

END USER LICENSE AGREEMENT

This End User License Agreement (“***Agreement***”) is made between Powell Software, SAS. (“Powell Software”) and the individual or entity identified below (“***Licensee***”) and is made on the effective day indicated herein (“***Effective Date***”). Either Powell or Licensee may be individually referred to as “***Party***” and collectively as “***Parties***” herein.

GENERAL TERMS AND CONDITIONS V 1.2

The Powell 365 is a collaborative portal designed and created by Powell Software, which provides a graphical interface including an optimized visual presentation dedicated to and comprising the main functionalities of the Office 365 published by Microsoft. This End User License Agreement for the Powell 365 software is formed of the following documents in descending order of importance: the Order Form including the legal prerequisites, these General Terms and Conditions and the technical prerequisites required for usage of the Powell 365 software which can be accessed at the address <https://powell-software.com/en/technical-requirements/>, and the Client declares that it has read and agreed to those, *hereinafter referred together as the Agreement*. In case of contradiction between one or more of the provisions in any of the above-mentioned documents, the document of superior rank will prevail. The Parties agree that an additional order form may be entered into between them, which will be added to the Order Form, and shall thus form part of this Agreement.

1. Subject. In performance of this Agreement the Licensee shall be granted a non-exclusive license in SaaS mode of use of the Powell 365 software, which the Licensee hereby declares to have been familiarized with, in the version set forth in the Order Form, *hereafter the Software*, as an end user and solely for its own or personal needs as a Licensee.

2. Prerequisites. The usage of the Software requires that the Licensee acquires a license of the software suite known as Office 365 published by Microsoft. The operational use of the Software requires that the Licensee maintains in force its Office 365 license for the whole duration of this Agreement. It shall be the Licensee's duty solely to ensure, at its own costs, and under its sole responsibility, that it enters into the Office 365 license. Under these circumstances, in the event that the Office 365 license is terminated during the term of this Agreement, or any reason whatsoever, this Agreement shall not be affected and shall continue until its term, the reactivation of the Office 365 license being the sole responsibility of the Licensee as set forth above.

3. Deliverables. The license for using the Software includes the following deliverables: (i) an activation account on the Powell Manager platform; (ii) a general architecture document of the solution and deployment process under Office 365 in PDF format; (iii) a Usage guide of the functionalities of Powell 365 in PDF format. Under this Agreement, Powell Software does not provide any hardware, infrastructure, software or consumables or any kind. The Client's data are hosted on Office 365 or on any other third-party application – on its Office 365 tenant – or any other third-party software or infrastructure the Client may choose, no hosting services being provided or offered by Powell Software.

4. Granted rights. The Software is Powell Software's property, who has designed and created it, and which is protected by the applicable copyright laws. The Software has been deposited with the Agency for the Protection of Programs in France ("*Agence pour la Protection des Programmes*" - APP) under number 15.78.15906. As such, Powell Software holds all copyright on the Software which is granted for distant use through the portal created by Powell Software, no object code or source code being provided to the Licensee, such license being granted on a non-exclusive basis, in accordance with the terms of this Agreement for an end-user usage and the sole personal and own needs of the Licensee. The Software shall not be modified, reverse-engineered, altered or adapted, including by translation, or corrected, totally or partially by the Licensee. Likewise, this Agreement shall not allow the Licensee, even on a temporary basis, to sell, rent, sub-license, place under leasing arrangements, distribute by any means, the Software. Powell Software as a software publisher keeps its product code up-to-date and secure. In the event of Powell Software's bankruptcy, this code will be given to customers.

5. Setup, assistance in usage. The Licensee is alone liable for the setting-up of the Software, who may perform it by following the instructions which will be provided to it at the time of its first connection to the Software. During the course of this Agreement, Powell Software may do changes in the Software through updates, which may correspond either to additional developments carried-out at the initiative of Powell Software, or to minor corrections. Powell Software does not provide specific developments for the Licensee in performance of this Agreement. In the event that specific developments are needed, those shall be performed by a third-party integrator chosen by the Licensee. Upon availability of an update of the Software, the Licensee stops using the former version of the Software and shall solely use, in performance of this Agreement, the Software implemented and deployed in its new update. In performance of the assistance provided, Powell Software agrees to answer minor questions that the Licensee may have about the usage of the Software, and to assist it in solving difficulties it may have without being committed to results and without an obligation to meet a deadline. The question shall be sent by e-mail to the Software development team. The assistance shall in no way be meant to replace a training for the full-fledged operational use of the Software, which is a recommended service provided separately by Powell Software.

6. Term. This Agreement shall commence on the Effective Date and continue for the duration Licensee elects ("Term"). Thereafter, the Term will automatically renew for the original elected term unless a Party provides the other Party with ninety (90) days' prior written notice.

7. Price. The price for the granted license is stated in the Order Form. The agreed prices shall be automatically, as of right, and without prior formalities or notices, indexed in proportion with the Syntec index once a year, on the 1st of January of each year, by using the following formula:

$P = P_o S / S_o$, where:

P = new price and P_o = initial price

S = last Syntec index published at the invoicing date and S_o = Syntec index published at the date of signature of this Agreement. The Software license price shall be paid in advance and yearly. For the first time it shall be paid on the date of signature of the Order Form and no later than within fifteen (15) days, and, for subsequent payments, on the annual anniversary date of the Agreement and no later than fifteen (15) days after. Without prejudice to other contractual or non-contractual remedies Powell Software may have, in case of a delayed payment may invoice interest on arrears eligible for capitalization, at rate equal to the highest of the two following rates: (i) three (3) times the legal interest rate in force in France or (ii) the European Central Bank rate increased by ten (10) points. In addition, Powell Software shall be allowed to claim from the Client, as a minimum, a fixed sum of 40 euros (or any other amount stipulated by the applicable regulations), as indemnity for recovery costs. In compliance with article L 441-6 of the French Code of Commerce, when the actual recovery costs spent are higher than this fixed sum, Powell Software may request an additional indemnity upon justification. Finally, Powell Software may also suspend use of the Software thirty (30) days after an official notice without cure, sent in writing and through any means to the Licensee, stating the unpaid amounts and availing itself of the provisions of this Section for a possible suspension, without prejudice to possible damages and possible termination of this Agreement.

8. Warranty and responsibility. The Licensee acknowledges that it has received all needed information enabling it to know the Software well, which is a standard software, and for assessing the suitability to its own needs. Powell Software warrants that the Software will be updated at no cost in the event that an evolution of Office 365 requires it for an operational and optimal use of the main functionalities of the Software. Powell Software does not guaranty that the Software will be suitable for the Licensee's needs, nor that it will run without interruption or without errors. Powell Software shall, in no event, be liable towards the Licensee for any particular direct or indirect damages, claims, or any losses, arising out of the use or inability to use the Software, even if Powell Software has been advised of the possibility of such damages. Usage of the Software, of its possible settings, in accordance with the metrics and dimensioning chosen by the Licensee shall be under its responsibility. In any case, Powell Software's liability shall be limited to the price of the annual license fee, such as defined in Order Form. Any claims regarding usage of the Software, or an alleged anomaly or defect, shall be received by Powell Software in writing and by registered mail with acknowledgement of receipt, within a maximum time period of 48 business hours after the occurrence of the adverse event concerned by the claim. Any claim made later shall be inadmissible.

9. Termination. Any failure to meet the clauses in this Agreement will result in its termination one (1) month after a formal notice sent to the defaulting Party by registered mail with acknowledgement of receipt, stating and detailing the alleged breach(es), remained without cure, without prejudice to a possible demand for payment of damages. Termination of this Agreement shall result in revocation of any accesses to the Software.

10. Miscellaneous. The Licensee shall not transfer this Agreement, either fully or in part, whether free of charge or in return for payment, in any form whatsoever, and especially, complete or partial selling of company assets, merger, or transfer of all of assets, without the prior and written agreement of Powell Software. None of the Parties shall be liable for non-performance or delay in performance of its contractual obligations in case they result from a *force majeure* event. Any information relating to the Software, its operation, its documentation, shall be strictly confidential, and the Licensee undertakes to preserve such confidentiality with regard to both third parties and its personnel which is not concerned by the Software. This license agreement is governed by the French law. It cannot be modified unless the legal representatives of both Parties sign an addendum to it. Any disputes arising from or in connection with the interpretation or performance of this Agreement which cannot be resolved amicably, shall be the exclusive jurisdiction of the Commercial Court in Geneva, Switzerland.