

General Terms and Conditions of Service

1. Definitions

Each of the terms mentioned below shall have the meaning given in its definition, namely :

"Customer": the legal entity that has placed an order with EasyVista.

"Order": all documents governing the relationship between EasyVista and the Customer: accepted quotation or commercial proposal, purchase order issued by the Customer and accepted by EasyVista.

"Service" means any professional service, consultancy, study, training, development or other service as defined below, other than support and maintenance services.

2. Object

1. These general terms and conditions define the contractual framework for EasyVista's involvement in the Services ordered.
2. After becoming aware of the Services that may be provided by EasyVista and assessing the appropriateness of using such Services, the Customer has contacted EasyVista in order to benefit from the Services defined in the Order sent by the Customer to EasyVista and governed by these terms and conditions. The Customer acknowledges that it has accurately assessed its own requirements and that it has satisfied itself that EasyVista's Services are appropriate for such requirements.

3. Application and Enforceability of the General Terms and Conditions

1. These terms and conditions apply unreservedly to the Order and constitute a waiver by the Customer of its own terms and conditions.
2. The Customer expressly acknowledges that any commencement of Services or payment of an initial invoice, including the payment of a deposit, constitutes acceptance of the terms of these general terms and conditions.
3. Unless otherwise agreed in writing between the parties in special conditions or any other specific agreement, these general conditions govern any Order for Services. No special terms or conditions shall prevail over these general terms and conditions unless formally accepted in writing by EasyVista.
4. The fact that EasyVista does not take advantage at a given time of any of the stipulations of these general terms and conditions cannot be interpreted as a waiver of the right to take advantage at a later date of any of the said conditions.

4. Controls

1. All Orders are firm and final upon receipt by EasyVista of the Customer's purchase order or accepted quotation. However, an order form from the Customer that includes terms and conditions different from those proposed by EasyVista shall not become final until confirmed in writing by EasyVista.
2. An Order may not be cancelled without EasyVista's prior consent. In the event of an Order cancellation by the Customer, the sums paid as a deposit shall be retained by EasyVista as a cancellation indemnity. In addition, EasyVista reserves the right to claim reimbursement from the Customer of all costs incurred.

5. Contractual Documents

1. The Order consists of, in descending order of legal priority:
 - EasyVista quotation accepted by the Customer or the Customer's purchase order if accepted by EasyVista;
 - these terms and conditions.
2. In the event of contradiction, the provisions of the higher-ranking document shall prevail.

6. Timetable and deadlines

1. The parties agree on a provisional timetable for completion and/or supply. For its part, the Customer undertakes to carry out the tasks for which it is responsible within the deadlines specified in the said schedule.
2. Each party undertakes to inform the other party as soon as possible of any delay or forecast of delay in the schedule.

7. Collaboration

1. EasyVista undertakes to communicate any difficulties that it may become aware of in the light of its experience and as it carries out its mission, so that they can be taken into account as quickly as possible, thereby contributing to the success of the project as a whole.
2. The Customer undertakes to provide EasyVista with all information and documents in its possession or, where applicable, to facilitate EasyVista's access thereto, which EasyVista may require in order to perform its services. The Customer shall inform EasyVista of any difficulties that may affect the performance of the Order.

8. Provision of resources

To enable EasyVista to perform the Services ordered by the Customer, as defined in the Order, the Customer:

- shall, at its own expense, provide EasyVista with all the facilities necessary for the performance of the Order, such as offices, telephones, IT resources and means, access to the necessary data, etc.
- will put EasyVista's personnel in contact with all the personnel of its company concerned by the subject of the Order.
- will designate from among its staff a contact person with EasyVista, who will be responsible for taking or having taken any decision on behalf of the Customer.

9. Technical or informational prerequisites

1. The Customer must take all necessary precautions to ensure the smooth running of the services, at his own initiative, expense and sole responsibility.
2. During the performance of services, the Customer remains the custodian of all equipment and installations made available to EasyVista.

10. EasyVista staff

1. When the Services are performed on the Customer's premises, the Customer undertakes to receive EasyVista's personnel in conditions that are satisfactory with regard to the specific nature of the Services covered by the Order.
2. EasyVista's personnel must comply with the Customer's internal regulations, which the Customer must hand over to EasyVista before work commences.
3. In all circumstances, EasyVista retains hierarchical and disciplinary authority over its personnel who may be required to carry out work on the Customer's premises. EasyVista personnel perform their duties under the sole direction, control and responsibility of their employer.

11. Modifications

1. In the event that the Customer wishes to make changes to the services covered by an Order, the terms and conditions of such changes will be systematically agreed in writing, with regard to (i) any additional costs incurred as a result of the said changes and/or (ii) the impact on the scheduled completion dates.
2. In the event of a modification of the intervention date due to the Customer within a period of less than seven (7) working days, the Service will be invoiced in full to the Customer.

12. Price

1. The price of the Services is that shown in the Order.
2. Invoicing conditions are agreed on the Order. Fixed-price Services are invoiced with a deposit at the time of order, and according to a billing schedule defined in the Order.
3. Expenses incurred by EasyVista to provide a service at the Customer's premises (travel, accommodation, meals) are reimbursed by the Customer on the basis of a fixed daily rate specified on the Order or on presentation of proof of the expenses incurred.
4. All prices are quoted exclusive of VAT, plus any applicable taxes at the time of invoicing.

13. Late payment and penalties

1. Subject to EasyVista's acceptance of an outstanding credit and unless otherwise stipulated in the Order, invoices are payable within 30 days net from the date of receipt. Down-payment invoices are payable immediately.
2. In the event of late or partial payment or non-payment of one of the invoices sent by EasyVista to the Customer on its due date, and after formal notice by registered letter with acknowledgement of receipt has remained without effect for a period of thirty (30) days, and unless EasyVista specifically grants a deferment in writing, failure to pay on the due date will, notwithstanding the application of the stipulations of the article "Termination":
 - the invoicing of a late payment interest due by the sole fact of the due date of the contractual term, representing 1% per month, unless otherwise mentioned in the Order, and a fixed recovery indemnity for the collection costs incurred;
 - the forfeiture of all outstanding debts and their immediate payment, regardless of the agreed method of payment.
3. In addition and notwithstanding the foregoing stipulations, in the event of late or partial payment or non-payment of any invoice sent by EasyVista to the Customer on its due date, EasyVista reserves the right to suspend the current Service performed for the Customer until full payment of the amounts due.

14. Intellectual Property

1. Unless otherwise stipulated in the purchase order or the accepted quotation, EasyVista retains all intellectual property rights to the studies, design and production documents and all deliverables covered by an Order.
2. The rights retained by EasyVista include but are not limited to: all rights of reproduction, representation, sale, distribution and use of the product.

distribution by all networks or means, reproduction without limitation of number, on all paper or digital supports as well as all rights of adaptation, correction, evolution, modification, translation, marketing, edition, transcription, all rights of use, integration, as is or modified, and this, for all or part of the elements or deliverables object of an Order.

3. The Customer may use the results of the Services as it sees fit within the framework of its current or future activities, insofar as the use of these results does not infringe the intellectual property rights of third parties and subject to the prior condition of having fully paid the price of the Services ordered from EasyVista.

15. Cancellation

EasyVista reserves the right to terminate the Order in the event of the Customer's failure to comply with any of its obligations under these terms and conditions, which has not been remedied within a period of thirty (30) days. (30) days from the date of the registered letter with acknowledgement of receipt notifying such breach, EasyVista may terminate the Order without prejudice to any damages to which it may be entitled.

16. Responsibilities

1. EasyVista undertakes to take all reasonable care to perform the services in accordance with the state of the art.
2. It is expressly agreed between the parties that EasyVista is subject to a reasonable efforts' obligation. Consequently, EasyVista may only be held liable in the event of a proven fault.
3. The Customer waives EasyVista's liability for any damage to data, files, computer memory or any document, material or program that the Customer may have entrusted to EasyVista in connection with the services to be performed. If necessary, the Customer shall protect itself against such risks by making a backup or copy of all data, documents, files and media.
4. In no event shall EasyVista be liable for any indirect damage, such as financial or commercial loss, loss of customers, commercial disturbance of any kind, any increase in costs and other overheads, loss of profit, damage to brand image which may result from the non-performance of the Order. Any action brought by a third party against the Customer is deemed to constitute indirect loss, and consequently does not entitle the Customer to compensation.

5. EasyVista's liability is limited to compensation for direct damage suffered by the Customer.
6. In any event, compensation for damage suffered by the customer as a result of a fault on the part of EasyVista is expressly limited to the sums actually paid by the customer for the service that caused the damage.
7. For damage to property caused by EasyVista personnel in the performance of their duties, EasyVista will indemnify the Customer up to the limit of its liability insurance.

17. Personal data

Each of the parties guarantees the other party of compliance with the legal and regulatory obligations incumbent upon it with respect to the protection of personal data, in particular, with respect to compliance with the European General Data Protection Regulation (GDPR), which comes into force on May 25, 2018.

As the party being responsible for the processing of personal data, the Customer is solely responsible for all aspects of such data: data collection, obtaining the consent of the persons concerned, exercising their rights of access, rectification, erasure and portability, the nature of the data collected and processed, the lawfulness of the processing, compliance with the purpose of the processing, the proportionality of the data collected in relation to the purpose of the processing, fairness in the collection and processing of data, data retention period, data security, transfer of processing to a third party, compliance with notices or injunctions issued by the supervisory authority, enforcement of any penalties imposed.

Each of the parties undertakes to establish and retain proof of the performance of its obligations with regard to personal data.

18. Proof

1. The parties acknowledge the probative value of electronic messages exchanged between them, and waive the right to require confirmation by letter, unless expressly stipulated otherwise in the order form.
2. It is expressly agreed between EasyVista and the Customer that the information and data collected by EasyVista shall also constitute proof between the parties.

19. Insurance

The parties hereby declare that they are validly insured for all the harmful consequences of the professional liability for acts for which they could be held responsible in the context of the execution of the Orders.

20. Non-solicitation of Personnel

1. Unless otherwise agreed, the Customer undertakes not to solicit or employ, in any capacity whatsoever, directly or indirectly, any employee of EasyVista involved in the performance of the Order.
2. This waiver is valid during the performance of each Order and for one year following its completion.
3. Any breach of this obligation shall result in the Customer immediately paying EasyVista compensation equal to nine (9) months' gross annual base salary for the person concerned.

21. Legal and administrative authorizations

1. Where necessary, the Customer shall take all steps and bear all costs arising from any administrative formalities required for the execution of the Order.
2. Under no circumstances shall failure to carry out or refusal to carry out administrative formalities, which would jeopardize the execution of the Order, be considered as a case of force majeure, and the consequences thereof shall be borne solely by the Customer.
3. The above provision covers, but is not limited to, prior authorizations for telecommunications networks, telephone services, use of frequencies, use of certain cryptology services and tools, and special authorization.

22. Force Majeure

1. Depending on their consequences on the execution of the Order, cases of force majeure or acts of God may suspend the obligations of the parties.
2. In addition to the usual cases of force majeure or fortuitous events, the following are expressly considered to be cases of force majeure or fortuitous events accepted by the case law of French courts and tribunals: total or partial strikes, whether internal or external to the company, lock-outs, bad weather, epidemics, blockage of means of transport or supplies for any reason whatsoever, earthquakes, fires, storms, floods, damage by of water damage, governmental or legal restrictions, legal or regulatory changes to forms of marketing, total or partial blockage of telecommunication and communication means, including networks, and any other event beyond the express control of the parties and preventing the normal execution of the Order.

23. Privacy

1. Each party undertakes not to use for its own benefit or for the benefit of a third party, and not to disclose to unauthorized third parties, any confidential information communicated to it by the other party which is

held in connection with the performance of the contract, for a period of two years after delivery of the services.

2. It is agreed that any programs, data and/or files constitute confidential information, whether or not these elements are covered by a confidentiality warning.
3. Accordingly, the parties undertake and warrant for their personnel to respect such confidential information and not to disclose it or make it available to third parties without the prior written consent of the other party, except when ordered to do so by a court, an administrative authority or to enforce its rights under the Order.
4. The obligation of confidentiality does not apply to: i) information known to the receiving party prior to its communication; ii) information obtained from third parties by legitimate means and without any obligation of confidentiality; iii) information developed independently by the receiving party; iv) those made public by the party that communicated them.

24. Assignment and subcontracting

1. The Customer expressly undertakes not to transfer the Order in whole or in part, whether in return for payment or free of charge, without EasyVista's prior consent.
2. EasyVista reserves the right to subcontract or entrust to a third party all or part of its obligations under the Order, with the Customer's prior consent.

25. Partial invalidity

If one or more stipulations of these general terms and conditions are held to be invalid or declared as such in application of a law, regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope, unless the invalid stipulation relates to a determining element of the commitment of the parties or of one of them.

26. Applicable Law

These terms and conditions are governed by the law of the New York.

27. Assignment of jurisdiction

THE EVENT OF DISPUTE, FAILING AMICABLE SETTLEMENT, JURISDICTION IS EXPRESSLY ASSIGNED TO THE COMPETENT COURT OF NEW YORK, PROVIDED HOWEVER THAT EASYVISTA WILL HAVE THE RIGHT TO PURSUE CLAIMS AGAINST CUSTOMER IN ANY OTHER JURISDICTION WORLDWIDE TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT, EXCEPT WHERE OTHERWISE PROVIDED BY LAW.

Updated August 2023