

GENERAL LICENSE TERMS AND CONDITIONS

Updated 12/2024

The company BOCCARD FRANCE, Société par Actions Simplifiée, registered with the Lyon Trade and Companies Register under number 956 501 258, having its registered office at 158 Avenue Roger Salengro, 69100 Villeurbanne, France, is hereinafter referred to as "Boccard".

Unless otherwise agreed in writing by the Parties, these General License Terms and Conditions ("GLTC") apply to all Orders placed by a Client with Boccard for the use and maintenance of the Track Advance software and prevail, in their entirety, over any contrary terms and conditions in the Client's documents or proposed by the Client, whether oral or written, that are not expressly accepted in writing by Boccard.

Preamble

Specialist in the implementation of industrial installations, Boccard designs, manufactures and installs production units integrating a wide variety of processes. Boccard has developed and markets software called "Track Advance" as well as the know-how enabling it to provide associated services.

The Track Advance Solution (hereinafter "the Solution") is a software package that allows data to be compiled, the entire production process to be monitored and this information to be analysed in order to optimise industrial performance on a long-term basis (traceability, control of the production chain, etc.).

The Solution is available in an On-Premises subscription, depending on the Client's needs, and is composed of the following standard and optional modules:

- **Standard module**
 - o Foundation

- **Specific additional modules**
 - o Recipe
 - o Cip & Sip
 - o Production
 - o Maintenance
 - o Energy
 - o Genealogy
 - o Connectors

The Client wishes to benefit from an On-Premises subscription to the Solution. The Client acknowledges having received from Boccard all the information necessary to assess the suitability of the Solution to its needs and constraints, both from a functional and technical point of view. It is in this context that Boccard and the Client have approached each other to formalise the concession of a right of use for the Solution.

Article 1. Definitions

“Accessories”: technical equipment provided by Boccard, at the Client’s request, in order to use the Solution, including sensors and related accessories, as detailed in the Offer and the Subscription Form.

“Anomaly”: any anomaly that makes it impossible to use at least one function of the Solution and without a workaround being available.

“Client”: the person/representatives/agents who call upon Boccard to supply the Solution and ancillary services (maintenance, technical support, integration, etc.) as described in the Subscription Form.

“Contract”: Boccard’s Offer duly accepted by the Client and formalised by the signing of the Subscription Form.

“Integration”: technical environment consisting of the hardware and software configuration on which the Solution is used in actual operation.

“GTCU”: the General Terms and Conditions of Use, the purpose of which is to determine the rules of use of the Solution published by Boccard.

“Raw Data”: any elementary description of a physical and/or technical reality (observation, measurement, etc.), without interpretation.

“Enriched Data”: any Raw Data, represented in a form allowing its processing and – if necessary – completed and/or modified at the end of their processing by human and/or automated means implemented by Boccard, likely to confer a meaning to the Raw Data.

“Equipment”: the Client’s equipment (skids, piping, plant, etc.) subject of the Solution, as referenced in the Subscription Form.

“Subscription Form”: the form detailing the subscription conditions for the licence to the Solution and the ancillary services to be provided by Boccard. Signing this document without reservation by the Client is a determining condition of Boccard’s consent, without which Boccard would not have contracted.

“Materials”: the IT equipment (computers, servers) supplied by Boccard, at the Client’s request, as detailed in the Offer and the Subscription Form.

“Minor Modifications”: addition or modification of parameter settings for ‘item, dashboard, report or widget, recipe’ developed by Boccard during the integration of the Solution. The creation of new reports or dashboards, ingredients or recipes are not considered as Minor Modifications.

“Offer”: technical and commercial offer issued by Boccard for the supply of the Solution and related services.

“OPC Variables”: values read in PLCs (controllers), which may have several formats (BOOLEAN, INT, FLOAT, STRING, etc.). They are defined in advance in the Subscription Form.

Article 2. Applicable contractual documents

The applicable contractual documents between Boccard and the Client concerning the Solution are, in order of precedence in the event of contradiction between them:

- the Offer,
- the Subscription Form,
- these General License Terms and Conditions,
- the GTCU.

The Client's general terms and conditions and any stipulations contained in the purchase order and other documents issued by the Client that contradict the aforementioned contractual documents are expressly excluded from the contractual field.

Article 3. Entry into force – Duration

This contract, hereinafter referred to as "the Contract" or "the Agreement", comes into force as soon as the identifiers enabling access to the Solution have been created, for a firm period of twelve (12) months, renewable by tacit renewal for each firm period of twelve (12) months, unless either of the Parties gives three (3) months' notice in writing.

Article 4. Purpose

The purpose of GLTC is the personal, limited, non-exclusive and non-transferable concession by Boccard to the Client of rights to use the Solution as described in the Preamble. The right of use means the right to access and operate the Solution in On-Premises mode via a local network on the Client's premises.

Boccard provides the Client with all the modules of the Solution selected by the Client in the Subscription Form. Depending on the formula chosen by the Client, Boccard ensures the integration, deployment, maintenance and security of the Solution.

This right of use is limited to the Equipment mentioned in the Subscription Form.

Main modules and functionalities of the Solution

- **Standard module:**

- **FOUNDATION**

Enables acquisition and storage of Raw Data and events from the automated system (analog and digital values, function states). Number of OPC Variables: unlimited. Allows stand-alone use (without specific modules) for investigation, qualification, diagnosis and storage.

- **Specific modules (Prerequisite = FOUNDATION)**
 - **RECIPE**

Integrated recipe module for configuring and composing the operation of an automated installation and adapting it to the specific needs of each recipe at any time.
 - **CIP & SIP**

Module for in-place cleaning management, static and dynamic reports, performance analysis of unit operations, comparative analysis of different cleanings. Enables qualification, compliance and ongoing efficiency of these operations. Allows dynamic display of monitoring dashboards and automated e-mail alerts and notifications.
 - **PRODUCTION**

Production operations management module, static and dynamic reports, unit operation performance analysis, comparative analysis of different productions. Enables continuous qualification, compliance and efficiency of these operations. Allows dynamic display of monitoring dashboards and automated e-mail alerts and notifications.
 - **MAINTENANCE**

Module for monitoring the status of a mechanical system, exceeding vibration and acceleration thresholds, and temperatures, with email alerts and automated notifications. Implementation of static and dynamic reports, enabling dynamic display of monitoring and diagnostic dashboards based on actual use, associated with component maintenance plans.
 - **ENERGY**

Module for monitoring energy consumption: electricity, smoke, gas, water, etc. Static and dynamic reports, performance analysis of unit operations, comparative analysis of different productions and cleaning operations. Allows dynamic display of monitoring dashboards and automated notification and e-mail alert of over-consumption.
 - **GENEALOGY**

Continuous traceability module for production operations, enabling complete linkage and display of sequences with tracking of quantities, times, ingredients, work order numbers, batch numbers, from raw material consumption to packaging.
 - **CONNECTORS**

Module for communicating with external environments such as ERP, CMMS, MES and databases. Set up automated workflows, emailing and notification.

Three levels of availability

- **Embedded**
Hosted on a Track Advance Box, with limited fault tolerance in the event of hardware or virtual machine problems (server, network) that could lead to loss of access and data
- **Standard**
Hosted on a single server in the Client's infrastructure, with limited fault tolerance in the event of hardware or virtual machine problems (server, network) that could lead to loss of access and data.
- **High availability**
Guarantees a higher level of data collection and accessibility by doubling the number of servers and creating a cluster. Several strategies can be implemented, with varying degrees of guarantee of end-to-end continuity.

Data location

- The Client's data will be processed and stored in the Track Advance Box or on the dedicated Client infrastructure.
- The Client acknowledges that Boccard has, although usual security measures are implemented and validated by the Client, no control over the transfer of data via the public communication networks used to access the Solution and the associated services. Consequently, the Client acknowledges that Boccard can neither guarantee the confidentiality of the data during its transfer on such public networks nor guarantee the absence of misappropriation, capture or corruption of the data occurring during such transfer. Boccard cannot be held liable in the aforementioned cases.

Access to and use of the Solution

Access to the Solution requires the Client to comply with the following technical requirements:

- Access is made from the Chrome web browser (version Chrome 80.0.3987 or later) and an operating system compatible with Chrome 80.0.3987 or later.
- The Client is responsible for its infrastructure (server, virtualisation, network and virtual network, switch, routing, electricity, etc.).
- User identification is required by means of a username (which may be the user's e-mail address) and a password (temporary and changed on first use) or a single sign-on system provided by the Client (NTLM, SAML2, OAuth2).

Availability of the service

- The Solution is available to the Client and users at all times, except for maintenance periods planned and in consultation with the Client.
- Access to the Solution is made for each user via their identifiers. The Client must ensure that the confidentiality of identifiers and passwords is respected by its users in order to guarantee the security of the Client's data. Identifiers and passwords may not be communicated to third parties. The Client must

inform Boccard without delay if it notices a security flaw, so that Boccard can take all appropriate measures. Boccard reserves the right to charge the Client for any additional costs and expenses incurred to remedy any security breach.

- In the event of a security flaw detected by Boccard or by the Client, of such a nature as to seriously compromise the security of the Solution and the Client's data, Boccard may, without prior notice, temporarily interrupt the Solution in order to remedy the security flaw as soon as possible. In this case, the Client may not claim any compensation or hold Boccard liable for any reason whatsoever.

Article 5. Rights to use the Solution

Boccard may assist the Client, at the Client's request, to select the level of availability that best suits the Client's needs. However, the Client assumes full responsibility for the choice of the Solution and the level of availability in order to achieve the expected results.

The Solution and its documentation as well as any copies thereof remain the exclusive property of Boccard, which reserves the copyrights in accordance with applicable intellectual property laws.

Ownership of the Data

The Client remains the sole owner of the rights to the Raw Data processed within the framework of the Solution. When using the Solution, the Client is informed that the Enriched Data produced by the Solution are the property of Boccard, which may reuse them freely and without restriction, in particular for research and development purposes or within the framework of a more global approach to improve Boccard's tools and services. The Client expressly authorises Boccard to use the Raw Data without restriction or reservation to produce the Enriched Data and to provide the services via the Solution, and Boccard undertakes to protect these Data.

In this context, the Client grants Boccard and its possible subcontractors a non-exclusive, worldwide and free-of-charge licence on the Raw Data for the purposes detailed above, allowing Boccard to host, cache, copy, display, analyse or transfer such Data. Reciprocally, Boccard grants the Client a personal, non-exclusive, non-transferable and non-assignable licence to use the Enriched Data for the duration of the Contract, subject to effective payment of the Price.

Right of use of the Solution

Boccard grants the Client, for the duration of the Contract, a limited, personal, non-exclusive, non-transferable and non-assignable licence to access and use the Solution in accordance with these GLTC and the GTCU.

The right of use of the Solution is granted for the number of OPC Variables defined in the Subscription Form, and for a number of users as defined in the Subscription Form, per Equipment. It includes the right to reproduce, permanently or temporarily, the Solution for the purposes of loading, displaying, executing or storing.

During the term of the subscription, the Client may make a backup copy of the Solution under the conditions detailed in Article 8. The Client will have the same rights and obligations on the backup copy as on the licensed copy of the Solution.

Limits to the right of use granted

Apart from and without prejudice to the rights granted above, the Client is not authorised to:

- copy, print, transfer, transmit or display all or part of the Solution;
- sell, lease, sub-license or distribute in any way the Solution;
- modify the Solution and/or merge all or part of the Solution into other computer programs;
- compile the Solution, decompile it, disassemble it, translate it, analyse it, reverse engineer it, access the source code or attempt to do so, except to the extent permitted by law.

The Client may only use the Solution for its own needs and may not grant the right of use, even free of charge, to third parties.

The Client shall refrain from using the specifications of the Solution to create or allow the creation of a program with the same destination. Otherwise, the Client may be liable, in particular as a counterfeiter, and for all consequences that may result therefrom.

Article 6. Accessories and Materials

Where the sale of Accessories and/or Materials is provided for in the Offer, ownership is transferred to the Client upon payment of the full price.

The transfer of risks takes place as soon as the Accessories and/or Materials are installed at the Client's premises.

Under no circumstances may the Accessories and/or Materials be resold, transferred, rented, pledged or used in any way by third parties during the term of the Contract.

The Client is responsible for the proper operation of the Materials and/or Accessories, as well as for the conformity and sizing of its network infrastructure to absorb traffic linked to the Solution. The use of the Solution on any other Materials, even if operated by the Client, is prohibited. Any modification of the designated Materials or installation of additional Materials must be the subject of an amendment to the Subscription Form.

Transfer of right of use

The right of use may be transferred exceptionally and temporarily to backup Materials of one of the Client's sites if the Client's site or Materials are temporarily unavailable or unusable. In such case, the Client must inform Boccard by registered letter with acknowledgement of receipt or any other means with the evidential value of a written document.

With the exception of the situation above, any transfer of the Solution, the Materials and/or the Accessories to another industrial site owned or not by the Client must be subject to the prior written agreement of Boccard detailing the technical and financial conditions, and Boccard reserves the right to refuse such transfer.

If the transfer is likely to require an intervention by Boccard, at the expense of the Client, for assistance or maintenance, the Client must notify Boccard with three (3) months' notice by registered letter with acknowledgement of receipt or any other means having evidential value. The Client undertakes to destroy, without

delay, the Solution and its copies on the backup Materials in the event of temporary unavailability, or on the old Materials in the event of definitive transfer. Failing this, Boccard reserves the right to invoice additional right of use.

Article 7. Delivery

Delivery will be deemed complete upon receipt by the Client of the licence file.

Integration shall be defined in the Offer and/or in the Subscription Form or in an additional offer and shall be carried out by a Boccard-certified resource or a Boccard-certified partner.

Article 8. Backup copy

The Client may only make back-up copies of the Solution that are necessary for its operation as a security measure. These copies remain the property of Boccard and must be the subject of an inventory accessible to Boccard.

The default backup procedure of the Solution will be initiated by Boccard. As the backup media is provided and is under the responsibility of the Client, Boccard excludes all liability in case of loss of the backup resulting from a defect or malfunction of the backup media.

Similarly, it is the responsibility of the Client to set up the procedures and provide backup media for the Raw and Enriched Data. These backups are not provided or managed by Boccard.

Article 9. Confidentiality of the Solution and its documentation

The Solution and other elements (documentation, etc.) contain Boccard's know-how, which may be protected as business secrets and must be considered by the Client as confidential information, whether or not protected by an intellectual property right.

Unless Boccard has given its prior written consent, the Client is prohibited from communicating to third parties the Solution and other elements (documentation, etc.) constituting all or part of the Solution. The Client undertakes to take all necessary measures to ensure that the Solution and its documentation are not made available to third parties, and that its employees or staff respect these obligations (need-to-know basis) and Boccard's intellectual property rights.

The Client undertakes to take all necessary precautions to avoid disclosure, reproduction or illicit use by its staff and/or service providers, in particular by having the latter sign a confidentiality undertaking no less binding than those set out herein.

By express agreement, Boccard is authorised to check compliance with these obligations at any time.

Article 10. Warranty against infringement

Boccard declares that it holds all intellectual property rights relating to the Solution and the related documentation.

Boccard guarantees, in particular, (i) that the Solution does not infringe a pre-existing work and (ii) that it has respected and will respect third-party intellectual property rights (copyright, designs, patents, trademarks).

Boccard undertakes to defend the Client at its own expense against any action for infringement brought by a third party relating to the Solution, provided that Boccard is notified immediately in writing and that the alleged infringement does not result from the Client's fault.

Boccard will have sole control over the manner in which the action is conducted and will be free to settle or pursue any procedure of its choice. The Client shall provide all information and assistance necessary to enable Boccard to carry out its defence or to reach a settlement.

If all or part of the Solution is found by a final court decision to constitute an infringement, or if Boccard considers it likely that the Solution will be considered infringing, Boccard may, at its option, either provide non-infringing software with the same functionality, obtain the right for the Client to continue to use the Solution, or refund the Price received under the Contract, within the limit of the amount excluding VAT corresponding to a twelve-month subscription period.

Article 11. Price

In consideration for the right to use the Solution, the Client undertakes to pay the price detailed in the Offer and the Subscription Form (the "Price").

Similarly, in consideration for ownership of the Accessories and/or Materials, the Client undertakes to pay the amount detailed in the Offer and/or the Subscription Form.

Any late payment shall automatically, without any further formality, result in the immediate suspension, until regularisation, of our deliveries and/or works, at the Client's risk. In addition, and without prejudice to the foregoing, any late payment shall entail the immediate payment of all sums due, increased by default interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, calculated per calendar day until full effective payment. Late payment penalties are due without the need for a reminder. Any late payment shall also automatically entail the payment of a fixed indemnity of forty (40) euros to cover recovery costs, without prejudice to additional compensation for recovery costs where such costs exceed the fixed amount.

The Client undertakes not to set off any sums due under the software licence agreement, the sale of the Equipment or Materials or any other contract with Boccard, without Boccard's prior written agreement, where Boccard and the Client are (actually or according to the Client's estimates) creditors of each other.

Price revision

The Price shall be revised annually on the anniversary date of the licence subscription, based on the evolution of the Syntec IT index (Syntec Informatique), available at www.syntec.fr, according to the following rule:

$$R1 = R0 \times (S1 / S0)$$

Where:

R1: revised price

R0: previous price

S0: last Syntec IT index published on the date of the previous revision

S1: last Syntec IT index published on the revision date

The initial index used as reference is the last index published on the date of signature of the Subscription Form.

If the chosen index ceases to be published or disappears, the Parties shall agree on a new index. Failing agreement, the replacement index shall be determined by two experts chosen by mutual agreement or, failing this, appointed at the request of the most diligent Party by the President of the competent Commercial Court; if the experts disagree, they may appoint a third expert to decide between them.

Article 12. Technical assistance

Boccard provides the Client with a telephone and/or remote support system, with the aim of resolving incidents affecting the Solution.

For any support request, after having carried out the necessary tests to ensure that the incident does not result from an external element such as a network or ISP, the Client must submit the completed form directly via the Solution or by e-mail to: support.trackadvance@boccard.com.

Obligations of the parties

For Boccard

- Availability of competent personnel during office hours from Monday to Friday to handle calls (09:00–12:00 and 13:30–17:00 CEST), excluding weekends and public holidays;
- Commitment to acknowledge and process the request within 2 working days;
- Information on days when the assistance service will be unavailable, with at least 3 months' notice (maximum 5 working days per year);
- Identification of cyber-attack risks and development of patches;
- A credit of 20 hours for Minor Modifications is included in the annual subscription.

For the Client

- On-site interventions may be carried out between 9 a.m. and 6 p.m. CEST, excluding weekends and public holidays, and require a specific additional order;
- Making the relevant installations available and secured prior to intervention;
- Ensuring necessary IT access for application administration (access rights, remote connection).

Incidents affecting the Materials, the Client's technical environment or its network are not covered by this assistance. Boccard reserves the right not to respond to a request that does not comply with this Article.

Boccard will use reasonable efforts to resolve incidents under the conditions detailed in Article 13 but cannot guarantee that no other incidents will result from the corrective action applied.

Article 13. Maintenance

If defects and/or breakdowns of the Solution affect the installed modules, the Client undertakes to report this as soon as possible to Boccard, which will provide corrective and evolutionary maintenance under the following conditions.

Corrective maintenance

Boccard will intervene free of charge, for the duration of the subscription from the date of delivery of the Solution (Article 3), and will use its best efforts to correct Anomalies as soon as possible.

The Client must submit to Boccard a report documenting the problem encountered and explaining it clearly. Boccard may use the most appropriate means to correct the Anomaly: remote assistance or on-site visit.

Any on-site visit will be charged to the Client at the current rate.

Any intervention for an Anomaly that does not meet the above conditions will be invoiced at the intervention rate in force on the date of the intervention.

Boccard cannot be held responsible for corrective maintenance in the following cases:

- Absence of response or refusal to cooperate;
- Use of the Solution not in accordance with its purpose and this GLTC;
- Unauthorised modification of the Solution by the Client or any third party;
- Failure to fulfil or comply with its obligations under this GLTC;
- Installation of non-compatible software packages;
- Anomaly resulting from the Client's Integration when done by the Client;
- Failure of electronic networks;
- Deliberate harmful act (damage, malice, sabotage);
- Force majeure or misuse of the Solution, Accessories or Materials;
- Time window of more than 24 months between installed version and latest available version of the Solution.

Evolutionary maintenance

Boccard ensures continuous improvement of the Solution. Corrections and upgrades are expressly subject to this GLTC.

Included continuous improvements in the annual subscription:

- Version fixes (security holes, compatibility bugs)
 - Maximum of 4 minor updates per year
 - Updates may be performed in production or out of production depending on the update

- Version upgrade (taking into account improvements linked to future hardware and operating systems)
 - Maximum one update per year
 - Updates performed on the recommendation of the T&S manager.

In all other cases and at the Client's request, adaptations and changes will be made in a separate offer and agreement specifying services, conditions, price and payment terms.

Article 14. Liability

In view of the nature of the service provided, Boccard's obligation is an obligation of means. Boccard is only liable, to the exclusion of Article 10, for any material or immaterial damage proven by the Client which is directly and exclusively attributable to Boccard.

Boccard guarantees the conformity of the Solution to the modules and level of availability chosen by the Client and appearing in the Subscription Form. The Client assumes all responsibilities other than conformity, including:

- Operation and use of the Solution;
- Backup of Raw and Enriched Data;
- Compliance and maintenance of IT equipment and operating systems;
- Qualification and competence of staff;
- Correct installation of Accessories/Materials when installed by the Client;
- Correct Integration when carried out by the Client;
- Lack of maintenance when not carried out by Boccard;
- Compliance of use of the Solution with applicable legislation.

The Client is responsible for protection and restoration of Raw and Enriched Data, subject to the chosen level of availability, and must implement appropriate checkpoints and security mechanisms for backup and recovery.

Boccard shall not be held liable for any damage resulting from the acts of a third party, nor for any indirect and/or consequential loss (other than that which is a direct consequence of and exclusively attributable to Boccard due to the Solution's non-conformity with the modules selected by the Customer) that may arise from the Contract, the use or inability to use the Solution, in particular financial or commercial loss, loss of profits, loss of contracts, damage to brand image or reputation, loss of business or loss of customers or savings, loss of productivity, delay or disruption to the project schedule or the company's operations, loss of Raw or Enriched Data, files or any computer programs, even if Boccard was aware of the possibility of such damage occurring.

Boccard does not guarantee that the Solution is free from defects or interruption of operation. The Solution is not guaranteed to prevent network security breaches or unauthorised access, including viruses or similar routines.

The Solution is a reporting, analysis, decision-support and optimisation tool which by definition involves a risk and a degree of uncertainty. Boccard cannot be held responsible for any imprecision or inaccuracy in incident forecasting, in particular false positives, product traceability or reporting. No commitment is made regarding performance rates. No results are guaranteed by Boccard in this regard, as this constitutes an obligation of means.

Where Boccard supplies Materials and/or Equipment, Boccard is not liable for

- Damage to the Equipment and/or Accessories resulting from wear and tear and/or accidents of any kind, including impact, power surges, lightning, flooding, fire or any other cause not resulting from normal use in accordance with the user manual. However, Boccard shall provide a manufacturer's warranty for a maximum period of 12 months from the date of purchase of the Equipment and/or Accessories
- Failures of the Equipment and/or Accessories resulting from normal wear and tear, improper use, repair or modification by the Customer and/or a third party.

Boccard's total and global liability under the Contract may not exceed 100% of the amount excluding VAT corresponding to a twelve-month subscription period.

Article 15. Termination

Boccard reserves the right to unilaterally and automatically terminate the Contract, without prejudice to any damages, in the following cases:

- non-payment by the Client of the Price, after formal notice sent by registered letter with acknowledgement of receipt and remaining without effect within fifteen (15) days;
- violation of Articles 5, 6 and 9.

For other breaches, the Contract may be terminated automatically by either Party if the breach is not remedied within thirty (30) days following receipt of a registered letter with acknowledgement of receipt notifying such breach, without prejudice to damages.

In the event of termination,

- the Client undertakes to uninstall the Solution on each workstation and to return to Boccard within thirty (30) days all elements relating to the Solution (documentation, etc.), except for Accessories and/or Materials already paid for
- the Client loses its right to use the Solution for all modules except the RECIPE module, for which the Client retains a perpetual, free-of-charge right of use in the latest version installed on the termination date. No corrective or preventive update, maintenance, assistance or operational warranty will be due by Boccard in the absence of an active subscription.

Article 16. Audit

Boccard reserves the right to carry out, or have carried out by a third party, a control of the use of the Solution by the Client in order to verify compliance with the perimeter defined in the Subscription Form (the "Perimeter") and the Client's obligations under the Contract.

The Client is informed and expressly accepts that Boccard may install technical devices in the Solution to monitor its use, in particular to count the number of modules used and the Equipment concerned, to identify and prevent illicit or non-compliant use.

Boccard undertakes to notify the Client of the audit prior to its implementation by any written or electronic means. Boccard undertakes to ensure that any third-party auditor appointed is bound by a confidentiality agreement.

The Client agrees to cooperate in good faith by providing all information necessary for the conduct of the audit, including access to monitoring devices, and by responding to requests relating to the audit.

If the audit reveals non-compliant use, in particular non-compliance with the Perimeter, a price supplement may be invoiced retroactively at the rate in force on the date of invoicing; a penalty equal to ten percent (10%) of the price supplement (excluding VAT) may be added and audit costs shall be borne by the Client.

Article 17. Applicable law and competent jurisdiction

These GLTC shall be governed by French law, to the exclusion of its conflict of law rules and the provisions of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

Any dispute arising out of or related to the Contract which could not be resolved amicably shall be subject to the exclusive jurisdiction of the Commercial Court of Lyon, even in the event of an appeal in warranty, plurality of defendants or in summary proceedings.

Prior to any legal proceedings, the Parties shall endeavour to reach an amicable agreement. Any document prepared in this context can never be considered as any recognition of the merits of the other Party's claims. The Parties mutually waive the right to avail themselves of any implicit or express concessions envisaged with a view to reaching an amicable agreement.

Article 18. Miscellaneous

Personal data protection

In their capacity as joint data controllers, the Client and Boccard undertake to comply with applicable personal data protection provisions (rights of data subjects, data security, etc.).

The Client and Boccard shall inform each other in the event of a data subject request, data breach or security incident in order to manage these issues in accordance with data protection requirements and the GDPR.

The Client and Boccard agree that personal data will be stored in the European Union; if not, they shall validate by mutual agreement the fact of storing it outside the European Union.

The Client and Boccard agree that personal data will be stored for a period of one (1) month from the deactivation of the User's account. In practice, application of this retention period is the responsibility of the Client.

Client's image rights

The signing of the Contract implies express authorisation for Boccard to reproduce or represent the Client's trade name, brand name and logo for any promotion and advertising of the Solution.

Entire agreement

The Contract represents the entire agreement between the Parties and may only be supplemented or modified in writing signed by each Party.

The Client may not assign all or part of the Contract, an advantage or interest relating to the Contract without the prior written consent of Boccard.

The fact that one or other of the Parties does not avail itself at a given time of one of the clauses of the Contract shall not constitute a waiver of the right to do so at a later date.