

General Terms and Conditions of Purchase

1. Definitions

The meaning of each of the terms mentioned in this document is given below:

"EasyVista": Legal entity placing the order with the Supplier.

"Order": All documents defining the relationship between the Supplier and EasyVista, such as accepted quotes, purchase orders issued by EasyVista and accepted by the Supplier.

"Supplier": Entity or individual with whom EasyVista has placed an order for products and/or services.

2. Purpose

These General Terms and Conditions define the contractual framework in which the Supplier shall provide the products and/or services ordered.

3. Scope and Enforceability of the General Terms and Conditions

1. These General Terms and Conditions of Purchase apply unreservedly to the Order and shall supersede the Supplier's own general terms and conditions.
2. Failure by one of the parties to enforce any provision of these General Terms and Conditions on one occasion shall not be construed as a waiver or as a relinquishment for the future of such provision.

4. Orders

1. An Order is deemed valid once the Supplier has received the purchase order issued by EasyVista or once its quote has been accepted.
2. An Order may be cancelled by EasyVista if the Supplier fails to give written confirmation of the Order without amendment within seven (7) days of the date of the purchase order issued by EasyVista. When an Order is cancelled, any down payment made by EasyVista shall be refunded on receipt of the order cancellation. Furthermore, EasyVista may pay the Supplier any expenses it may have incurred within reasonable limits and on presentation of the relevant supporting documents.
3. In the event that EasyVista wishes to amend an Order, both parties shall undertake to agree in writing on the ensuing amendments, namely as regards prices and deadlines.

5. Contractual Documents

1. The Contract comprises the following documents in decreasing order of precedence:
 - The Order;
 - The General Terms and Conditions of Purchase.

2. In the event of any conflicting provisions, the document with the higher precedence shall prevail.

6. Delivery and Receipt

1. The Supplier undertakes to deliver products and/or services that comply with the aspects, characteristics and performance of those ordered, as well as with the legal and regulatory provisions in force.
2. The Supplier undertakes to perform delivery at the delivery location and within the time frame specified in the Order, and to pay the penalties agreed upon in the event of significant delays.
3. All risks related to the products shall pass to EasyVista on delivery at the delivery location specified in the Order.
4. Each of the parties shall undertake to inform the other party at the earliest opportunity of any delay or projected delay in delivery.
5. For services performed on EasyVista's premises, the Supplier undertakes to respect EasyVista's corporate regulations, and more generally, all health and safety rules.
6. EasyVista shall perform a two-step conformity verification of products:
 - First, a visual check of the date on which the products were delivered to the delivery location.
 - Secondly, a technical and operational check within the time frame specified in the Order or within a reasonable period based on the type of product.

In the event of any non-compliance detected by EasyVista, the Supplier shall repair or replace the non-compliant product with a similar one.

7. EasyVista shall perform a conformity verification of services. In the event of non-compliance, the Supplier undertakes to perform all or part of the services again.

7. Cooperation

1. The Supplier undertakes to inform EasyVista of all issues that may affect the performance of an Order as well as the measures taken to correct the situation.
2. EasyVista undertakes to provide the Supplier with the information and documents in its possession or, where applicable, to facilitate access to the consultation of documents required by the Supplier for the performance of the Order, upon the Supplier's request.

8. Technical or IT Prerequisites

The Supplier shall inform EasyVista of any technical or organisational prerequisite prior to the start of the performance of the Order.

9. Supplier Staff

1. For services performed on EasyVista's premises, the Supplier's employees undertake to respect EasyVista's corporate regulations including the communications charter applicable to communication methods, and more generally, all health and safety rules.
2. The Supplier shall exercise, in all circumstances, hierarchical and disciplinary authority over its employees assigned to perform an intervention on behalf of EasyVista.

10. Financial Conditions

1. The price is indicated in the Order.
2. Invoicing conditions are indicated in the Order. In the absence of any indication, invoices shall be payable sixty (60) days net from the date of issue of the invoice.
3. EasyVista shall be liable for the fees specified in the Order.
4. Prices are tax-exclusive. The taxes applicable at the time of invoicing will be added to these prices.
5. Any failure of EasyVista to pay within the specified time frame shall incur the following:
 - Late payment fees calculated at one and a half percent (1.5%) (or the minimum amount allowed by state law) on all overdue balances.
 - Fixed compensation payment of \$50 to offset collection costs incurred by the Supplier.

11. Intellectual Property

1. If the Order requires inventions or designs protected by intellectual property rights, these rights shall be transferred to EasyVista according to the provisions defined here, and if necessary, through the identification of these inventions or designs in the Order.
2. The rights transferred to EasyVista, for the completed or non-completed inventions or designs, are those pertaining to reproduction, representation, adaptation, arrangement, translation, amendment, transformation, commercialisation and use.
3. These rights may be applicable to EasyVista's scope of activity, worldwide, and during the entire term of protection conferred by the intellectual property rights for each of these inventions or designs.

12. Duration and Termination

1. The Contract is valid for the duration specified in the Order. Unless otherwise agreed, the Contract is not subject to tacit renewal.
2. When the Contract is valid for an unspecified duration, both parties can terminate the Contract at any time with a minimum of three

(3) months' notice by registered letter with acknowledgement of receipt.

- In the event of a breach of one or more provisions by one of the parties, and the failure to rectify this breach within a period of thirty (30) days from the receipt of formal notification by registered letter with acknowledgement of receipt, the other party may, ipso jure, declare this Contract to be terminated, notwithstanding any claim for damages and interest.

13. Liability

The Supplier shall be liable on the basis of ordinary law, and undertakes to repair damages of any kind that EasyVista may sustain, due to the non-performance or breach of one of the obligations under the terms of this Contract by the Supplier or by one of its subcontractors.

14. Personal Data

Each of the parties shall guarantee the other party its full compliance with the legal and regulatory requirements related to the protection of personal data.

The Supplier, in its potential role as Data Processor, undertakes to respect all its obligations as regards EasyVista, the Controllor.

Each of the parties undertakes to collect and store evidence of the performance of its obligations relating to the protection of personal data.

15. Audits

- EasyVista, or any third party it appoints, shall be entitled on reasonable prior notice, to conduct an audit on the quality of the Supplier's products and/or services. During this audit, EasyVista or the appointed third party shall be authorised to check that the Supplier fulfils its obligations under the terms of this Contract.
- In the case of non-compliance observed during this audit, the Supplier shall take the measures defined by EasyVista at the end of the audit in order to fulfil its obligations under the terms of this Contract. If the case of non-compliance is not rectified within the time frame specified by EasyVista, the Supplier shall be deemed to have breached its obligations.

16. Insurance

Both parties declare that they are adequately insured by a reputable insurance company for prejudicial consequences of actions for which they could be held responsible in the performance of the Order (professional liability insurance, and if required, other policies specific to the Order such as cybersecurity).

17. Non-Solicitation

- Unless otherwise agreed, both parties shall abstain, directly or indirectly, from soliciting

or hiring any employee from the other party assigned to the performance of the Order.

- This renunciation is valid for the entire performance of the Order and for the year following its completion.
- Failure to comply with this obligation shall subject the Supplier to the immediate payment of a compensation equal to twelve (12) months' gross basic salary for the relevant employee.

18. Force Majeure

- Cases of force majeure are determined by the applicable law.
- The party invoking a case of force majeure must notify the other party at the earliest opportunity by registered letter with acknowledgement of receipt, and take all possible measures to minimise the impact of the force majeure event on the performance of its obligations.
- Both parties shall do their utmost to assess the effects of the force majeure event on their contractual relationship.
- If the case of force majeure temporarily impedes the performance of the Order, the Contract shall be suspended, unless the ensuing delay justifies termination of the Contract. If the impediment proves to be of a permanent nature, the Contract shall be terminated ipso jure, and one of the parties shall notify the other by registered letter with acknowledgement of receipt.

19. Non-Disclosure

- Each of the parties undertakes not to disclose confidential information communicated by the other party or learned for the performance of the Contract to an unauthorised third party. This obligation is valid for the term of the Contract and for a period of two (2) years after the expiration of the Contract.
- Both parties guarantee that their staff shall preserve the confidentiality of this information and shall not disclose or make it available to a third party without the prior written authorisation of the disclosing party, unless disclosure is required by any court order or administrative body.
- The obligation of confidentiality does not apply to:
 - Information already known to the receiving party prior to its disclosure;
 - Information obtained in good faith from a third party that is not under an obligation of confidentiality;
 - Information independently developed by the receiving party;
 - Information made publicly available by the disclosing party.

20. Assignment and Subcontracting

- In the event of a merger, acquisition or change of control, the Contract may be fully or

partially transferred by EasyVista without any opposition from the Supplier.

- The Supplier may subcontract part of the Order with the prior written authorisation of EasyVista.

21. Severability

In the event one or more provisions in these General Terms and Conditions are held to be void or declared as such in application of a law, regulation or as the result of a final ruling by a competent court, the remaining provisions shall not in any way be affected or impaired thereby and shall remain in full force and effect, unless the invalid provision involved an essential part related to the commitment of one or both of the parties.

22. Action to Combat Concealed Employment

- The Supplier undertakes to comply with the legal and regulatory requirements applicable to human resource management.
- The Supplier undertakes to communicate all documents and certificates required in accordance with the applicable law to EasyVista upon signing of these General Terms and Conditions and every six (6) months until the term of the Contract.

23. Corporate Social Responsibility (CSR)

The Supplier will comply with, and will ensure that its employees, and where applicable, subcontractors, comply with all national, European and international regulations on ethical standards and responsible behaviour, including, but not limited to, human rights, labour law, environmental protection and corruption.

The Supplier declares that it is aware of EasyVista's commitments relating to Corporate Social Responsibility as defined in EasyVista's Code of Ethics.

24. Governing Law

The Contract is governed by laws of the State of New York.

25. Jurisdiction

IN THE EVENT OF A DISPUTE, AND IN THE ABSENCE OF AN AMICABLE AGREEMENT, THE FEDERAL OR STATE COURTS IN NEW YORK CITY, NEW YORK SHALL HAVE JURISDICTION, EXCEPT FOR ANY JURISDICTION CONFERRED BY LAW, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY OR PRECAUTIONARY PROCEEDINGS, BY INTERIM RULING OR BY PETITION.