

**FOREWORD** – These general terms and conditions of sale (“Terms and Conditions”) govern the Customer’s purchase of Coppernic’s hardware and software licences (“Products”) as well as Third-Party hardware and software licences (“Third-Party Products”) and any associated services (“Services”). The rental of Products will be governed by Coppernic’s Terms and Conditions of Rental. With the exception of the provisions set out in these Terms and Conditions, all Services are governed by Coppernic’s Terms and Conditions of Service.

## 1. APPLICATION AND ENFORCEABILITY

- By placing an Order with Coppernic, the buyer fully and unreservedly agrees to and accepts these Terms and Conditions. Should Coppernic fail to invoke any of these Terms and Conditions at any given time, this shall in no way be construed as a waiver of the right to invoke any of these Terms and Conditions at a later date.

## 2. FORMATION OF THE CONTRACT AND RESTRICTIONS

- Coppernic’s sales proposals and/or quotations (“Sales Proposal”) will remain valid for thirty (30) days, unless otherwise agreed. Beyond this period, the Sales Proposal will no longer be valid, and the Customer’s Order will be subject to a new Sales Proposal, the price of which may be updated. Orders submitted to Coppernic are only deemed to be valid once they have been accepted by Coppernic with an acknowledgement of receipt (“Acknowledgement of Receipt”) of the order. Where applicable, only conditions specific to these Terms and Conditions signed by a duly authorised representative of each party will be valid. The Terms and Conditions, the Sales Proposal and, where applicable, the Special Conditions constitute the contract between the parties (“Contract”). The Contract is only considered to be valid from the date of the Acknowledgement of Receipt.
- Subject to local availability, the Services are provided in accordance with the provisions of Coppernic’s Terms and Conditions of Service.
- End-use certification: by placing an Order with Coppernic, the Customer certifies that the Products and Third-Party Products purchased will not be used for military purposes, nuclear activities, missile proliferation, or any chemical or biological weapons of any kind, nor will they be resold or exported to any entity involved in such activities.
- Certain Products communicate via radio frequencies that are subject to authorisation. The Customer is responsible for obtaining any required permit or licence from the appropriate authority in the country of use, as well as maintaining and renewing any such permit or licence.

## 3. PRICES AND DELIVERY

- Unless otherwise specified in the Contract, Products and Third-Party Products are sold excluding France FCA (Free Carrier) from Coppernic’s shipping warehouse (Aix-en-Provence [France]) or any other shipping warehouse designated by Coppernic, excluding value added tax (VAT) and all other sales taxes, transport insurance, import duties or charges.
- Deliveries of Products and Third-Party Products in France will be sent DDP (Delivered Duty Paid) to the Customer’s address stated in the Sales Proposal and, unless otherwise specified in the Contract, the Customer will be invoiced separately for transport and unloading costs.
- All terms are based on the International Chamber of Commerce 2020 Incoterms.
- Coppernic will endeavour to: (i) meet the Customer’s delivery requirements, (ii) provide the Customer with an estimated delivery date, and (iii) keep the Customer informed of its progress. Coppernic reserves the right to split deliveries and to invoice each delivery separately. Provided that Coppernic has given reasonable notice, Coppernic is entitled to deliver the Products before the estimated date. The Products, Third-Party Products and Services are deemed to be accepted by the Customer ten (10) days after the Products have been delivered or the Services have been performed, unless the Customer can prove that the Products or Services fail to comply with the Order during this period.
- Repairs that are not covered by a warranty or Maintenance Contract will be invoiced in accordance with the repair costs charged by Coppernic on the date of the repair.
- Unless otherwise specified in the Contract, the transport, accommodation and food expenses incurred by Coppernic will be invoiced to the Customer.

## 4. PAYMENT AND CANCELLATION

- Unless otherwise agreed in the Contract, payment shall be made prior to shipment. Any payment that is not due prior to shipment must be made by the due date indicated on the invoice. In the event of late payment, late payment penalties will be applied without any prior formalities. These penalties will be calculated at the annual rate of the European Central Bank, increased by 10 percentage points, starting on the due date and until full payment is made. In addition, a lump sum compensation of 40 Euros will be applied in accordance with Article L441-10 of the French Commercial Code, unless otherwise stipulated. In the event of persistent breach of contract, five (5) days after receiving a prior formal notice sent by registered letter with acknowledgement of receipt which has remained without effect, a penalty equal to fifteen (15) % of the sums due, plus legal interest and any legal fees, will be charged to the Customer, without prejudice to any damages Coppernic may claim.
- Coppernic reserves the right to suspend deliveries or cease all other obligations if: (i) the Customer fails to make a payment on the due date, either to Coppernic or one of its affiliates; (ii) the delivery is delayed or not possible due to an action or omission attributable to the Customer; or (iii) the Customer’s financial situation or creditworthiness has, in Coppernic’s reasonable opinion, significantly deteriorated.
- Accepted Orders are binding and can only be cancelled with written consent from Coppernic and subject to the payment of a cancellation fee specified by Coppernic, which cannot under any circumstances be less than twenty percent (20%) of the value of the cancelled Order. However, in the event that the Products or Third-Party Products are unavailable for more than twelve (12) weeks from the estimated delivery date indicated in the Acknowledgement of Receipt, both Parties are automatically entitled to cancel the Order by notifying the other Party in writing by registered letter with acknowledgement of receipt. In cases where an Order requires an individual export permit, but this permit is refused, Coppernic reserves the right to cancel the Order without any further obligation whatsoever. Should Coppernic be

prevented from or delayed in fulfilling any of its obligations, including delivery, as a result of any action or omission on the part of the Customer or its representatives or subcontractors, the corresponding payment will be considered due as if the obligation had been fulfilled.

- All risks concerning the Products and Third-Party Products (excluding software) are transferred to the Customer the moment they leave Coppernic’s shipping warehouse (Aix-en-Provence [France]) or any other shipping warehouse designated by Coppernic. However, ownership of the Products and Third-Party Products (excluding software) shall only be transferred to the Customer once Coppernic has received full payment of the sums due and payable for the Products and Third-Party Products concerned. The fact that ownership has not yet been transferred does not prevent the Customer from using the Products and Third-Party Products in the normal course of its business. This right to use Products and Third-Party Products for which payment has not yet been made will cease immediately if insolvency proceedings or possible insolvency proceedings are initiated against the Customer or if any other similar action is taken against the Customer. The Customer grants Coppernic, its agents and employees the right to enter the premises where the Products and Third-Party Products are kept in order to retrieve them in the event that the Customer’s rights of use have ceased.
- In the event that the Products or Third-Party Products are seized by a Third-Party, the Customer must inform Coppernic immediately. The Customer will assume the financial consequences of any damages suffered by Coppernic as a result of such seizure.

## 5. SOFTWARE

- All software is the property of Coppernic and/or its Third-Party Licensors. All software is protected by copyright law and the provisions of international conventions and is licensed (but not sold) for use. Once the applicable fees have been paid, the Customer is granted a perpetual, non-exclusive, limited and non-transferable licence to use the software and associated documentation on an authorised server or device, depending on the case. The Customer may not (i) copy the software or reproduce the documentation, in whole or in part, beyond the limits set out in these Terms and Conditions, (ii) sell, license, sub-license, assign or transfer the software or documentation, (iii) distribute the software or documentation, in whole or in part, to Third Parties, or provide data processing services to Third Parties on a timeshare basis, through rental or by any other means, (iv) reverse engineer, decompile, disassemble or translate the software, in whole or in part, other than to the extent strictly permitted by law to achieve interoperability with other software or programs, if applicable, (v) write or develop derivative software based on any software, documentation or protected information belonging to Coppernic or a Third-Party Licensor.
- Coppernic will provide the Customer with one (1) copy of the software in a format that is suitable for computer use, together with a copy of the associated documentation for each software ordered. The Customer has the right to: (i) make additional copies of the documentation free of charge for internal software-related purposes, (ii) make a machine readable copy of the software for back-up/archiving purposes, provided that the Customer (a) includes copyright and other proprietary notices on each copy or partial copy, and (b) keeps up-to-date records of such manipulations, including written information on the location of the authorised server and software for auditing purposes, and (iii) transfer the software from one authorised server to another, provided that the server uses the same operating system and the software is not used on more than one server at the same time.
- In the event that the Products or Third-Party Products constitute software or are delivered with software (pre-installed or integrated), the Customer is bound by the appropriate licence, which may require prior acceptance before use. This licence is in addition to these Terms and Conditions, with the same effect and force. Any Software maintenance provided to the Customer will be subject to the applicable Software Maintenance Contracts established with Coppernic or the Licensor. In the event of any contradictions between the provisions of said licence and those of these Terms and Conditions, the provisions of the licence override the provisions of these Terms and Conditions.

## 6. PROPERTY RIGHTS AND COMPENSATION LIMITATIONS

- All intellectual property rights, including but not limited to patents, royalties, copyrights, models, trademarks or any other intellectual, literary or industrial property rights relating to (i) Products (ii) Third-Party Products and (iii) Services performed including but not limited to functional specifications or customised Products are and will remain the exclusive property of Coppernic or its Third-Party Licensors. None of the clauses of these Terms and Conditions can be considered as a transfer of such a right to the Customer.
- In the event that the Product is subject to an infringement action in the country of sale, based on a direct infringement of a patent, copyright or royalty of a Member State of the EU, the USA or Canada that exists on the date that the Product is delivered to the Customer, Coppernic may, at its discretion, either (i) obtain a licence in favour of the Customer, or (ii) accept the return of the Infringing Product and refund the purchase price minus a reasonable amount for any wear and tear, deterioration or obsolescence (corresponding to a straight-line depreciation over three years from the date of delivery), or (iii) replace or modify the Infringing Product with a Non-Infringing Product that is functionally substantially equivalent to the Infringing Product. This Indemnity does not apply to re-conditioned Products.
- If the Product is subject to an infringement action based on (i) a modification made to the Product by the Customer or a modification made to the Product by Coppernic, its affiliates, agents or subcontractors in order to meet the Customer’s requirements or (ii) combining the Product with mechanical equipment or software that is not exclusively manufactured by or on behalf of Coppernic or its affiliates, Paragraph B shall not apply and the Customer will compensate Coppernic and its affiliates for any damages, costs, expenses or losses incurred as a result of such action, insofar as such modification or combination is the cause of such action.

## 7. WARRANTIES

- Copernic guarantees for the period specified below, that for normal use:
  - (i) all Products shall substantially conform to the officially published specifications at the date of delivery;
  - (ii) all materials are free from any manufacturing and design defects or faults;
  - (iii) the software (a) do not contain any intentional viruses or any other form of computer coding or component designed to disable, damage, alter or delete the software or any other software or data; (b) where applicable, are supplied using media that are free from any manufacturing faults and design defects; and (c) all Services are provided in a professional manner and with due diligence.Unless otherwise stipulated in the Contract, the Products are guaranteed for: twelve (12) months from the date of delivery for hardware Products, and three (3) months from the date of delivery for software Products. Unless otherwise stipulated in the Contract, Services are guaranteed for one (1) month from the date that the Services are performed. Products that are sold as re-conditioned Products are guaranteed for three (3) months from the date of delivery. However, consumable items that do not have a serial number, as well as items such as, but not limited to, batteries, cables, cases and straps, are guaranteed for three (3) months from the date of delivery. It is expressly agreed that the warranty only covers the Products and does not cover Third-Party Products.
- It is clearly specified that Copernic does not guarantee the continuous use or the faultless/error-free operation of the Products. Any technical and/or design information contained in brochures, catalogues and other written material is provided as a general product description and cannot be regarded as contractually binding in any way.
- Copernic's only obligations under the above-mentioned warranty terms are (at its discretion): (i) to repair or replace faulty Products at its repair center, (ii) to correct or replace incorrect software and to replace any defective or contaminated media that is returned to Copernic during the warranty period, and (iii) to make all commercially reasonable efforts to rectify deficient Services. Any Product repair or replacement during the warranty period will not result in a new or extended warranty period.
- These warranty terms do not apply when (i) a Product has been modified, repaired or altered by any person who is not authorised by Copernic or its affiliates; (ii) a Product has been improperly stored, used or maintained; (iii) a Product has been intentionally or accidentally damaged; (iv) a Product has been installed or used, at any time, in a way that is not indicated in the user manual. This warranty excludes all components and accessories that are not supplied by Copernic, i. e. batteries.
- Before returning any Product to Copernic, the Customer must obtain a return authorisation number. The Customer shall bear all costs related to identifying the fault, removing the product, transporting it to the designated Copernic repair center and re-installing it. Copernic shall bear the return transport costs. In the event that all or part of the work carried out is not covered by the warranty, the cost of the work concerned, along with the cost of return transport, shall be borne by the Customer.
- With regard to Third-Party Products, some of Copernic's suppliers have authorised Copernic to carry out repairs under warranty. If necessary, this will be communicated to the Customer. In all other situations, in the event of a fault or defect found in a Third-Party Product, i.e., hardware or software that is not manufactured either by Copernic or by one of its affiliates, the Customer's only recourse will be against the manufacturer directly, from which all warranties are assigned to the Customer. Wherever possible, Copernic will provide assistance in managing warranties for Third-Party Products.
- Without limiting the foregoing, Copernic does not provide any warranty for any Third-Party Software that may be pre-installed on any of Copernic's Products, including but not limited to the pre-installed operating system.

## 8. LIMITATION OF LIABILITY

- Except as expressly specified in the Terms and Conditions, Copernic makes no other warranties, guarantees, conditions or other terms, either implied or arising from a trade practice, including, but not limited to, guaranteeing the continuous use or faultless/error-free operation of the Products, their marketable quality or their suitability for a particular purpose.
- Should the Customer be entitled to claim damages against Copernic, Copernic's liability will be limited to the direct damages, with a maximum compensation of one hundred twenty-five percent (125%) of the sums paid for the Product(s) or Third-Party Product(s) subject to the claim. This limitation is cumulative. Multiple claims may not exceed this limit.
- Neither Copernic nor its suppliers can be held liable for any damage caused to Third Parties which is the subject of a claim against the Customer, for damage to the Customer's data or files, for any indirect, special or immaterial damage, including but not limited to loss of earnings, loss of turnover or failure to achieve expected savings, even in cases where the Customer has notified Copernic of this eventuality, and even if the Products, Third-Party Products or Services are not delivered on time. This limitation applies both to claims made by the Customer against Copernic to fulfil the Contract as well as in cases of tortious liability.
- Similarly, the Customer may not under any circumstances hold Copernic liable for any delay or failure to fulfil its obligations due to circumstances beyond its control, including, but not limited to, fire, strikes, blockades, social conflicts, transport delays or any interruption in shipping or manufacture attributable to Third Parties, earthquakes, storms, wars, government or state regulations or natural disasters and, more generally, for any case of force majeure in accordance with the provisions of Article 1218 of the French Civil Code as interpreted by French case law.
- Nothing in this clause shall be construed as excluding or limiting any liability which cannot be excluded or limited by law.

## 9. PERSONAL DATA PROTECTION

- In accordance with EU Regulation 2016/679 dated 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Copernic, in its capacity as data controller, processes personal data relating to the natural person(s) who is/are the Customer's contact person(s) ("Concerned Person"). This data is processed solely for the purposes of selling and

delivering the Products and Services defined in the Contract. In particular, the information requested at the time of the Order is required for establishing the invoice (legal obligation) and delivering the goods that have been ordered, without which the Order cannot be placed. Automated decisions and profiling are in no way part of the ordering process.

- The data collected includes the surname, first names, title, professional contact details (email & telephone number) and position of the Person Concerned.
- The legal basis of data processing is the fulfilment of the Contract.
- The personal data is collected and processed by Copernic's duly authorised staff (marketing, IT, sales administration, sales, delivery and invoicing departments), as well as its subcontractors who are involved in the delivery and sales operations. Those receiving the data only have access to the data that is strictly necessary for them to carry out their tasks.
- Personal data may be released to a legally authorised authority upon request. The data is kept within the European Union except in cases where the Customer is based in North America and the activity concerns repairing equipment.
- The data is stored for the duration of the business relationship and 5 years after the end of the business relationship (statutory limitation period), unless a longer period is required in order to satisfy legal obligations (e.g., 10 years for an invoice).
- The Data Subject has the right to access, rectify or erase his/her personal data, or to limit the processing carried out on such data, to object to the processing, to request the transfer of the data and to issue advance instructions on how the data will be used after his/her death, provided that exercising these rights does not undermine the purpose of the data processing. The Person Concerned may exercise these rights by sending their request to the Seller, together with a copy of proof of identity, if requested, to:
  - Copernic – 20 Rue Georges Claude, ZI Les Milles, 13290 Aix-en-Provence – France
  - [reclamationdonnees@coppernic.fr](mailto:reclamationdonnees@coppernic.fr)

The Person Concerned may also lodge a complaint with a supervisory authority (e.g., the CNIL [National Commission for Information Technology and Civil Liberties] in France).

The electronic contact details (email address) of the Person Concerned may also be used by Copernic for commercial canvassing purposes. The Person Concerned may at any time object to this canvassing by sending an objection request to the above-mentioned contact details or via the link provided for this purpose in each e-mail that is sent to him/her. In the absence of opposition from the Concerned Person, his/her electronic contact details will be kept for this purpose for three (3) years from the end of the contractual relationship between Copernic and the Customer, or from the date of the last explicit requests from the Concerned Person.

## 10. GENERAL CLAUSES

- Non-transferability of the Contract: The Customer may not transfer the rights and obligations of this Contract to any Third-Party without Copernic's prior written consent.
- Modifying the Terms and Conditions: Copernic reserves the right to modify the Terms and Conditions at any time. However, the Customer shall continue to be bound by the version agreed upon when the Contract was made. The Terms and Conditions are therefore subject to change from one Order to another.
- Non-waiver clause: Should one of the Parties fail to invoke any of the provisions of the Terms and Conditions or tolerate the non-execution thereof, be it on a temporary or permanent basis, this shall in no way be construed as a waiver by that Party to exercise any of its rights under the Terms and Conditions.
- Nullity of a clause: If one or more provisions of the Terms and Conditions are held to be invalid or declared as such under any treaty, law or regulation, or following a final court decision, the other provisions remain in full force and effect.
- Waste Management (WEEE): At the end of their useful life, all Copernic Products bearing the "crossed-out bin" logo, and which entered the market after 13 August 2005 must be properly sorted and recycled. The collection of these products will be carried out in accordance with the legal provisions of the respective country.

## 11. LANGUAGE - APPLICABLE LAW - DISPUTES

- These Terms and Conditions are written in French. Any translated version of the Terms and Conditions is provided for convenience only. Should there be any contradiction between the French version and a foreign language version, only the French version shall be deemed legally valid.
- These Terms and Conditions are governed by and interpreted in accordance with French law. All disputes relating to the formation, validity, performance or interpretation of the Contract shall be settled by the Commercial Court of Aix-en-Provence, or by the Marseilles Court of Justice if jurisdiction is granted to it under the terms of a certain law or regulation. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

On behalf of the Customer (date, signature and company stamp):