



END USER LICENCE AGREEMENT (EULA)

This End User License Agreement (EULA) covers login to all online services provided by Sauermann; through websites, mobile Applications, PC applications, etc. Sauermann uses one set of login credentials to give the user access to all Sauermann online services; that means if the user has login credentials for example for TrackLog those can also be used to login to for example the SiCA application Sauermann Combustion, and vice versa. By accepting this End User License Agreement the user accepts the full document.

Sauermann Combustion:

Thank you for choosing a Sauermann product "Product".

Your Product is capable of providing you with services to manage, control and maintain your Product. The Product can be controlled via an application provided by Sauermann on your mobile device and/or PC (such as your cellular phone, tablet computer, personal computer, or other connected device) ("the App").

The Product, the App, the Sauermann Account, and also the software embedded in the Product and any updates thereto ("Product Software") are collectively referred to as the "Services".

In order to use the Services offered to you by Sauermann Industrie, ZA Bernard Moulinet Bâtiment C et N, Rue Koufra, 24700, Montpon-Ménéstérol, France, registered with the Trades and Companies Register (RCS) of Périgueux, no. 391 699 311 ("Sauermann/we") you need to:

- a. create an account for the use of the Service (the "Sauermann Account"), and accept the terms and conditions for use of the Services, set forth below, (the "Terms");
- b. acknowledge the Website and the App as formal channel of Sauermann communication to you eg. in relation to any changes in the Services or Terms governing such Services ("Formal Communication");
- c. accept that the that the information filled in when creating the Account is transferred from the Services to Sauermann for processing and storage. This includes but is not limited to: User name / Email, Password, Company name, Zip/Postal code, Country, Email Opt-out / Opt-in. Additionally the Serial number of the Product is transferred from the Services to Sauermann for processing and storage. During the use of the Services additional information may be sent from the Services to Sauermann for processing and storage; this information includes data that the user saves such as Operator database and Customer database, as well as information on the usage of the Product and/or Services such as callibration date, last usage, etc.
- d. activate the Services by connecting the Product as indicated in the instruction for use;
- e. acknowledge that the Services rely on the availability of the infrastructure/system requirements and services of third parties (such as ISP, carrier or other), whether contracted by you or Sauermann;
- f. If you do not wish to create a Sauermann Account you will not be able to use the Services. These Terms and Conditions are a binding legal agreement, and by using the Services, you agree to be bound by these Terms. The use of the Services for the Product is governed by these Terms.

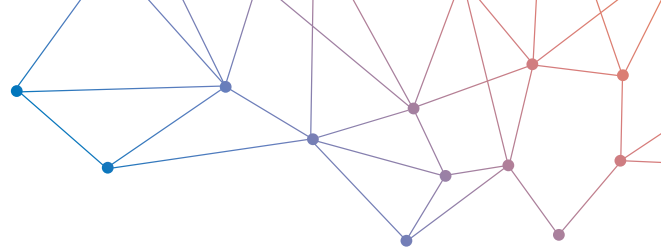
Suspension, Termination and Discontinuation

These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. At any time, Sauermann may (a) suspend or terminate your rights to access or use the Services, or (b) terminate these Terms with respect to you; if Sauermann in good faith believes that you have used the Services in violation of these Terms. Upon termination you are no longer authorized to use or access the Services.

Sauermann reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Sauermann will not be liable to you or to any third party for the exercise of the aforementioned right.

Account and activation

- (a) You may only create an Account and use the Services if you accept and comply with these Terms and applicable laws. Any use or access to the Services by anyone under the age of 13 is strictly prohibited and is a violation of these Terms.



- (b) You agree to: (a) accurately provide all contact and other information requested by Sauermann and notify Sauermann immediately of any change in the information; (b) maintain the confidentiality of your Account login information and for all activities that occur under your Account;
- (c) Sauermann reserves the right to limit the number of Accounts that can be created from a device and the number of devices that can be associated with a Account.

Access and Use

Sauermann grants you a non-transferable, non-exclusive and a limited right (without the right to sublicense) to access and use the Services by installing and using the App in connection with the Product solely on designated device(s) (e.g., iPhone, iPad, Android smartphone, or PC) registered on your Account (whether owned by you or another person), and subject to the Terms. This license is between you and Sauermann, and also covers the software embedded in the Product (and any updates thereto).

Automatic Software Updates

Sauermann or an authorized third party authorized may provide updates or change software for seamless Services and may do so remotely without notifying you. Updates or changes are subject to the Software Terms. If you do not want such updates, your sole remedy is to cease using the Services altogether. Sauermann may notify you of any critical updates via your email address.

Certain Restrictions

You agree to (a) not use the Services in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (b) use the Services only as intended by Sauermann; (c) not use the Services in any manner that could harm Sauermann, its service providers, or any other person; (d) not to republish, reproduce, distribute, display, post or transmit any part of the Services, and (e) not perform an action with the intent of introducing to the Products or Services viruses, worms, defects, Trojan horses, malware or any items of a destructive nature or disabling the Products, Services or other end users' devices; (f) not to circumvent or attempt to tamper with the security of or disable any of the Products or Services or other end user devices; (g) not to reverse engineer, decompile, or disassemble the Product(s) or Service(s), except to the extent that applicable law expressly prohibits the foregoing restriction; (h) comply with any other reasonable requirements or restrictions requested or imposed by Sauermann; not permit others to do any of the foregoing restricted acts.

Open Source

Certain items of independent, third party code included in the Services (and as indicated in the App or on the Website) are subject to open source licenses.

Privacy Notice

The Privacy Policy governing the use of the Services is available at the Website <https://sauermanngroup.com/en-INT/general-conditions-sale>. This Privacy Policy may change from time to time, so review it regularly and with care.

Third Parties and Third Party Fees

If you allow your Product to be controlled via a third-party device or app, you acknowledge that such third-party terms and conditions will apply.

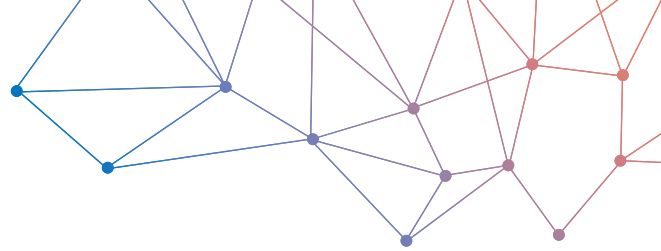
It is possible that when you use the Services you will also use a service, download a piece of software, or purchase goods that are provided by a third party. Those third-party services and products may have their own applicable rules and restrictions, separate from these Terms, and you need to abide by them in regard to that third party.

You acknowledge that you are responsible for all fees charged by third parties, such as your ISP or mobile device carrier, which provide you with specific requirements that enable you to use the Services.

Ownership and Intellectual Property

Sauermann owns the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Services. You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third party website) without Sauermann's prior written consent except to use the Services for their intended purposes. Sauermann retains all rights that are not otherwise expressly granted in these Terms.

If you submit a comment, suggestion or any other material ("Feedback") to Sauermann related to the Services (excluding any illegal content), you hereby assign all ownership in and to such Feedback to Sauermann, and acknowledge that we will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation



of confidentiality, attribution or compensation to you, or grant Sauermann a license to use such Feedback without any restrictions to the extent the foregoing is deemed ineffective.

The Product Software is licensed and not sold to you. The Terms grant you only the right to use the Product Software, but you do not acquire any rights, express or implied, in the Product Software other than those specified in these Terms of Use. Sauermann and its licensors retain all right, title, and interest in and to the Product Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Product Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Except as provided otherwise herein, you shall not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Product Software. You may not remove or destroy any product identification, copyright notices, or other proprietary markings or restrictions from the Product.

Warranty Disclaimers

Our goal is to provide you with a great service experience. HOWEVER DO KNOW THAT WE ARE ONLY ABLE TO PROVIDE YOU THE SERVICES «AS-IS» AND “AS AVAILABLE AND THAT YOU CANNOT RELY ON THE TIMELINESS OR ANY OF THE RESULTS THAT YOU MAY OBTAIN FROM THE SERVICES. This is among others due to the fact that the availability of the Services is also dependent on external circumstances such as and including without limitation your computer, mobile device, wiring, wi-fi network, your internet service provider and mobile device carrier or other third party services upon which Sauermann has no influence. Therefore Sauermann cannot warrant in relation to the Services the: availability, uptime, accuracy of results, accuracy of data, storage of data, accessibility in all countries, reliability of any resulting notifications, any specific level of savings or other monetary benefit.

Limitation of Liability

As much faith as we have in our Service, there is always the possibility that things don't work as they are supposed to. In the unfortunate event that the Service would not work or any content may be lost, please accept our sincerest apologies. We certainly understand that it is unfortunate and inconvenient. Unfortunately, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE CANNOT ACCEPT ANY LIABILITY FOR ANY DAMAGES INCURRED AS A RESULT OF YOUR USE OF THE SERVICES. IN ANY EVENT WE ARE NOT LIABLE FOR AMOUNTS EXCEEDING THE FEES PAID IN CONNECTION WITH THE SERVICES. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, SAUERMANN SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE AT LAW.

Formal Communication

From time to time, we may update these Terms. If we do, we will do this by Formal Communication. If we make a major change in the important points of these Terms (material change), we may alert you to the changes in a more prominent way. For example, we may temporarily highlight the new or revised sections in these Terms, temporarily post a prominent notice on the Website or registration/login page, or temporarily add the word «Updated» to the title of these Terms and/ or any hypertext links pointing to these Terms. In some instances, we may also send you an e-mail message or other communication telling you about the changes and any choices you may have or actions you can take before they go into effect. Your inaction or continued use of the Services, including access of the Website, after any such alerts or notices, or your acceptance of any changes for which we require your prior approval, will tell us that you agree to these changes.

Assignment and severability

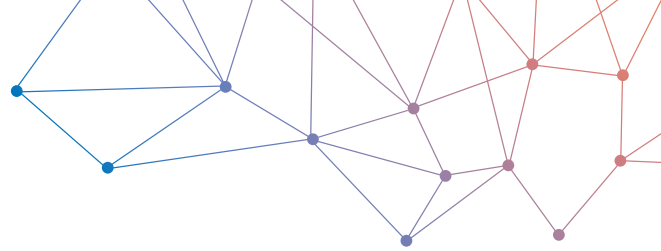
These terms of use and your rights and obligations under these Terms of Use are not assignable. If any provision of these terms of use is held to be invalid, illegal or unenforceable for any reason by any court or other competent body then the remaining provisions shall remain in full force and effect.

Governing Law

This Agreement shall be entered into, performed and interpreted in accordance with French law. In the event that the Parties experience severe or persistent difficulty in applying or interpreting this Agreement or one of its amendments, they shall first seek an amicable settlement to the dispute. Where no amicable settlement can be reached within eight (8) days, the matter may be referred to the competent courts by the first Party to act, as indicated below. WHERE AN AMICABLE SETTLEMENT TO ANY DISPUTE CONCERNING THE VALIDITY, PERFORMANCE OR INTERPRETATION OF THIS AGREEMENT CANNOT BE REACHED, THE PARTIES HEREBY EXPRESSLY AGREE THAT THE MATTER SHALL COME UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, FRANCE.

Embargos:

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree that you will not directly or indirectly, export or re-export the Product and Product Software to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained.



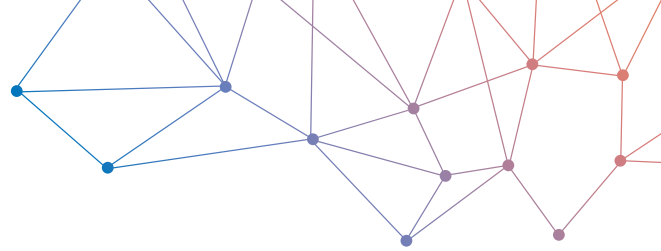
END USER LICENCE AGREEMENT (EULA)

TrackLog® and TrackLog®App

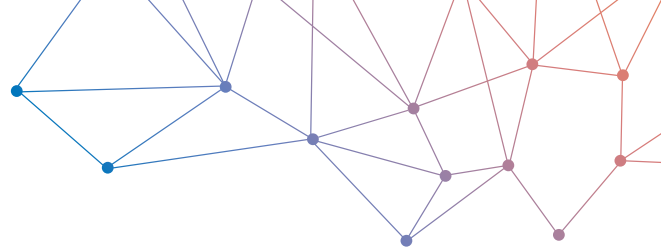
1. Definitions

For the purpose of this Agreement (as defined below), the Parties (as defined below) agree that the terms and expressions starting with an upper-case letter, in both the singular and the plural as relevant, shall have the meanings given below:

- 1.1. Subscription means the subscription period ultimately applicable to the end Customer during which it may access TrackLog® and, where applicable, TrackLog®App, subject to the maximum number of Accounts and connected Product(s) authorised by the Vendor and subject to the maximum number stated in the Order Form.
- 1.2. Administrator means the lead User, operating under the responsibility of the Customer and responsible, upon first login, for entering the Users' Credentials in TrackLog® in order to grant them subsequent access to TrackLog® and, where applicable, TrackLog®App.
- 1.3. Knowledge Base means the collection of "frequently asked questions" compiled and verified by Sauermann, containing all relevant questions posed by Users, including end Customers, relating to the use of TrackLog® and TrackLog®App, and including their interaction with the Goods, and answers to these questions as provided by Sauermann.
- 1.4. Order Form means the document formally setting out the scope of the Customer's Services and Subscription order as entered into with the Service Provider; such document may under no circumstances derogate from the terms and conditions set out in this document and/or the Documentation (including any amendments thereto).
- 1.5. Privacy Policy means the document published online at the following address: <https://sauermanngroup.com/en-INT/general-conditions-sale> and governing the Parties' respective obligations in relation to Personal Data protection as resulting from the performance of the Agreement by the Parties, and from Data Protection Law.
- 1.6. Customer means the individual or legal entity, as identified in the Order Form, subscribing to the Services on its own behalf and entering into this Agreement for such purpose.
- 1.7. Account means the personal right to access TrackLog® and TrackLog®App granted to an end Customer and, ultimately, to a User, subject to the maximum number authorised by Sauermann in accordance with the Subscription taken out by way of an Order Form.
- 1.8. Content means the human-machine interfaces of TrackLog® and TrackLog®App, and in particular any and all information, images, texts, hyperlinks, graphics, etc., whether protected by intellectual property rights or not, accessible via TrackLog® and/or TrackLog®App to the Customer, and in particular to the Users; Measurement Data are excluded from this definition.
- 1.9. Agreement means this document and the Documentation.
- 1.10. Documentation means the technical and/or functional user documentation for TrackLog® and TrackLog®App provided to the Customer in connection with this Agreement, including any updates thereto, in particular following a Change.
- 1.11. Measurement Data means any and all data and information that is collected by the Products (such as temperature, humidity, etc.) and transmitted via the Gateway, according to the Prerequisites, to the Service Provider's Infrastructure, and that is subject to Hosting, for subsequent provision to Users via TrackLog® and TrackLog®App.
- 1.12. Personal Data means personal data as defined by Data Protection Law.
- 1.13. Intellectual Property Rights means any and all intellectual property rights, including the rights defined below and all rights contained therein, derived therefrom or associated therewith, valid on French territory: (i) processes, designs, inventions, discoveries, patents; (ii) intellectual works, copyrights and other authors' rights; (iii) rights relating to the layout of electronic circuits; (iv) registered trademarks, trading names and other forms of identification for companies or products.
- 1.14. Change means any and all fixes, modifications, improvements and updates to TrackLog® and/or TrackLog®App, including the addition of new features.



- 1.15. Force Majeure means a unforeseeable and compelling event accepted as such in the meaning of Art. 1218 of the French Civil Code (Code Civil) and in the case law of the French Supreme Court of Appeal (Cour de Cassation).
- 1.16. Hosting means the hosting Service for Measurement Data collected by the Products via the Gateways, allowing such data to be aggregated and consulted from TrackLog® and/or TrackLog®App.
- 1.17. Business Hours means the following time periods: 8:30 am to 12 noon and 1:30 pm to 5:30 pm on Mondays to Thursdays, and 8:30 am to 12 noon and 1:30 pm to 5:00 pm on Fridays (excluding French public holidays).
- 1.18. Credentials means the user names and passwords supplied by the Service Provider and entered by the Users, under the terms and conditions set out herein, enabling the Users to access and use TrackLog® and TrackLog®App.
- 1.19. Confidential Information means the data and information classed as confidential in accordance with the provisions of Art. 15.
- 1.20. Service Provider's Infrastructure means the hardware and associated systems and software necessary to host, administer and access TrackLog®, including via TrackLog®App; the storage of Measurement Data is excluded from this definition. The Service Provider's Infrastructure is administered, maintained and hosted by the Service Provider.
- 1.21. Open-Source Modules means the code, scripts, modules and/or software subject to open- source licences.
- 1.22. Service Level Agreement (SLA) means the levels of availability and performance defined in Art. 12.
- 1.23. Party or Parties means, without distinction, the Service Provider or the Customer individually, or the Service Provider and the Customer collectively.
- 1.24. Option(s) means the Service options as described in Art. 5.3.
- 1.25. Prerequisites means all the prior requirements that the Customer must meet, as defined in Art. 4 of this Agreement.
- 1.26. Gateway means the hardware and electronic device produced by Sauermann, compatible with the Products and TrackLog®, enabling the receipt of Measurement Data from each Product transmitted via a wireless telecommunications signal, and enabling the transmission of such Measurement Data to the Service Provider's Infrastructure, via a telecommunications network to which the Customer has subscribed, such that it may be viewed on TrackLog®.
- 1.27. Product(s) means the measurement instruments, produced by Sauermann and sold by the Service Provider, capable of collecting the Measurement Data and transmitting it to the Gateway so that it may be made available on TrackLog®.
- 1.28. Service Provider means either Sauermann or the Vendor, depending on the contractual relationship with the Customers.
- 1.29. Data Protection Law means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, published in the Official Journal of the European Union on 4 May 2016, as transposed into French law by Act no. 2018-493 of 20 June 2018 amending the French Data Protection Act no. 78-17 of 6 January 1978.
- 1.30. Vendor means the independent professional authorised by the Service Provider to sell the Products, the Gateways and the Services on its own behalf and under its own responsibility.
- 1.31. Sauermann means Sauermann Industrie, a company having its registered office at ZA Bernard Moulinet Bâtiment C et N, Rue Koufra, 24700, Montpon-Ménéstérol, France, registered with the Trades and Companies Register (RCS) of Périgueux, no. 391 699 311.
- 1.32. Server means the hardware and software platform used by the Service Provider to provide the Services, including via cloud computing, and connected to the internet, and accessed by the Users in order to access the Measurement Data.
- 1.33. Services means the services and, where applicable, the Options provided by the Service Provider as defined in Art. 5.
- 1.34. TrackLog® means the software solution distributed by the Service Provider, in Software as a Service mode, for the purpose of analysing and interacting with the Measurement Data. TrackLog® is available at the following URL: <https://tracklog.inair.cloud/>, and is provided to the Customer under the terms and conditions set out in the Documentation.



- 1.35. TrackLog®App means the mobile app developed by the Service Provider, and downloadable from Google Play and App Store, allowing users to access TrackLog®.
- 1.36. User(s) means the Customer's employees, agents or suppliers, operating under all circumstances under the direction, control and responsibility of the Customer, and designated by the Customer to use the Services, and in particular to access TrackLog®, including via TrackLog®App, subject to the maximum number stated in the Order Form, and using the Credentials.

2. Purpose

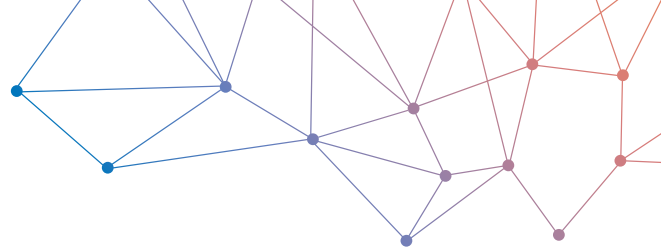
- 2.1. This Agreement sets out the legal, technical and financial terms and conditions under which the Service Provider undertakes to provide the Services.
- 2.2. The Services shall enable the Customer to make use of TrackLog®, TrackLog®App and the Measurement Data accessible therein.
- 2.3. The Customer hereby expressly recognises that the scope of the Services shall be limited to the access and use of Tracklog® and/or TrackLog®App, and to the saving of Measurement Data on the Server for subsequent consultation, and that this Agreement shall in no way govern the other services or Products that it may receive from the Service Provider.

3. Entry into force – Term – Amendment

- 3.1. This Agreement is entered into for a fixed term as indicated in the Order Form. The Service Provider shall provide the Customer with the access codes that the Customer requires to access TrackLog®, such that it is able to assign Credentials to the Users. The Customer shall receive such codes within five (5) business days after submitting the Order Form and receiving acceptance thereof from the Service Provider.
- 3.2. The Service Provider shall notify the Customer of the upcoming expiry date of the Agreement, unless the Agreement is terminated early under the terms and conditions set out in Art. 18. The Customer may, where applicable, renew the Agreement by issuing an Order Form to the Service Provider. In such an event, the Agreement shall be renewed under the same terms and conditions, including with respect to the Subscription. The Customer may retain the same Options or, where applicable, remove and/or add Options as required. The Service Provider shall issue new TrackLog® access codes.
- 3.3. This Agreement may only be modified by way of an amendment duly signed by the representatives of the Parties.

4. Prerequisites

- 4.1. The Customer hereby declares and recognises that it has been informed of the nature and scope of the Services, and in particular the features of TrackLog®. The Customer further recognises that it has received the necessary information and advice to assess the Service Provider's proposal. As a result, the Customer, having understood the potential, purpose, features and operating procedures of TrackLog® and the Services, and having duly considered the suitability thereof with respect to its requirements, has decided to take advantage of TrackLog® and the Services.
- 4.2. In accepting to use the Services, the Customer hereby confirms that it already meets, or that it shall meet no later than the date upon which it first uses the Services, the Prerequisites listed below:
 - 4.2.1. The Customer has purchased at least one (1) Product and one (1) Gateway supplied by the Service Provider. The Customer hereby recognises that it has been made aware of the necessary characteristics of the Gateway, and of the need for the Gateway to be compatible with the Products and with the Service Provider's Infrastructure.
 - 4.2.2. The Customer has subscribed to the services of one or more internet service providers, offering sufficient bandwidth in order to: (i) support the transfer of the Measurement Data from, as applicable, the Product(s), from the Product(s) to the Gateway(s), and from the Gateway(s) to the Service Provider's Infrastructure, and (ii) enable the Users to log into and use the Services.
 - 4.2.3. The Customer has subscribed to a Hosting Service with the Vendor for the Measurement Data, such that the Measurement Data may be stored and made available, in a consolidated format, via TrackLog® and TrackLog®App.
 - 4.2.4. In order to use TrackLog®, the Customer must also have PC or Mac computers and mobile devices (running on Android or iOS) that are recent enough to support the TrackLog® technology. The technical characteristics of the Customer's computers and mobile devices must also be at least equivalent to those set out in the Documentation.
 - 4.2.5. The Customer also comply with the usage and licence terms and conditions of the app hosting platforms on which TrackLog®App is available.



4.2.6. Lastly, the Administrator must create a personal account, registered to each named User, in order to access TrackLog®.

- 4.3. Where the Customer fails to meet the Prerequisites set out in this article, the Service Provider shall be unable to guarantee proper performance of its contractual obligations, and in particular those relating to the supply of its Services and the provision of TrackLog® and TrackLog®App under normal operating conditions.

5. Scope and performance of the Services

5.1. Provision of TrackLog® and, where applicable, TrackLog®App

5.1.1. The Service Provider undertakes to provide the Customer with remote, online access to TrackLog® in Software as a Service mode, such that the Customer is able to access and manage the Measurement Data and the Products. The Service Provider shall provide such access by way of a user licence for TrackLog® and, where applicable TrackLog®App, granted to the Customer and to the Users under the terms and conditions set out in Art. 11.

5.1.2. Depending on the chosen Subscription, the Service Provider shall provide access to the collected Measurement Data for thirty-six (36) months, calculated on a rolling basis.

5.1.3. The Service Provider shall provide the Services in accordance with the Documentation and the Service Level Agreement.

5.1.4. The Customer recognises that the nature and scope of the features available in TrackLog® and, where applicable, TrackLog®App, as provided by the Service Provider, shall depend on the Subscription and the Options chosen by the Customer. For the purposes of this Agreement, the provision of TrackLog® and, where applicable, TrackLog®App shall be treated as Options chosen by the Customer under the terms and conditions set out in the Documentation.

5.2. Hosting of the Measurement Data

5.2.1. The Service Provider shall provide the Customer with a Hosting Service for the collected Measurement Data accessible via TrackLog® and TrackLog®App, by allocating the Customer storage space on the Server under the terms and conditions set out in the Agreement and in accordance with the Service Level Agreement.

5.2.2. THE PARTIES HEREBY RECOGNISE THAT THE MEASUREMENT DATA SHALL BE STORED ON THE SERVER FOR THE TERM OF THE AGREEMENT AS INDICATED IN THE AGREEMENT AND SHALL BE AUTOMATICALLY DELETED UPON THE EXPIRY OF THE AGREEMENT FOR WHATEVER REASON, INCLUDING WHERE THE CUSTOMER ENTERS INTO AN AGREEMENT FOR A NEW TERM. THE CUSTOMER IS THEREFORE RESPONSIBLE FOR ENSURING THAT SUCH MEASUREMENT DATA ARE, IF REQUIRED, EXTRACTED AND RETRIEVED IN A TIMELY FASHION.

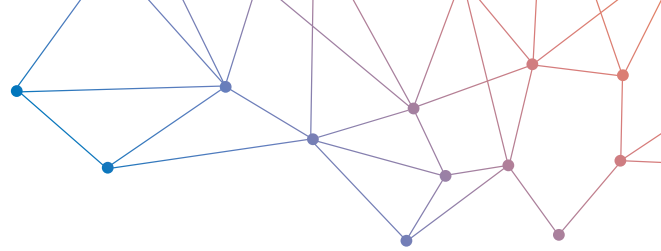
5.2.3. The Customer is hereby duly informed that the Server is pooled and used to provide the Services to multiple customers. As such, the Customer shall not enjoy exclusive use of the Server, either territorial or commercial.

5.2.4. The Services include (i) Server hardware and software maintenance services performed by the Service Provider in order to ensure the continuity of the Services under the terms and conditions set out in Art. 12.1, and (ii) Changes. As a consequence, where the Customer reports an incident, the Service Provider shall fix the associated issue within the time frame and under the terms and conditions set out in Art. 12.

5.3. Available Options

5.3.1. The Customer may also decide to purchase technical support, including use of a support hotline during the Business Hours and direct access to an email contact form, from within TrackLog®, where the Customer may request support, from technical experts appointed by the Service Provider, with any issue relating to the use of TrackLog®.

5.3.2. The technical support shall also include the ability for the Service Provider to take remote control of the Customer's computer or other (non-mobile) device in order to assist with the configurations and/or use of the Products, the Gateway, TrackLog® and/or TrackLog®App. The Customer hereby recognises that such assistance shall in no way serve as a guarantee of the proper functioning of the Gateway and the Products.

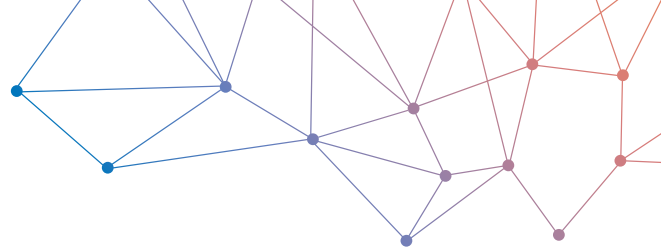


6. Excluded services

- 6.1. The following services are not included in this Agreement (non-exhaustive list):
 - 6.1.1. Delivery, configuration and maintenance of the Products and/or the Gateway and/or telecommunication services and/or viewing devices (computers/mobile devices) and the configuration of TrackLog® and, where applicable, TrackLog®App on such devices.
 - 6.1.2. Maintenance of the Products and/or Gateways and/or telecommunication services required to use the Hotline Services and/or the Hosting Services and/or the viewing devices (computers/mobile devices).
 - 6.1.3. Remote control of the viewing devices (computers/mobile devices) of end Customers.
 - 6.1.4. Recovery of Measurement Data destroyed for whatever reason, in particular for a reason attributable to the Customer or to a case of Force Majeure.
 - 6.1.5. Modification of TrackLog® and/or, where applicable, TrackLog®App, for use on any device other than a PC or Mac computer or, where applicable, on a mobile device, and any special development necessary for the Customer to be able to access TrackLog® and/or, where applicable, TrackLog®App.
 - 6.1.6. The fixing of bugs and faults caused by improper operation of the Customer's software programs and/or the Customer's infrastructure and/or hardware on which TrackLog® and/or, where applicable, TrackLog®App is/are accessible, and where such improper operation is not caused by the use of TrackLog® and/or, where applicable, TrackLog®App.

7. Access arrangements

- 7.1. Accessing TrackLog® and TrackLog®App
 - 7.1.1. TrackLog® is accessed via the Service Provider's Infrastructure in Software as a Service mode, from computers connected to the Internet. TrackLog®App, meanwhile, can only be accessed from mobile devices.
 - 7.1.2. In order to enable the Users to access TrackLog®, the Service Provider shall provide the Customer with access codes enabling the Administrator to generate and share with Users the Credentials they require to access and use TrackLog®. To this end, the Customer, or the Administrator, shall enter its Credentials, its personal and contact details, and the serial number and code of the Products that the Customer wishes to associate with TrackLog®.
 - 7.1.3. The Customer recognises, and shall ensure that the Users recognise, that such Credentials are the only means by which the User can log into and access TrackLog® and/or, where applicable, TrackLog®App. No other login method shall be possible.
 - 7.1.4. Any access to TrackLog® and/or, where applicable, TrackLog®App using the above- mentioned Credentials shall automatically be considered to have been performed by the Customer and/or its Users.
 - 7.1.5. The Customer hereby recognises that it is exclusively liable for the actions of the Users. The Customer shall require the Users to keep the Credentials strictly confidential, not to disclose them to third parties in any manner whatsoever, including temporarily, and only to use them for strictly personal use of TrackLog® and/or, where applicable, TrackLog®App.
 - 7.1.6. In the event that a User's Credentials are forgotten, stolen or used fraudulently, the Customer shall notify the Service Provider without delay, such that the Service Provider may supply the affected User with new Credentials. The Customer remains liable for any and all use of TrackLog® and/or, where applicable, TrackLog®App from Users' personal accounts until the Service Provider receives the above- mentioned notification.
 - 7.1.7. The Customer undertakes to notify the Service Provider immediately in the event of unauthorised use of the Credentials of one or more Users, or of any other security breach. The Service Provider shall not be held liable for any harm caused to the Customer in the event that another person uses its Credentials, either with or without its consent.
- 7.2. Arrangements for accessing the Servers
 - 7.2.1. The Server is operated by the Service Provider. The Customer hereby irrevocably recognises and accepts that it is granted remote access to the Server exclusively via TrackLog® and TrackLog®App, and solely for purposes relating to the Services.
 - 7.2.2. The Service Provider hereby declares to the Customer that it benefits from the Intellectual



Property Rights inherent in the Server and necessary for use of the Services, including the software contained therein (excluding TrackLog® and TrackLog®App, as applicable, which are governed by separate contractual terms and conditions).

7.2.3. In no way does this Agreement constitute the transfer or concession of any rights other than the non-exclusive right to use the Server. Likewise, it does constitute disposal of the associated Intellectual Property Rights.

7.2.4. Conditions governing access to the Server

7.2.4.1. The right to access and use the Server under the terms and conditions set out in Art. 7.2 is granted to the Customer, and in particular to the designated Users, on a personal, non-exclusive and non-transferable basis, on French territory, and for the entire term of this Agreement.

7.2.4.2. This right of use shall cover the use of the Server, by the Customer, for its own purposes. The Customer shall not allow any third parties other than the Users to access it.

7.2.4.3. This right of use is defined as the right to access and use the Server as necessary in order to upload, display, execute, transfer or store the collected Measurement Data accessible via Tracklog® and TrackLog®App.

7.2.4.4. For all intents and purposes, the Parties hereby recognise that the amount stated in the Order Form and paid by the Customer in connection with the Services shall include the licence granted under the terms of this article (Art. 7.2).

7.2.5. Restrictions

7.2.5.1. The Customer shall expressly refrain from:

7.2.5.1.1. modifying, attempting to modify, disassembling or attempting to disassemble the computer codes present on the Server, or, more generally, from directly or indirectly altering such codes in any way whatsoever;

7.2.5.1.2. leasing or sub-letting the Server and the Services, whether directly or indirectly;

7.2.5.1.3. transferring the right of use of the Server and the Services to any third party, including a service provider, such as in connection with a managed services operation.

7.2.5.2. Where the Customer uses the Server and/or the Services for any purpose other than those for which the licence is expressly granted, or in any manner inconsistent with the terms and conditions expressly set out in the Agreement, the Service Provider shall serve notice by registered letter with acknowledgement of receipt. Where such notice remains unheeded for forty-eight (48) hours, the Service Provider shall be entitled to terminate this Agreement.

7.3. Arrangements for accessing the Options

7.3.1. Where the Customer has taken out an Option, the Service Provider shall provide the Customer with a unique, dedicated telephone number.

7.3.2. In addition, the remote control Service shall only be available to Customers that have taken out a specific, additional Option. This Service is accessed via the support hotline. The adviser shall, at his or her discretion and according to the circumstances, decide whether it is necessary to take remote control of the Sauermann Infrastructure, and of TrackLog® and TrackLog®App.

7.3.3. Lastly, installation support shall be available to Customers that have taken out this specific Option. The Service Provider shall provide the Customer with the dedicated telephone number as applicable.

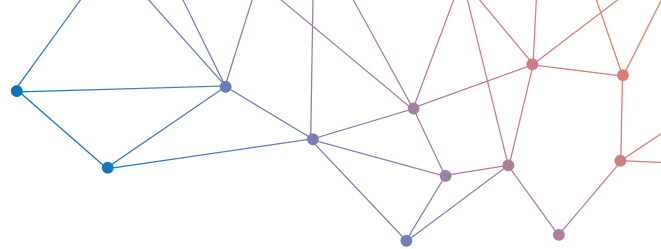
8. Financial terms and conditions

8.1. Fees and pricing

8.1.1. In return for the performance of the Services, and for the Intellectual Property Right licences granted by the Service Provider to the Customer in connection with the Server, and with TrackLog® and/or, as applicable, TrackLog®App, the Customer shall pay the Service Provider an amount as indicated in the Order Form.

8.1.2. The fee payable shall be based on the chosen Subscription and the number of Products connected to TrackLog®.

8.1.3. The fee shall constitute financial compensation for the licences granted by the Service Provider to the Customer in connection with any and all Intellectual Property Rights in its possession and



under the terms and conditions set out in Art. 11.

8.1.4. Access to the Options shall be dependent on the prior payment, by the Customer, of the fixed fee stated in the Order Form.

8.2. General invoicing arrangements

8.2.1. All payments shall be made in euros, by bank transfer, within thirty (30) days of the dates on which the Service Provider issued the invoice.

8.2.2. The Parties hereby expressly agree that, unless the Customer has requested extra time to pay an invoice in a timely manner and the Service Provider has granted such extra time expressly and in writing, the Service Provider shall serve notice to the Customer. Where such notice remains unheeded for thirty (30) days, the following provisions shall apply automatically, without prejudice to Art. 18:

8.2.2.1. All outstanding amounts due by the Customer in connection with the Agreement shall become payable with immediate effect, irrespective of the agreed payment terms.

8.2.2.2. The Service Provider shall charge the Customer late-payment interest equal to one-and-a-half times the legal interest rate in force on the invoice date, such interest being payable merely as a consequence of the breach of the contractually agreed term. The interest shall be calculated on a pro-rata basis over a period of one (1) month.

8.2.2.3. The performance of all ongoing Services, of whatever nature, shall be suspended, without prejudice to the Service Provider's right to terminate the Agreement, at its discretion, as set out in Art. 18.

8.3. Any disagreement relating to the invoice or the nature of the Services shall be set out in a registered letter with acknowledgement of receipt, sent no later than fifteen (15) days from the invoice date. Where the Customer does not issue such a registered letter with acknowledgement of receipt, it shall automatically be deemed to have accepted the invoice.

8.4. The Service Provider may, at its discretion, charge the Customer a fixed sum of forty euros (€40) to cover debt recovery costs, pursuant to Art. L.441-6 of the French Commercial Code (Code de Commerce).

9. Changes

9.1. The Service Provider may, at its discretion and from time to time, make Changes to TrackLog® and/or TrackLog®App and/or the Servers and/or the Documentation, provided that such Changes do not constitute a regression, including of the features and/or the Service Level Agreement.

9.2. The Customer shall use all reasonable endeavours to take account of the Changes and/or the Documentation such that it is able to benefit from the Services.

9.3. Where the Changes render TrackLog® and/or TrackLog®App and/or the Servers unavailable to the Users or where, as a result of such Changes, the Customer is unable to use the Services through no fault of its own, the Customer shall serve notice on the Service Provider by registered letter with acknowledgement of receipt. Where such notice remains unheeded for thirty (30) consecutive calendar days, the Customer shall be entitled to terminate the Agreement.

10. Obligations of the Parties

10.1. Obligation to cooperate

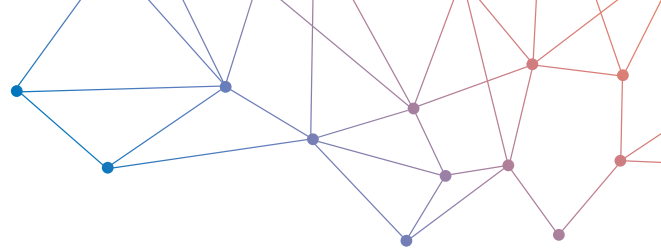
10.1.1. The Parties hereby recognise that proper performance of this Agreement requires close collaboration throughout the term thereof.

10.1.2. In particular, each of the Parties undertakes to:

10.1.2.1. Provide the other Party (or any other person designated by such Party) with any and all information, statements or other documents reasonably necessary for the proper performance of the Agreement, in a timely manner, in the required format, and without charge.

10.1.2.2. Inform the other Party without delay of any problem or difficulty of which it becomes aware or that it may encounter in connection with the performance of this Agreement.

10.1.2.3. Keep the other Party informed of any action it takes that may, to its knowledge, significantly affect the performance of the Agreement.



10.2. Obligations of the Service Provider

10.2.1. The Service Provider undertakes, on a best-endeavours basis, to perform the Services pursuant to the Agreement and, more generally, to comply with the Service Level Agreement set out in Art. 12.

10.2.2. The Service Provider therefore undertakes to:

10.2.2.1. define and implement the processes and resources necessary for the provision of the Services;

10.2.2.2. inform the Customer, within a reasonable time frame, of any difficulties that the Service Provider and/or the User has encountered or may encounter in the performance of tasks, including proposals for resolving and anticipating such difficulties, for the purpose of performance of the Agreement;

10.2.2.3. inform the Customer of any maintenance operations performed on the Service Provider's Infrastructure, the Server, TrackLog® and/or TrackLog®App.

10.3. Obligations of the Customer

10.3.1. The Customer shall pay for the Services under the terms and conditions set out in Art. 8 of the Agreement.

10.3.2. The Customer shall cooperate actively throughout the term of the Agreement, in particular by supplying the relevant information, in documented format, that the Service Provider considers reasonably necessary for proper performance of the Services, and to inform the Service Provider of any installed antivirus software and/or firewalls and/or similar protection systems, and updates thereto, that could directly or indirectly affect access to TrackLog® and/or TrackLog®App.

10.3.3. The Customer shall take whatever steps are necessary to support effective cooperation between the Users and the Service Provider, and with all relevant personnel.

10.3.4. The Customer hereby declares, warrants and undertakes:

10.3.4.1. To access and use TrackLog® and/or TrackLog®App and/or the Server in good faith, in a reasonable manner, and in accordance with the terms of this Agreement and applicable law.

10.3.4.2. Not to use systems or software other than those supplied by the Service Provider that could potentially: (i) affect the proper functioning of TrackLog® and/or TrackLog®App and/or the Hosting Service and/or the Measurement Data, or (ii) extract, modify, view (including in buffer or temporary memory) or make personal use of all or part of TrackLog® and/or TrackLog®App and/or the Server.

10.3.4.3. Not to directly or indirectly sell TrackLog® and/or TrackLog®App and/or the Server, or access to TrackLog® and/or TrackLog®App and/or the Server.

10.3.4.4. That the information relating to the Users, as entered when creating the personal account and subsequently, shall remain accurate, truthful and up to date at all times.

10.3.4.5. Not to limit or attempt to limit access to and/or use of TrackLog® and/or TrackLog®App by other licence-holders, including involuntarily.

10.3.4.6. To ensure that the use of TrackLog® and/or TrackLog®App and/or the Server does not affect or compromise the stability, security and quality of the Service Provider's and third parties' networks, bandwidth or Infrastructure.

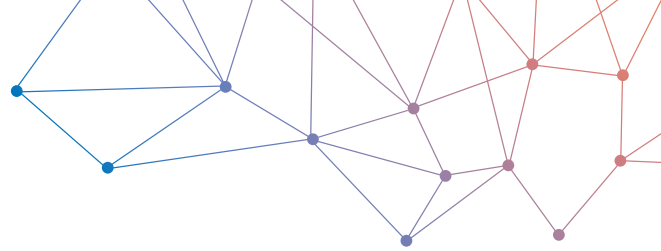
10.3.4.7. To protect its information system, computer hardware and the mobile devices from which it accesses TrackLog® and/or TrackLog®App and/or the Server with a reputable and up-to-date antivirus program, and to keep its technical and internet access systems in perfect working order such that it is able to access and use TrackLog® and/or TrackLog®App and/or the Server in an optimal manner.

10.3.4.8. To ensure that the Users are adequately trained to be able to use TrackLog®, TrackLog®App and the Measurement Data.

11. Intellectual property

11.1. Licensed Intellectual Property Rights

11.1.1. TrackLog®, TrackLog®App, the Content and the Documentation shall remain the exclusive property of Sauermann.



11.1.2. Strictly for the purposes of performance of the Agreement, i.e. the use of and access to TrackLog® and/or TrackLog®App and the Server, and to the exclusion of any other purpose, the Service Provider grants the Customer a personal, non-exclusive, non-assignable and non-transferable license to use TrackLog® and, where applicable, TrackLog®App and the associated Documentation for implementation of the Services, subject to the terms, conditions and limits set out in this Agreement, for the entire term of the Agreement, and for the Customer's territory.

11.1.3. This license includes the right to access TrackLog® for temporary reproduction and representation on the Users' computers, and to access TrackLog®App from the Users' mobile devices, for use by the Users up to the number of Products and Users stated in the Order Form.

11.1.4. Notwithstanding the terms of the TrackLog®App licence granted by the Service Provider, the Customer also undertakes to comply with the terms and conditions of use applicable to the mobile app hosting platforms from which TrackLog®App is accessible.

11.2. Licensed Intellectual Property Rights for the Server

11.2.1. The licensed Intellectual Property Rights for the Server are defined in Art. 7.2.

11.3. Usage restrictions

11.3.1. Pursuant to the licensed Intellectual Property Rights as defined above, the Users may use TrackLog®, TrackLog®App and the Server for the exclusive purpose as stated, in accordance with the terms of the Agreement and the Documentation, and for the Customer's internal purposes only.

11.3.2. The Customer shall under no circumstances, except where authorised to do so by the Service Provider in writing: (i) combine TrackLog® and/or TrackLog®App and/or the Server with any other work, and in particular with a software program, (ii) make TrackLog® and/or TrackLog®App and/or the Server available to any third party other than the Users, by any means whatsoever, (iii) lease or transfer TrackLog® and/or TrackLog®App and/or the Server, in whole or in part, to any third party, including entities of the group to which it belongs. The Customer shall refrain from using TrackLog® and/or TrackLog®App and/or the Server for any purpose other than those authorised in this Agreement.

11.3.3. In particular, the Customer shall expressly refrain from, and shall prohibit third parties from, directly or indirectly and by any means, carrying out or attempting to carry out actions including but not limited to: modifying, correcting, adapting, translating, arranging, disseminating, transferring, distributing, de-compiling, making a backup copy of (other than as permitted by this Agreement), leasing, sub-letting, assigning or otherwise making available by whatever means including via the internet, distributing or marketing, free of charge or for payment, TrackLog® and/or TrackLog®App and/or the Server, and, more generally, from making alterations thereto in any way whatsoever, including the copyright notices.

11.4. Open-Source Modules

11.4.1. The Customer recognises that the Service Provider's Infrastructure, TrackLog® and TrackLog®App contain Open-Source Modules.

11.4.2. The Customer may, from time to time, request a list of such Open-Source Modules from the Service Provider in order to determine their version, the licence by which they are covered, and the version of such licence.

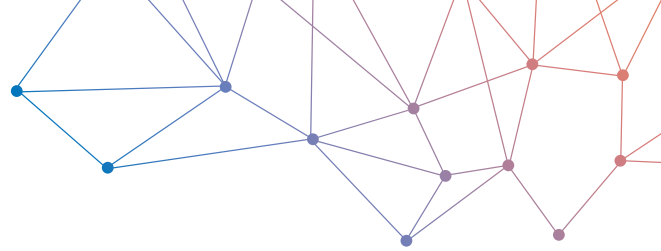
11.5. Licensed rights for the Knowledge Base

11.5.1. Principles

11.5.1.1. The Knowledge Base, the dedicated telephone numbers, and the systems used to take remote control of TrackLog® and TrackLog®App shall remain the exclusive property of Sauermann.

11.5.1.2. The Customer hereby recognises that:

- the Knowledge Base constitutes the know-how of Sauermann;



- all searches and, where the Customer has purchased an Option, questions asked via the support hotline and any answers provided may be added to the Knowledge Base, and that such additions shall become the exclusive property of Sauermann.

11.5.2. Licensed rights

11.5.2.1. The Customer irrevocably recognises that the Knowledge Base is a database provided by Sauermann in its capacity as the producer of said database under the meaning of Art. L.341-1 et seq. of the French Intellectual Property Code (Code de la Propriété Intellectuelle).

11.5.2.2. Strictly for the purposes of performance of the Agreement, and to the exclusion of any other purpose, Sauermann grants the Customer a personal, non-exclusive, non-assignable and non-transferable license to use the Knowledge Base, for access exclusively from TrackLog® and TrackLog®App and for implementation of the Options, subject to the terms, conditions and limits set out in this Agreement, for the entire term of the Agreement, and for the Territory.

11.5.3. Usage restrictions

11.5.3.1. Pursuant to the licensed rights as defined above, the Users may use the Knowledge Base for the exclusive purpose as stated, in accordance with the terms of the Agreement, and for the Customer's internal purposes only.

11.5.3.2. In accordance with the provisions of Art. 342-1 of the French Intellectual Property Code (Code de la Propriété Intellectuelle), the Customer shall refrain from:

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

11.5.3.2.2. the reuse, by making available to the public all or a substantial part, qualitatively or quantitatively, of the contents of the Knowledge Base, in any form whatsoever, including by way of a hypertext link, a medium and/or a process not authorised by Sauermann;

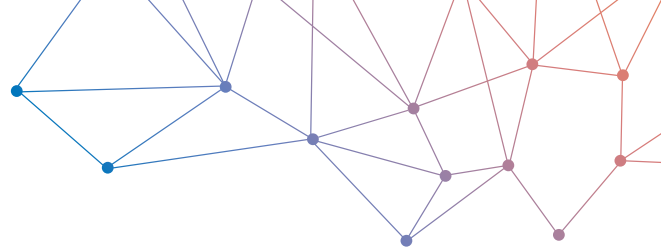
11.5.3.2.3. the creation, publication, maintenance, updating, importing, exporting, and provision to third parties, whether free of charge or for payment, of a competitor database derived from all or part of the Knowledge Base, as well as the participation in the above-mentioned actions;

11.5.3.2.4. the viewing on a screen by any process or medium other than those through which Sauermann intends to disclose the Knowledge Base as stated in Art. 11.5.2;

11.5.3.2.5. in general, the extraction, use, storage, reproduction, representation or retention, whether directly or indirectly, including in buffer or temporary memory, all or a substantial part, qualitatively or quantitatively, of the contents of the Knowledge Base, by way of any of the processes mentioned above, is strictly prohibited, including via a medium not authorised by Sauermann.

11.5.4. The Customer shall under no circumstances, except where authorised to do so by Sauermann in writing: (i) combine the Knowledge Base with any other work, including with a software program, (ii) make the Knowledge Base available to any third party other than the Users, by any means whatsoever, (iii) lease or transfer the Knowledge Base, in whole or in part, to any third party, including entities of the group to which it belongs. The Customer shall refrain from using the Knowledge Base for any purpose other than those authorised in this Agreement.

11.5.5. Lastly, the Customer shall expressly refrain from, and shall prohibit third parties from, directly or indirectly and by any means, carrying out or attempting to carry out actions including but not limited to: modifying, correcting, adapting, translating, arranging, disseminating, transferring, distributing, de-compiling, making a backup copy of (other than as permitted by this Agreement), leasing, sub-letting, assigning or otherwise making available by whatever means including via the internet, distributing or marketing, free of charge or for payment, the Knowledge Base, and, more generally, from making alterations thereto in any way whatsoever, including the copyright notices.



12. Service Level Agreement

12.1. Availability of TrackLog® and/or TrackLog®App and/or the Server

12.1.1. The Service Provider shall take all commercially reasonable steps to ensure that TrackLog® and/or TrackLog®App and/or the Server are available 24 hours a day, 7 days a week.

12.1.2. The Customer nevertheless recognises that, due to the necessary intervention of third parties and the nature of the Services, the Service Provider cannot guarantee uninterrupted access to TrackLog® and/or TrackLog®App and/or the Server and that, in general, it shall only be bound by a best-efforts obligation in this respect.

12.1.3. The Service Provider hereby warrants that TrackLog®, TrackLog®App and the Server shall, individually, be available and functional for the Customer for at least 99% of the time in each monthly period of the term of the Agreement.

12.1.4. This percentage shall be calculated as follows:

$$\frac{(\text{Number of minutes in the month} - \text{Number of minutes of downtime}) \times 100}{\text{Number of minutes in the month}}$$

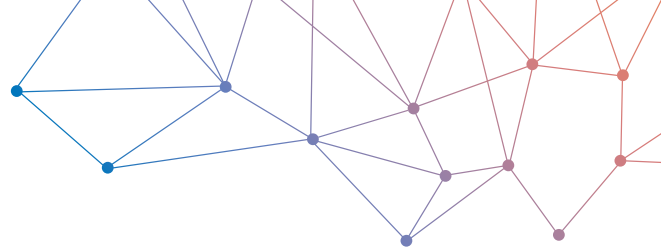
Number of minutes in the month

12.1.5. The Customer expressly recognises that when calculating the availability rate for TrackLog®, TrackLog®App and the Server, the calculation shall exclude periods of downtime attributable to: (i) the Prerequisites and more generally any cause attributable to an obligation incumbent on the Customer, (ii) improper use of the Products, the Gateway, TrackLog® and/or TrackLog®App and/or the Server by the Users, (iii) periods of scheduled maintenance for the Service Provider's Infrastructure and/or TrackLog® and/or TrackLog®App and/or the Server, (iv) a general (local, regional or national) internet network outage, and (v) any event classified as a case of Force Majeure.

12.1.6. Lastly, the Service Provider shall use its best efforts to respond to any incident reported by the Customer within one (1) hour, provided that such incident is reported by email, giving adequate details of the nature of the incident such that the Service Provider is able to understand and reproduce it. The stated time frame shall apply within the Business Hours or, for reports received outside the Business Hours, from the start of the next period of Business Hours.

13. Warranties

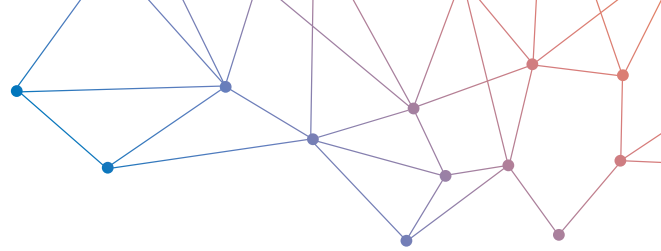
- 13.1. The Service Provider makes no warranty as to the proper functioning of TrackLog®, TrackLog®App and the Hosting Service other than with respect to the features, security conditions and parameters set out in the Documentation. The Service Provider shall be relieved of its obligation to comply with this article in the event that the Customer or a User configures and/or uses TrackLog® and/or TrackLog®App and/or accesses the Server in a manner contrary to the instructions set out in the Documentation.
- 13.2. However, the Service Provider makes no warranty as to the adequacy of TrackLog® and/or TrackLog®App for a particular purpose related to the Customer's activity. The Service Provider shall provide the end Customer with the technical specifications of TrackLog® and/or TrackLog®App. The end Customer shall then decide, under its responsibility, whether or not TrackLog® and/or TrackLog®App are suitable for the purpose(s) for which it intends to use it/them.
- 13.3. In addition, the Service Provider makes no warranty as to the exhaustiveness, accuracy and truthfulness of the Measurement Data and/or the Content. The Measurement Data are made available on TrackLog® exactly as transmitted to the Service Provider, which makes no additional undertaking in this respect.
- 13.4. The Service Provider warrants that TrackLog®, TrackLog®App and the Server do not constitute an infringement or violation of any Intellectual Property Right. Subject to the provisions of Art. 14, if the Customer notifies the Service Provider, in writing and in a timely manner, of any out-of-court or court proceedings brought by a third party with respect to the above, and grants the Service Provider the exclusive right to defend the case, including by way of negotiated settlement, the Service Provider shall cover all compensation and damages that the Customer may be required to pay under a final and binding ruling by the highest applicable court or jurisdiction, as well as all reasonable costs (legal fees, expert witnesses, etc.) associated with such a claim.
- 13.5. The Service Provider makes no warranty as to the proper functioning of TrackLog®, TrackLog®App and, where applicable, the Options other than with respect to the features, security conditions and parameters set out in the Documentation. Sauermann shall be relieved of its obligation to comply with this article in the event that the Customer or a User configures and/or uses TrackLog® and/or TrackLog®App and/or the Knowledge Base and/or the Server in a manner contrary to the instructions set out in the Documentation.



- 13.6. In addition to the provisions of Art. 13.4, where the Customer is prohibited from using all or part of TrackLog® and/or TrackLog®App and/or the Server by reason of a final and binding ruling by the highest applicable court or jurisdiction, the Service Provider shall, at its discretion, propose to the Customer one or more of the following solutions:
 - 13.6.1. replacement or modification of the contested element, at the earliest opportunity, such that it no longer infringes third-party rights;
 - 13.6.2. acquisition of the rights in the contested element;
 - 13.6.3. repayment to the Customer of all amounts paid with respect to the last twelve (12) months of performance of the Agreement.
- 13.7. The Service Provider shall not, however, compensate the Customer in any way for third- party claims caused by:
 - 13.7.1. improper use of TrackLog® and/or TrackLog®App and/or the Hosting Services by the Customer;
 - 13.7.2. failure by the Customer to implement Changes;
 - 13.7.3. use of the Customer's and/or third-party equipment, hardware or software with TrackLog® and/or TrackLog®App and/or the Hosting Services;
 - 13.7.4. non-compliance with the terms of this Agreement, and in particular where a third party who is not a User is permitted to use, sold, or given access to TrackLog® and/or TrackLog®App and/or the Server.

14. Liability

- 14.1. Principles
 - 14.1.1. Under the terms of this agreement, the Service Provider shall be bound by a best- endeavours obligation, to the exclusion of any other obligation.
 - 14.1.2. Each Party shall take all necessary steps to minimise the harm caused through the performance of the Agreement.
 - 14.1.3. The Service Provider shall only be held liable to compensate the Customer for actual, personal and proven harm occasioned, to the exclusion of any consequential loss such as loss of revenue, loss of customers, loss of data, or harm to the Customer's reputation caused by the performance, or the improper performance, of this Agreement.
 - 14.1.4. The Customer shall be required to compensate for the harmful consequences of its breaches, acts or omissions in connection with the performance of this Agreement, and for those committed by the Users, including where such breaches, acts or omissions were caused or aggravated by the non-performance or the improper performance of this Agreement by the Customer, including with respect to its general obligation to inform, advise and alert the Service Provider.
 - 14.1.5. Each Party shall take all necessary steps to minimise the harm caused through the performance of the Agreement.
 - 14.1.6. The Parties hereby expressly agree that the Customer shall have up to one (1) year from the date on which it becomes aware of an alleged harmful breach, act or omission to hold the Service Provider liable.
 - 14.1.7. THE TOTAL AMOUNT OF COMPENSATION AND DAMAGES THAT THE SERVICE PROVIDER MAY BE REQUIRED TO PAY, WHERE IT IS HELD CONTRACTUALLY LIABLE FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF ITS OBLIGATIONS AS ARISING FROM THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR INVOICES ISSUED BY THE SERVICE PROVIDER IN CONNECTION WITH THE PERFORMANCE OF THE AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE BREACH, ACT OR OMISSION IN QUESTION. THIS LIMIT SHALL APPLY TO THE TOTAL AMOUNT PAYABLE BY THE SERVICE PROVIDER BY WAY OF COMPENSATION AND DAMAGES FOR THE ENTIRE TERM OF THE AGREEMENT. THIS IS AN ESSENTIAL AND DETERMINING CONDITION OF THIS AGREEMENT, WITHOUT WHICH THE SERVICE PROVIDER WOULD NOT HAVE ENTERED INTO IT.
- 14.2. Protection of the Measurement Data
 - 14.2.1. The Service Provider shall use its best endeavours to:
 - 14.2.1.1. protect the logical and material security of the Measurement Data stored on the Server;



14.2.1.2. avoid any fraudulent loss, extraction and/or alteration of the Measurement Data on the Server;

14.2.1.3. comply with and enforce the confidentiality of the information and Measurement Data stored on the Server.

14.3. Limitation of liability

14.3.1. Under no circumstances shall the Service Provider be liable for:

14.3.1.1. the unavailability, irregular or regular functioning, malfunctioning or maintenance of the Customer's information system, the Products and the Gateways, as well as any and all hardware, software programs and packages, telecommunication systems, networks or any other third-party system used by the Customer, or supplied by a third party and used by the Customer to access and use TrackLog® and/or TrackLog®App and/or the Server;

14.3.1.2. the suspension, by the Service Provider, of the provision of all or part of the Services owing to a breach by the Customer of its contractual obligations as set out in the Agreement;

14.3.1.3. the use of TrackLog® and/or TrackLog®App and/or the Server and/or the Knowledge Base in a manner contrary to the Documentation and the purpose of the Services, or for activities that are unlawful or that infringe third-party rights;

14.3.1.4. incompatibility between the Customer's information system and TrackLog® and/or TrackLog®App and/or the Prerequisites and/or the Server and/or the Documentation;

14.3.1.5. the infection of the Customer's files, software programs, etc. by a virus, and any harmful consequences arising from such infection;

14.3.1.6. damage to the integrity of the Measurement Data caused by the Customer and/or by a User and/or by failure to follow the usage instructions for the Services;

14.3.1.7. the total or partial destruction of transferred or stored information as a result of errors directly or indirectly attributable to the Customer and/or to a User;

14.3.1.8. suspension of the Service at the order of a competent administrative or judicial authority, or following notification by a third party that the Customer has manifestly breached its obligations under the Agreement;

14.3.1.9. and more generally, the manner in which the Customer uses TrackLog® and/or TrackLog®App and/or the Server and the Measurement Data, as well as the data, information, results, reports, statistics and analyses arising from the collection of the Measurement Data and the use of TrackLog® and/or TrackLog®App and/or access to the Server, as well as the consequences arising from the Customer's use thereof.

14.3.2. Furthermore, in light of the particular features of TrackLog® and/or TrackLog®App and/or the Server, of the environment in which they are used, and the fact that the Measurement Data are transmitted by the Customer under its exclusive responsibility, the Service Provider cannot warrant that the data, information, results, reports, statistics and analyses arising from the collection of the Measurement Data shall be free from errors.

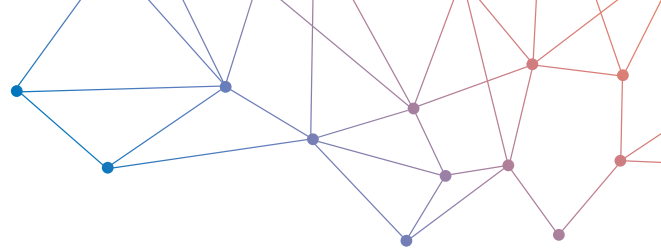
14.3.3. In addition, owing to the characteristics of the internet, which the Customer duly recognizes and appreciates, the Service Provider cannot be held liable for:

14.3.3.1. the presence on the server of viruses, trojans, ransomware, malware or other malicious software, where the Service Provider has taken commercially reasonable measures to prevent such infections;

14.3.3.2. (i) the failure of internet service providers, (ii) internet outages caused by network maintenance operations organised by the Customer's internet service providers, or (iii) power outages affecting the Server attributable to the electricity supplier.

14.3.4. Unless stated otherwise in a separate agreement, the Service Provider makes no contractual commitments to any third party other than the Customer.

14.3.5. Where the Customer makes all or part of the Services performed by the Service Provider and/or the Measurement Data available to a third party, or where such elements are used directly or indirectly by a third party, such usage shall come under the exclusive responsibility of the Customer, which shall compensate the Service Provider in the event that such third parties make any claims against it.



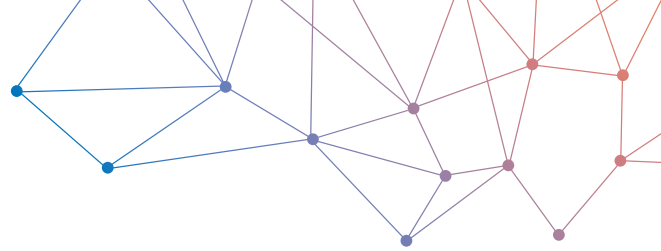
14.3.6. The Customer is therefore responsible for taking whatever steps are necessary to manage risks in relation to third-party users or direct or indirect beneficiaries of the Services and/or the Measurement Data.

14.4. Force Majeure

In the event of a case of Force Majeure, performance of the Agreement, or only those Services affected by the case of Force Majeure, shall initially be suspended. Where the case of Force Majeure persists for more than thirty (30) calendar days, the Agreement, or those Services affected by the case of Force Majeure, may be terminated automatically, unless the Parties agree otherwise, without either Party having to pay compensation.

15. Confidentiality

- 15.1. Each Party expressly and unconditionally undertakes to protect the Confidential Information that it has received and/or shall receive from the other Party, or that it has/shall become aware of in the course of performance of the Agreement.
- 15.2. Each Party expressly undertakes to treat as strictly confidential: (i) any and all documents transmitted by the other Party, and cumulatively (ii) more generally any and all information, results or data of a technical, scientific, commercial, financial or other nature that it has received and/or will receive from the other Party, directly or indirectly, in connection with and during the performance of the Agreement, on any medium, known or unknown, current or future, of whatever size, including digital media, and including but not limited to CD-ROMs, websites, etc.
- 15.3. The following are not considered Confidential Information under the meaning of Art. 15.2: Information and documents transmitted and exchanged between the Parties that (i) are in the public domain and/or (ii) are intended for public consumption; (iii) information and documents where the issuing Party has expressly informed the receiving Party, in writing, that the information they contain is not confidential; (iv) information and documents developed by one of the Parties independently and not exchanged in connection with the Agreement; and cumulatively (v) information and documents that were already in the public domain when they were transmitted and exchanged between the Parties, or that subsequently fall into the public domain through no fault of the issuing Party.
- 15.4. Each Party expressly and unconditionally undertakes not to disclose the Confidential Information that it has received and/or shall receive from the other Party, or that it has/shall become aware of in connection with this Agreement.
- 15.5. Each Party further undertakes, in its own name and on behalf of its employees, agents, subcontractors, advisers and Users operating under its responsibility, not to disclose the Confidential Information to any person and in any form whatsoever, and not to use the Confidential Information for personal reasons and/or for any purpose outside the performance of the Agreement, except where it is required to disclose such information by order of a court or a legally competent administrative or regulatory authority.
- 15.6. Each Party further undertakes to take all necessary precautions to keep such information confidential as if it were its own information. In particular, the Parties make the following, non-exhaustive undertakings: (i) only to disclose or reveal the terms of this Agreement and/or the Confidential Information to employees, agents, advisers, subcontractors and Users on a need-to-know basis for the purpose of performance of this Agreement; and cumulatively (ii) to protect the material, physical and logical security of the Confidential Information by any and all appropriate means, including but not limited to storing such information in secure locations.
- 15.7. Where either Party breaches its confidentiality obligations as defined in Art. 15, and without prejudice to the provisions of Art. 18 allowing the injured Party to terminate the Agreement early on the grounds of a breach, the Party in default shall pay the injured Party compensatory damages for the harm caused.
- 15.8. This confidentiality obligation shall remain in force throughout the term of this Agreement and for an additional period of two (2) years following its expiry.
- 15.9. NOTWITHSTANDING THE PARTIES' OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND MORE GENERALLY ANY OTHER PROVISION TO THE CONTRARY IN THE AGREEMENT, THE CUSTOMER IRREVOCABLY AGREES THAT SAUERMANN MAY COLLECT AND USE ITS MEASUREMENT DATA (INCLUDING VIA ITS VENDOR), INCLUDING FOR COMMERCIAL PURPOSES, AND INCLUDING FOR THE PURPOSE OF IMPROVING ITS PRODUCTS AND/OR SERVICES, ESTABLISHING PANELS AND FRAMEWORKS, ETC., PROVIDED THAT THE CUSTOMER CANNOT BE DIRECTLY OR INDIRECTLY IDENTIFIED AND ASSOCIATED WITH SUCH MEASUREMENT DATA. THE CUSTOMER HEREBY GRANTS SAUERMANN, INCLUDING WHERE APPLICABLE BY WAY OF A SUB-LICENCE THROUGH THE SERVICE PROVIDER, AND WITH NO WARRANTY ATTACHED, A NON-EXCLUSIVE, TRANSFERABLE, FREE-OF-CHARGE LICENCE TO THE RIGHTS IN THE MEASUREMENT DATA, ON A WORLDWIDE BASIS, AND FOR A TERM OF NINETY-NINE (99) YEARS.

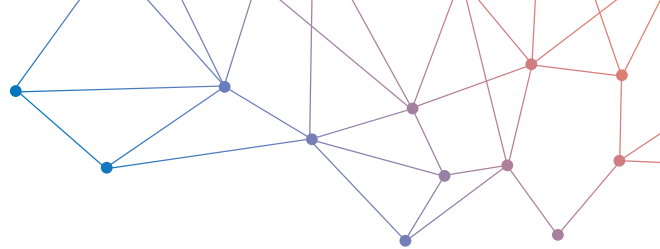


16. Data Protection

- 16.1. In the performance of this Agreement, and in particular in the performance and use of the Services, the Parties undertake to comply with Data Protection Law and the Privacy Policy.
- 16.2. In accordance with Data Protection Law, the Service Provider shall take all necessary precautions to protect the security of Users' Personal Data, as well as any Personal Data contained in the Measurement Data, to which it may have access during the course of performance of the Services. In particular, the Service Provider shall ensure that such data are not altered, damaged or shared with unauthorised parties.
- 16.3. The Service Provider undertakes to comply with, and ensure that its personnel comply with, the following obligations:
 - 16.3.1. Only to process the Users' Personal Data on receipt of a written instruction from the Customer.
 - 16.3.2. To ensure that the individuals authorised to process such Personal Data undertake to treat such data as confidential or are bound by an appropriate legal and, in any event, contractual confidentiality obligation.
 - 16.3.3. Not to make any copies of such Personal Data, other than copies necessary for the performance of the Services.
 - 16.3.4. Not to use the processed Personal Data for any purpose other than those set out in this Agreement.
 - 16.3.5. Not to disclose such Personal Data to third parties (natural or legal persons, public or private).
 - 16.3.6. To take all necessary security measures, including material security measures, to preserve and protect the integrity of the processed Personal Data throughout the term of this Agreement.
 - 16.3.7. To process and store the Personal Data connected with this Agreement in the territory of the European Union. Where the Service Provider is required to process and/or store such Personal Data outside the European Union (and in particular in the United States), it shall inform the Customer thereof at least one (1) month in advance, and shall ensure that the transfer offers a level of protection in accordance with European requirements (by having its processor sign the Standard Contractual Clauses published by the European Commission and/or by entering into an equivalent contractual arrangement duly approved by the European Commission).
 - 16.3.8. To take all necessary measures to avoid the improper or fraudulent use of the Personal Data during the performance of the Agreement.
 - 16.3.9. Upon the expiry of the Agreement, to destroy all hard-copy and electronic files (including copies thereof) containing the Personal Data within three (3) months of the expiry date, unless the files are temporarily archived.
 - 16.3.10. To assist the Customer, by making appropriate technical and organisational measures, in fulfilling its duty to respond to requests from Users wishing to exercise their rights under Data Protection Law.
 - 16.3.11. To provide the Customer with any and all information necessary to demonstrate compliance with the obligations contained in this Agreement, to allow the Customer to carry out audits and inspections (by itself or by appointing an external auditor), and to contribute to such audits.
 - 16.3.12. The Customer shall be solely responsible for any Personal Data transfers that it carries out in the course of using TrackLog® and/or TrackLog®App, and in particular for transfers of Personal Data from TrackLog® and/or TrackLog®App between its premises in the European Union and those located in the territory of a third country.

17. Insurance

- 17.1. Each Party hereby declares that it has taken out a public liability insurance policy with a reputable insurance company, and that such policy covers its entire liability as arising from the performance of this Agreement.
- 17.2. Each Party undertakes to maintain this policy with a reputable insurance company throughout the term of this Agreement.



18. Termination and/or suspension of the Agreement

18.1. Termination for breach

Either Party may terminate this Agreement at any time in the event that the other Party breaches one of its obligations as set out herein. Termination shall take effect if the Party in breach fails to remedy such breach thirty (30) days after the other Party has served notice by registered letter with acknowledgement of receipt.

18.2. Suspension for breach by the Customer

The Service Provider reserves the right to suspend the Services, in whole or in part, and at any time if the Customer breaches the terms of the Agreement, and in particular the terms of the TrackLog® and/or TrackLog®App licence as set out in Art. 11, and if the Customer fails to pay the fees in accordance with Art. 8.

18.3. Automatic termination

The Agreement may be terminated, at any time during its term, in the event that:

18.3.1. either Party enters receivership or is subject to compulsory liquidation, subject to the relevant public policy provisions applicable to the event in question;

18.3.2. an event constituting a case of Force Majeure lasts for more than (i) thirty (30) consecutive calendar days or (ii) sixty (60) non-consecutive calendar days in the same contractual year.

18.4. Effects of termination

18.4.1. The termination of this Agreement, for whatever reason, shall have no bearing on any acquired rights and responsibilities or on payments due, or on the entry into force or ongoing validity of any provisions in this Agreement that, by express or implied agreement, are intended to survive its expiry.

18.4.2. Where this Agreement is terminated for breach by the Service Provider, the Customer shall be entitled to retrieve the processed Measurement Data in a simple and commonly used format (such as a CSV file). No limit shall apply to the amount of data retrievable.

19. Non-transferability - Subcontracting

19.1. The Customer may not transfer, assign or otherwise dispose of its rights and obligations as arising from this Agreement, whether in whole or in part (including in connection with an asset contribution or merger operation), to any third party without the prior, written consent of the Service Provider, which shall not refuse to give such consent without a valid reason.

19.2. The Service Provider shall be free to transfer this Agreement to any other company within its group, provided that it notifies the Customer in advance.

19.3. The Service Provider shall be authorised to subcontract the performance of all or part of the Services to a third party of its choosing.

20. Proof

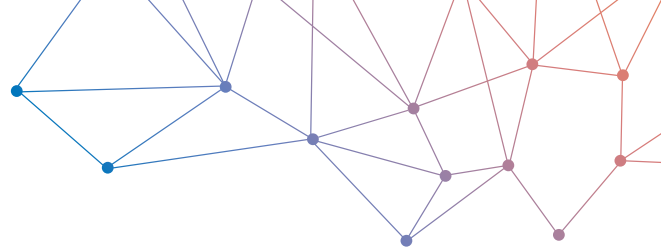
20.1. Pursuant to Art. L.110-3 of the French Commercial Code (Code de Commerce), the Parties hereby recognise and agree that exchanges via TrackLog® and/or TrackLog®App, or by email, shall have the value of original documents exchanged between the Parties and shall constitute proof, except where contrary, written proof can be produced.

20.2. Without prejudice to the provisions of this Agreement and, as applicable, to any other contractual arrangement between the Parties, including relating to the Measurement Data and, more specifically, the limitations of warranty and/or liability, elements such as the time of receipt or issue, and the quality of Measurement Data received, for instance as appearing in TrackLog® and/or TrackLog®App or as authenticated by the Service Provider's systems, shall constitute proof over other elements, except where contrary, written proof can be produced by the Customer. Information produced by TrackLog® and/or TrackLog®App shall have the same value of proof as an original, i.e. a handwritten, signed, physical document.

21. General provisions

21.1. No waiver

Where either Party fails to enforce any article, clause, provision or section of this Agreement, such non-enforcement shall under no circumstances be considered a tacit waiver of its right to subsequently enforce the same article, clause, provision or section of this Agreement. Similarly, where either Party fails to take action in the event of non-performance, improper performance, partial performance or late performance, by the other Party, of its obligations as arising from any article, clause, provision or section



of this Agreement, such non-action shall under no circumstances be interpreted as a tacit waiver of its right to take such action at a later date.

21.2. Responsible conduct and good faith

Each Party undertakes to be responsible and act in good faith in its dealings with the other Party at all times, including by notifying the other Party without delay of any dispute or other problem that may arise in connection with the performance of the Agreement.

21.3. Partial unenforceability

Where any article, clause, provision or section of this Agreement is declared unenforceable, null or invalid, for whatever reason, such declaration shall not automatically affect the validity of the Agreement itself, which shall remain valid and in force, if and only if such declaration (i) does not concern a provision that, in the judgement of the Parties, is an essential and material provision of the Agreement, and (ii) does not disrupt the overall balance of the Agreement. In this case, (i) the enforceability of the provision shall have no bearing on the other provisions or affect the validity of the remainder of the Agreement and/or its legal effects, and (ii) the Parties shall meet, at the initiative of the first Party to act, to negotiate in good faith an economically equivalent clause.

21.4. Article titles

The Parties expressly agree that the titles of the articles are provided for convenience only and have no bearing on the validity or interpretation of the articles themselves and/or on the performance of the provisions therein.

21.5. Entire agreement

This Agreement cancels and replaces any and all statements, negotiations, commitments, verbal and written correspondence, acceptances, arrangements and agreements between the Parties, relating to the same subject, made in writing or otherwise, and preceding the date on which this Agreement enters into force.

21.6. Amendments

Any amendment (including addition and removal) to any of the provisions of this Agreement shall only be binding on the Parties if it is made in writing, and if such written document (i) is signed by the Customer and the Service Provider and (ii) constitutes an amendment to the Agreement expressly stating that it represents a derogation from the provisions of the Agreement.

21.7. Notifications – Addresses for service

21.7.1. For the purpose of the performance of this Agreement and subsequent agreements, the Parties hereby nominate the addresses appearing on the Order Form as their addresses to which notifications may be validly served.

21.7.2. Unless stated otherwise, all notifications served between the Parties in connection with the Agreement shall be given in writing and sent by post (standard letter and/or registered letter with acknowledgement of receipt) and/or by email to the addresses as indicated by the Parties.

21.7.3. Unless stated otherwise, all notifications served in accordance with the provisions of this article shall have effect: (a) upon delivery, if delivered by hand against receipt, (b) upon receipt, if sent by email, and/or (c) on the date on which the first delivery attempt is made by the postal service, if sent by standard letter and/or registered letter with acknowledgement of receipt.

21.7.4. Any change to the registered office or address of either Party shall only be binding on the other Parties fifteen (15) days after notice of such change has been given.

22. Applicable law – Dispute resolution

22.1. Applicable law

This Agreement shall be entered into, performed and interpreted in accordance with French law.

22.2. Dispute resolution

22.2.1. In the event that the Parties experience severe or persistent difficulty in applying or interpreting this Agreement or one of its amendments, they shall first seek an amicable settlement to the dispute. Where no amicable settlement can be reached within eight (8) days, the matter may be referred to the competent courts by the first Party to act, as indicated below.

22.2.2. WHERE AN AMICABLE SETTLEMENT TO ANY DISPUTE CONCERNING THE VALIDITY, PERFORMANCE OR INTERPRETATION OF THIS AGREEMENT CANNOT BE REACHED, THE PARTIES HEREBY EXPRESSLY AGREE THAT THE MATTER SHALL COME UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, FRANCE.