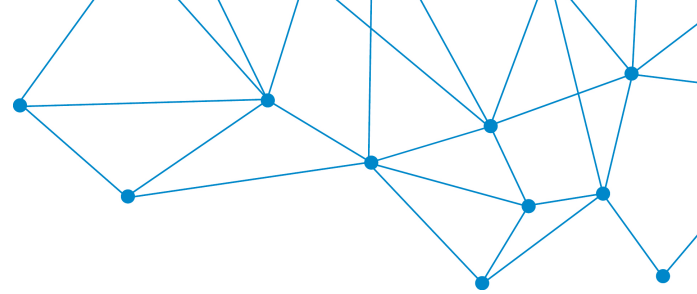
5.6.1 The maintenance of the Goods and/or the telecommunications services necessary for the use of the Hotline Services and/or the Measured Data Hosting Services and/or the viewing devices (computer/mobile terminals) ;

5.6.2 The remote control of the consultation devices (computer/mobile terminals) of the End Customers ;

5.6.3 The reconstitution of the Measurement Data in the event of destruction for any reason whatsoever, in particular due to the end Customer or due to a case of Force Majeure ;

5.6.4 The modifications to be made to Tracklog® and/or Tracklog®App for use on hardware other than Mac or PC computers or, where applicable, on a mobile terminal and any specific development necessary to enable the End Customer to access Tracklog® and/or Tracklog®App ;

5.6.5 The correction of faults and anomalies due to the malfunction of the End Customer's computer applications and/or infrastructure and/or the End Customer's hardware on which Tracklog® and/or Tracklog®App are accessible and whose malfunction is not the result of their use. The TrackLog® solution is supplied with the corresponding gateway, which provides the necessary coverage for a standard application. However, due to specific conditions, such as installation geometry, walls, ceilings, distance between measuring points and the location of the gateway, or interference created by other existing wireless networks or electrical / electronic devices or installations, Sauermann cannot guarantee appropriate signal coverage in all of the end-user's installation and therefore has no responsibility for the operation of the TrackLog solution. Should such a situation arise, Sauermann will advise the end user to add as many additional gateways as necessary to increase the LoRa® signal coverage.



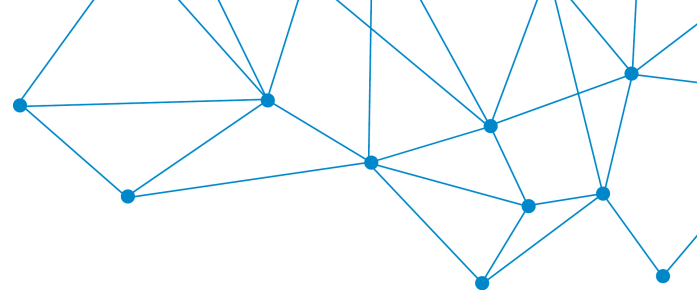
6 Order form.

- 6.1 All Purchase Orders must be sent to Sauermann in writing and must be confirmed in writing by Sauermann.
- 6.2 Sauermann will only be liable for the choice of Goods or Services offered if Sauermann does not comply with the specifics clearly set out in the Purchase Order. All Purchase Orders will only be validly accepted on receipt by the Reseller of the acknowledgement of receipt from Sauermann. Any clause derogating from these general terms and conditions must be subject, after negotiation with Sauermann, to special conditions stipulated in separate writing.
- 6.3 Any changes to an Order Form requested by the Reseller will only be taken into account, within the limits of Sauermann's possibilities, if they are notified in writing at least five (5) days prior to the planned date of dispatch of all or part of the corresponding order.

7 How to get there

7.1 How to access TrackLog® and Tracklog®App

- 7.1.1 TrackLog® is accessed from Sauermann's infrastructure in *Software as a Service* mode from computer stations connected to the Internet. TrackLog®App can only be accessed from mobile terminals.
- 7.1.2 To allow access to TrackLog® by Users, Sauermann will send the access codes to the Reseller who will in turn send them to the Customer.
- 7.1.3 With this access code, the Administrator will be able to create a number of Accounts accessible by Users with information relating to their identity, their contact details and the serial number and code of the Products. The number of Accounts that can be created depends on the Subscription chosen, it being specified that each Subscription constitutes a non-breakable range of Accounts that can be created.
- 7.1.4 Once the Accounts have been created by the Administrator, Users will be able to access them by entering their login details in TrackLog® and/or TrackLog®App.
- 7.1.5 The Reseller ensures that the end Customer and the Users recognise that these Identifiers constitute the sole system for validating the User's access to TrackLog® and, where applicable, to TrackLog®App, to the exclusion of any other means.
- 7.1.6 Any access to TrackLog® and/or, where applicable, to TrackLog®App, with the aforementioned Identifiers is deemed by right to have been made by the End Customer and/or its Users.
- 7.1.7 The final Customer will be solely responsible for the acts carried out by the Users. The Reseller shall ensure that the End Customers require the Users to maintain and keep these Identifiers strictly confidential, not to divulge them to third parties even temporarily, in any form whatsoever and to use them strictly on a personal basis for the use of TrackLog® and/or, where applicable, TrackLog®App.
- 7.1.8 The Reseller also ensures that it is the responsibility of the end Customer in the event of loss, theft or any fraudulent act with regard to the Identifiers of each User to inform the Reseller as soon as possible, who will immediately inform Sauermann in order to obtain new Identifiers. The Reseller remains liable to Sauermann for any use of TrackLog® and/or, where applicable, TrackLog® made from the Accounts until Sauermann has received the said notification.



- 7.1.9 The Reseller undertakes to notify Sauermann immediately of any unauthorised use of the Identifiers of one or more Users or any other breach of security. Sauermann will not be liable for any damage that the End User and/or the Reseller may suffer as a result of the use of the User IDs by another person, whether or not this has taken place with or without their consent.

7.2 How to access the Hotline

- 7.2.1 The Knowledge Base is accessible directly from TrackLog® and TrackLog®App to all End Customers with an active Subscription.
- 7.2.2 In order to enable Customers to access telephone support, Sauermann will provide the Reseller with a unique and dedicated telephone number.
- 7.2.3 The Reseller undertakes to communicate only to end customers who have subscribed to Gold Support or an Option the telephone number made available by Sauermann.
- 7.2.4 In addition, the Remote Takeover Service will only be accessible to End Customers who have subscribed to Gold Support through the Helpline who may decide, at their discretion in the light of the circumstances, whether remote takeover of the Sauermann Infrastructure and TrackLog® and TrackLog®App is necessary.
- 7.2.5 Finally, installation assistance is available to End Customers who have subscribed to the specific Option. If necessary, Sauermann will provide the Reseller with the dedicated telephone number, which the Reseller is responsible for passing on to the End Customer.

7.3 How to access the Server

Access to the Servers is carried out from TrackLog® and TrackLog®App with the Identifiers according to the terms and conditions set out in the Contract.

8 Financial conditions

8.1 Prices

8.1.1 The Goods and Services are provided at the prices indicated in the Order Form.

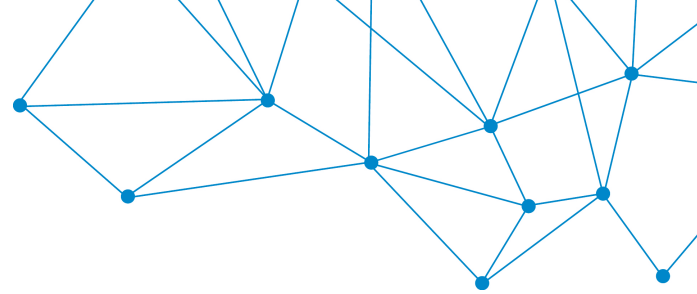
8.1.2 The prices of the Goods are net, ex works and exclusive of tax, plus postage and packing (invoiced at the fairest possible cost and not returnable).

8.1.3 The fees paid by the Reseller also include payment for Services and intellectual property right licences granted by Sauermann to the Reseller on TrackLog® and, where applicable, on TrackLog®App.

8.1.4 The price is subject to change during the course of the year, any price change being automatically applicable to any Order Form registered on the effective date of the new price. VAT is invoiced at the legal rate in force. Unless otherwise stated, commercial proposals issued by Sauermann are valid for 90 days from the date of issue.

8.2 General invoicing provisions

8.2.1 An invoice will be issued by Sauermann and given to the Dealer on dispatch of each delivery of Goods by Sauermann at the time of dispatch.



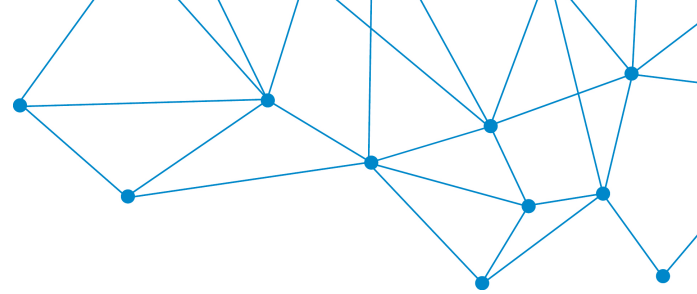
8.2.2 At the express request of the Reseller, within 15 days of receipt of the invoice by e-mail, a paper copy may be sent to him by post.

8.3 Terms of payment

- 8.3.1 The price of each Purchase Order is payable in full by bank transfer and in a single instalment on the due date mentioned on the invoice sent to the Reseller.
- 8.3.2 The Reseller will pay the amount corresponding to the duration of the Subscription at the time of his order.
- 8.3.3 Unless otherwise stipulated, invoices are payable within the following payment periods:
 - First Purchase Order: full payment of the invoice at the time of order (according to proforma invoice).
 - For the following Purchase Orders: 30 days net, invoice date.
- 8.3.4 In the event that the Reseller pays for the Goods and/or Services ordered in cash within eight (8) days of the invoice date, a 1% discount will be applied by Sauermann to the Reseller's account.
- 8.3.5 Late payment penalties, at a rate equal to 3 times the legal interest rate, will apply automatically and ipso jure in the event of non-payment beyond 15 days following the due date, in addition to the payment of a flat-rate compensation for collection costs of €40 due ipso jure from the first day of late payment (Article L441-10 II of the French Commercial Code). In the event of a regulatory change in the amount of this lump-sum indemnity, the new amount shall automatically be substituted for that appearing in these general terms and conditions of sale or terms of payment.
- 8.3.6 In addition, any delay or failure to pay will automatically result in (i) all sums owed by the Dealer to Sauermann becoming immediately due and payable, (ii) the suspension of deliveries of Goods and the provision of Services which are the subject of the Purchase Order having been paid for in full and (iii) Sauermann being entitled to reduce or cancel any discounts granted to the Dealer.
- 8.3.7 Finally, if in the case of a previous order, the Reseller has failed to pay on time, Sauermann reserves the right not to accept a new Purchase Order from the Reseller before payment in full of all outstanding debts and/or to require cash payment on order for future Purchase Orders. Sauermann reserves the right to refuse to make a delivery or to honour an Order Form from a Reseller who has not paid all or part of a previous Order Form or with whom a dispute is in progress.
- 8.3.8 Any advance payment made by the Reseller shall be forfeited to Sauermann by way of lump sum compensation, without prejudice to any other action that Sauermann may be entitled to take against the Reseller.

9 **Evolutions**

- 9.1 TrackLog® and/or TrackLog® App may, at Sauermann's discretion and at any time, be the subject of Evolutions as well as, if applicable, the Documentation, and this provided that their implementation does not lead to any regression, in particular functional and/or service level regression.
- 9.2 The Reseller undertakes to take all reasonable measures to ensure that the Developments and/or Documentation are properly taken into account and to enable the Customer to benefit from the Services.



- 9.3 In the event that the Evolutions result in TrackLog® and/or TrackLog®App being unavailable to Users or in the impossibility of benefiting from the Services which does not originate from the end Customer in accordance with the Service Levels, the Reseller may terminate the Contract after having sent a notification by registered letter with acknowledgement of receipt to Sauermann which has remained without effect for a period of thirty (30) consecutive clear days.

10 Obligations of the Parties

10.1 Obligations of the Reseller

10.1.1 The Reseller undertakes to pay for the Goods and Services under the conditions set out in Article Contract.

10.1.2 The Reseller undertakes to collaborate actively throughout the Contract, in particular by providing the information, adapted and documented, that Sauermann considers reasonably necessary for the proper performance of the Services and supply of the Goods and in particular to notify Sauermann of any installations and updates of anti-virus and/or firewall by the Reseller and/or the end Customer or of any other protection system that could directly or indirectly alter access to TrackLog® and/or TrackLog®App by Users.

10.1.3 The Reseller undertakes to take all measures to promote the good cooperation of the End Customer and the Users, as well as with all of its staff concerned.

10.1.4 The Reseller declares, guarantees and undertakes that the final Customer :

10.1.4.1 guarantees that it has, within the Premises, one (1) room intended for the storage and use of the Gangway under conditions that are adequate with regard to its Documentation, in particular under normal safety conditions and in good conditions, ensuring in particular that the Gangway, as well as the Products, are not exposed to abnormal conditions of temperature, light and humidity and/or likely to damage them during their normal operation;

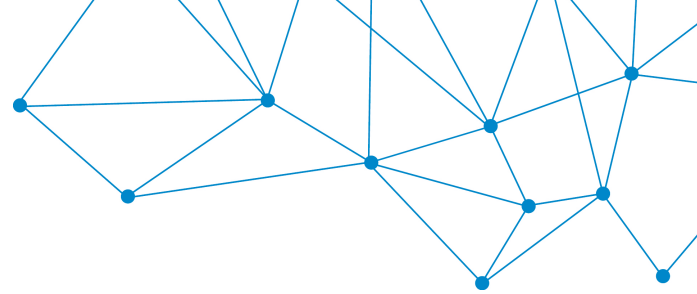
10.1.4.2 undertakes to use the Goods and Services in good faith in accordance with the instructions set out in the Documentation and under the conditions set out in the Contract;

10.1.4.3 does not use devices or software other than those supplied by Sauermann which may potentially i) affect the correct operation of TrackLog® and/or TrackLog®App and/or the Measurement Data ii) or extract, modify, consult, even in buffer or temporary memory, or for individualised use, all or part of TrackLog® and/or TrackLog®App ;

10.1.4.4 does not directly or indirectly market TrackLog® and/or TrackLog®App and/or access to TrackLog® and/or TrackLog®App ;

10.1.4.5 undertakes to ensure that the information provided when creating the Account and subsequently by Users is always accurate, truthful and up to date;

10.1.4.6 does not limit or attempt to limit access and/or use, even unintentionally, of TrackLog® and/or TrackLog®App to other End Customers ;



10.1.4.7 ensures that the use of TrackLog® and/or TrackLog®App does not affect or compromise the stability, security and quality of the networks, bandwidth or infrastructure of Sauermann or third parties;

10.1.4.8 protects its information system, computer hardware and mobile terminals from which it accesses TrackLog® and/or TrackLog®App with a quality and up-to-date anti-virus and maintains its technical infrastructure and Internet access in perfect working order so that it can access and use TrackLog® and/or TrackLog®App in the most optimal way; and

10.1.4.9 ensures that Users have the necessary training to enable them to use TrackLog®, TrackLog®App and the Measurement Data.

10.1.5 The Reseller undertakes to order and/or acquire Goods and/or Services only for resale to End Customers.

10.1.6 In order to enable the Reseller to ensure compliance with these commitments by the end customer, Sauermann, TrackLog® contains by default 'standard contractual documentation provided, for information purposes only, by Sauermann which it is the responsibility of the Reseller to adapt and have it accepted by the end customer.

10.2 Sauermann Bonds

10.2.1 Sauermann undertakes, as part of an obligation of means, to perform the Services and supply the Goods in accordance with the Contract and more generally in accordance with the Service Levels set out in Clause.

10.2.2 Thus Sauermann is committed to :

10.2.2.1 Define and implement the processes and means necessary to ensure the supply of Goods and Services;

10.2.2.2 Report to the Reseller within a reasonable time any difficulties encountered in the performance of tasks or in anticipation that Sauermann and/or the Reseller and/or the End Customer and/or the Users may encounter, with proposals for their resolution and anticipation, for the performance of the Agreement; and

10.2.2.3 Notify the Reseller when maintenance operations are carried out on the Sauermann Infrastructure, TrackLog® and/or TrackLog®App.

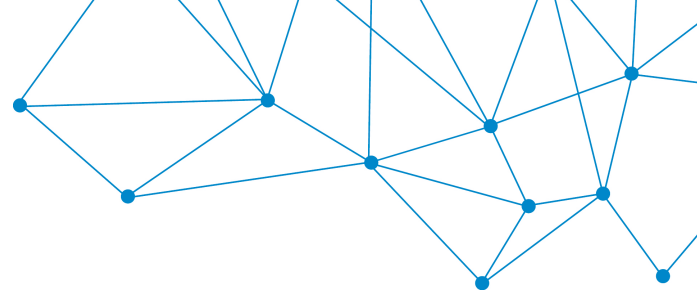
10.2.3 The Goods may be delivered to the Reseller or directly to the End Customer as indicated in the Purchase Order.

11 **Intellectual Property**

11.1 Rights granted on TrackLog® and TrackLog®App

11.1.1 TrackLog® and TrackLog®App as well as the Documentation remain the exclusive property of Sauermann.

11.1.2 For the strict purpose of performance of the Contract, namely the use of and access to TrackLog® and TrackLog®App in connection with the Goods, to the exclusion of any other measuring tools and/or data



transmission devices, and to the exclusion of any other purpose, Sauermann grants the Reseller a personal right, non-exclusive, non-transferable and non-transferable sub-licence to End Customers of a licence to use TrackLog® and, where applicable, TrackLog®App and their Documentation, for the implementation of the Services, under the conditions and within the limits defined in this Agreement, for the entire duration of the Agreement and for the Territory. Consequently, it is the Reseller's responsibility to ensure that the end Customer subscribes to contractual conditions that are at least equivalent to the provisions of this article **Error! Reference source not found.**

11.1.3 Sauermann also grants the Reseller a personal, non-exclusive, non-transferable and non-assignable right for the Territory to use one (1) copy of TrackLog® and TrackLog®App for the purpose of promoting them to End Customers, to the exclusion of any other media, in accordance with their Documentation. It is specified as necessary that the Reseller may grant to each End Customer a sub-licence under the same conditions for its own internal TrackLog®App demonstration purposes only.

11.1.4 This licence includes the right to access TrackLog® and TrackLog®App with a view to its temporary reproduction and representation on the Users' computers and TrackLog®App from the Users' mobile terminals, within the limits of the Subscription.

11.1.5 Notwithstanding the conditions of the licence granted by Sauermann on TrackLog®, the Reseller also undertakes to respect and ensure that the end Customer respects the conditions of use defined by the mobile application hosting platforms on which TrackLog®App is accessible.

11.1.6 Free modules

11.1.6.1 Sauermann recognises that Sauermann's Infrastructure such as TrackLog® and TrackLog®App include Free Modules.

11.1.6.2 The Reseller may, at any time, access the list of Free Modules in order to know their version, the licence to which they are subject, and the version of the licence which governs them, on simple request to Sauermann.

11.2 Server access rights

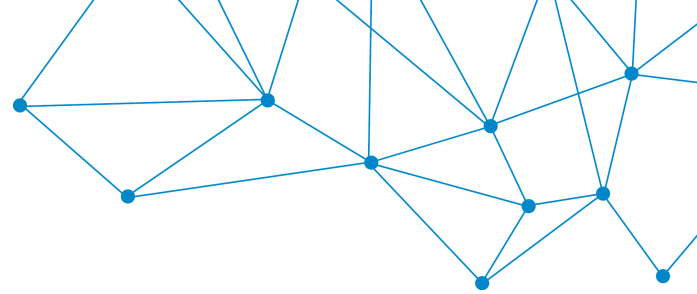
11.2.1 Sauermann has the use of the Server and allows the Reseller to authorise the End Customer to access it remotely only via TrackLog® and TrackLog®App, for use within the Services, which the Reseller irrevocably acknowledges.

11.2.2 In this respect, Sauermann declares to the Reseller that it has the intellectual property rights inherent in the Server and necessary for the use of the Services, in particular the software included therein.

11.2.3 This Agreement does not entail any transfer or concession of rights other than the non-exclusive right to use the Server, nor any alienation of the intellectual property rights relating thereto.

11.2.4 Server access conditions

11.2.4.1 The right to access, use and sub-license the Server under the conditions of article 11.2 is granted on a personal, non-exclusive and non-transferable basis to the Reseller, for the Territory and for the entire duration of this Agreement.



- 11.2.4.2 A sub-licence right is granted to the Reseller for the sole purpose of sub-licensing to the End Customer the rights to access and use the Server as indicated in article 11.2.4.1, without possible access given to third parties other than Users.
- 11.2.4.3 This right of use is defined as the right to access and use the Server insofar as this is necessary for loading, displaying, executing, transmitting or storing the Measurement Data collected and accessible via TrackLog® and TrackLog®App.
- 11.2.4.4 It is specified as necessary that the amount indicated in the Order Form and paid by the Reseller for the Services includes the licence grant set out in this Article 11.2.

11.3 Rights granted on Goods

- 11.3.1 Sauermann acknowledges that it has all intellectual property rights necessary for the use of the Goods by the End User.
- 11.3.2 Sauermann grants the Reseller the right to sub-license to the End Customer the use of the copyright on the Software integrated into the Gateway, under the conditions defined in this article 11 Reseller's obligation to have the End Customer subscribe to contractual conditions at least equivalent to the provisions of this article 11.2.

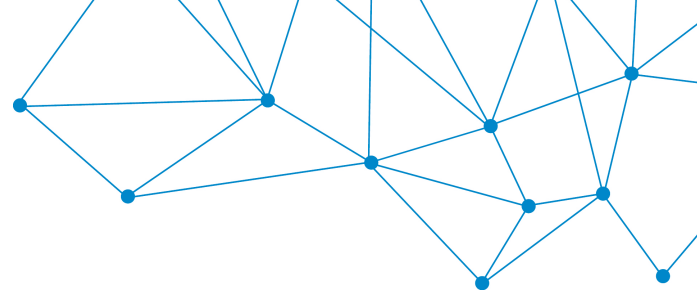
The right of use is defined as the right to access and use the Software from the Gateway to the extent necessary to use the Gateway.

- 11.3.3 Sauermann also grants the Reseller a personal, non-exclusive, non-transferable and non-assignable right for the Territory to use one copy of the Software installed on a Gateway for the purpose of promoting the Goods, to the exclusion of any other media, in accordance with its Documentation. It is specified as necessary that the Reseller may grant to each Final Customer a sub-licence under the same conditions for its own internal demonstration of the Goods only. This grant of licence does not constitute a transfer of the intellectual property rights of the Software, as required by the Gateway, to the Reseller.

11.4 Restrictions of use

11.4.1 Restrictions of use

- 11.4.1.1 Under the rights granted above, TrackLog® and TrackLog®App and the Software and the Server may be used in accordance with their exclusive purpose, in accordance with the terms of the Agreement and the Documentation for the sole internal needs of the End Customer, by the Users.
- 11.4.1.2 Unless Sauermann's prior written authorisation has been obtained, the Reseller undertakes that the End Customer shall, under no circumstances, i) combine TrackLog® and/or TrackLog®App and/or the Server and/or the Software with any other work, in particular software, ii) make TrackLog® and/or TrackLog®App and/or the Server and/or the Software available, by any means, from a third party, with the exception of Users, iii) leases, transfers all or part of TrackLog® and/or TrackLog®App and/or the Server and/or the Software to a third party, including the entities of the group to which it belongs and refrains from any use other than that granted by this Agreement.
- 11.4.1.3 Finally, the Reseller expressly prohibits and forbids the end Customer, directly or indirectly, including by any third party, by any means, to (or attempt to), without this list being exhaustive, modify, correct, adapt, translate, arrange, broadcast, transfer, distribute, decompile, make a back-up copy outside the conditions provided for in this Agreement, grant a loan, hire, transfer or any other type of making available by any



means whatsoever, including via the Internet, broadcast or commercialise free of charge or for a consideration, etc. TrackLog® and/or TrackLog®App and/or the Server and/or the Software and, in general, to alter it in any way whatsoever, including the proprietary notices (*copyright*).

11.5 Rights granted on the Knowledge Base

11.5.1 Principles

11.5.1.1 The Knowledge Base, the dedicated telephone numbers, the tools necessary to remotely take control of TrackLog® and TrackLog®App remain the sole property of Sauermann.

11.5.1.2 The Reseller acknowledges that :

- the Knowledge Base is Sauermann's know-how;
- All research and questions asked by the End Customers to the Hotline, as well as any answers provided, may be added to the Knowledge Base; this enrichment becomes the exclusive property of Sauermann.

11.5.2 Rights granted

11.5.2.1 The Reseller irrevocably acknowledges that the Knowledge Base constitutes a database made available by Sauermann in its capacity as producer of the said database within the meaning of the provisions of articles L.341-1 et seq. of the Intellectual Property Code.

11.5.2.2 For the strict purposes of the execution of the Contract, to the exclusion of any other purpose, Sauermann grants the Reseller a personal, non-exclusive, non-transferable and non-assignable right to use and sub-license, under the same conditions, the Knowledge Base for access only from TrackLog® and TrackLog®App and for the implementation of the Hotline Services, under the conditions and within the limits defined in this Contract, for the entire duration of the Contract and for the Territory.

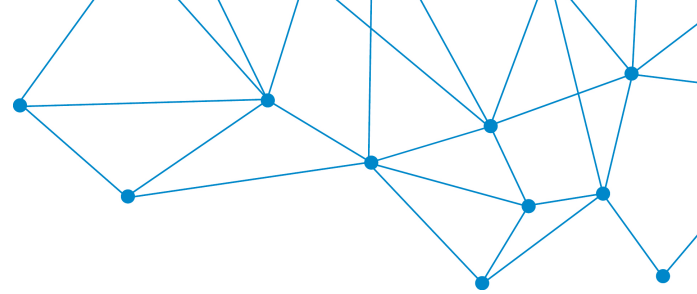
11.5.3 Restrictions of use

11.5.3.1 Under the rights granted above, the Knowledge Base may be used in accordance with its exclusive purpose, in accordance with the terms of the Agreement, for the internal needs of the End User Client only.

11.5.3.2 In accordance with the provisions of Article L. 342-1 of the French Intellectual Property Code, the Reseller undertakes and ensures vis-à-vis the end Customers to refrain from :

11.5.3.2.1 extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the Knowledge Base to another medium, by any means and in any form whatsoever, including for the purpose of use or consultation by a media and/or process(es) not authorised by Sauermann ;

11.5.3.2.2 reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the Knowledge Base, in any form, including by hypertext link, media and/or process(es) not authorised by Sauermann ;



11.5.3.2.3 the constitution, edition, maintenance, updating, import, export, making available to third parties, free of charge or against payment, and participation in the above-mentioned acts, of a competing database resulting from all or part of the Knowledge Base;

11.5.3.2.4 display on a screen by any other process or media other than those by which Sauermann intends to disclose the Knowledge Base as specified in Article 11.5.2.2.

11.5.3.2.5 in general, any extraction, use, storage, reproduction, representation or conservation, whether direct or indirect, partial or total, including in buffer or temporary memory, qualitatively or quantitatively substantial of the Knowledge Base, committed by one of the processes referred to above is strictly prohibited, including by a media not authorised by Sauermann.

11.5.4 Unless Sauermann has given its prior written consent, the Reseller undertakes that the End Customer shall under no circumstances (i) combine the Knowledge Base with any other work, including software, (ii) make the Knowledge Base available, by any means, to any third party, with the exception of Users, (iii) lease, transfer all or part of the Knowledge Base to a third party, including entities of the group to which it belongs, and shall refrain from any other use other than that granted by this Agreement.

11.5.5 Finally, the Reseller expressly prohibits and forbids the end Customer, directly or indirectly, including by any third party, by any means, to (or attempt to), without this list being exhaustive, modify, correct, adapt, translate, arrange, broadcast, transfer, distribute, decompile, make a back-up copy outside the conditions provided for in this Agreement, grant a loan, hire, transfer or any other type of making available by any means whatsoever, including via the Internet, broadcast or commercialise free of charge or for a consideration, etc. the Knowledge Base and, in general, to alter it in any way whatsoever, including *copyright* notices.

11.6 Ways of action

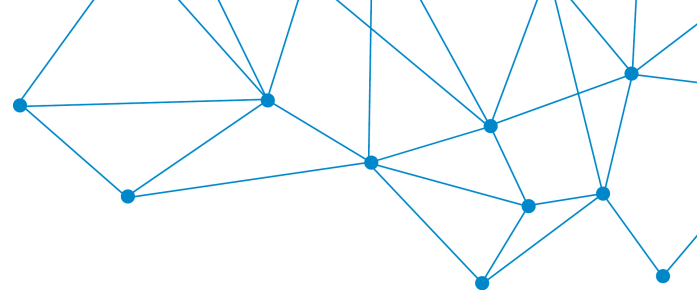
11.6.1 Subject to the above reservations, if the Reseller notifies Sauermann in writing and as soon as possible of the existence of an amicable or legal claim by a third party on the above-mentioned grounds and allows Sauermann to conduct the defence exclusively, including by way of settlement, Sauermann undertakes to pay the damages to which the Reseller and/or the end Customer would be condemned by a decision having the force of res judicata in the final instance and to bear all reasonable costs (lawyers, bailiffs, experts, etc.) resulting from such a claim.

11.6.2 In addition to the provisions of Clause 11.6.1, in the event of a final decision having the force of res judicata preventing the use of all or part of the Goods and/or the Software and/or TrackLog® and/or TrackLog®App and/or the Knowledge Base, Sauermann shall offer the Reseller one or more of the following solutions, at Sauermann's discretion:

11.6.2.1 the replacement or modification of the element concerned as soon as possible in such a way that it no longer infringes the rights of third parties;

11.6.2.2 the acquisition of the rights to the item concerned ;

11.6.2.3 reimbursement to the Reseller of the sums paid for the acquisition of the Goods and/or the Software and/or TrackLog® and/or TrackLog®App and/or the Knowledge Base which was the subject of the action of the third party at the origin of the legal decision.



11.6.3 However, Sauermann will not indemnify the Reseller in any way if claims made by third parties are caused by :

11.6.3.1 misuse, or contrary to the Documentation, of the Goods and/or the Software and/or TrackLog® and/or TrackLog®App which gives rise to the aforementioned claim;

11.6.3.2 the failure to implement Sauermann's recommendations and insofar as this failure is the cause of the aforementioned complaint;

11.6.3.3 the use of the Goods and/or the Software and/or TrackLog® and/or TrackLog®App with the help of equipment, hardware, software that originates from the aforementioned claim;

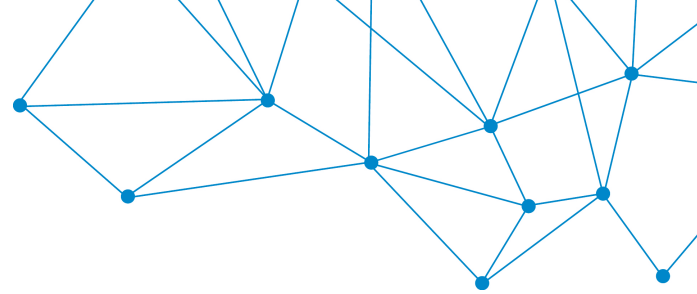
11.6.3.4 failure to comply with the terms of this Contract.

12 Transfer of ownership - Transfer of risks

- 12.1 In accordance with Articles L621-122 et seq of the Commercial Code, Sauermann reserves, until full payment has been received, a right of ownership of the Goods sold, enabling Sauermann to repossess the Goods in the event of non-payment.
- 12.2 The delivery of bills of exchange or of any security creating an obligation to pay does not constitute payment.
- 12.3 In the event of seizure of the Goods by third parties, the Dealer is obliged to inform Sauermann without delay.
- 12.4 The Reseller may not pledge or grant a security interest in the unpaid Goods under any circumstances. In the event of default of payment, the Customer shall not resell the Goods up to the amount of the unpaid Goods.
- 12.5 Any advance payment made by the Reseller shall be forfeited to Sauermann by way of lump sum compensation, without prejudice to any other action that Sauermann may be entitled to take against the Reseller as a result.
- 12.6 However, the risk of loss or damage to the Goods shall pass to the Reseller upon departure of the Goods from Sauermann's warehouses, which travel at the risk of the Reseller, who may, in the event of damage, make all claims against the carrier in accordance with the applicable laws and regulations.
- 12.7 The Dealer hereby undertakes to insure the Goods for the benefit of Sauermann against the risk of loss and damage by accident or otherwise, by means of an ad hoc insurance policy, until the complete transfer of ownership and risk and to provide evidence of this to Sauermann, at the latter's first request.
- 12.8 It is recommended that the Reseller does not discharge the carrier until he has checked the contents of his delivery and has ensured that the shipment is complete and in perfect condition. In the event of damage, loss or missing items, to express precise and reasoned reservations on the transport note and to send his claims by letter with acknowledgement of receipt to the carrier with a copy of the letter to Sauermann within 3 days from the date of receipt.

13 Service Levels

- 13.1 Sauermann undertakes to use all commercially reasonable means to ensure the availability of Tracklog® and/or Tracklog®App and/or the Server 24 hours a day, 7 days a week.



13.2 Nevertheless, the Reseller acknowledges that due to the indispensable intervention of third parties and in view of the nature of the Services, Sauermann cannot guarantee the uninterrupted accessibility of Tracklog® and/or Tracklog®App and/or the Server and is generally only bound by an obligation of means in this respect.

13.3 Sauermann shall use its best efforts to ensure that Tracklog® and Tracklog®App and the Server are individually available and functional for the Reseller at least 99% during each monthly calendar period of the Contract.

13.4 This percentage is calculated according to the following formula :

1.4 (Number of minutes in the month - Number of minutes of unavailability) x100

1.5 —

1.6 Number of minutes in the month

13.5 The Reseller expressly acknowledges that periods of inaccessibility due to (i) the prerequisites set out in Article 4 or, more generally, any cause originating from an obligation are not taken into account in the determination of the availability rate of Tracklog®, Tracklog®App or the Server. at the expense of the Reseller and/or the Final Customer (ii) a misuse of Tracklog® and/or Tracklog®App and/or the Server (iii) the planned maintenance periods of the Kimo Infrastructure and/or the Kimo Solution and/or Tracklog® and/or Tracklog®App and/or the Server (iv) any event of Force Majeure.

13.6 Finally, Sauermann will use its best efforts to intervene at the latest one (1) Working Hour after having received notification by email from the Reseller of a duly documented incident of such a nature as to enable Sauermann to take full cognizance of it and to reproduce it, and this during Working Hours or, from the first Working Hour for any request outside Working Hours.

14 Warrantys

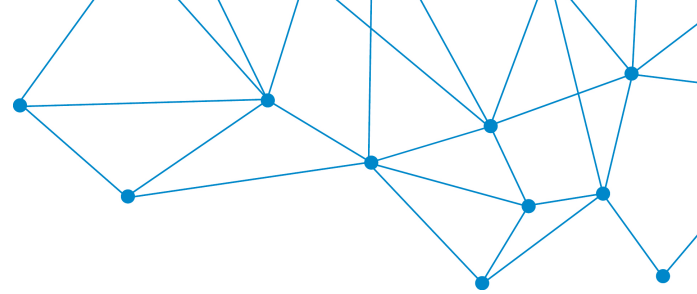
14.1 Sauermann guarantees

14.1.1 *General guarantees*

14.1.1.1 Sauermann does not guarantee that the Goods and Services sold are suitable for a particular problem specific to the end Customer's business. The Reseller undertakes to provide the end Customer with the technical characteristics of the Goods and Services to enable the end Customer, under his own responsibility and in accordance with his requirements as determined by him, to choose the Goods and Services covered by his Order Form.

14.1.1.2 The partial or total inability to use the Goods or Services, in particular due to incompatibility of equipment, shall not give rise to any compensation, reimbursement or liability on the part of Sauermann. Sauermann is therefore not liable to pay any compensation to the Reseller, End User or Users or to third parties for the consequences of the use of the Goods and Services, whether direct or indirect damage, accidents to persons, damage to property distinct from the Goods and Services sold, loss of profit or loss of profit, damage arising from deterioration or loss of data recorded by the Reseller or End User.

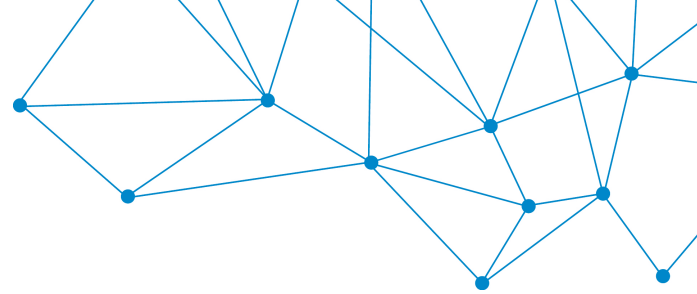
14.1.1.3 The photographs, texts, graphics, information and characteristics reproduced in the catalogue and on the Internet sites of which Sauermann is the publisher, illustrating the Goods presented, are not contractual.



Consequently, Sauermann cannot be held liable for any errors or omissions in any of these photographs, text and graphics, information and characteristics of the Goods.

14.1.2 *Warranties on Goods*

- 14.1.2.1 In addition to any warranty given by the Manufacturer, Sauermann provides a commercial warranty for a period of two (2) years from the date of delivery of the Goods to the Reseller, with the exception of the Software which is delivered as is, subject to the provisions of the Agreement, without any warranty other than its material existence. This commercial warranty may, in the event of a defect in the Goods which prevents their use, and subject to the use of the Goods by the Reseller in accordance with the Documentation and the terms of the Supply Agreement, only be given effect upon delivery by Sauermann of substitute Goods to the exclusion of any other compensation.
- 14.1.2.2 Any guarantee is excluded in the event of misuse, negligence or lack of maintenance of the Goods, such as in the event of normal wear and tear, or Force Majeure.
- 14.1.2.3 In the absence of any reservation or complaint made by registered letter with acknowledgement of receipt within 8 days of delivery concerning apparent defects or the non-conformity of the Goods delivered, the Goods delivered shall be deemed to conform in quantity and quality to the Purchase Order.
- 14.1.2.4 The guarantee does not apply in the following cases:
- Deterioration resulting from misuse or negligence of the Goods by the Reseller, the End Customer and/or a User;
 - Damage resulting from lack of supervision, insufficient maintenance, normal wear and tear or Force Majeure;
 - Replacement of consumables (batteries, cells...) and normally worn parts ;
 - Defects and consequences related to any external cause.
- 14.1.2.5 In order to assert the aforementioned rights, the Reseller must, on pain of forfeiture of any action relating thereto, inform Sauermann, in writing, of the existence of the defects with the appropriate justifications, within a maximum period of thirty (30) days from their discovery.
- 14.1.2.6 Sauermann's warranty is limited to the issue of a credit note or the outright replacement of Goods under warranty which are found to be defective, without any other type of compensation or repair being claimed from Sauermann, including but not limited to, damages.
- 14.1.2.7 Sauermann guarantees the proper functioning of the Goods only within the limits of their functionality, safety conditions and parameters set out in the Documentation. Any setting and/or use of any Goods contrary to the instructions set out in the Documentation by the Customer will release Sauermann from its obligation to comply with this clause.
- 14.1.2.8 To be able to benefit from this guarantee, the Customer must send Sauermann a detailed technical and operational description:
- The defect(s) that would prevent the proper functioning of the Goods;



- Acts possibly taken by the Customer to repair the Goods and/or find a solution to circumvent.

14.1.2.9 Apart from the foregoing warranties given by Sauermann, no other warranties are given in respect of the Goods, their delivery, characteristics and/or operation.

14.1.3 *Guarantees on Services*

14.1.3.1 Sauermann guarantees the correct operation of TrackLog® and TrackLog®App and the Knowledge Base and the Hotline and Hosting only within the limits of their functionalities, security conditions and parameters set out in the Documentation. Any configuration and/or use of TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server contrary to the instructions set out in the Documentation by the Reseller, an end Customer or a User will exonerate Sauermann from its obligation to comply with the present article.

14.1.3.2 However, Sauermann does not guarantee that the Measurement Data and/or the Contents are complete, accurate or truthful. The Measurement Data is made available in TrackLog® and, if applicable, TrackLog®App as transmitted to Sauermann without any further obligation.

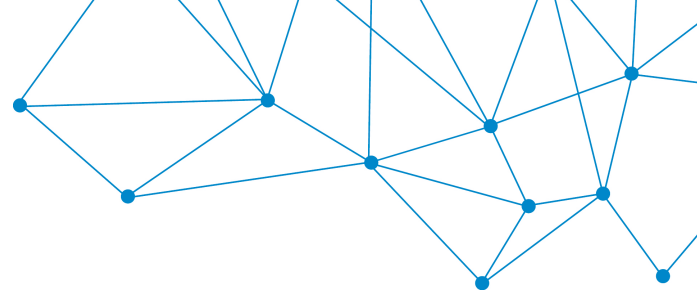
14.1.3.3 Sauermann guarantees that neither TrackLog®, TrackLog®App, the Knowledge Base nor the Server constitutes an infringement or violation of any intellectual property right, know-how, trade secret or more generally the rights of a third party. Therefore, if the Reseller notifies Sauermann in writing and as soon as possible of the existence of an amicable or legal claim by a third party on the aforementioned grounds and allows Sauermann to conduct the defence exclusively, including by way of settlement, Sauermann undertakes to pay the damages and interest to which the Reseller will be condemned by a decision having the force of res judicata in the final instance and to bear all reasonable costs (lawyers, bailiffs, experts, etc.) resulting from such a claim.

14.1.3.4 In addition to the provisions of Article 14.1.3.3, in the event of a decision having the force of res judicata preventing the Reseller from using all or part of TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server, Sauermann shall offer the Reseller and/or the end Customer one or more of the following solutions, at Sauermann's discretion :

- The replacement or modification of the item concerned as soon as possible in such a way that it no longer infringes the rights of third parties; or
- The acquisition of the rights to the item concerned ;

14.1.4 However, Sauermann will not indemnify the Reseller in any way if claims made by third parties are caused by :

- Incorrect use of TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server which is the cause of the aforementioned complaint;
- Failure to implement the Evolutions and insofar as the said failure is the cause of the aforementioned claim;
- The use of TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server with the help of third party equipment, hardware, software and which originates from the aforementioned complaint ;



- Non-compliance with the terms of this Contract, in particular the use, marketing or making available of TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server to the benefit of a third party who is not a User.

15 Responsibility

15.1 Principles

- 15.1.1 In general Sauermann is only bound by an obligation of means in the performance of its obligations under the Contract.
- 15.1.2 Each of the Parties shall do everything possible to minimise the damage that it may suffer in application of the Contract.
- 15.1.3 It is expressly agreed that the Reseller may only hold Sauermann liable under the Agreement for a period of one (1) year from the date when it should have had knowledge of the alleged harmful event.
- 15.1.4 Notwithstanding the provisions of Clause 15.1.3, in respect of the Goods it is expressly agreed that Sauermann's liability to the Reseller shall be limited to a period of one (1) month from delivery of the Goods.
- 15.1.5 Sauermann is not responsible for the Services:

15.1.5.1 The availability, irregular or regular operation, malfunction or maintenance of the End Customer's information system, the Goods, as well as the hardware, software, software packages, telecommunications systems, networks or any other third party system used by the End Customer or provided by a third party for the access and use of TrackLog® and/or TrackLog®App and/or the Server and/or the Knowledge Base by the Users ;

15.1.5.2 Interruption by Sauermann of the supply of all or part of the Services due to the non-respect by the Reseller of its contractual obligations under the Contract;

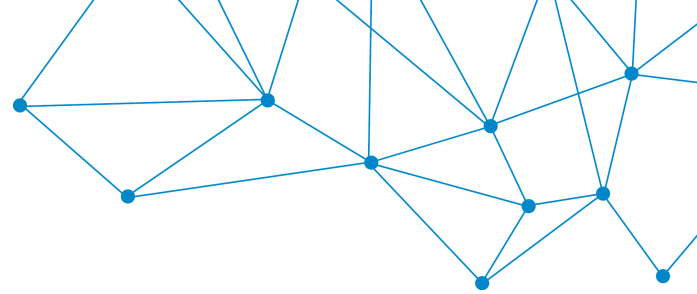
15.1.5.3 Any use of TrackLog® and/or TrackLog®App and/or the Server and/or the Knowledge Base contrary to the Documentation, and/or the destination of the Services and/or for illegal activities and/or activities that infringe the rights of third parties;

15.1.5.4 Incompatibility of the end customer's information system with TrackLog® and/or TrackLog®App and/or Server and/or Knowledge Base and/or Prerequisites and/or Documentation ;

15.1.5.5 Any contamination by any virus of the files, software programs, etc. of the Reseller and/or the end Customer and the possible damaging consequences of this contamination.

15.1.5.6 the deterioration of the Measurement Data due to the Reseller and/or the end Customer and/or failure to comply with the advice for use of the Services;

15.1.5.7 the total or partial destruction of the information transmitted or stored as a result of errors directly or indirectly attributable to the Reseller and/or an end Customer;



15.1.5.8 the interruption of the Service on the order of a competent administrative or judicial authority, as well as a notification from a third party of a manifest failure by the Reseller to fulfil its obligations under the Contract.

15.1.6 Due to the characteristics of the Internet, which the Reseller declares to be perfectly familiar with, Kimo cannot be held liable for, in particular :

15.1.6.1 the presence on the Server of any virus, Trojan horse, *ransomware*, *malware* or any other malicious software where Sauermann has taken commercially reasonable steps to prevent this;

15.1.6.2 (i) failure of the Internet telecommunication network operators, (ii) interruption of access to the Internet network due to maintenance operations on the network organised by the Reseller's Internet access provider(s) or (iii) suspension of the power supply to the Server due to the electricity operator.

15.1.7 In addition, given the particularities of the functionalities of TrackLog® and/or Tracklog®App, the environment in which it is operated, and the fact that the Measurement Data is transmitted by the End Customer under his sole responsibility, Sauermann cannot guarantee that the data, information, results, *reporting*, statistics and analyses resulting from the collection of the Measurement Data are free from any errors.

15.1.8 Nor does Sauermann guarantee any commitment to service levels with regard to the availability and/or operation of the Hotline.

15.1.9 Sauermann only makes a contractual commitment to the Reseller and does not make any commitment to third parties, in particular the end customer, unless a separate contractual commitment is made.

15.1.10 The Reseller contracts on its own behalf, under its sole responsibility, assuming the risks associated therewith, with the End Customers, in particular in the event that the Reseller grants them more rights, commitments, warranties, etc. than those entered into by Sauermann under the Agreement.

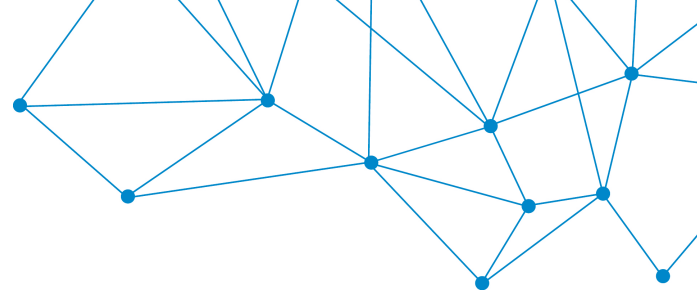
15.1.11 The Reseller undertakes to ensure that its End Customers enter into contractual commitments at least equivalent to those entered into under the terms of the Agreement, on the basis of the contractual documentation provided by Sauermann.

15.1.12 Without prejudice to the provisions of article 14.1, the Reseller shall therefore be responsible for any amicable or legal claim by an end Customer. The Reseller therefore undertakes to guarantee and indemnify Sauermann against any amicable or legal action that may be taken directly by one or more end Customers against Sauermann as a result of the implementation of the Contract.

15.1.13 Sauermann's liability can only be engaged in compensation for real, personal and certain prejudice suffered by the Reseller, including in relation to an end Customer, excluding any indirect prejudice, such as loss of turnover, clientele, data, prejudice to image suffered as a result of the execution, or poor execution, of the Contract.

15.2 Limitation of liability

15.2.1 IN GENERAL, AND IN PARTICULAR IN THE EVENT OF MULTIPLE CAUSES OF DAMAGE TO WHICH THEY ARE DUE, THE TOTAL AMOUNT OF DAMAGES AND INTEREST WHICH MAY BE REAVAILABLE IN ONE CALENDAR



YEAR'S PERFORMANCE OF THE CONTRACT, IN THE EVENT THAT THE RESELLER IS HELD LIABLE UNDER THE TERMS OF THE CONTRACT DUE TO THE NON-EXECUTION OR POOR EXECUTION OF THE OBLIGATIONS ARISING FROM THE CONTRACT, WILL NOT EXCEED HALF OF THE TOTAL AMOUNT OF THE INVOICE OF SAUERMANN ACTUALLY PAID BY THE RESELLER FOR THE EXECUTION OF THE CONTRACT DURING THE AFOREMENTIONED PERIOD, ALL DAMAGES AND PREJUDICES TAKEN TOGETHER.

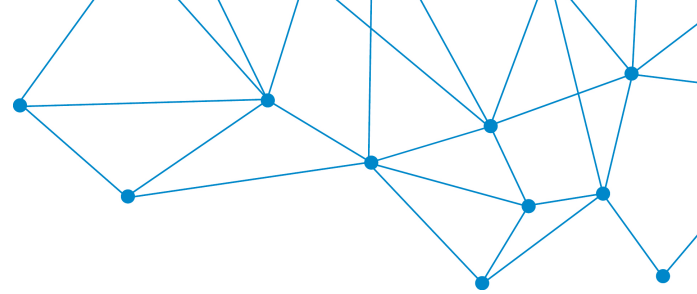
- 15.2.2 The provisions of Article 15 the Agreement constitute essential and determining conditions without which Sauermann would not have concluded the Agreement.

15.3 Force Majeure

- 15.3.1 In the event that an event of Force Majeure should occur during the performance of all or part of the Contract, the Parties shall decide as soon as possible, after notification of the event by one of them, on the measures to be taken and may, where appropriate, decide to suspend the performance of the Contract whose performance is prevented, by mutual agreement.
- 15.3.2 During its duration and within the limit of its effects, the event of Force Majeure suspends for the Party availing itself of it, the performance of the contractual obligations incumbent upon it.
- 15.3.3 Correlatively, each of the Parties shall bear all the costs incumbent upon it and resulting from the occurrence of the Force Majeure event.
- 15.3.4 In all cases, the Party affected by the event of Force Majeure shall do everything in its power to avoid, eliminate or reduce the causes of the delay and resume the performance of its obligations as soon as the event invoked has disappeared.
- 15.3.5 In the event that the Force Majeure event lasts longer than one (1) month, each of the Parties may automatically terminate the Contract, by registered letter with acknowledgement of receipt, without the other Party being able to claim damages as a result.

16 Protection of Personal Data

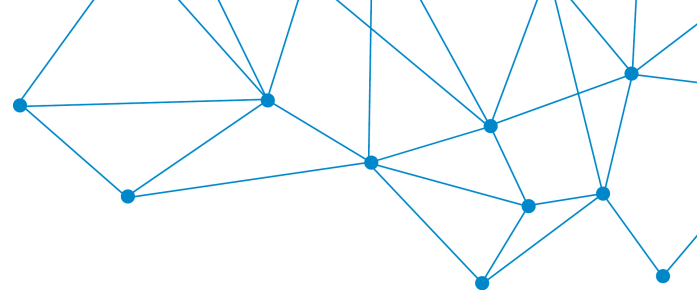
- 16.1 The Parties undertake to comply, in the context of the performance of this Contract, in particular the performance and use of the Services, with the Personal Data Regulations. To this end, Sauermann will communicate, for information purposes only, a Privacy Policy to the Reseller respecting the principles set out in the Contract, which the Reseller is free to amend.
- 16.2 In accordance with the Personal Data Regulations, Sauermann undertakes to take all reasonable precautions to safeguard the security of the Administrator's and Users' Personal Data, as well as any Data that may be included in the Data to which it may have access in the course of performing the Services and supplying the Goods and in particular to prevent it from being distorted, damaged or communicated to persons not authorised by Sauermann.
- 16.3 Sauermann therefore undertakes to comply with the following obligations and to ensure that these are observed by its staff:
- 16.4 To process the Administrator's and Users' Personal Data only on the documented instruction of the Reseller ;



- 16.5 Ensure that the persons authorised to process such Personal Data are committed to confidentiality or are subject to a legal and in any case appropriate contractual obligation of confidentiality;
- 16.6 Not to take any copies of the said Personal Data, except those necessary for the performance of the Services and the supply of the Goods;
- 16.7 Do not use the Personal Data processed for purposes other than those specified in this Contract;
- 16.8 Not to disclose these Personal Data to third parties, whether private or public, natural or legal persons;
- 16.9 To take all security measures, in particular material security measures, to ensure the conservation and integrity of the Personal Data processed during the duration of this Contract;
- 16.10 To process and store, within the framework of this Contract, Personal Data within the European Union. In the event that Sauermann is required to process and/or store the said Personal Data outside the European Union (and in particular in the United States), Sauermann will inform the Reseller in advance and no later than one (1) month beforehand, and must ensure that this transfer presents a level of protection in accordance with European requirements (by concluding, with its sub-contractor, the Standard Contractual Clauses adopted by the European Commission and/or by any equivalent contractual arrangement duly approved by the European Commission);
- 16.11 Take all measures to avoid any misappropriated or fraudulent use of Personal Data during the performance of the Contract;
- 16.12 At the end of the Contract, destroy all manual or computerised files (including copies) storing the Personal Data, within three (3) months following the end of the Contract, except for intermediate archiving;
- 16.13 To assist the Reseller, by means of appropriate technical and organisational measures, to fulfil its obligation to respond to the requests made by the final Customers and/or Users concerned in order to exercise their rights under the Personal Data Regulations;
- 16.14 To make available to the Reseller all information necessary to demonstrate compliance with the obligations under this Agreement and to enable audits, including inspections, to be carried out by the Reseller, the Final Customer or another auditor commissioned by it, and to contribute to such audits.

17 Privacy

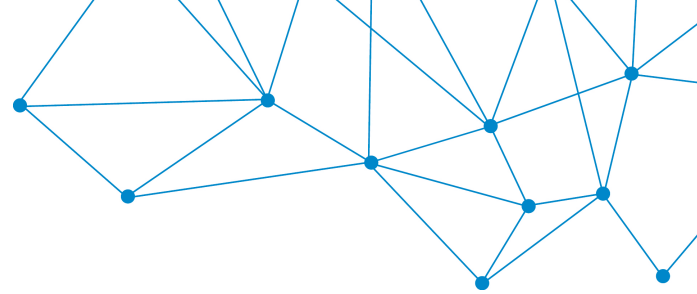
- 17.1 Each Party expressly and unconditionally undertakes to protect the Confidential Information that it has received and/or will receive from the other Party or of which it has had and/or will have knowledge in the course of the performance of the Contract.
- 17.2 Each Party expressly undertakes to treat as strictly confidential : (i) all the provisions of the Order Form; (ii) all data transmitted, where applicable, by the other Party; and cumulatively (iii) more generally, all information, results or data, of a technical, scientific, commercial, financial or other nature that has been and/or will be communicated to it by the other Party directly or indirectly in the context and during the performance of the Contract, whatever the medium, known or unknown, current or future, in any dimension, including digital media (Cd-Rom, Internet site, etc.). the Parties voluntarily intend not to give a restrictive character to this list).



- 17.3 Not considered as Confidential Information within the meaning of Article 17.2: (i) information and documents transmitted and exchanged between the Parties (i) of a public nature and/or (ii) intended for the public; (iii) information and documents transmitted to the receiving Party and for which the transmitting Party has expressly and in advance indicated to the receiving Party, in writing, the absence of confidential nature ; (iv) information and documents developed independently by a Party and not exchanged under the Contract; and cumulatively (v) information and documents which were already in the public domain at the time of their transmission and exchange between the Parties or which would fall into the public domain without the issuing Party concerned being responsible for such public disclosure.
- 17.4 Each Party expressly and unconditionally undertakes not to disclose the Confidential Information that it has received and/or will receive from the other Party or of which it has had and/or will have knowledge in the context of this Agreement.
- 17.5 Each Party therefore undertakes, both on its own behalf and on behalf of its employees, employees, subcontractors, consultants, whose strength it is, not to disclose the Confidential Information, to any person and in any form whatsoever, and not to use it for personal purposes and/or outside the performance of the Contract, except by order of a court of law or a legally competent administrative or supervisory authority.
- 17.6 Each Party further undertakes to take all necessary precautions to preserve this confidentiality as if it were its own information, and in particular, the Parties voluntarily agree not to make this list exhaustive: (i) to communicate and disclose the provisions of this Agreement and/or the Confidential Information only to those employees, servants, consultants or subcontractors who need it in the performance of this Agreement; and cumulatively (b) to ensure the physical, physical and software security of the Confidential Information by all appropriate means, including but not limited to keeping it in secure locations.
- 17.7 If either Party fails to respect its confidentiality undertakings as defined in Article 17, and without prejudice to the application of the provisions of Article 19 allowing the Party that is the victim of the default to invoke a cause for early termination of the Contract, the defaulting Party shall pay the Party that has suffered damage as a result of such default compensation.
- 17.8 This obligation of confidentiality is valid for the duration of this Agreement and for a period of two (2) years after its term.
- 17.9 Notwithstanding the Parties' obligations regarding Confidential Information, as more generally any other provision to the contrary in the Agreement, the Reseller irrevocably accepts that Sauermann may collect and use the Measurement Data of the End Customer, such as exchanges with End Customers in the context of the implementation of the Hotline Service, in particular the Knowledge Base, including commercially, in particular for the purposes of improving its products and/or services, such as setting up panels, benchmarks, etc. as soon as Users are not directly or indirectly identifiable and traceable to the said Measurement Data. The Reseller thus ensures that the end Customer agrees to grant Sauermann, as necessary, without any guarantee attached thereto, a non-exclusive, transferable and free of charge grant of rights to the aforementioned elements for the territory of the whole world and for a period of ninety-nine (99) years.

18 Environment

- 18.1 For Goods excluded from the scope of decree n°2005-829 relating to the composition of electrical and electronic equipment and the elimination of waste from this equipment, and in accordance with article L. 541-2 of the environmental code, it is the responsibility of the holder of the goods to ensure their elimination or to have them eliminated.



- 18.2 For the Goods concerned by the said decree, and in accordance with article 18 of decree 2005 - 829 relating to the composition of electrical and electronic equipment ("EEE") and the elimination of waste from this equipment, the organisation and financing of the removal and treatment of EEE waste, which is the subject of this Contract, are transferred to the Reseller who accepts them, with the onus on him to pass them on to the end Customer. The Reseller ensures that the end Customer takes responsibility for the collection of the Goods, their treatment and recovery in accordance with article 21 of the said decree. Sauermann hereby informs the Dealer of the potential effects on the environment and human health of the presence of hazardous substances in the Goods.
- 18.3 The Reseller must remind the end Customer that the latter must not dispose of the Goods at the end of their life with other municipal waste, in particular household waste, which is not sorted, but must use the selective collection points made available to him by the municipalities for the treatment of waste from the Goods, their recovery and recycling.
- 18.4 This ban is applicable today and will have to be recalled by the logo that appears on the latest appliances or their packaging.
- 18.5 The Reseller will inform the End Customer that he may also ask the Reseller to take back used Goods of the same type as the Goods or used Goods free of charge when purchasing Goods.
- 18.6 The Reseller will be informed of the cost of disposing of the waste from the Goods (environmental contribution) on his invoice, it being up to him to pass on these costs to the final Customer or not.
- 18.7 This amount of environmental contribution is included in the price paid when purchasing Goods.
- 18.8 The aforementioned obligations must be passed on by the successive professional resellers, if any, to the end user of the Goods. Failure by the reseller to comply with the obligations thus imposed on him may result in the application of the penal sanctions provided for in article 25 of decree n°2005-829 against him.
- 18.9 Further information is provided in the leaflet accompanying the Goods.

19 Termination and/or suspension

19.1 Termination for default

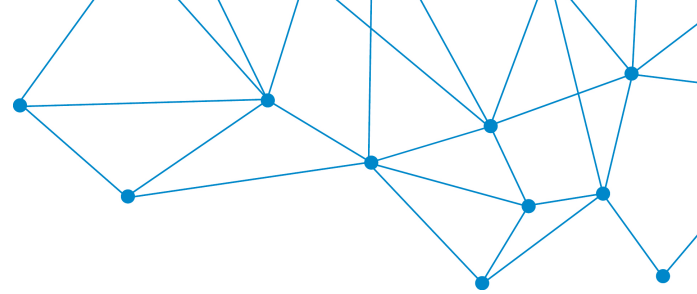
The Contract may be terminated at any time by either Party in the event of a breach by either Party of any of its obligations under this Contract, thirty (30) days after receipt of a letter of formal notice to remedy the breach in question which has remained without effect.

19.2 Suspension for default by the Reseller

The Services and/or the ordering of Goods may be suspended, in whole or in part, at any time by Sauermann in the event of the Reseller failing to comply with any of its obligations under the Contract, in particular in the event of non-payment of the relevant price.

19.3 Effects of termination

- 19.3.1 Without prejudice to the provisions of Article 19.2, any termination of the Contract, for whatever reason, shall not affect the rights and responsibilities acquired or payments due, nor the entry into force or



maintenance of all the provisions of this Contract, in particular the current Subscriptions, for which it is expressly or implicitly provided that they shall remain or shall come into force at the end of the Contract.

- 19.3.2 In the event of termination of this Agreement due to a breach by Sauermann, the End Customer shall be entitled to retrieve the Measurement Data processed within the framework of the Agreement in a simple and commonly used format (e.g. CSV file), with no limit on the storage of the data to be retrieved.

20 Insurance

- 20.1 Each Party certifies that it has taken out a professional civil liability insurance policy with a reputable solvent insurance company covering all liabilities incurred by it in the performance of this Contract.
- 20.2 Each Party undertakes to keep this insurance contract in force with an insurance company known to be solvent for the entire duration of this Contract.

21 Acceptance of the Contract

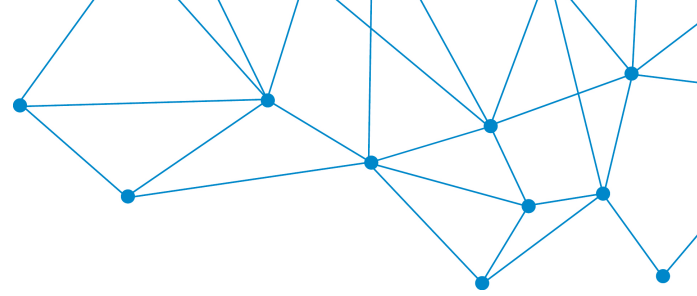
This Contract is expressly approved and accepted by the Reseller by the issue of an Order Form, the Reseller declaring that he has full knowledge of it, and therefore waives the right to rely on any contradictory document and, in particular, his own general terms and conditions of purchase.

22 Evidence

Pursuant to Article L.110-3 of the French Commercial Code, the Parties acknowledge and agree that exchanges by electronic mail, such as information from Sauermann's information system, including telecommunications infrastructures, in particular for the Hotline, constitute original documents between the Parties and will be proof, unless proven otherwise in writing.

23 General provisions

- 23.1 The Parties shall elect domicile at their registered office.
- 23.2 The fact that a Party does not invoke a breach by the other Party of one of its obligations cannot be interpreted in the future as a waiver of the obligation in question.
- 23.3 The Contract may only be amended or modified by written agreement between the Parties.
- 23.4 In the event that one or more of the provisions of the Contract shall be or become invalid, unlawful, unenforceable or unenforceable in any way, the validity, legality or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.
- 23.5 In such a case, however, the Parties agree to consult each other and to make every effort to incorporate into the Contract a new clause having the effect of restoring the common will of the Parties as expressed in the initial clause, in compliance with the applicable legal provisions and regulations.
- 23.6 Unless otherwise specified, deadlines are expressed in calendar days or months.



24 Applicable law - Amicable resolution

24.1 The Contract is subject to French law.

24.2 In the event of serious or persistent difficulty in the application or interpretation of the Contract, the Parties decide to attempt to resolve the dispute between them amicably and, failing agreement within fifteen (15) days, the dispute may be brought before the competent Courts within the jurisdiction of the Paris Court of Appeal by the most diligent Party.