GENERAL TERMS OF SALE AND USE

14/11/2025 version

NOE is an artificial intelligence web application which allows its Users to select scientific articles for review, with a particular focus on the medical devices market.

The Solution is provided in a generic "*SaaS*" format. NOE therefore provides its customers with online access to the Solution.

The Customer has been informed of the major functionalities of the Solution, its purposes, its performance, and now wishes to be granted access to the Solution.

The Customer has therefore decided to enter into an Agreement with NOE, which includes these GTC.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

ARTICLE 1.   DEFINITIONS

The terms defined below, when used in the Agreement with a capital letter, whether in the plural or in the singular form, shall have the following meaning between the Parties:

1.1.   "**Agreement**" means these GTC, including the preamble, the annexes, as well as the Order.

1.2.   "**Anomaly**": means any major or blocking anomaly of the Solution. Anomalies originating in situations other than those identified above and from outside the Solution, shall be deemed to be excluded from the scope of NOE's liability.

1.3.   "**Customer**": means NOE's Customer, as identified in the Order.

1.4.   "**Data**": means the Customer's data, which the Customer integrates into the Solution.

1.5.   "**Documentation**" means all documents relating to the Solution provided by NOE under the Agreement.

1.6.   "**GTC**" means this document and its appendices.

1.7.   "**Maintenance**": means the maintenance of the Solution, by NOE, in compliance with the SLA.

1.8.   "**Order**": means the order placed by the Customer with NOE.

1.9.   "**Party**": means the Customer and/or NOE, individually and/or collectively.

1.10.   "**SLA**": refers to the Solution's level of service, and the period to correct Anomalies, as defined in Appendix "SLA".

1.11.   "**User Account**": the User account in the Solution, within the limits set by this Agreement.

1.12.   "**Users**": means the persons using the Solution in the Customer's teams, in compliance with the terms and conditions of the Agreement, it being understood that a User must be an employee of the Customer.

1.13. "**NOE"**, registered under the name "B Consultant", a French company with a registered capital of 10000 euros, whose registered office is located at 5 Impasse Wyseur 59110 LA MADELEINE, registered at the Lille Trade and Companies Registry under number 893 516 088.

ARTICLE 2.   OBJECT OF THE AGREEMENT

The purpose of the Agreement is to define the technical, legal and financial conditions under which NOE shall grants rights to access and use the Solution, through User Accounts, to the Customer, in compliance with the SLA, in consideration of payment of the price agreed upon in the Order.

ARTICLE 3.   CONTRACTUAL DOCUMENTS

3.1.   Content of the Agreement

The Agreement concluded between the Parties consists of the following contractual documents:

- –   The Order;
- –   The present GTC;
- –   Their appendices are as follows:
  - o   Appendix 1 – SLA;
  - o   Appendix 2 - Personal data.

The Order ranks higher than the GTC, which rank higher than their Appendices.

The Appendices have the same priority. In case of contradiction between them, the Parties will meet to decide to agree on which stipulation applies.

The Agreement represents the entire agreement of the Parties and includes all their obligations. Agreements previously entered between the Parties relating to a subject identical to the Agreement are null and void and replaced by the Agreement.

No indication or document may be deemed to be incorporated into the Agreement and give rise to obligations unless it has been the subject of an amendment executed by duly authorized representatives of both Parties.

The Parties agree that no general or specific terms and conditions contained in the documents sent to either of the Parties may be incorporated into the Agreement.

The same shall apply, without this list being exhaustive, to conditions appearing on invoices, conditions set out in commercial documents and any letters or letters sent directly or indirectly by either Party to the other.

3.2.   Updating the GTCs

NOE reserves the right to modify the GTC at any time by publishing a new version in the Solution, by notifying the Customer by email or by notifying the Customer at its next connection to the Solution.

The modified GTC will apply unless the Customer terminates its subscription.

The GTC applicable to an Order shall be those in force on the date of the Order.

The GTC are applicable regardless of the country of origin and the country of visit of the Customer.

The GTC are applicable for the entire duration of use of the Solution by the Customer.

3.2. Acceptance of the GTC and the Order

Subscription to the Solution, as well as any Order, implies the Customer's unreserved acceptance of all of the GTC and the content of the Order.

This acceptance shall be expressed by validating the appropriate box when registering for the Solution and before validating an Order.

Validating this box will be deemed to have the same value as a handwritten signature.

A second validation will be required for confirmation before payment by clicking a button.

3.3. Legal Capacity

Acceptance of the GTC, use of the Solution, and any Order act presupposes that the Customer has the legal capacity necessary to do so.

The Solution is intended for professionals only.

The Customer must be a legal entity duly registered in its country of origin.

If NOE is informed that a Customer does not have the legal capacity or does not comply with the registration conditions of the Solution, its User Account may be immediately closed, without prior notice and without NOE being liable. Any Order placed without legal capacity may also be cancelled under the same conditions.

ARTICLE 4. ENTRY INTO FORCE AND DURATION

The Agreement enters into force on the date of subscription by the Customer via an Order.

The Agreement shall remain in force for the duration of the subscription, which may be monthly or annual (hereinafter the "Initial Period") and is tacitly renewable by the Parties for successive periods of the same duration (hereinafter individually the "Renewal Period"), Initial Period and Renewal Period(s) being also referred to individually or collectively as "Period(s)".

The Parties may notify the other Party of their intention to terminate the Agreement at the end of the Period:
- In case of monthly commitment, in writing no later than the end of the Period.
- In case of annual commitment, in writing with three (3) months' written notice.

The Customer may request the cancellation directly on its User Account or by support request in the Solution.

At the end of each Renewal Period, the Agreement may be renewed, or terminated, under the same terms and conditions.

ARTICLE 5. ORDERS

5.1. Standard Orders

The Customer may place Orders within the Solution.

Prior to its first Order, the Customer must create a User Account.

The steps to Order are the following:
- Creation of a User Account by the Customer if it is a first Order or connection to the Account if it already exists;
- Provision of the Customer's identification information;
- Review and validation of the present GTCs by ticking a box;
- Validation of the Order by the Customer;.
- Sending of an Order confirmation email to the Customer by NOE, upon receipt of the Customer's payment, including the entire Order.

The Order shall be final upon receipt of the Customer's full payment by NOE.

The contact details and information provided by the Customer must be current and correct. If this is not the case, NOE shall not be held liable in the event of issues in processing the Order.

NOE shall in no way be held liable for any typing errors made by the Customer during the Order process (in particular, with regard to the Customer's address), or for any other erroneous information provided by the Customer, nor for the consequences thereof.

NOE reserves the right to refuse any Order for legitimate reasons, in particular in the event of payment problems, delivery problems following the provision of incomplete and/or inaccurate information by the Customer, abnormally high Orders compared to Orders usually placed by the Customer or Orders placed in bad faith.

NOE may also refuse new Orders for technical reasons (load management, etc).

NOE will archive the Orders and invoices on a reliable and durable support constituting a faithful copy. The digital archives shall be considered by the Parties as proof of communications, Orders, payments and transactions between the Parties.

If the Customer wants to negotiate specific characterics of the subscription plan (a different number of users, a different amount of storage, a specific group rate, etc.), the Customer should contact NOE by email to obtain a promo code or a custom code for a custom subscription plan. The Parties agree that NOE shall have no obligation to accept the Customer's request. The specific terms of the Customer subscription plan will be validated by email or in an order schedule, which will be subject to the present GTC.

NOE may also, in a discretionary manner, propose specific terms at certain time periods, or for certain plans. These offers may change terms of the GTC – their details will be included in the Order.

5.2. Free trial period

The present Article may depart from the rest of the GTC and only applies to Customers using the Solution in a free trial.

New Customers may be offered a trial period. The Customer will then be invited to subscribe to the Solution and to provide its banking information. If no banking information is provided at the end of the trial period, the Customer's User Account will be terminated at the end of the trial period.

The Customer may be granted access to a limited version of the Solution, without subscription, for a thirty (30) days free trial, which enters into force at the date of trial request.

The Customer must accept the GTC upon requesting a free trial of the Solution, by checking the appropriate box.

Use of the Solution may be limited during the trial period (limited research queries, limited Users, limited functions, etc), which is accepted by the Customer.

NOE does not have any obligation regarding:
- Performance obligation while providing the Solution.
- Lack of bugs or anomalies in the Solution, or permanent availability of the Solution.
- Frequency of maintenance or update of the Solution.
- Solution quality.
- Service level agreement and availability of the Solution.
- Duration of support and continuity of the Solution.

This free trial is granted without provision of payment information.

At the end of the thirty (30) days free trial, access to the Solution will be terminated and no longer be provided by NOE and the Customer will be invited to subscribe to the Solution, either online or by contacting NOE. The Customer will then have to accept the GTC again and pass an Order. If no payment is made, the Customer's Data will be deleted by NOE.

Customer Data can be deleted automatically if NOE suspects that the Customer is not using the Solution in compliance with the GTC.

NOE is not liable for any direct or any indirect damage of any kind, caused to the Customer, over the course of the free trial.

This limitation of liability concerns all type of indirect damage, including, without being limited to: operating loss, loss of revenue, loss of orders, loss of earnings, loss of data or any other information, loss of customers, loss of anticipated savings, detriment to the image or reputation of the company, loss of opportunity.

The Customer may be held liable by NOE for any damage caused to NOE due to non-compliance with the GTC.

If the present liability cap cannot apply, for any reason, the amount of damages may not exceed the amount of the lowest monthly fee payable by a Customer for access to the Solution, at the time of the damage.

ARTICLE 6.   NOE'S OBLIGATIONS

NOE provides Customer with access to the Solution and provides its Maintenance, in compliance with the Agreement.

6.1.   Providing access to the Solution

NOE provides the Customer with access to the Solution, which is standardized, remotely accessible, and does not need to be integrated by NOE into the Customer's systems.

Once the Order has been placed, NOE grants the Customer and its Users the right to access the Solution via their User Account.

Access to the Solution shall be invoiced by NOE as set out in the Order.

The Customer shall have the possibility to increase or decrease the number of licenses ordered and provided for at the time of the Order, at any time. In case of decrease, it will apply from the next subscription period.

On the effective date of the Agreement, the Solution will perform as specified in the description of the Solution on the Order date. These may change as the Solution develops, at NOE's discretion, which the Customer accepts. In particular, NOE may change the hardware and software environment applicable to the Solution.

NOE will provide access to Documentation to the Customer in English.

NOE provides a list of the Solution prerequisites, in the Documentation, that the Customer has to comply with. NOE shall not be liable in the event of the impossibility to use the Solution if Customer does not meet the prerequisites.

NOE shall use its best efforts to correct or provide an alternative solution for any substantial and reproducible Solution non-compliance to the essential specifications set forth in the Agreement or the Documentation, as specified in the SLA. The warranty is only applicable to the extent that the Solution is used in compliance with the Agreement, and that no modifications are made without NOE's prior consent. Customer shall cooperate with NOE and provide any information available to NOE, in written form, so as to enable NOE to reproduce and seek to correct any issue.

To the fullest extent permitted by law, the obligations described in this section are the sole obligations and responsibilities of NOE and provide the Customer's sole and exclusive remedy for non-compliance.

6.2.   Availability of the Solution

NOE provides access to the Solution to the Customer, ensures its Maintenance and guarantees its availability and peaceful use under the conditions of the SLA.

The Customer acknowledges and accepts that NOE cannot be held liable for any interruptions, failures or alterations to access to the Solution, which may result from the network itself, issues with the Internet network, the method of connection used, or any other external cause. The Customer is warned of the technical issues that may affect networks and lead to slowdowns or unavailability making connection difficult or impossible. NOE cannot be held responsible in case of difficulties to access the Solution due to issues with the Internet network.

6.3.   Security

NOE undertakes to make its best efforts to secure access, consultation and use of the Solution. However, NOE does not guarantee that the Solution is error-free or its access uninterrupted. NOE's obligation to ensure the security of the Solution and the security and confidentiality of hosted information is, in any event, an obligation of means and NOE cannot guarantee absolute security. In the event of a security issue observed by NOE that is likely to seriously compromise the security of the Solution, NOE may, without prior notice, temporarily interrupt the Solution in order to remedy the security issue as soon as possible.

With regard to the security of personal data collected and for which NOE is a sub-processor, it is referred to Appendix "Personal Data".

ARTICLE 7.   OBLIGATIONS OF THE CUSTOMER

The successful performance of the Agreement also depends on the Customer's compliance with its obligations.

The Customer shall be responsible for its choices and for the manner in which it uses the elements and data provided by NOE (whether or not resulting from the use of the Solution). NOE may not be held liable by the Customer in this respect.

The Customer is responsible for importing its own Data to the Solution, the Solution being only a technical solution, provided without Data.

The Customer is also responsible for any Data it imports into the Solution. NOE shall not be liable if the results provided by the Solution are incorrect, due to Customer's import of erroneous, poor quality, or incompatible Data. The Customer must ensure that it has the consent of any data subject concerned by the Data, if necessary.

NOE will not be responsible if third-party have access to the Data and publish it without prior approval from the Customer.

When needed, Customer shall put NOE's personnel in contact with Customer's personnel and shall ensure that such personnel have sufficient and necessary collaboration, availability, skills and experience for the proper performance of its obligations.

The Customer also undertakes to take all useful decisions in order to enable NOE to perform its obligations.

The Customer undertakes to pay NOE the sums provided for in the Order in consideration of the provision of access to the Solution.

ARTICLE 8.   OBLIGATIONS TO COLLABORATE

The proper performance of each Party's obligations requires a permanent, sincere and regular exchange of information between the Parties.

This also implies the implementation, in each of the Parties, of adequate internal processes, motivation of their personnel and the organization of the monitoring of their obligations.

The Parties undertake to comply with all the obligations of collaboration set forth in the Agreement.

Each of the Parties undertakes to provide its employees and collaborators with the information necessary for them to cooperate fully with the Parties.

ARTICLE 9.   STAFF

NOE undertakes to assign and maintain, for the execution of the Agreement, experienced, qualified and available personnel with all the necessary skills, in sufficient number.

NOE alone defines, under its responsibility, the profile and number of employees who will be responsible for the performance of the Order.

NOE staff remains, in any case, under the hierarchical and disciplinary authority of NOE which ensures the technical authority, administrative, accounting and social management of its staff.

This staff will continue to benefit from all rights and will be subject to the obligations resulting from their employment contract with NOE.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS

10.1. Access to the Solution

In consideration for the payment under for in the Agreement, NOE provides the Customer with a right to access and personally use the Solution on the internet, exclusively via User Accounts.

This right may be used by Users only.

The Customer is not allowed to use automated software with the Solution without prior approval from NOE, or without using a NOE provided integration.

The right of access to the Solution is a personal, non-transferable, non-exclusive right to access and use the Solution for the Customer's internal needs.

This right can be used worldwide.

This right of access is limited to an agreed upon User Account number per Customer. This number depends on the plan selected by the Customer and is specified in the Order.

NOE may implement the necessary access controls to ensure that any person accessing the Solution has an access code.

Each additional User must have a new User Account, to be created by the Customer.

Unless specified in the Order and provided they remain reasonable, the Customer may execute an unlimited amount of search queries in the Solution.

The Customer shall have no other right of use other than those explicitly listed in this Article.

The Customer undertakes to use the Solution in a manner that does not infringe the rights of NOE, as well as the rights of third parties.

In this context, the Customer undertakes to ensure that only duly authorized persons, among the Users, have access to the Solution, which means that NOE may presume in good faith that all instructions or requests received by the Customer or a User come from a person authorized by the Customer.

The Customer is thus solely responsible for its use of the User Account(s) and the use of the Solution, and agrees to bear all the consequences arising from the use of the Solution, whether the use is made by the Customer, a User or a third party using the User Account(s). It is the Customer's responsibility to ensure that Users comply with the terms of the license and the Agreement.

The Customer undertakes to use its connection data only for the purpose of using the Solution within the scope of the license thus granted, and to take all necessary measures to ensure the confidentiality and security of the use of its connection data, especially not to communicate it or make it accessible to third parties.

It is also the Customer's responsibility to ensure the confidentiality and security of the User Account(s) and, where applicable, the User Accounts, for example by regularly changing passwords.

If the Customer or a User has reason to believe that his or her login data (such as identifiers and passwords) has been lost, stolen, or compromised in any way, or in the event of unauthorized use of a User Account, the Customer must immediately notify NOE by any means. In such a case, the Customer authorizes NOE to take the necessary measures to ensure the security of the User Account, such as resetting passwords or temporarily suspending access to the Solution.

The Customer and the Users are authorized to use the Solution only in relation to the Data they own or the personal data for which they are responsible for processing.

Unless explicitly authorized by NOE in writing, the Customer shall not - and shall not authorize any User or third party - to : (i) allow any third party not expressly authorized by NOE to have access to the Solution, sub-license, translate, sell, lend, rent, distribute or use the Solution to operate a computer services company, provide access (direct or indirect) to the Solution, or use the Solution under a so-called "timeshare" contract; (ii) create derivative works or access the Solution in order to develop a competing product or service or to copy any element, function or graphic of the Solution; (iii) reverse engineer, decompile, disassemble, reverse translate, seek to remove or circumvent any of the mechanisms of the Solution, or seek to reconstruct or discover the related source code; (iii) remove any copyright, trademark or other proprietary rights identification.

When using the Solution, the Customer and Users shall not upload, download, publish, send or distribute in any way any material or content: (i) that intentionally or unintentionally violates any applicable laws or regulations; (ii) that violates the rights of others, including any intellectual property rights or personality rights of third parties; or (iii) that could damage, disable, overburden or impair the Solution, a server or networks connected to the Solution, or constitute a breach of any requirements, procedures, rules or regulations of the networks connected to the service.

10.2. Content indexed by the Solution

NOE indexes third-party content in the Solution, including articles from scientific databases available in open source or public domain. The Customer may access these documents through links to third-party databases.

Integrations may, after developing new features, allow the Customer to connect to other third-party solutions. The Customer must be granted access to these other solutions by their editor at its own expense and under its own means. No assistance is provided by NOE for this purpose and access to these solutions is not part of the service provided by NOE.

NOE excludes and expressly disclaims any warranty on this third-party content, whether express or implied, resulting from any provision of law, other legal rule or trade practice. Customer is solely responsible for its use of this third-party content and warrants to NOE that it will comply with all rights of third-parties on this content (including the license under which this content is published).

10.3. Use of Data by NOE

Data remains the property of the Customer, but the Customer grants all rights to NOE to use the Data to provide access to the Solution, for the duration of the Customer subscription.

NOE may monitor, collect and use the Data and data pertaining to the use of the Solution to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services.

NOE may use Data for research, development (including to improve the Services and develop new products or content on the basis of the Data, or which includes them) and marketing purposes and may only publicly disclose such Data in an format that in no way identifies Customer, any particular User, and/or Customer's confidential information (e.g., NOE may disclose statistical and performance information related to the provision and operation of the Services, including aggregate number and volume of transactions processed for all its hosted customers).

10.4. NOE's rights

NOE is the sole owner of the Solution, which includes its object code and source code, and has the rights to all components, either by ownership or by license. It thus has all the intellectual

property rights to these elements, for the entire duration of their protection without any limit in scope or destination.

Consequently, NOE may continue to use the Solution as it sees fit, without the Customer being able to object, including, but not limited to, any exploitation, marketing, license, sub-license, assignment, modification, adaptation, deletion, translation, as well as any development of its choice.

No exclusivity is granted to the Customer under the Agreement. It is expressly agreed that NOE may grant other accesses and licenses to the Solution to third parties, directly or via a third party, including in the same territory and under the same conditions as those granted to the Customer.

10.5 Warranty

NOE warrants that the Solution does not infringe the intellectual property rights of third parties.

NOE indemnifies Customer against any action and/or claim against the Customer by a third party for such violations provided that the following conditions have all been met:

   (i)   the Customer has notified NOE in writing;
   (ii)   the Customer provides NOE with all the necessary information at its disposal;
   (iii) the Customer shall leave the direction of any proceedings or negotiations to NOE.

In addition, upon receipt of such a claim, NOE shall at its own expense and discretionarily:

   (i)   negotiate and settle the dispute with the third party who considers himself victim of the counterfeit, in such a way as to allow the Customer to peacefully continue using the Solution; or,
   (ii)   modify the infringing element, if however such modification remains in harmony with the general scheme of the Agreement; or,
   (iii) terminate the Agreement, subject to fifteen (15) days' prior written notice, and refund the pro rata of the sums paid by the Customer in advance and corresponding to the period of non-use of the Solution.

This article sets forth the entire liability of NOE and the Customer's sole and exclusive right of recourse for infringement of any intellectual property right, and NOE shall not be liable for any other alleged or proven infringement.

NOE's liability is however expressly excluded if the infringement results from the use of one or more elements under operating conditions that are not those provided for under this Agreement, when the infringement could have been avoided by using the said element(s) as stipulated in this Agreement.

ARTICLE 11. FINANCIAL TERMS

In consideration for making the Solution available, Customer shall pay NOE compensation in compliance with the terms, deadlines and payment conditions set forth in the Agreement.

The financial terms and conditions applicable to this Agreement are set forth in the Order.

Payment of subscriptions is due in advance on the date of the invoice, which is issued at the beginning of the Period, whether it is the Initial Period or the Renewed Period.

It is expressly agreed that the fee indicated in the Order applies solely to the Initial Period of the Agreement and may change for Renewed Periods(s).

No later than fifteen (15) days before the end of the Initial Period or a Renewed Period, NOE may notify Customer of a price change for the renewal of the Agreement. In case of disagreement on the modified price, the Customer shall be free not to renew the Agreement, without taking into account the notice provided for in the Article "Entry into Force and Duration". If the Customer does not refuse the price change before the renewal of its subscription, the change will be deemed accepted.

The fees are indicated in euros excluding taxes, to which VAT applicable on the date of invoice must be added.

Payment of invoices shall be made by the Customer, in accordance with the terms agreed upon in the Order.

Invoices shall be issued by NOE at the beginning of the Initial Period or Renewal Period, or on the Order date, and are due immediately.

Payment shall be made by credit card, or any other means of payment provided for in the Order.

In the event of payment via a payment service provider, the Customer is informed that his payment data (such as bank card number) may be recorded by this payment service provider, for the sole purpose of processing the payment and in compliance with applicable regulations.

Invoices are drawn up in accordance with the legal provisions and will be issued at the beginning of the commitment period.

This payment is net and without discount.

All sums unpaid on the due date of the invoice will bear interest at a rate of three times the legal interest rate in force on the due date, as well as a fixed indemnity of forty (40) euros per invoice for collection costs for unpaid debt, as from the day after the due date set on the invoice and until actual payment. Interest shall be payable upon receipt of the debit notice sent by NOE, without prejudice to any damages that NOE may request to compensate for its loss.

In the event of a delay in payment, NOE may suspend access to the Solution, without additional notice. The calculation of interest shall continue even during the suspension period, without prejudice to any damages that NOE may claim to compensate for its loss.

ARTICLE 12. <u>LIABILITY</u>

Except as expressly stated in the Agreement, the Solution is provided "as is" and "without other warranty". NOE specifically excludes and disclaims all implied warranties of merchantability or fitness for a particular purpose and all other warranties, whether express or implied by law, statute or trade usage.

Each Customer shall provide information through the Solution or through a User, as well as interconnections with third party solutions, under its own responsibility and shall be solely responsible for ensuring that the information is published and interconnected in accordance with applicable laws and regulations. NOE is under no obligation to examine or verify the accuracy or completeness or content of any Data, regardless of its mode of reception.

NOE shall not be held liable for (i) the interpretation of instruction or Data received from the Customer, and (ii) any action taken, omitted or condoned by it on the basis of instructions, requests or directions received from a Customer or User or any other document delivered, sent or signed by a Customer or User.

NOE is not responsible if the document review performed by the Customer or User is not satisfactory. NOE is solely responsible for providing a Solution whose technical performance is compliance with the GTC.

NOE shall in no event be held liable for any indirect damage suffered by the Customer, Users or third parties that may arise from or in connection with the performance of the Agreement, the use of the Solution. Indirect damages shall include, but not be limited to, loss of profits or gains, commercial damages, loss of data not hosted by NOE, losses resulting from the deprivation of use of the software, the consequences of complaints, actions or claims by third parties against the Customer, even if NOE has been warned of their occurrence, with the exception of other warranties granted by NOE.

In any event, in the event that NOE is found liable, for any reason whatsoever and regardless of the legal basis invoked or upheld, for any or all damages combined and cumulative, NOE's liability shall be expressly limited and shall not - per contract year - exceed one hundred (100) % of the total amount paid by the Customer to NOE during the contractual period in force at the date of the occurrence of the damage under this Agreement.

NOE shall not be held liable in any way whatsoever in the event of (i) use of the Solution by the Customer or Users in a manner not authorized by the Agreement; (ii) use of all or part of the Solution when NOE, following a difficulty or for any other reason whatsoever, had recommended that its use be suspended; (iii) the occurrence of any damage resulting from the fault or negligence of the Customer or a User, or which the Customer or a User could have avoided by seeking NOE's advice; (iv) the use, in connection with the Solution, of programs not provided or endorsed by NOE and which may affect the Solution or the Customer Data.

ARTICLE 13. TERMINATION

13.1. Suspension

In the event of Customer non-compliance with the present GTC, NOE may suspend access to the Solution, without additional notice, and without prejudice to any damages that NOE may claim to compensate for its loss.

This clause may or may not be used prior to termination for breach.

13.2. Termination for breach

In the event of a serious breach by one of the Parties of one of its obligations under the Agreement, except in cases of force majeure, the other Party may terminate the Agreement within thirty (30) days from the sending of a formal notice by registered letter with acknowledgement of receipt to the defaulting Party, provided it remains without effect.

In any event, upon termination of the Agreement for any reason whatsoever, the Customer shall pay the invoices due up to the effective date of termination.

As of the date of termination, access to the Solution and the Customer's Data will be deleted by NOE, without NOE being liable to the Customer.

13.3 Reversibility

For purposes of reversibility, and regardless of the cause of termination of the Agreement, Customer shall have the option to recover Customer Data from the Solution prior to any deletion, for a period of six (6) months from the end of the Agreement, in a standard format. Otherwise, the Data will be deleted by NOE, unless NOE has to keep the data for legal purposes or if another

section the Agreement grants NOE the right to keep using the Data. Any Data recovery assistance will be subject to specific billing.

13.4 Force majeure

As part of the performance of the Agreement, the Parties shall not be held liable in the event of failure to perform their obligations due to any event of force majeure.

For the purposes of the Agreement, force majeure is understood to mean any unforeseeable, irresistible event that is external to the Parties within the meaning of the law and case law.

In the event of the occurrence of a force majeure event, it shall have the effect of suspending the performance of the obligations of the Party that is prevented from performing them, provided, however, that it immediately notifies the other Party of its existence by registered letter with acknowledgement of receipt within three (3) calendar days from the occurrence of the event, that it does its best to limit the consequences thereof and that it resumes performance of the Agreement as soon as the event or circumstances of force majeure disappear or cease. The Party suffering the force majeure shall cooperate with the other Party in order to limit as much as possible the harmful consequences of the non-performance of the Agreement.

However, in case the force majeure event lasts more than one (1) month, each of the Parties shall have the right to terminate the Agreement automatically by sending a registered letter with acknowledgement of receipt with immediate effect.

No damages or reimbursement can be claimed in such a situation.

ARTICLE 14. <u>SECURITY</u>

Each Party will provide its best efforts to implement all appropriate security measures to avoid causing cyber-security damages to the other Party. Each Party shall insure itself against any such risk and shall consequently undertake to maintain such insurance for the entire duration of the Agreement.

ARTICLE 15. <u>CONFIDENTIALITY</u>

The information exchanged by the Parties under the Agreement is confidential.

The obligations of this Article apply both in the case of voluntary disclosure but also in the case of negligence, or unintentional disclosure of any kind.

The Parties agree that all information is considered confidential information (hereinafter "Confidential Information"), regardless of the form and/or medium used:
- All information, analysis, studies and other documents in any form whatsoever relating to the existence and content of the discussions between the Parties;
- The methodologies, products, tools and software, hardware, industrial models and data of the Parties, as well as any updates, modifications or additions thereto;
- Other information identified as confidential by the Parties.

The Parties undertake to use Confidential Information, directly or indirectly, in whole or in part, for any purpose whatsoever, only for the purposes for which such Confidential Information is communicated and for the performance of the Agreement. The Parties also agree not to sell, assign, license, market, transfer or dispose of any Confidential Information for the benefit of a third party.

The Parties may, however, be required to disclose Confidential Information when the law or an institution (judge, administration) requires them to do so. In this case, the Party must give prior notice to the other Party to enable it to take any legal action to obtain a protective measure.

This obligation of confidentiality does not apply to the Parties when:
- One of the Parties can prove that the information results from an activity carried out for its own needs or for the benefit of an independent third party in good faith;
- The information was in the public domain at the date of its communication;
- Information is publicly available by publication or other means of communication, unless this is due to the fault or negligence of the Party receiving such information;
- The information is Statistical Data;
- Where the Party who has received such information can prove that it has been communicated to it or can be communicated to it by a third person without breaching an obligation of confidentiality.

The Parties undertake, upon termination of the Agreement, to delete all Confidential Information that has come to their knowledge during the performance of the Agreement, unless they are required to retain it in order to comply with their legal obligations.

Notwithstanding the above, NOE remains free to retain and use the Customer's Data as set out in Article ""Use of Customer Data by NOE".

The obligation of confidentiality will survive for a period of three (3) years from the effective date of the total termination of the Agreement.

ARTICLE 16. GENERAL STIPULATIONS

16.1. Use of trademarks and logos
All trademarks and logos used by NOE to identify its products, produce its advertising brochures and write its official documents are protected by intellectual property. They are the sole property of NOE.

The Customer has no right to reproduce or use these trademarks and logos. In addition, the Customer is not authorized to remove the trademarks, logos, copyrights and all inscriptions related to intellectual property rights used by NOE to identify its products.

16.2. Insurance

NOE undertakes to take out an insurance policy with a company known to be solvent and to maintain in force for the entire duration of the Agreement, guaranteeing the consequences of the liability it may incur in the performance of the Agreement.

NOE will provide proof of insurance upon written request, up to once per year.

16.3. Reference

Customer agrees that NOE may use its name or logo as a reference on its commercial documents (including its website).

16.4. Assignment

Neither Party is authorized to transfer its rights and obligations under this Agreement without the prior written consent of the other Party. However, NOE is authorized to transfer its rights and obligations under this Agreement within its group of companies, as defined by the French Commercial Code, or to the surviving entity of any merger, transfer or combination in which it participates, or to the purchaser of all or a substantial part of its shares or business.

16.5. Communications

Any registered letter with acknowledgement of receipt shall be deemed to have been received and shall be effective from the date of its first presentation.

Notwithstanding the cases of notification provided for by registered letter, the Parties shall be required to exchange information electronically, whether or not secure, in the context of the performance of the Agreement. The Parties agree to give full value of proof to electronic mail and, more generally, to electronic communications between them.

Unless otherwise stipulated in the Agreement, the files, data, messages and computerized registers kept in the computer systems of each Party will be accepted as proof of the communications, agreements and payments made between them.

16.6. Non-exclusivity

The Parties retain the right to enter into a contract with another Party for a subject identical or similar to those of the Agreement.

16.7. Relationship between the Parties

The Parties declare that the Agreement can in no way be considered as a constitutive act of any legal person or legal entity whatsoever, and that any form of "affectio societatis" is formally excluded from their relationship.

16.8. Severability

If any clause of the Agreement is declared null and void with respect to any law in force or a court decision that has become final, it shall then be deemed to be unwritten, without invalidating the contractual whole by which the Parties remain committed to each other, nor altering the validity of its other stipulations.

The other provisions of the Agreement shall remain unchanged and shall continue to apply as if the null and void provisions were no longer included in the Agreement, except in the event that they are inseparable from the provision deemed to be unwritten.

The Parties shall in this case come together to agree on a new clause to replace the one declared null and void, it being understood that the new clause shall respect as far as possible the spirit and the economic impact on the Parties of the original clause.

16.9. Non-waiver

The Parties mutually agree that the fact that one Party tolerates a situation does not have the effect of granting the other Party acquired rights.

Moreover, such tolerance cannot be interpreted as a waiver of the rights in question.

16.10. Survival

Any provision of the Agreement which, by its nature, extends beyond the termination date is extended until it is fully executed and applies to the respective assigns and transferees of both Parties.

16.11. Titles

In the event of difficulties of interpretation between any of the titles appearing at the head of the contractual clauses and any of the clauses, the titles will be declared non-existent.

16.12. Disputes

The Parties elect domicile at the addresses indicated in the Agreement.

The Agreement is drafted in English and governed by French law.

In the absence of an amicable agreement between the Parties pursuant to Article "Termination", the dispute will be submitted to the Lille Commercial Court, whose jurisdiction is expressly recognized, including in the case of summary proceedings, warranty call or multiple defendants.

APPENDIX 1 - SLA

- **Availability of the Solution:**

NOE shall ensure the availability of the Solution from 9 (nine) AM to 6 (six) PM, seven (5) day per week basis, and NOE shall use reasonable efforts to ensure 98% availability per calendar month, subject to any testing or installation phase, and to interruptions made necessary for the maintenance of the Solution.

Any planned testing or installation phase, and any planned interruption required the technical maintenance of the hardware or software is excluded from this availability requirement.

- **Support**

Technical support requests can be requested directly within the User Account.

Maintenance requests will be handled during the following time slots: 9 am - 5 pm Monday through Friday (excluding French bank holidays). Any Maintenance request outside of these time slots will be considered as having been transmitted on the next support opening day.

NOE shall send Customer an acknowledgement of receipt and undertakes to make its best efforts to provide appropriate technical assistance within a reasonable time from the sending of said acknowledgement, taking into consideration the difficulty and content of the request.

Technical assistance will be provided in English.

APPENDIX 2 - PERSONAL DATA

This document is considered an Appendix to the Agreement.

Customer Data imported into the Solution is the exclusive property of the Customer.

The Customer is thus likely to import Personal Data into the Solution. This import may also be carried out via interconnections requested by the Customer and implemented by it. The Customer declares that it has the right to import Personal Data into the Solution and is solely responsible for the Data that is imported into the Solution.

NOE records and keeps the Data created or generated on the User Account, unless different instructions have been previously agreed upon or expressly requested by the Customer, it being understood that any deletion or modification of these contents by the Customer or a User on its User Account remains the sole responsibility of the Customer.

The Data is imported into the Solution only for the time necessary for it to be processed by the Solution.

User information is deleted once the User Account is deleted, under the terms set out in this Appendix.

NOE and the Customer both agree to comply with their obligations relating to the processing of personal data, and in particular with the GDPR.

Within the framework of the Agreement, NOE acts as a data processor, since the Data integrated by the Customer into the Solution is integrated by the Customer as data controller.

The Data is stored within the European Union, with a service provider complying with the regulations in force.

NOE is authorized to process, on Customer's behalf, the Personal Data necessary to provide the Solution, in the following manner:
- The nature of the operations carried out on the data are as follows:
  - Hosting, collection, recording, organization, conservation, adaptation, modification, extraction, consultation, use, communication by transmission, distribution or any other form of provision, reconciliation or interconnection, blocking, erasure or destruction.
- The purpose(s) of the treatment are as follows:
  - Provide access to the Solution, as well as any related information, in compliance with the Agreement.
  - Enable the operation of the Solution.
  - Manage of the commercial relationship with the Customer.
  - Manage the Solution and perform internal operations (e.g., troubleshoot anomalies, analyze data, perform tests, research, survey statistics, etc.).
  - Ensure the security of the Solution.
  - Manage requests for the exercise of rights by the persons concerned.
- The data processed is the following (it being understood that some of them are optional for the use of the Solution, the Customer may not add or modify them, under his own responsibility):
  - First Name
  - Last Name
  - Email
  - Password
  - Account creation date
  - Date of acceptance of the Agreement
  - Mail address

- o Address including street, postal code, city, region, country
- o Phone number
- o Position
- o Company name
- o Newsletter status and date of acceptance
- o Activity domain
- o Website

For the execution of the Agreement, the Customer shall include the following necessary information in the Solution:
- First Name
- Last Name
- Email
- Password

NOE is committed to:

1. Process the Data solely for the purpose of performing the Agreement.

2. Process the Data in compliance with the Customer's documented instructions as set forth in the Agreement or provided by the Customer. If NOE considers that an instruction constitutes a breach of GDPR or any other provision of European Union law or of the law of the Member States relating to data protection, it shall immediately inform the Customer thereof. In addition, if NOE is required to transfer Data to a third country or to an international organization under the law of the Union or the law of the Member State to which it is subject, it must inform the Customer of this legal obligation prior to the processing, unless the law concerned prohibits such information for important reasons of public interest.

3. Ensure the confidentiality of the personal data processed, in accordance with the framework provided for in this Agreement.

4. Ensure that the persons authorized to process personal data under this Agreement.
   - Are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality.
   - Receive the necessary training in the protection of personal data.

5. To take into account, with regard to its tools, products, applications or services, the principles of data protection from the design stage and data protection by default.

6. In terms of ulterior processing:
   1. NOE may use another processor (hereinafter, the "ulterior processor") to carry out specific processing activities. In this case, it shall inform Customer in advance and in writing of any planned changes regarding the addition or replacement of other ulterior processors. The Customer will then have a period of seven (7) days to make any duly justified objections. In the absence of opposition, the change will be considered as accepted. In case of opposition, the Parties will meet to find a solution. Failing a solution, the Customer may terminate the Agreement subject to thirty (30) days' notice after sending a formal request to this effect by registered mail with acknowledgement of receipt.

      This information must clearly indicate the processing activities subcontracted, the identity and contact details of the ulterior processor and the dates of the sub-processing. It is understood that NOE already uses the following ulterior processor for the provision of the Solution, which the Customer accepts:

Name	Activity	Country	Justification for transfer outside the EU (if applicable)
Amazon Web Services EMEA SARL	Hosting	EEA	N/A

2. The ulterior processor is required to perform the obligations of this Agreement on behalf of and in accordance with the instructions of the Customer. NOE is responsible for ensuring that the ulterior sub-processor provides the same sufficient guarantees that appropriate technical and organizational measures are implemented so that the processing meets the requirements of the European Data Protection Regulation. If the ulterior processor does not comply with its data protection obligations, NOE shall remain fully liable to Customer for the other ulterior sub-processor's performance of its obligations.

7. Right of information of the persons concerned: the Customer is responsible for ensuring that it has the consent of data subjects in case of integration of their Personal Data into the Solution.

8. Exercise of individual rights: To the extent possible, NOE shall assist the Customer in fulfilling its obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, deletion and opposition, right to limit processing, right to data portability, right not to be subject to automated individual decision making (including profiling). The Customer shall provide the data subjects with a contact address for such requests and shall respond to them in accordance with its legal obligations. The Customer shall be responsible for forwarding any Data related requests from a Data Subject to NOE.

9. NOE shall notify the Customer of Personal Data breach within a maximum period of forty-eight (48) hours after becoming aware of it, at the e-mail address provided by the Customer.

   The notification contains at least:
   - A description of the nature of the Personal Data breach including, if possible, the categories and approximate number of persons involved in the breach and the categories and approximate number of Personal Data records involved;
   - the name and contact details of the Data Protection Officer or other contact point from which further information can be obtained;
   - a description of the probable consequences of the Personal Data breach
   - a description of the measures taken or that NOE and the Customer propose to take to remedy the Personal Data breach, including, if applicable, measures to mitigate any negative consequences.

   If and to the extent that it is not possible to provide all of this information at the same time, the information may be provided in a staggered manner without undue delay.

   The Parties will then agree on which Party is responsible for making the notification to the competent control authority and data subjects impacted, and the other Party shall provide assistance to that effect.

10. Provide its best efforts to assist the Client in the context of its obligations in terms of personal data protection (assistance in carrying out impact analysis, if necessary).

11. Implement, under a best efforts obligations, the cyber-security practises compliant with industry standards.

12. Within six (6) months from the term of the Agreement, to delete all Personal Data, or to transmit it to the subcontractor designated by the Customer, upon the Customer's express written request, before the end of the Agreement. This does not apply to Personal Data that must be retained for a longer period of time, pursuant to legislation or regulations.

   During the term of the Agreement and in the event of termination of the contractual relationship, regardless of the cause, NOE undertakes to return, free of charge, all Customer Data in an open format that can be read without difficulty in an equivalent environment, in compliance with the right of portability.

   This Data may be retrieved without delay by the Customer via the Solution, within a maximum period of six (6) months from the end of the Agreement via a support request.

13. To communicate to the Customer the name and contact details of its data protection officer, if it has appointed one in accordance with Article 37 of GDPR. Any request relating to personal data may be addressed directly through the User Account.

14. To maintain a written record of all categories of processing activities performed on behalf of the Client including:
    - The name and contact details of the Customer, its possible processors and, if applicable, the data protection officer.
    - The categories of treatments performed on behalf of the Customer.
    - Where appropriate, transfers of personal data to a third country or to an international organization, including the identification of that third country or international organization and, in the case of transfers as referred to in the second subparagraph of Article 49(1) of GDPR, documents proving the existence of appropriate safeguards.
    - To the extent possible, a general description of the technical and organizational security measures as listed above.

15. To provide to the Customer the documentation necessary to demonstrate compliance with all of its obligations and to enable audits relating to compliance with this Annex, including inspections, to be carried out by the Customer or another auditor, not competing with NOE that it has commissioned, and to contribute to such audits as part of an obligation of means. It is agreed that these audits will be conducted remotely, without direct access to NOE's systems or premises.

The Customer undertakes to:
1. Provide NOE with the information necessary for the performance of NOE's obligations under the Agreement.
2. To document in writing any instructions regarding data processing by NOE.

The Client remains fully responsible for the conformity of its choices and settings with the applicable legislation and undertakes to involve before taking a decision any competent person able to advise it in this respect, such as an internal or external data protection officer or legal counsel.