ARTELIA
Digital Solutions

TERMS AND CONDITIONS OF SERVICE

Simillar

1. PURPOSE

The purpose of these General Terms and Conditions of Service (hereinafter referred to as the "**General Terms and Conditions**") is to define the terms and conditions under which Artelia Digital Solutions, a simplified joint-stock company with a capital of 266,000 Euros, whose registered office is located at 171 boulevard de l'Amiral Mouchez – 76600 Le Havre – France, registered with the Trade and Companies Register of Le Havre under number 328 195 607 (hereinafter, the "**Service Provider**") makes the Service available to any natural or legal person who has subscribed to a trial and/or annual subscription of Simillar (hereinafter "**Customer**"). Any subscription irrevocably entails the acceptance of these General Terms and Conditions in their entirety, unless expressly stated otherwise in the Quotation. Together with the Quotation and any attached documents, they constitute the contract ("**Contract**") defining all the obligations of Artelia Digital Solutions and the Client (the "**Parties**").

2. DEFINITIONS

- **Administrator**: any User designated by the Client to access the Solution with administrative rights, in particular in order to manage and control access to the Service by other Users, within the limits provided for in the Agreement.
- **Affiliate**: any legal entity controlled directly or indirectly by the same parent company, control being understood within the meaning of Article L 233-3 of the French Commercial Code.
- **3D library**: the Service Provider's data library including the Unit Objects, made available to Users for the realization of Projects.
- **Effective Date**: the date on which the Quotation is signed by the Client.
- **Quotation**: any quotation or similar document issued by the Service Provider to the Client describing the specific conditions for the provision of the Service and any other service subscribed to by the Client.
- **Data**: information, documents and, in general, data from the Client's data library, compiled and/or provided by the Client in the context of the use of the Service, including in particular the Client's technical information used for the implementation of the Projects (two- or three-dimensional technical plans, data relating to the phasing of the works, traffic, etc.). signage and organization of the site, etc.) as well as the Customer's Personal Data.
- **Personal Data**: as defined in Appendix A.
- **Executable:** software to be downloaded to the User's computer, allowing in particular to execute the 3D functionalities using the computer's hardware resources and to access the rest of the Solution hosted by the Service Provider.
- **Identifiers**: as defined in Article 4.1.
- **Guest**: a person to whom a User gives access to the visual renderings of a Project via the "Viewer" feature of the Solution.
- **Unitary object**: 2D or 3D element made available to Users in the 3D Library for the realization of Projects.
- **Project**: 3D modeling created by the import of the basemap (available in the Solution or imported by the User) and the spatial arrangement of Unit Objects of the 3D Library by the User as part of the Services, including all the imported Data, parameters, graphic elements and associated configurations. Each model carried out by a User on his or her User account includes a title, an update date and constitutes a Project.
- **Service**: provision of the Solution and its functionalities, as well as the associated services, detailed in the article 3.
- **Solution or Simillar**: the hybrid IT solution, including the Executable, developed, operated and hosted in part by the Service Provider, allowing the realization of 2D and 3D representations, static and dynamic, as well as the simulation and editing of visual renderings of Projects.
- **User:** any natural person designated by the Client as having the authorisation to access the Service and the associated services. The maximum number of Users authorized to access the Services is specified in the Quotation.

3. DESCRIPTION DU SERVICE

3.1. THE SERVICE

The Service offered by the Service Provider includes:

- the provision of Simillar, including the Executable, and related features;

- access to a dedicated platform offering tutorials, guides and additional support resources;
- the additional services described below.

Any other service not included in the Service or in the Quote, or any request for an additional User, must be the subject of a new Quote between the Service Provider and the Client, and may be invoiced in addition at the current rate or according to an approved quote.

By subscribing to the Service, the Client authorises the personalisation by the Service Provider of certain elements of the Solution when opening its account and expressly grants the Service Provider the right to use its name, trademark, logo, visual charter or any graphic element that it has communicated to it, as well as those of its Affiliates, as the case may be, for the purposes of this customization. The Client guarantees and indemnifies the Service Provider against any recourse resulting from the use by the Service Provider of these elements.

3.2. ADDITIONAL SERVICES

3.2.1. Maintenance

The Client benefits from corrective and evolutionary maintenance as described below during the duration of its subscription to the Service.

Corrective maintenance:

The Service Provider shall make its best efforts to provide the Client, during the term of the Contract, with corrective maintenance in order to correct any malfunction or bug found on the Solution.

In the event of a malfunction solely attributable to the Solution, the Client may contact the Service Provider by email at the following address: contact.simillar@arteliagroup.com. The Service Provider will process requests from Monday to Friday, excluding non-working days or public holidays and excluding closing days, from 9 a.m. to 5 p.m. Depending on the need identified, the Service Provider will estimate the response time and keep the Client informed.

The Client is duly informed that the Service Provider will not carry out the support service in the following circumstances:

- the Client's refusal to cooperate with the Service Provider in the resolution of the incident and in particular to respond to questions and requests for information;
- use of Simillar in a manner that is not in accordance with its intended purpose;
- deliberate act of damage, malice, sabotage;
- deterioration due to force majeure;
- reconstitution of data or files damaged or lost by the Client or a third party under the responsibility of the Client;
- travel and interventions of the Service Provider on the Client's site.

In the event that the Client nevertheless wishes to intervene from the Service Provider, this may be carried out subject to a feasibility study and the validation of a Quote drawn up in accordance with the Service Provider's tariff in force on the day of the request.

Evolutionary maintenance:

The Client agrees that the Provider may carry out evolutionary maintenance of Simillar, i.e. updates to Simillar (including the Executable) and its functionalities or the provision of new versions of Simillar (including the Executable) or its functionalities. Any new versions or features not initially included at the time of the Client's subscription may, at the Provider's discretion, be subject to the acceptance of additional conditions by the Client and to an additional subscription. In the event of refusal of these new conditions, the Client will not be able to access the new versions or features.

Maintenance planning:

Access to the Solution may be limited or suspended for reasons of planned maintenance, which may include the aforementioned corrective or evolutionary maintenance operations. If necessary, the Service Provider will inform the Client by any means within a reasonable period of time before the maintenance operation.

3.2.2. Hosting

The Service Provider provides hosting for Simillar, with the exception of the Executable, as well as the Data on its servers or through a professional hosting provider.

4. IDENTIFICATION AND ACCESS TO THE SERVICE

4.1. IDENTIFICATION

Access to Simillar is strictly individual, with User accounts being nominative. Each User has identifiers consisting of his or her email address and a password (hereinafter, the "**Identifiers**"). The Identifiers are personal and confidential. The password is encrypted and is not accessible to the Service Provider's employees. The Client undertakes to ensure that only Authorised Users have their own Identifiers and to ensure that their confidentiality is respected. In the event that the Client becomes aware of an unauthorised person who has accessed the Service from the Identifiers, or in the event of loss, theft or fraudulent use of the Identifiers, the Client undertakes to inform the Service Provider without delay so that the corresponding account can be blocked immediately. The Client will then be able to use the

procedure set up by the Service Provider allowing him to change his password. If a User forgets the password, or if the password does not work, the procedure set up by the Service Provider (*"Forgot Password") must be followed* .

Any transactions carried out using the Customer's Identifiers are deemed to constitute a use of the Solution by the Customer, which the Customer expressly declares to accept, unless proven otherwise. The Customer is responsible for all actions that are performed on the accounts of the Customer's Users.

4.2. UPDATING IDENTIFIERS

As part of the subscription process, the Client undertakes to provide current, complete and accurate information regarding the identification of the Administrators and Users with access to the Service and to maintain and/or update such information so that it is always current, complete and accurate during the term of the Agreement. The Service Provider cannot be held liable in the event of a Data leak or disclosure of Projects resulting from a failure to update a User account by the Client.

In the event of a User's departure or change of role with the Client, it is the responsibility of the Administrator to replace the account concerned to create a new access to the replacement in Simillar. As such, the Client acknowledges that it cannot reassign a User account to a former User without the prior agreement of the Service Provider.

4.3. SHARING WITH GUESTS

A User will be able to share a non-editable visual of a Project to Guests using the "Viewer" feature available in the Solution. To do so, the Guest will need to use the code shared by the User ("Guest Code") to access the Solution. Once the sharing has been done with the Guest, it is not possible for the User to revoke the Guest's access to the visual. If a Project is shared with a Guest, any subsequent changes made by a User will automatically be visible to the Guest, who will no longer have access to previous versions.

The Client expressly acknowledges that any operations carried out by means of a Guest Code provided by one of its Users are deemed to constitute a use of the Solution by the Client. Customer is responsible for all actions that are performed by Guests in the Solution. The Service Provider expressly excludes any liability to the Client in connection with the sharing of visuals with Guests, and in particular, the Service Provider cannot be held responsible for sharing with a Guest the wrong version of a Project.

4.4. TECHNICAL REQUIREMENTS TO ACCESS THE SERVICE

The Solution is provided as part of an infrastructure using the Customer's resources, subject to the Customer's compliance with its obligations, in particular with regard to the payment of the network connection price without which no access to the Solution is possible.

In addition, the Client must have the compatible equipment (hardware) as indicated in the Quotation.

Finally, each Administrator, User or Guest must download the Executable allowing access to the Solution, available on the Service Provider's website: https://www.news.arteliagroup.com/fr/telechargement-simillar.

5. DATA

5.1. DATA PROVIDED BY THE CUSTOMER

The Service Provider acknowledges that the Incoming Data is and remains the exclusive property of the Client and that the Service Provider does not acquire any rights with respect to such Incoming Data, except for a right of use limited to the needs of the performance of its obligations. In addition, the Service Provider may use the Client's Data to carry out the operations necessary for the establishment of its invoices and usage statistics as well as for the provision of any explanation concerning the performance of the Service.

The Client assumes any editorial responsibility for the use of the Services. The Client is solely responsible for the quality, lawfulness and relevance of the Data and content that it transmits or generates in the context of the use of the Services. It also guarantees that it is the holder of the rights allowing it to use the Data and Content. Consequently, unless the Data is used outside the framework of the Contract or according to the authorisations given by the Client, the Service Provider shall not be held liable in the event of non-compliance of the Data and/or content with laws and regulations as well as public order. The Client also guarantees and indemnifies the Service Provider against any claim by a third party relating to the Data.

The Service Provider undertakes to:

i. use the Data only within the limits of the Agreement;
ii. use commercially reasonable efforts to maintain the Confidential Data and treat it in a manner that preserves its confidential and private nature;
iii. not to communicate to third parties (apart from its possible partners or at the request of a judicial or administrative authority), free of charge or for a fee, all or part of the Data, regardless of the form of this communication and regardless of the capacity of the third party;
iv. not to make a copy of all or part of the Data or to create or operate a database from the Data, except for the purposes of the Service as provided for in the Agreement;

v. inform the Client as soon as possible, after it has become aware of any destruction, even accidental, loss, alteration, disclosure or unauthorised access to the Data and its recommendations for reconstituting the affected Data.

In addition, any use by the Service Provider of Projects carried out by the Client for commercial purposes will be subject to the Client's prior and explicit consent.

The Client expressly acknowledges that the Service Provider remains the owner of all graphic elements or data included in the Solution (in particular in the 3D Library) and made available to the Client for the realization of its Projects, without the Client being able to claim any right whatsoever over said elements or data.

5.2. PROTECTION OF PERSONAL DATA

The Parties undertake to comply with the French and European legislation in force, and in particular, Law No. 78-17 of 6 January 1978, as amended, known as the "Data Protection Act" and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "Regulation").

As such, each of the Parties shall comply in particular with the provisions set out in Annex A hereto.

The Client undertakes in particular to ensure that the Personal Data transferred to the Service Provider and/or processed in the context of these Terms and Conditions have been collected in accordance with the Regulations, including in particular (i) the prior collection of the consent of the persons concerned where applicable, (ii) the traceability of said collection and (iii), in any event, their prior information.

6. OBLIGATIONS OF THE PARTIES

6.1. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes to take all necessary care and comply with the rules of the art for the implementation and provision of the Service. Given the nature of the Service, the Provider's obligations under the Contract are obligations of means ("*obligations de moyen*").

The Service Provider makes its best efforts to ensure the security of the Data by implementing the measures described in Appendix B.

In the event of a security breach, notified by the Client or observed by the Service Provider, likely to compromise the security of the Solution, the Data of the Client or the Data of the Service Provider's other customers, the Service Provider may, without notice, interrupt the Solution in order to remedy the security breach. In this case, the Client may not claim any compensation or hold the Service Provider liable for any reason whatsoever.

6.2. CLIENT OBLIGATIONS

The Customer shall use the Service in accordance with this Agreement and shall guarantee compliance with the terms of use by the Administrators, Users or Guests.

The Client undertakes to use the Service in accordance with the regulations in force and in particular to comply with all of its obligations. In particular, he is solely responsible for the proper completion of all formalities, in particular administrative, tax and/or social security and for all payments of contributions, taxes or duties of any kind that are incumbent on him, if applicable, in relation to his use of the Service. The Service Provider may not be held liable in this respect under any circumstances.

The Client is responsible for the accuracy of the Data it provides in the context of the use of the Service as well as for the absence of any virus or program likely to harm the proper functioning of the Service and the associated infrastructures. The scaling up of the basemaps is the sole responsibility of the Client. Any malfunction or inconsistency related to poor scaling does not constitute a defect in the Solution and cannot engage the responsibility of the Service Provider.

In the case of files imported or exported from the Solution by the Client, the Client is responsible for the conservation and backup of the original files and the visuals exported on its computer system. In addition, the Service Provider cannot be held liable in the event of accidental destruction or failure to save the Data and Projects, by the Client or by a third party having accessed the Service using the Client's Identifiers or via the Guest Code, in particular when an error message has appeared in the Solution and the Client has ignored such a message.

The Client is solely responsible for choosing the rights assigned to each Administrator, User or Guest in connection with the management of the profiles and associated rights.

The Client acknowledges that the Service Provider is not responsible for the management or internal administration of the Administrator accounts or User accounts, and more generally for the use of the Service by the Client.

The Client is solely responsible for the compliance of the Administrators' and Users' access to and processing of the Data, and more generally for compliance with the rules applicable to the processing and/or use of the Data carried out via the Service, whether under the rights of third parties, intellectual property rights, regulations on personal data, confidentiality or any other legal or contractual obligations applicable to the Customer.

The Client undertakes to use the Solution in accordance with its purpose and under the conditions set out in this Agreement. The Client undertakes to prevent any unauthorised use of the Solution and to put an end to any possible abuse. The Client is also required to inform the Service Provider immediately if it becomes aware that the

Solution is subject to unauthorised access or is being misused. In any event, the Service Provider reserves the right to monitor the use of the Solution by the Client and to suspend access to and use of the Solution without notice in the event of abnormal use by the Client. In this case, the Client may not claim any compensation or hold the Service Provider liable for any reason whatsoever.

6.3. RESTRICTIONS ON USE

Unless the Service Provider expressly consents in writing, the Client undertakes not to carry out the following actions and to ensure that no third party carries them out:

i. reproduce all or part of the Solution and the Service on any medium whatsoever;
ii. sell, resell, lease the Service or all or part of the Solution to a third party or any transaction equivalent in practice (except as expressly permitted in this Agreement);
iii. decompile the Solution (including the Executable) or any other part of the Service except as required by law;
iv. carry out load tests, penetration tests or any other similar verification without having previously obtained the express consent of the Service Provider;
v. attempt to create a substitute or similar solution through the use of or access to the Solution;
vi. use the Solution to store or transfer Customer Data whose export is subject to export control laws;
vii. threaten the integrity and/or security of any computer network or system, including the transmission of chain letters or advertising messages, the transmission of worms, viruses and other criminal code, as well as unauthorized access to any device or information;
viii. Violate generally accepted standards of conduct and use of the Internet or other networks, such as denial of service attacks, defacement of web pages, port and network scanning, and unauthorized entry into the systems of others.

7. OWNERSHIP AND USE RIGHTS

7.1. INTELLECTUAL PROPERTY

7.1.1. General provisions

Each Party remains the owner or holder of intellectual property rights of all kinds (patents, trademarks, designs, literary and artistic property), know-how and knowledge that it possesses at the time of signing the Contract or on which it holds operating licenses.

The Service Provider remains the owner of the intellectual property rights relating to any element of the Service or Simillar (all Simillar architecture, computer programs, software, including the Executable, products, graphic interface elements, elements of the 3D Library, etc.), as well as more generally of the IT infrastructure (software and hardware) implemented, developed and made available within the framework of the Service, which remain reserved for all (or, as the case may be, remains reserved for the holder of such rights). To this end, the Service Provider declares that it holds the intellectual property rights authorizing it to enter into the Contract on the Service and Simillar.

The conclusion of the Agreement does not entail any transfer of intellectual property rights of any kind to the Client. The temporary provision of Simillar under these terms and conditions cannot be considered as the transfer of any intellectual property right to the Client, within the meaning of the French Intellectual Property Code.

The Client shall refrain from infringing in any way whatsoever the reproduction, representation and other rights held by the Service Provider.

The conclusion of the Contract does not confer any rights, in whole or in part, of any kind whatsoever on the Client to the trademark, name or logo of the Service Provider or any of its Affiliates.

7.1.2. Special provisions – Simillar settings and evolution

Given the nature of Simillar, the Parties agree that the settings and developments of SIMILLAR carried out by the Service Provider benefit all of the Service Provider's customers using Simillar.

These settings and developments are part of the Service Provider's business model, based on the pooling of developments and the continuous improvement of the solution.

In the event of a specific request from the Client, relating to a configuration or an evolution that is not included in the Service Provider's roadmap, the latter undertakes to study the feasibility. He reserves the right to refuse the request or to propose a realization according to technical and financial conditions to be defined.

In any event, the Service Provider remains the full owner of the configurations, creations, deliverables and evolutions carried out within the framework of this Agreement, including those resulting from specific requests from the Client (creation of a Unit Object, development of a new feature, etc.) and may benefit all its customers using Simillar.

7.2. RIGHT OF USE

The Provider grants the Client a personal, non-exclusive, non-assignable and non-transferable right to access and use Simillar (including the Executable), for the duration of the Agreement and for the entire world.

The Client undertakes to use the Service and the Solution only in accordance with its needs and the Agreement. In particular, the right to use the Service is granted only for the purpose of enabling the Client to use Simillar, to the exclusion of any other purpose.

The right of use means the right to access and represent Simillar in accordance with its purpose.

The Client shall refrain from any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive, as well as any reproduction of elements of the Service or Simillar, including to correct errors, the Service Provider alone reserving this right.

8. DURATION OF THE CONTRACT

The Agreement applies from the Effective Date for the term initially provided for in the Quotation (the "Initial Term")

Upon the expiration of the Initial Term and then of each contractual period, the Agreement will be automatically extended for an additional period of one (1) year, unless otherwise indicated in a new Quote duly signed by the Parties or, in the event of termination by one of the Parties by email sent to the other Party at least three (3) months before the end of the current period.

By way of derogation from the foregoing, in the event of a trial subscription via the website, the duration of the Agreement will be 30 days.

9. FINANCIAL CONDITIONS

9.1. PRICE

The subscription rates for the Service and any associated services are set by the Service Provider according to the offers chosen and the scope taken into account.

At the end of the initial subscription period, the Service Provider may revise these rates annually on each anniversary date and will inform the Client in writing (including by e-mail) at least 30 days in advance.

9.2. BILLING AND PAYMENT

Unless otherwise stipulated in the Quotation, invoices relating to access to and use of the Service are annual and payable in advance.

In addition, the interventions carried out by the Service Provider at the Client's request and for the purpose of an additional service will be invoiced separately to the Client by the Service Provider according to the rate indicated in the commercial proposal communicated.

All invoices will be paid thirty (30) days from the date of the invoice, net and without discount, by bank transfer.

All charges must be paid in euros (EUR) unless otherwise stated on the invoice.

9.3. LATE PAYMENT

Late payment penalties are payable, without the need for a reminder, on the day following the payment date indicated on the invoice if the sums due are paid after this date.

These penalties are calculated per calendar day of delay by applying, to all outstanding sums, a *pro rata temporis* interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation (REFI) plus ten (10) percentage points, provided that this increased rate may not be less than three (3) times the legal interest rate.

The REFI rate to be applied during the first half of the year will be the rate in force on 1 January of the year in question and the rate to be applied during the second half of the year will be the rate in force on 1 July of the year in question.

Any late payment will also give rise to the payment of a lump sum compensation for recovery costs in the amount of forty (40) euros, in addition to the penalties for late payment. If the recovery costs prove to be higher than the amount of the lump sum compensation set above, the Company may request, upon justification, additional compensation.

9.4. TAXES

The Client is responsible for paying any applicable taxes and must pay the sums due to the Service Provider without any deductions related to such taxes. If the Service Provider is under an obligation to collect or pay taxes, these will be charged to the Customer, unless the Customer provides the Service Provider with a valid tax exemption certificate, issued by the competent tax authority. If the Client is obliged by law to deduct taxes from its payments to the Service Provider, it must provide the Service Provider with an official tax receipt or other appropriate document serving as proof.

10. TERMINATION

10.1. TERMINATION FOR DEFAULT

In the event of non-compliance by one of the Parties with any of its obligations under this Contract, the other Party may, without prejudice to the other remedies available to it, terminate the Contract within two (2) months after a reasoned formal notice sent by registered letter with acknowledgement of receipt to the defaulting Party and which has remained unsuccessful.

10.2. EFFECTS OF TERMINATION

Upon termination of this Agreement, Customer will lose its right to access and use the Solution, including the Executable.

In addition, the Service Provider will retain the sums paid by the Client and the Client will have to pay all sums remaining due (invoiced or not yet invoiced) under the Agreement on the date of termination.

Projects created by the Client in Simillar will be retained by the Service Provider for a period of one (1) year from the effective date of termination. After this period, the Projects will be permanently deleted without the possibility of recovery.

11. FORCE MAJEURE

None of the Parties shall be held liable for delays or impossibilities in fulfilling its contractual obligations arising as a result of one or more events constituting cases of force majeure as defined in Article 1218 of the Civil Code and recognized as such in case law (hereinafter "Force majeure").

In the event of the occurrence of an impossibility of performance in the event of a case of Force Majeure, the Party concerned must notify the other Party without delay of the incident constituting the case of Force Majeure and do its utmost to provide a solution or try to limit its consequences in order to resume its contractual obligations as soon as possible.

In the event of the occurrence of a case of Force Majeure, the obligations of the Parties are suspended without the liability of one Party being incurred towards the other. By express agreement, the Parties acknowledge that the occurrence and persistence of a case of Force Majeure does not entitle either Party to the termination of the Contract, unless the suspension of the Parties' obligations lasts for more than thirty (30) consecutive days. The termination will then be effective on the date of receipt of the registered letter with acknowledgement of receipt by the Receiving Party, and will not give rise to any compensation solely due to the termination.

12. LIMITATION OF LIABILITY

Each Party shall be liable for the consequences resulting from its faults, errors or omissions, as well as for the faults, errors or omissions of its subcontractors that may cause direct damage to the other Party. Under no circumstances shall the Service Provider be liable for any indirect and/or immaterial damage that may result from the subscription, use or impossibility of use of the Solution and the Services or any other service, such as financial or commercial loss, loss of customers or opportunity or savings, commercial disturbance of any kind, operating loss, loss of productivity, increased costs and other overheads, loss of profit, loss of contracts, loss of brand image, postponement or disruption of a project schedule or in the company's activity, loss of data, files or computer programs of any kind, even if the Service Provider has been aware of the possibility of such damages.

Furthermore, at no time does the Service Provider guarantee the reliability or operation of the telecommunications networks and means used. The Service Provider is not responsible for any difficulties or impossibilities in accessing its Services resulting from:

i. "Force Majeure" as defined herein;
ii. interruptions, malfunctions or modifications of communication networks under the responsibility of telecommunications operators;
iii. circumstances outside its network (and in particular malfunctions of the Client's and/or a third party's equipment or solutions that are not under the responsibility of the Service Provider);
iv. the intervention of the Client or third parties who are not under the responsibility of the Service Provider.

In any event, regardless of the basis of liability, for any reason whatsoever and provided that direct damage has been demonstrated, the total amount of damages and any reparations due by the Service Provider to the Client, except for gross negligence or fraud, and for the entire duration of these terms and conditions, may not exceed the subscription price paid by the Client to the Service Provider for the subscription of the User account concerned in the 12 months preceding the event giving rise to the liability.

13. ADVERTISEMENT

The Client agrees that its company name and logo may be mentioned among the Provider's customer references, on its website and in its marketing materials.

The Service Provider authorises the Client to include its company name and/or logo and/or its trademarks in the documentation distributed to the Client's prospects and/or customers, provided that it does not associate the Service Provider with messages, actions or projects that are not in line with the image of the Service Provider, as reflected in particular in its Code of Ethics available on its website.

14. NON-SOLICITATION OF STAFF

Each Party shall refrain, for the duration of the Contract as well as for a period of one (1) year from its termination or early termination, from making an offer of employment, directly or through an intermediary, to an employee of the other Party assigned to the performance of the Service, unless agreed in writing between the Parties.

In the event that one of the Parties does not comply with this obligation, it undertakes to compensate the other Party by paying it compensation equal to six (6) times the last gross monthly salary of this employee.

15. CONFIDENTIALITY

Each Party acknowledges that the information it has received to date and that it will receive in the future relating either directly or indirectly to this Agreement, is of a strictly confidential nature (hereinafter the "Confidential Information").

The Parties acknowledge that in the context of the performance of the Contract, they will be required to exchange Confidential Information, in particular with regard to their respective activity or know-how (in particular, with regard to the Service Provider, documents, roadmaps, user guide and any information relating to the Service, to SIMILLAR and more generally to the products and solutions of the Service Provider, communicated or accessible prior to or during the performance of the Agreement).

Information is not considered Confidential Information if:

i. Are or become public before the other Party receives them or after the date of receipt, without the other Party having breached its contractual obligations;
ii. Are known to the other Party, and that the latter can provide proof thereof, before their disclosure by the Party issuing the information in question;
iii. Are lawfully disclosed by a third party;
iv. Are expressly authorized to be disclosed in writing.

In addition, each Party is authorized to disclose Confidential Information if and to the extent that such disclosure is required by law, regulation, court order, or court order of a competent authority. The Party required to make such disclosure undertakes, to the extent possible and subject to applicable legal provisions, to inform the other Party in advance of this obligation and to limit the disclosure to only the information strictly necessary to comply with such obligation.

Each Party agrees to treat the Confidential Information transmitted by the other Party with the same degree of care given to its own Confidential Information. The Parties shall not disclose, assign, transfer, to anyone and in any manner whatsoever, or reproduce the Confidential Information of the other Party, without the prior written consent of the latter.

Each Party may disclose the other Party's Confidential Information only to those of its employees who need to know it for the purpose of performing the Agreement, provided that the latter are bound by an obligation of confidentiality.

The obligation of confidentiality will remain in effect for the duration of the Agreement and for a period of five (5) years from its expiration or termination for any reason.

At the end of the Agreement, each Party shall return, or destroy (and provide the other Party with a justification thereof on first request) the Confidential Information of the other Party, unless there is a legal obligation to retain it or for evidentiary purposes, in which case the Confidential Information shall be archived in such a way as to preserve its confidentiality.

16. CLAIMANT STAFF

The Service Provider's staff remains under the hierarchical and disciplinary authority of the Service Provider, which alone carries out all of its obligations and rights attached to its capacity as employer and in particular the technical direction of work, the administrative, accounting and social management of its staff. The Service Provider is responsible for the affiliation of its staff to all social organizations and for compliance with labor legislation. As such, the Service Provider certifies that it has made the declarations required by the social protection bodies and that it has fulfilled the obligations set out in the Labour Code.

17. ETHICS AND COMPLIANCE

The Service Provider has adopted an Ethics Charter (available on the www.arteliagroup.com website) setting out the principles, values and rules of conduct that guide the Service Provider and which is implemented within the framework of the Artelia Group's Integrity Program. The Client undertakes to carry out, and/or have carried out by any legal or natural person acting for or on behalf of the Client within the framework of the Contract as well as any Administrator, User or Guest, its contractual obligations in accordance with the Code of Ethics.

18. ASSIGNMENT

The Client undertakes to immediately notify the Service Provider of any event that could lead to a change in its direct or indirect control within the meaning of Article L. 233-3 of the French Commercial Code.

The Contract may not be transferred in whole or in part, for consideration or free of charge, by one of the Parties, without the prior written consent of the other Party. By way of derogation from the foregoing, the Service Provider is authorized to assign or transfer (including by way of merger, partial contribution of assets or more generally, universal transfer of assets) this Agreement, without the prior consent of the Client, (a) to any Affiliated company, (b) to the purchaser of the entire business, activity or entire branch of activity of the Service Provider to which this Agreement relates, provided that the said purchaser shall take over all of the Service Provider's obligations hereunder, the Service Provider being, in cases (a) and (b) and, where applicable, deemed to be released from the obligations of this Agreement for the future.

19. MISCELLANEOUS PROVISIONS

1) The Client certifies that he/she subscribes to the Service only in the context of his/her professional activity, and not as a non-professional or consumer.

2) The Service Provider reserves the right to modify these General Terms and Conditions at any time to adapt them to legal, technical or commercial developments.

The Client will be informed of any changes by email and/or notification on the customer area at least 30 days before they come into force.

3) If any of the provisions of the Contract are found to be or become void, unenforceable, invalid, illegal or unenforceable, this shall not affect the validity, enforceability or enforceability of the other provisions of the Contract, which shall not be affected or altered in any way by the same, and the Parties shall not be exempted from the performance of the Contract.

4) The non-exercise by a Party of any right conferred on it by the Contract or the absence of a claim in the event of non-compliance of any right by another Party, shall in no way be assimilated to a waiver of this right and shall not in any way affect the right of that Party to exercise this right. The partial or isolated exercise of any right under the Agreement shall in no way constitute a waiver of the full exercise of all rights granted under the Agreement.

5) If the Client accepts these Terms and Conditions through an employee on behalf of its employer or any other entity, it certifies and warrants that it has the necessary legal authority to bind its employer or the entity concerned with these subscription conditions.

20. GOVERNING LAW AND JURISDICTION

20.1. APPLICABLE LAW

The Contract, its appendices, any amendments are governed by and interpreted in accordance with French law.

20.2. JURISDICTION

The courts within the jurisdiction of the Paris Court of Appeal shall have exclusive jurisdiction to deal with any dispute between the Parties relating to the Contract, its annexes and any amendments, or to the operations provided for therein, in particular for its interpretation or execution, including in the event of a third party claim, summary proceedings or multiple defendants.

APPENDIX A - PERSONAL DATA PROCESSING AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the terms "Data Controller", "Data Subject", "Personal Data" (PII), "Processing" (together with its derivatives), "Processor", "Personal Data Breach", "Member State", "Supervisory Authority", "Model Clauses" are used in accordance with their respective definitions established by the General Data Protection Regulation (GDPR).

In this Agreement, words or phrases beginning with a capital letter shall have the following meanings:

- " **Contract** " means the contract concluded with the Provider in the context of which this appendix forms part.
- " **Regulation** ": refers to all the laws and regulations applicable in the European Union in the field of personal data, including the so-called "Data Protection Act" n°78-17 of 6 January 1978 as amended, and the General Data Protection Regulation 2016/679 dated 27 April 2016 as soon as it comes into force.

2. PURPOSE

The purpose of this Agreement is to define the conditions under which the Service Provider undertakes to carry out the processing of Personal Data on behalf of the Client as a subcontractor in the context of the provision of the Service.

The Processor is informed that it will have access, within the framework of these Terms and Conditions, to Personal Data.

The Data Controller authorizes the Processor, for the duration and only for the purposes of this agreement, to proceed with the Processing of Personal Data.

The Data Controller remains solely responsible for the Processing of Personal Data and retains full ownership of it, including for any modifications or additions that may be made by the Data Processor.

The Data Processor undertakes to comply with the Data Controller's instructions and to process Personal Data only on the instructions of the Data Controller and exclusively on its behalf and not, except in cases where it is expressly authorised to do so, for its own needs or on behalf of Third Parties.

3. CUSTOMER OBLIGATION

The Client represents and warrants, on an ongoing basis throughout the term of the Agreement, that all Personal Data provided or made available by the Client to the Provider for Processing under the Agreement has been collected by the Client and transmitted to the Provider in accordance with the Regulations and that the Client has obtained all approvals, necessary consents, authorizations and licenses from each Data Subject required under the Regulations to enable the Provider to Process Personal Data in accordance with the Agreement and to exercise its rights to perform its obligations under the Agreement.

The Service Provider, in its capacity as a Data Processor, will only process Personal Data on the Client's documented instructions, as set out in Appendix-A1, and exclusively to perform the services entrusted under the Contract.

Customer's instructions regarding Treatments are described in Appendix A-1. The Client undertakes to fill in Appendix-1 when signing the Contract.

If the Customer uses the services subject to the Agreement to Process other data or categories of Personal Data or for Other Processing than those described in the Appendix-1, the Client does so at its own risk and the Service Provider cannot be held liable in the event of a breach of the Regulations.

The Client, in its capacity as Data Controller, undertakes to alert the Service Provider as soon as possible in the event of any changes to the services requested.

The Client acknowledges that the Service Provider is limited to following the Client's documented instructions, subject to informing the Client in the event of instructions given that do not comply with the Regulations. Any request from the Client exceeding or modifying the processing instructions in Appendix A-1 shall be the subject of a separate quotation. Any instructions that are not documented in writing or do not comply with the Regulations are not taken into account.

The Client, in its capacity as Data Controller, is responsible for keeping a record of all the processing operations it carries out in its capacity as Data Controller. This register contains at least the mandatory information required by the Regulations.

It is the Client's responsibility to provide the information to the persons concerned by the processing operations at the time of collection of the Personal Data. At the option of the Data Controller, the Service Provider will assist the Client in the implementation of this obligation to provide information. In the latter case, the terms of assistance requested by the Client will be agreed upon by mutual agreement between the Client and the Service Provider.

4. OBLIGATION OF THE SERVICE PROVIDER

4.1. ACTING ON DOCUMENTED INSTRUCTIONS FROM THE DATA CONTROLLER

The Service Provider undertakes to comply with the instructions of the Data Controller and to process

Personal Data only on documented instructions from the Data Controller and exclusively on its behalf and not, except in cases where it is expressly authorised, for its own needs or on behalf of Third Parties.

The Service Provider undertakes to process the Personal Data subject to this appendix, in accordance with the instructions listed in 0-1, unless the Service Provider is required to process the Personal Data by virtue of a mandatory provision resulting from Community law or the law of the Member State to which it is subject. In this case, the Service Provider will inform the Client as soon as possible, and if possible before the Processing.

The Service Provider undertakes to comply with its obligation of transparency and traceability by, in particular, keeping a written record of all categories of Processing activities carried out on behalf of the Data Controller.

4.2. ENSURING THE CONFIDENTIALITY OF PERSONAL DATA

The Service Provider undertakes to guarantee the confidentiality of the Personal Data processed within the framework of this appendix.

The Provider undertakes to ensure that the persons authorised to process Personal Data hereunder:

- Commit to confidentiality or are subject to an appropriate legal obligation of confidentiality;
- Receive the necessary awareness on the protection of Personal Data.

4.3. SUBCONTRACTORS

In accordance with Art. 28 (2), second sentence of the GDPR, the Customer hereby gives its general permission to the Provider to appoint any Sub-processors on the basis of the list established by the Provider in Appendix A-2 to process Personal Data on behalf of the Provider (the "Sub-Processor List").

It is the responsibility of the Service Provider to ensure that the Sub-Processors on this list are contractually obliged to protect the Personal Data in compliance with the Regulations.

In any event, the Service Provider remains solely liable to the Client for any breaches of this clause by its Subcontractors.

If Customer has a legitimate and substantial data protection reason to object to the addition of a Subprocessor to the Subprocessor List, Customer may object by sending an objection and supporting documentation to gdpr@arteliagroup.com within a maximum of fifteen (15) days following the addition of such Subprocessor to the Subprocessor List.

If the Parties fail to mutually agree on a reasonable resolution to the Client's objection within a further fifteen (15) working days of receipt of such objection by the Supplier, the Client may terminate the Agreement by notifying the Supplier in writing. It is clarified that the Client's objection and/or discussions between the Parties do not affect the Provider's right to use the new Subprocessor after the 30-day Period. If the Client terminates the Agreement, the termination will take effect 60 days from the date of notification of the Client's termination to the Service Provider. If the Client does not terminate within the above-mentioned periods, the Client shall be deemed to have accepted the new Subprocessor.

4.4. DATA TRANSFER AND HOSTING

Any transfer of data to a third country or an international organisation by the Processor is only carried out on the basis of documented instructions from the Controller or in order to comply with a specific requirement of Union law and is carried out in accordance with Chapter V of the GDPR.

4.5. ASSISTANCE

The Provider will reasonably assist the Client in data protection impact assessments, prior consultations with data protection authorities that the Client is required to carry out under the Regulations, the handling of Data Subject requests and any other assistance obligations required by applicable law. If the Provider receives a request from a Data Subject for the Processing of Personal Data hereunder, the Provider will promptly invite the Data Subject to redirect its request to the Customer.

4.6. NOTIFICATION OF PERSONAL DATA BREACHES

The Service Provider notifies the Client of any Personal Data breach as soon as possible after becoming aware of it.
The Provider will provide such information as the Customer may reasonably require in order to fulfil its obligations under the Regulations in relation to the Personal Data Breach, and will take steps to remedy the Personal Data Breach. The Service Provider may provide this information as it becomes available. Such notification shall not be construed or qualified as an admission of fault or liability by the Provider.

4.7. RECTIFICATION, DELETION OR BLOCKING OF PERSONAL DATA

The Service Provider may be required to rectify, delete and/or block Personal Data if and to the extent that the functionality of the Service does not allow the Client to do so himself. However, the Service Provider will only rectify, delete and/or block Personal Data on the Client's instructions.

4.8. DATA REUSE

The Client authorises the Service Provider to process the Personal Data collected in the context of the Services for the purpose of improving the Service Provider's services,

and in particular to compile statistics on how the Solution is used by Users and Guests. In this context, the Service Provider will act as a data controller within the meaning of the applicable Regulations and undertakes to comply with the legal provisions on data protection in the context of the aforementioned processing.

5. SECURITY AND PRIVACY

The Service Provider will implement appropriate technical and organisational measures to guarantee a level of security appropriate to the risk.

The Service Provider undertakes to take all necessary precautions with regard to the nature of the Data and the risks posed by the Processing, to preserve the security of the Data and to prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure, and/or any access by unauthorised third parties.

The measures taken by the Service Provider must take into account the most recent technical possibilities and the cost of their implementation, the characteristics of the processing (nature, scope, purpose, etc.) as well as the risks presented for the rights of the Data Subjects. These may include:

- data encryption measures;
- measures to ensure, during the implementation of the processing, the confidentiality, integrity, availability and resilience of the systems and services processing the data;
- measures to restore access to and availability of data as soon as possible in the event of a material or technical incident;
- procedures designed to evaluate and test the effectiveness of technical and organisational measures.

The modalities for the implementation of these measures are set out in Annex C.
The Client acknowledges that the aforementioned due diligence satisfies the Service Provider's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations.

6. RETURN OR DELETION OF PERSONAL DATA

At the end of the Contract, the Service Provider must, at the Client's option, either return all the Personal Data processed in a standard format, within thirty (30) working days following the Client's written request, or delete it and certify to the Client in writing that the deletion has been carried out subject to and within the limits of the legal and regulatory retention obligations imposed on the Service Provider.

0 A-1: DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

The Personal Data is processed by the Service Provider as a Data Processor necessary for the provision of the Service. The Processing carried out has the following characteristics:

	Nature of the operations carried out on the Personal Data	Purpose(s) of the Processing of Personal Data	Types of Personal Data Processed	Categories of Data Subjects	Duration of Processing	Place of Processing
Treatment n°1	Subscription and services provided by the Service Provider	Creation and management of access to the Solution	Identification data of the Client's employees or service providers in SIMILLAR (surname, first name, email) Connection data to the Solution	Users, Administrators, Guests	Duration of processing activities over the duration of the Contract between the Client and the Service Provider	France, Netherlands

Appendix A-2: LIST OF SUB-PROCESSORS

As part of the performance of the Contract, the Service Provider uses the following partners as subcontractors:

Partner	Contact Information	Relevant department
OVH Server	Head office: 2 rue Kellermann, 59 100 Roubaix, France Registration: 424 761 419	Hosting
Digital Ocean	Head office: Zekeringstraat 17A, 1014 Amsterdam, Pays-Bas Registration: 917 960 148	Hosting

APPENDIX B – SECURITY

1. DATA CENTER

Infrastructure. The Service Provider has Simillar and the Data hosted by the two service providers, OVH Server and Digital Ocean, which manages data centers.

Redundancy. Infrastructure systems have been designed to eliminate points of failure and minimize the impact of anticipated environmental risks. The Service is designed to enable the Provider to perform certain types of preventive and corrective maintenance without interruption.

Business continuity. The Provider replicates the Data across multiple systems to protect against accidental destruction or loss.

2. NETWORKS AND TRANSMISSION.

Data Transmission. Data centers are typically connected via high-speed private links to ensure secure and fast data transfer between data centers. These links are designed to prevent the unauthorized reading, copying, modification, or removal of data during electronic transfer or transport or when it is stored on a data storage medium. The Service Provider transfers Data via standard Internet protocols.

3. DATA

Data storage, isolation, and authentication. The Service Provider stores the Data on servers hosted by its hosting provider.

Data is replicated across multiple geographically dispersed data centers.

A central authentication system is used in all departments to increase data security.

4. PERSONNEL SAFETY

The Provider's personnel shall behave in accordance with the company's guidelines for confidentiality, professional ethics, appropriate use and adherence to professional standards.