

Axonaut General Terms and Conditions of Sale

The present General Terms and Conditions of Sale are up to date as of February 2021.

1. DEFINITIONS

1.1. These General Terms and Conditions of Sale (hereinafter "**GTCS**") are offered by the Company. **DIGITICA** (hereafter the "**Company**"), a simplified joint stock company with a capital of 51,249.00 Euros, registered at the Toulouse Trade and Companies Register under the number RCS 809 022 643, whose head office is located at 12 rue Louis Renault 31130 Balma. Its individual intra-community VAT identification number is FR95809022643.

1.2. The Company is the owner and publisher of the website www.axonaut.com (hereinafter the "**Site**"). The Site is hosted by ONLINE SAS, a simplified joint-stock company with a capital of 214 410.50 Euros, subsidiary of the Iliad group, registered with the Paris Trade and Companies Registry under the number RCS Paris B 433 115 90.

1.3. The Director of Publication is Mr. Nicolas Ricard.

1.4. The **Client** is the legal person or entity represented by a natural person and who has approved this agreement on behalf of the said entity. The Client may also be a Sole-trader Business or Entrepreneur. These GTCS are considered as Business-to-Business(B-to-B) transactions and only refer to businesses that are conducted between companies, rather than between a company and individual consumer.

1.5. The Site offers the Client (hereinafter the "Client") the possibility to purchase Services (hereinafter the "Services") including Client relationship management services as presented on the Site. These Services are made available to the Client in SaaS (Software as a Service) mode.

1.6. The Services include the use of the Axonaut Software and all of its functionalities:

- management of quotes
- billing program
- automated cash-flow monitoring solution
- administrative management
- purchase order tool
- online project management tool
- ticket management and after-sales service software
- personnel management tool.

1.7. Prior to any use of the Site and ordering the Services offered by the Company, the Client must ensure that it has the technical and computer resources to use the Site and to order the Services on the Site, and that his browser allows secure access to the Site. The Client must also ensure that the computer configuration of his hardware/equipment is in good condition, recent, not obsolete, does not contain viruses and complies with the required specifications.

2. APPLICATION AND OPPOSABILITY OF THE GTCS

2.1. The purpose of these GTCS is to define all the conditions through which the Company markets the Services on the Site to Clients. They therefore apply to any Order ("Order") for products and/or Services available on the Site to the Client.

2.2. The Client declares that he has read and accepted these GTCS before validating his Order.

2.3. The validation of the Order is therefore subject to acceptance of these GTCS. These are regularly updated. The GTCS in effect for every Client are those available on the Site on the date of the conclusion of the Agreement.

2.4. Any contradictory condition set forth by the Client would therefore be, in the absence of express acceptance, not binding on the Company, regardless of when it may have been brought to its attention.

2.5. The fact that the Company does not avail itself at any given time of any provision of these GTCS, shall not be construed as a waiver of any of the provisions in the GTCS.

2.6. Should any provision of the GTCS be declared null and void, this shall not affect the validity of the remaining provisions of the GTCS.

3. ORDERING SERVICES ON THE SITE

- 3.1.** The Services for sale are described and presented as accurately as possible on the Site. Nevertheless, a variation or a difference in the presentation of the products and/or Services does not engage the Company's responsibility and does not affect the validity of the sale.
- 3.2.** The Company reserves the right to edit the content of the Site at any time.
- 3.3.** The Client selects the Service(s) that he wishes to purchase and can access at any time to the Order summary.
- 3.4.** The Order summary shows the list of the Service(s) that the Client has selected and includes possible additional costs such as the delivery price in addition to the price of the Order Services. The Client has the possibility to modify the Order before proceeding to the acceptance of his Order.
- 3.5.** After having accessed the Order summary, the Client confirms acceptance of the Order by clicking on the Order validation button. The mention "Order with obligation to pay" or a similar unambiguous formula appears next to the "obligation to pay" button of validation of the Order to ensure that the Client explicitly acknowledges his obligation to payment of the Order.
- 3.6.** After acceptance of the GTCS and validation of the Order with obligation of payment, the contract is deemed to be validly concluded between the Company and the Client and is legally binding on them.
- 3.7.** After the validation of the Order and to proceed with payment, the Client shall enter his billing information.
- 3.8.** In the event of a possible modification (change of company name, address, logo, etc.) affecting the current Order, the Company will indicate as soon as possible and by all means to the Client a new delivery time.
- 3.9.** If a Service/functionality is unavailable, the Company may deliver to the Client another one of quality and price equivalent or superior to the one initially ordered, subject to the express agreement by the Client.
- 3.10.** Once the Client has validated his personal details, the Client shall proceed to the payment of his Order according to the following conditions specified below.

PRICE AND TERMS OF PAYMENT OF THE ORDER

- 4.1.** The prices are mentioned on the Site in the description of the Services, in Euros and exclusive of tax. The prices indicated in the Order are deemed to be firm and final.
- 4.2.** The total amount is indicated in the Order summary before the Client accepts the present GTCS, validates his Order, and proceeds to payment. This total amount is inclusive of all taxes.
- 4.3.** The Services ordered on the Site are payable in Euros. The totality of the payment must be made by the Client on the day of the Order, by credit card, except in the case of particular conditions of sale expressly accepted by the Client and the Company.
- 4.4.** In case of payment by credit card, the Site uses a security system. This system guarantees to the Client total confidentiality of his banking information. The banking transaction by credit card, made between the Client and the secure system is therefore fully encrypted and protected. The Client's bank details are not stored electronically by the Company.
- 4.5.** The Client guarantees to the Company that he has the necessary authorizations to use the means of payment when placing the Order.
- 4.6.** The Company reserves the right to suspend or cancel any execution and/or delivery of an Order irrespective of its nature and level of execution, in the event of failed or partial payment of any sum that would be due by the Client to the Company, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the site and the payment of an Order.
- 4.7.** Any user with the ability to log in during the billing period is recorded as an active user and is invoiced in accordance with the price established between the Client and the Company. Only accounts of users who have been deactivated for the entire period are excluded from invoicing.

5. DELIVERY AND PROVISION

- 5.1.** The Services offered for sale on the Site may be made available to Clients worldwide, subject to possible technical restrictions.
- 5.2.** The Services ordered on the Site will be made available to the Client upon receipt of payment by credit card of the Services by the Company and within a period not exceeding 10 days for any other means of payment.

6. CLIENT SERVICE

6.1. For any request for information, clarification or for any complaint, the Client must contact, as a priority, the Company's Client Service to allow it to review the problem and try to solve it to the best of its personal, technical and financial abilities. The Company undertakes to do its utmost to transmit to the Client, by telephone or e-mail, a precise diagnosis of the malfunction encountered as soon as possible. The Company's obligation is one of means.

6.2. The Company's Client Service can be accessed using the following contact information:

- email: support@axonaut.com

- mail: 2460 L'Occitane, Regent Park 2, 31670 Labège, France

7. OBLIGATIONS OF THE CLIENT

7.1. The Client undertakes to comply with the terms of these GTCS.

7.2. The Client undertakes to use the Site and/or the Services in a manner consistent with the instructions of the Company.

7.3. The Client agrees that he uses the Site and/or the Services only for its own use, in accordance with these GTCS. In this respect, the Client agrees to refrain from:

- Using the Site and/or the Services in any illegal manner or for any illegal purpose inconsistent with these GTCS.
- Selling, copying, reproducing, renting, leasing, loaning, distributing, transferring or licensing any or all of the materials in the Site and/or part of the content appearing on the Site and/or the Services provided by the Company or decompiling reverse engineering, disassembling, modifying, displaying in a form readable by the Client, attempting to discover any source code or using any software activating or comprising all or part of the Site and/or Services of the Company.
- Attempting to obtain unauthorized access to the computer system of the Site and/or Services or to engage in any other unauthorized use of the Site and/or Services and/or any activity that disrupts, diminishes quality or interferes with performance or deteriorates the features of the Site and/or the Company's Services.
- Using the Site and/or Services for abusive purposes by voluntarily introducing viruses or any other malicious code other malicious program and attempting to gain unauthorized access to the Site and/or Services.
- Infringing the Company's intellectual property rights relating to the Site and/or Services.
- Denigrating the Site, the Company and/or the Company's Services.
- Any disproportionate use resulting in excessive use of the Company's servers and/or that may cause inconvenience or disruption (including, but not limited to, bandwidth, CPU usage, disk space usage).

7.4. If, for any reason whatsoever, the Company considers that the Client is not complying with these GTCS, the Company shall be entitled to terminate the contract and may at any time, at its sole discretion, deny access to the Site and/or Services and inform him by email, mail or telephone within one month and take all measures including any civil and criminal legal action against him.

8. WARRANTIES

The Company provides the Service on an "as is" basis and undertakes this in the context of a best-efforts obligation in an optimal state of operation, subject to the technical capabilities of the Client's equipment.

9. RESPONSIBILITY

9.1. The Company implements all measures to ensure the delivery of the Services to the Client, in optimal conditions. However, it can in no way be held liable for any damage caused by any failure or improper performance of all or part of the services provided for in the contract, that would be attributable either to the Client or to the unforeseeable and unavoidable act of a third party to the contract, or in a case of force majeure as defined by jurisprudence and article 1218 of the Civil Code.

9.2. The Company shall not be liable to the Client for indirect, special damages, incidental, punitive or consequential damages of any kind (including loss of profit) whatsoever, including but not limited to loss of profit whether the action is contractual, tort (including negligence) even if there is possibility of such damages. In addition, if the Company is liable for any damages arising from or related to these general

conditions, in no event, shall its liability exceed the amount for the related Order paid by the Client to the Company.

9.3. The Company implements all appropriate measures to ensure the security of the data on the Site and as part of the Services offered and sold. This is an obligation of means. Thus, in the event of loss of data, it cannot be held responsible for any damage generated by the loss of the data for which it is the Client's responsibility to ensure the backup.

9.4. The Site may contain links to other sites that are not published or controlled by the Company, and therefore cannot be held responsible for the operation, content or any other element present or obtained through these sites.

9.5. The establishment of such links or the reference to any information, articles or Services provided by a third party, cannot and should not be construed as an express or implied endorsement by the Company of these sites and elements or their contents.

9.6. The Company is not responsible for the availability of these sites and cannot control their content nor validate the advertising, and other information disseminated on these websites.

9.7. It is expressly stipulated that the Company shall in no event be held responsible in any manner whatsoever, if the computer hardware or e-mail of the Client would reject, for example because of an anti-spam, e-mails sent by the Company.

9.8. The Client is fully aware of the provisions of the present article and in particular of the warranties and limitations of liability referred to above, essential conditions without which the Company would not have contracted.

10. PERSONAL DATA - COOKIES - SECURITY

10.1. The Company attaches great importance to the respect of privacy and takes all measures necessary to ensure the confidentiality and security of the personal data of the Clients and of the users of the Services.

10.2. As part of the delivery of the Services, the Company collects personal data from the Clients and in particular the following data :

- Email address
- First name
- Last Name
- Mailing Address
- Country
- Password
- Consumption data

To this end, the processing of Client data is declared to the CNIL under the number 1831129.

10.3. The Company collects and processes Client data for the following purposes:

- Delivery of Services on the Site
- Management of Orders
- Information about the Company and the Company's activities
- Responding to any questions/complaints from Clients
- Elaboration of statistics
- Management of requests for access, rectification, and opposition of rights
- Management of unpaid invoices and litigation.

10.4. The data relating to the management of the personal data of the Clients are kept for the following purposes for a strictly necessary duration (i.e. four years after data collection or the last contact with the Client) such as defined by the French Data Protection Act and amended by Regulation (EU) 2016/679 of April 27, 2016, which came into force on May 25, 2018, relating to the protection of individuals with respect to the processing of personal data and to the free circulation of such data.

10.5. The Client retains ownership of the data transmitted to the Company. Apart from the cases mentioned in these GTCS, the Company undertakes not to transfer them to third parties.

10.6. Client data is processed by the Company and by partner companies and subcontractors of the Company.

10.7. The Company may also disclose, if necessary, the data to cooperate with the administrative and judicial authorities.

10.8. The Company shall ensure that the personal data of the Clients is adequately and effectively secured; the Company has taken the necessary precautions to preserve the security and confidentiality

of the data and to prevent them from being distorted, damaged or communicated to third parties and/or unauthorized persons. The Client acknowledges and agrees that this is only an obligation of means.

10.9. OBLIGATIONS OF THE CLIENT

- The Clients acknowledge that the personal data disclosed by them are valid, up to date, and adequate
- The Clients undertake not to infringe on privacy, image and data protection of any third party and thus not to communicate to the Company the personal data of any third parties without their consent.

Pursuant to Decree No. 2011-219 of February 25, 2011 relating to the conservation and communication of data allowing the identification of any person having contributed to the creation of a content posted online, the Client is informed that the hosting provider of the Site has the obligation to keep for a period of one year as of the day of content creation, for each operation contributing to the creation of a content:

- The ID of connection originating from the communication
- The ID assigned by the information system to the content, object of the operation
- The types of protocols used for the connection to the service and for the transfer of the contents
- The nature of the operation
- The date and time of the operation
- The ID used by the author of the operation when he provided it.

10.10. In case of termination of the contract or closure of the account, the hosting provider must also retain for one year from the date of termination of the contract or closure of the account the information provided at the time of the subscription of a contract (Order) by the Client or at the time of the creation of a new contract, namely:

- At the time of account creation: the ID of this connection
- The first and last name or the company name
- The associated postal addresses
- The pseudonyms used
- Associated e-mail or account addresses
- Telephone numbers
- The password as well as the data allowing to verify or modify it, in their last updated version.

10.11. Each computer connected to the Internet network has an IP address. As soon as a Client browses the Site, the Company collects the Client's IP address in order to analyze the traffic on the Site and to monitor the Client's activity on the Site in order to ensure that the Client does not take any action likely to infringe the GTCS appearing on the Site.

10.12. Finally, in accordance with the French Data Protection Act dated January 6, 1978 as amended by the regulation (EU)2016/679 of April 27, 2016 (GDPR), Clients have the right to access, rectify, delete or ask portability of their data. They also have the right of opposition on legitimate grounds to the processing of their data collected and processed by the Company, by contacting the Company directly at the following email address:

hello@axonaut.com

In accordance with the General Tax Code, the data relating to invoices and payments are conserved for six years for the tax and administrative authorities.

10.13. COOKIES AND STATISTICAL TOOLS

10.13.1. In the context of the use of the Site by the Clients, the Company may use cookies.

10.13.2. In accordance with CNIL decision no. 2013-378 of December 5, 2013, the Company has adopted the following measures and informs Clients that cookies record certain information that is stored in the memory of their computer hardware/equipment. This information is used to improve the use and operation of the Site.

10.14. SECURITY

10.14.1. The Client undertakes not to undermine the security of the Site. To this end, he undertakes not to proceed with any fraudulent access and/or maintenance in the Company's information system. Neither can the Client harm nor interfere with the Company's information system. Failing this, the Company may take any measure against him and in particular engage his criminal liability under Articles 323-1 et seq. of the Penal Code.

11. INTELLECTUAL PROPERTY

11.1. All the elements of this Site and the Site itself are protected by copyright, the trademark, design, and model law and/or any other intellectual property rights. These elements are the exclusive property of the Company. All these rights are reserved worldwide.

11.2. The AXONAUT name and trademark, logos, drawings and models, stylized letters, brands and all the signs represented on this Site are and will remain the exclusive property of the Company.

11.3. No title or right of any kind to any item or software will be obtained by downloading or copying elements of this Site. It is strictly forbidden for the Client to reproduce (except for his own personal and non-commercial use) any part of this Site, to publish, edit, transmit, distribute, display, remove, add to, modify or otherwise alter this Site and the materials and software contained herein; or do any work based on them, or sell or participate in any sale referring to this Site, the elements of this Site or any software related to it.

11.4. The Company grants the Client a non-exclusive license to use the Site and the Services offered by the Company in SaaS mode. This license is strictly personal and can in no way be assigned or transferred to any third party. The license is granted for the duration of use of the Site and Services in the country in which the Client is established.

11.5. Any use by the Client of the corporate names, trademarks and distinctive signs belonging to the Company is prohibited except with the Company's express prior consent.

12. NEWSLETTER

12.1. By accepting these GTCS, the Client agrees that the Company may send on a regular basis and in a form determined by the Company, a newsletter that contain information relating to its activity and updates.

12.2. When the Client completes the registration process on the Site, he agrees to receive commercial offers of the Company for products or Services similar to those subscribed to.

13. RIGHT OF WITHDRAWAL

The Client has no right of withdrawal from the Services provided to him by the Company through the Site; the Services being provided upon receipt of payment by the Company. The test period of the Services, free of charge and without obligation, allowing to validate the adequacy of the Services to the needs of the Client, is under the sole responsibility of the Client.

14. LANGUAGE, APPLICABLE LAW AND JURISDICTION

14.1. These GTCS are written in English.

14.2. These GTCS are governed and interpreted in accordance with French law.

14.3. In the event of any dispute that may arise in connection with the interpretation and/or execution of the present or in relation to these GTCS, the Parties undertake to make their best efforts to try to resolve their dispute amicably. In the event that such an amicable settlement is unsuccessful within a period of sixty days, the Parties intend to submit any dispute to the exclusive and personal jurisdiction of the Courts of Toulouse.