

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (hereinafter referred to as the “GTCs”) govern the relationship between (i) the company **DOTBLOCKS SOLUTIONS**, a *société par actions simplifiée*, with share capital of EUR 1,000.00, registered with the Paris Trade and Companies Register under number 987 969 376, having its registered office at 3 Passage Bullourde, 75011 Paris, France (hereinafter referred to as “DotBlocks”), and (ii) any individual or legal entity acting in a professional capacity (within the meaning of the French Consumer Code), having subscribed to the Services (as defined hereinafter) by signing any Order Form (as defined hereinafter) relating thereto (the “Client”).

RECITALS

- (A) DotBlocks specialises in the development of simulation software and, in this context, has developed an *intuitive* and no-code cloud-based platform intended to accelerate industrial companies’ innovation processes by enabling them to design their own bespoke simulation tools, with the assistance of pre-coded components.
- (B) The Client has (i) expressed its interest in accessing the Platform (as defined hereinafter) and in benefiting from the associated Services (as defined hereinafter) for its internal needs, and (ii) received sufficient information regarding the operation of the Platform and the Services, to enable it to agree to the terms and conditions set out below.
- (C) The purpose of these GTCs is to define the obligations and liabilities of DotBlocks and of the Client with respect to the use of the Platform and of the Services subscribed to by the Client under any Order Form.

1 INTERPRETATION

1.1 Definitions

For the purposes of the Agreement, the terms and expressions beginning with a capital letter shall have the following meaning:

“**Affiliates**”: means any entity which, on the effective date of the Agreement or thereafter, directly or indirectly, controls, is controlled by, or is under common control with the Client, within the meaning of Article L. 233-3 of the French Commercial Code.

“**Agreement**”: has the meaning given to it in Article 3.1.

“**Authorised Overdraft**”: has the meaning given to it in Article 7.4.1.

“**Authorised Users**”: means the Client and any natural person qualifying as a professional within the meaning of the French Consumer Code and specifically designated in writing by the Client (including, in particular, an employee, agent, representative, temporary worker, intern, an Affiliate company, and a consultant of the Client) to the extent necessary for the purposes of using the Services and exercising the rights granted in this respect.

“**Compute Credits**”: means the units for measuring the consumption of computing resources on the Platform, as defined and implemented by DotBlocks (for example: duration of use of a worker with a given configuration or any other appropriate technical metric). Compute Credits are debited from the Client’s Compute Credits balance upon each operation of the Platform that entails a consumption of computing resources. Compute Credits have no monetary value, may not be exchanged for cash or credit notes, and are neither refundable nor transferable, except

with DotBlocks' express prior written consent.

"Confidential Information": means all financial, legal, technical, commercial and strategic information, as well as data, documents of any kind, drawings, concepts, trade secrets, know-how, information systems and software, disclosed or made known to a Party under the Agreement irrespective of the form and/or media used.

"Event of Force Majeure": means any event of *Force Majeure*, as defined in Article 1218 of the French Civil Code and as construed by the French courts and tribunals.

"Intellectual Property Rights" : shall mean all intellectual property rights, including patents, rights in inventions (whether patentable or not), copyrights, registered trademarks, logos, trade names and domain names, URLs, design rights, know-how, rights in and to confidential information, rights in and to computer software, rights in and to databases, trade secrets and the designs and models contained therein, and all other intellectual property rights, in each case whether registered or unregistered, including all applications for (or rights to apply for) such rights, renewals or extensions thereof, and rights to claim priority in respect of such rights, together with all similar or equivalent rights or forms of protection that currently exist or may hereafter exist in any part of the world.

"Order Form": means any order form signed by the Client for the subscription of the Services, which refers to and incorporates these GTCs and specifies, in particular, the selected Package(s), the applicable pricing, the term and, where applicable, any specific conditions agreed between the Parties.

"Package": means a standard offer proposed by DotBlocks and subscribed to by the Client under an Order Form, including in particular (i) a right of access to and use of the Platform for a fixed term, (ii) a certain volume of Compute Credits, (iii) a right to the simultaneous existence of a maximum number of Tools in the Platform; and (iv) associated standard services, including in particular the Standard Configuration Services, hosting, maintenance and support services, as described in the corresponding Order Form.

"Parties": in the plural, means together the Client and DotBlocks. In the singular, means either one of the two Parties.

"Platform" means DotBlocks' proprietary software platform, (i) accessible at the dedicated address indicated in the relevant Order Form and (ii) made available to the Client and its Authorised Users in SaaS mode for the purposes and under the terms and conditions of these GTCs. For the avoidance of doubt, "Platform" includes (i) the features of such platform specified in the relevant Order Form and (ii) where applicable, any other tool made available to the Client on the Platform pursuant to the licence subscribed by the Client in such Order Form.

"Price of the Services": has the meaning given to it in Article 7.1.1.

"SaaS": means *Software as a Service*, which designates the mode of provision of the Platform, that is to say software available online and hosted by a trusted third-party service provider.

"Services": has the meaning given to it in Article 5.2.3. For the avoidance of any doubt, the term "Services" expressly includes the Client's and its Authorised Users'

access to and use of the Platform under the conditions set forth herein.

“Specific Configuration Services”: has the meaning given to it in Article 5.1.2.

“Standard Configuration Services”: has the meaning given to it in Article 5.1.1.

“Tool”: means a digital simulation tool created and used by users of the Platform on the Platform, for the purpose of solving a specific industrial issue by means of a dedicated interface.

1.2 Interpretation

- 1.2.1 Any reference to a law or legal provision shall be deemed to include (i) such law or legal provision as amended, re-enacted or consolidated, whether before or after the Effective Date, and (ii) any applicable legislation related thereto, as enacted pursuant to such law or legal provision.
- 1.2.2 Any reference to a “person” includes any natural person or legal entity, any company, any authority or any other entity having legal personality.
- 1.2.3 Any reference to the Agreement includes all recitals and all Schedules to said Agreement.
- 1.2.4 The meaning attributed to the terms defined in the Agreement applies to both the singular and the plural forms of such terms.
- 1.2.5 The headings of the Articles and Schedules, where applicable, are inserted for convenience of reference only and shall not affect their meaning or interpretation.
- 1.2.6 The expressions “including”, “including without limitation”, “in particular” or “notably” and words having a similar effect shall not be construed as limiting the generality of the words preceding them.
- 1.2.7 The expression “use best efforts” means that the Party having

undertaken such obligation is bound by an *obligation de moyens* in this respect, as understood under French law.

2 PURPOSE

The purpose of the Agreement is to define the obligations and liabilities of the Parties with regard to the implementation by DotBlocks of the Services subscribed to by the Client under any Order Form.

3 CONTRACTUAL DOCUMENTS

- 3.1 The contractual relationship between the Parties for the purposes of the Services is governed by the following documents, in order of precedence: (i) any Order Form accepted and signed by the Client; and (ii) these GTCs, together with their Schedules, where applicable (together, the **“Agreement”**), it being specified that the GTCs apply to any Order Form. In the event of any inconsistency between these various documents, the provisions of the document of higher rank shall prevail.
- 3.2 In addition to the Order Forms signed between the Parties, certain packages of additional Compute Credits may be ordered directly by the Client within the DotBlocks application. In such case, validation by the Client of the online order shall constitute firm acceptance of the corresponding order, under the pricing conditions displayed at the time of said order, and shall entail the application of these GTCs to said packages of additional Compute Credits.
- 3.3 The Parties expressly acknowledge and agree that (i) the Agreement supersedes and replaces any prior verbal or written agreement between the Parties relating to the subject matter hereof, and (ii) the Client’s general terms and conditions of purchase and/or sale are not applicable to the subject matter of the Agreement.

3.4 In the event of any inconsistency between several versions of the same document, the provisions of the latest version in date shall prevail.

3.5 The GTCs may be updated and/or amended from time to time if DotBlocks deems this necessary or appropriate. The Client shall be informed in advance of the latest update by email sent to the contact address used for sending the Order Form, and shall be required to accept again the GTCs, as amended, in order to continue to benefit from the Services. In the event of disagreement, the Client may terminate the Agreement under the conditions set out in Article 11.1.3 and subject to the provisions of Article 11.2.

4 EFFECTIVE DATE AND TERM

4.1 **Term of the Agreement.** The Agreement takes effect as from the date of signature of the first Order Form by the Client and shall terminate upon expiry of all Order Forms, unless terminated early by either Party under the conditions provided for in Article 11.1.

4.2 **Term of each Order Form.** Each Order Form takes effect on its date of signature by the Client, and for the term specified in said Order Form.

4.3 Notwithstanding any other provision of the Agreement it is agreed between the Parties that each licence granted by DotBlocks under an Order Form (i) is granted for an initial term of twelve (12) months as from the date on which the Platform is made available as indicated in the corresponding Order Form; and (ii) shall be renewed by tacit renewal for successive periods of twelve (12) months following the expiry of the initial term of twelve (12) months, unless terminated (i) by either Party, by registered letter with acknowledgement of receipt, subject to a notice period of one (1) month prior to the expiry date of the initial period or of any of the successive renewal periods, or (ii)

early under the conditions of Article 11.1.

5 Access to the Services

5.1 Access to the Platform

5.1.1 Access to the Services requires the prior performance by DotBlocks of configuration services enabling the Client and its Authorised Users to be granted access to the Platform (the "**Standard Configuration Services**"). The sole purpose of these Standard Configuration Services is to enable use of the Platform in a standard environment offered by DotBlocks, without any specific adaptation to the Client's own needs.

5.1.2 Without prejudice to the foregoing, DotBlocks may perform additional configuration services (the "**Specific Configuration Services**") where this has been expressly agreed in writing between the Parties under the Order Form or any other contractual document specifying their purpose and financial terms.

5.2 Use of the Services

5.2.1 As from completion of the Configuration Services under the conditions set out in Article 5.1, DotBlocks undertakes to:

- enable the Client and its Authorised Users to access and use the Platform under the conditions set out herein and within the limits of the rights granted according to the type of licence or package subscribed to by the Client under the relevant Order Form . For this purpose, DotBlocks undertakes to provide the Client with the tools necessary to generate the usernames and passwords for the Authorised Users;
- provide a general training session on the use of the Platform, subject to a maximum

number of participants set by DotBlocks;

- ensure, directly or indirectly through its trusted subcontractors, the hosting of the Platform within the European Union; and
- ensure the maintenance and updating of the Platform; and
- make available to the Client a support service that can be reached from Monday to Friday (excluding public holidays) (i) by telephone between 9:00 a.m. and 5:00 p.m., at the number that will be indicated to the Client for this purpose; and (ii) by email at the address that will be indicated to the Client for this purpose, it being specified that DotBlocks shall acknowledge receipt of the request within twenty-four (24) hours following receipt of said request; and

5.2.2 Additional services. By way of exception, and in addition to the standard Packages, DotBlocks may provide the Client with additional services (in particular training, studies, and specific deliverables) where such services have been expressly subscribed to by the Client under an Order Form or a specific contractual document (for instance, a *statement of work*).

5.2.3 It is expressly agreed between the Parties that DotBlocks shall not be required to provide the Client with any services other than those expressly covered and subscribed to by the Client under Article 5.2.1 and, where applicable, Article 5.2.2 (hereinafter the “**Services**”), to the exclusion of any other service, whether or not associated with the Services.

5.3 Technical access

5.3.1 Each Authorised User (i) is personally responsible for implementing the

security of the IT and telecommunications resources necessary to access the Services, and (ii) bears the related costs.

5.3.2 Each Authorised User expressly acknowledges and accepts that electronic communications may not be free from interference by third parties.

5.3.3 DotBlocks reserves the right, at any time during the performance of the Agreement, to:

- suspend the Services, temporarily or permanently, in order to carry out maintenance operations; and/or
- make any modifications and improvements to the Services that it deems necessary, with or without interruption of access;

such operations shall, to the extent possible and save in cases of emergency, be notified by DotBlocks to the Client by email or by any other means at DotBlocks’ discretion, at least twenty-four (24) hours prior to the implementation of the operations concerned.

5.3.4 A standard data storage volume is included in each Package. DotBlocks reserves the right, in the event of a significant and lasting overrun of the predefined volume previously determined and communicated in advance by DotBlocks, to offer the Client, at its sole discretion: (i) the subscription of additional storage capacity invoiced at the rate in force; and/or (ii) the implementation, after prior information to the Client, of rules for the deletion of the oldest or least used data.

5.4 Connection to the Platform

5.4.1 In addition to the Standard Configuration Services provided for in Article 5.1, access to the Services remains subject to:

- payment by the Client of the Price of the Services agreed between the Parties under the conditions of Article 7;
 - the express acceptance by the Client of the terms of the Agreement and their continued compliance by each Authorised User. In this respect, the Client undertakes to ensure that any natural person who accesses and uses the Platform (i) is an Authorised User; and (ii) agrees to be bound by the terms and conditions of use of the Platform set out in the Agreement, which shall have been communicated to that person by the Client prior to any use; and
 - the provision of complete and accurate information by the Client. In this respect, the Client undertakes to inform DotBlocks, without undue delay, in the event of any modification of the information initially provided by the Client for the purpose of accessing the Services.
- 5.4.2** Insofar as only professionals are authorised to access and use the Platform, the Client undertakes, and shall ensure that each Authorised User undertakes, to use the Platform solely within the framework of the Client's professional activity and exclusively for the purposes of the Services.
- 5.4.3** The Client acknowledges and agrees that access to the Platform and the use of the Compute Credits is subject to the existence of an Agreement and an Order Form that are valid and in force, as well as to payment of the Price of the Services under the conditions of Article 7. In the event of expiry or termination, for any reason whatsoever, of the Agreement and/or the relevant Order Form, the Client shall lose the right to access the Platform and to use any remaining balance of unused Compute Credits as at the effective date of such expiry or termination, and no refund or compensation shall be owed by DotBlocks in this respect.
- 5.5 Authentication of an Authorised User**
- 5.5.1** Each Authorised User is solely responsible for the security of the login and password enabling that Authorised User to access the Platform.
- 5.5.2** Accordingly, the Authorised User undertakes to:
- take all appropriate measures to ensure that the login and password remain confidential, personal and secure, in particular by refraining from disclosing them to anyone whatsoever or enabling the automatic storage of the login and password on any device that is not personal to the Authorised User; and
 - immediately inform DotBlocks by email in the event that the Authorised User suspects or becomes aware that the login and/or password has been stolen and/or that an unauthorised third party has gained access thereto. If the Authorised User has lost or forgotten the password, the Authorised User may reset it by contacting DotBlocks.
- 5.5.3** Any action carried out by means of a login and password associated with the Client's account and/or with an Authorised User shall be deemed to have been carried out by the Client, directly or indirectly through its Authorised Users, and shall bind the Client accordingly. DotBlocks may in no event be liable, in any manner whatsoever, for any fraudulent use of a login and/or password and for any consequences arising therefrom.
- 5.5.4** It is prohibited for the same natural person to hold or use several Authorised User accounts. DotBlocks reserves the right to suspend or close

any multiple account linked to the same natural person, in particular in the event of suspected abuse of promotional offers.

6 OBLIGATIONS OF THE PARTIES

6.1 Obligations of the Client

6.1.1 Without prejudice to, and in addition to, the obligations set out in the Agreement the Client undertakes to:

- pay the Price of the Services within the time limits and under the conditions provided for in Article 7 of the Agreement;
- where Specific Configuration Services and/or additional services are provided for under an Order Form or a specific contractual document, clearly set out its needs and constraints;
- collaborate and cooperate actively and on a regular basis with DotBlocks, and to act in good faith, by providing without undue delay any information or documentation required by DotBlocks for the purposes of performance of the Agreement, and to inform DotBlocks without undue delay and in writing of any difficulty of which it becomes aware and which is liable to affect the proper performance of the Agreement;
- install without undue delay any update required by DotBlocks in connection with the Services;
- ensure that each Authorised User who accesses and/or uses the Services complies with the obligations set out in the Agreement, including but not limited to the obligations relating to the use of DotBlocks' Intellectual Property Rights provided for in Article 8, and refrains from any act and/or omission which could, in any

manner whatsoever, (i) infringe and/or affect the interests, rights (including but not limited to DotBlocks' Intellectual Property Rights) and/or reputation of DotBlocks, another user, or third parties; and/or (ii) disrupt, hinder, and/or prevent the proper functioning of the Services and/or compromise the security of the Platform. The Client remains fully liable for the acts and omissions of its Authorised Users in connection with access to and use of the Services.

6.1.2 The Client acknowledges that any breach of its obligations or of those of its Authorised Users, as specified in the Agreement, entitles DotBlocks to take any and all remedial measures it deems necessary, including termination of the Agreement, suspension and/or limitation of the Client's and/or any Authorised User's rights of use, and to bring any legal action in respect of such breach.

6.2 Obligations of DotBlocks

6.2.1 DotBlocks undertakes to implement the human and technical resources necessary for the proper performance of the Services.

6.2.2 Without prejudice to DotBlocks' right to suspend temporarily or permanently access to the Services as provided for in the Agreement, DotBlocks undertakes to:

- implement appropriate technical and organisational measures to ensure the security and confidentiality of the Platform; and
- use its reasonable efforts to ensure a sufficient level of availability of the Platform.

6.2.3 Notwithstanding the foregoing provisions, the Client hereby acknowledges and agrees that the Services are provided "as is" and "as

available”, such that DotBlocks gives no warranty to the Client, and shall not be liable in this respect, regarding (i) the fitness of the Platform for any particular purpose other than that provided for and authorised in the Agreement, (ii) the completeness of the Services and/or their compatibility with the activities, equipment, operating systems, browsers, software or other tools envisaged by the Client and/or its Authorised Users, (iii) the compliance of the Services with the laws applicable to the Client and/or its Authorised Users; and (iv) the absence of any interruption, error, malfunction or malicious code of any kind relating to the Services. The Client further acknowledges that the availability and characteristics of certain technical resources of the Platform (in particular the types and capacities of the available configurations of workers made available for computations) depend on DotBlocks’ cloud hosting providers and on their own service commitments. As a result, DotBlocks’ commitments in terms of availability and performance of the Services may not exceed those of its hosting providers, as they may evolve during the term of the Agreement.

6.3 Obligations of the Parties

Without prejudice to and in addition to the obligations imposed on the Client and/or on DotBlocks under the Agreement, the Parties undertake to initiate and/or participate in any follow-up meeting that either Party, acting reasonably and in good faith, deems necessary for the proper performance of the Services. For this purpose, the Client undertakes to mobilise the competent persons (including an Affiliate company) in order to arbitrate any disagreements and/or changes discussed during such meetings.

7 FINANCIAL TERMS

7.1 Price of the Services

7.1.1 In consideration of the Services provided by DotBlocks under the Agreement including the rights to use the Platform granted to the Client under the conditions set out in Article 8, the Client undertakes to pay DotBlocks the price determined in each corresponding Order Form (the "**Price of the Services**"). The Price of the Services includes, as the case may be and as specified in the Order Form:

- (a) For each Package subscribed to by the Client, a flat price for the relevant term, covering in particular:
 - The rights to use the Platform for the duration of the relevant Order Form;
 - The Standard Configuration Services;
 - A predefined volume of Compute Credits; and
 - The associated hosting, maintenance and standard support services.
- (b) Where applicable, the price of the Specific Configuration Services;
- (c) Where applicable, the price of any additional service subscribed to by the Client;
- (d) Where applicable, the price of any additional Compute Credit packages ordered by the Client, invoiced according to the unit or flat-rate price indicated in the corresponding Order Form or in any written commercial offer accepted by the Client.

DotBlocks may, where applicable, make additional information regarding the Services available to the Client, in particular in the form of

functional and technical specifications of the Platform and/or a service catalogue published by DotBlocks, accessible on the Platform or provided upon request. These documents are for descriptive purposes only and do not create any additional contractual obligation for DotBlocks.

7.1.2 It is expressly specified that the Price of the Services:

- does not include the cost of telecommunications necessary for the use of the Services, it being specified that such cost shall be borne exclusively by the Client; and
- is understood to be exclusive of taxes, it being specified that value added tax or any other tax of whatever nature shall be invoiced by DotBlocks immediately in addition to any amount on which it is calculated and shall be paid by the Client in full without any deduction.

7.1.3 Unless otherwise provided in the Order Form, the Price of the Services relating to each Package is invoiced annually and payable in advance. The Parties may agree in the Order Form on a different invoicing frequency (for example quarterly or monthly), without this affecting the initial commitment period agreed in respect of said Package.

7.1.4 DotBlocks may make available to the Client, within the DotBlocks application, ordering interfaces enabling the subscription of certain packages of additional Compute Credits. Where applicable, the price in force shall be the one displayed on the application at the time of the order, and the Client's validation of the order within this space shall constitute firm and definitive acceptance of the corresponding

order, in compliance with these GTCs.

7.2 Payment terms

7.2.1 The Client undertakes to pay the Price of the Services in accordance with the schedule set out in the corresponding Order Form.

7.2.2 Without prejudice to the foregoing and unless otherwise agreed in said Order Form, the Client undertakes to settle payment of each invoice within thirty (30) days from receipt of each invoice.

7.2.3 Payment of the Price of the Services shall be made by bank transfer(s) to the bank account designated for this purpose by DotBlocks, which shall provide the Client with the corresponding bank account details (Relevé d'Identité Bancaire).

7.2.4 Pursuant to Article L. 441-6 of the French Commercial Code, failure to pay an invoice when due shall result in the Client being liable (i) for late-payment penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points, calculated per day of delay from the due date indicated on the unpaid invoice until the date of actual payment, and (ii) for a fixed indemnity in the amount set by Article D. 441-5 of the French Commercial Code, i.e. forty (40) euros. Late-payment penalties shall be payable without prior notice using the means of payment provided for in Article 7.2.3.

7.3 Compute Credits

7.3.1 The Compute Credits included in a Package are made available to the Client as from the date of availability of the Platform indicated in the corresponding Order Form, and are valid for the term of said Order Form, unless otherwise provided. Specific conditions for the carry-over of

certain unused Compute Credits may, on an exceptional basis, be accepted by DotBlocks, within the limits that DotBlocks shall then specify in writing.

7.3.2 The additional Compute Credits purchased by the Client during the performance of the Agreement, whether under an Order Form or within the application in accordance with Article 3.2, are valid for a period corresponding to the longer of the following two periods:

- the remaining term of the Order Form in progress at the time of their purchase; and
- a period of twelve (12) months from the date of purchase, subject to contractual continuity (renewal of the initial Order Form or conclusion of a new Order Form without interruption of the Services).

7.3.3 Notwithstanding the foregoing, in the event of expiry or termination, for any reason whatsoever, of the Agreement and/or the relevant Order Form, without renewal or immediate conclusion of a new Order Form ensuring the continuation of the Services, any balance of Compute Credits not used as at the effective date of such expiry or termination shall automatically expire and shall not give rise to any refund or compensation, unless expressly agreed otherwise in writing by DotBlocks.

7.3.4 The consumption of Compute Credits is measured automatically by the Platform on the basis of DotBlocks' internal technical logs. Unless the Client provides evidence to the contrary, the Platform's technical logs shall prevail between the Parties with regard to the number of Compute Credits consumed and their date of consumption, without prejudice to the Client's right to challenge such

consumption under the conditions set out in Article 7.3.6.

7.3.5 Unless otherwise provided in the Platform documentation, the debiting of Compute Credits takes place upon the completion of each simulation or computing process, irrespective of whether the relevant simulation or process is successful or unsuccessful. In the event of a failure resulting from incomplete, erroneous or unsuitable input data provided by the Client or by its Authorised Users, the Compute Credits consumed shall remain definitively due.

7.3.6 In the event of a failure of a simulation or process resulting from a malfunction attributable to DotBlocks, the latter undertakes, subject to a reasoned claim from the Client being submitted within a period of thirty (30) days from the date of the relevant operation, demonstrating that the failure of said simulation or said process is attributable exclusively to DotBlocks, to re-credit the Client's Compute Credits account with the number of Compute Credits unduly consumed. DotBlocks shall assess in good faith the circumstances of the failure, in particular in light of the Platform's technical logs.

7.4 Authorised overdraft of Compute Credits

7.4.1 The Client may, by means of the functionalities of the Platform, choose to authorise a temporary overdraft of its Compute Credits balance, up to an overdraft limit set by DotBlocks (the "**Authorised Overdraft**"). The Client shall remain solely responsible for the decision to activate the Authorised Overdraft and for its use by its Authorised Users.

7.4.2 The negative Compute Credits balance resulting from the Authorised Overdraft shall be regularised at the next billing date, on the basis of the standard unit price of Compute

Credits in force on the date of consumption, unless otherwise provided in the Order Form.

- 7.4.3 Unless expressly provided otherwise, preferential rates applicable to additional Compute Credit packages may not be applied retroactively to an Authorised Overdraft balance that has already been consumed. These preferential rates are reserved for advance purchases of Compute Credits by the Client.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property Rights in pre-existing elements

Each of the Parties retains the exclusive ownership of the Intellectual Property Rights and the ownership of the know-how and methodologies belonging to it prior to their use in connection with the Agreement, as well as of any improvements and additions that it may make thereto during the performance of the Agreement.

8.2 Intellectual Property Rights in the Platform

- 8.2.1 The Client expressly acknowledges that (i) the Intellectual Property Rights held by DotBlocks, and in particular those relating to the Platform, remain the exclusive property of DotBlocks; (ii) no right or title of ownership relating to these Intellectual Property Rights is transferred to the Client under this Agreement; and (iii) any unauthorised use of these Intellectual Property Rights by the Client and/or its Authorised Users may constitute an infringement or any other breach punishable under the applicable regulations.

- 8.2.2 Without prejudice to the foregoing and subject to the ongoing compliance with the obligations set out in the Agreement, DotBlocks grants to the Client and to any Authorised User, for the term of the

Agreement, a non-exclusive, non-transferable, non-sublicensable and revocable licence for the purposes of using the Platform by the Client and/or its Authorised Users solely for the Client's internal needs.

- 8.2.3 The Client undertakes, and shall ensure that each Authorised User undertakes, not to, directly or indirectly, without being expressly authorised under the Agreement or without the prior written consent of DotBlocks, in any manner whatsoever:

- market the Platform and/or the Services; and/or
- copy, modify, communicate, transmit or create any derivative work, use or reproduce all or part of the Platform and/or the Services, as well as the related Intellectual Property Rights of DotBlocks, except for copies made by the Client and/or its Authorised Users for internal use only and within the framework of the Client's professional activity. For the avoidance of doubt, the modification of such copies and/or their use for commercial purposes is subject to the prior specific written authorisation of DotBlocks; and/or
- decompile, disassemble the Platform and/or the Services, carry out reverse engineering or attempt to discover or reconstruct the source code, the ideas underlying DotBlocks' Services, the algorithms, file formats or programming or interoperability interfaces of the Services, in any manner whatsoever; and/or
- collect all or part of the data contained on the Platform and/or in the Services by automated means (without DotBlocks' prior written authorisation) or attempt to access or use the Platform and/or the Services without authorisation (including via

automated processes such as robots); and/or

- alone, or with the assistance of a third-party service provider, correct any potential errors in the Platform and/or the Services in order to make them compliant with the specific purposes of the Client or its Authorised Users, it being specified that DotBlocks alone reserves the exercise of this right in accordance with the exceptions provided for by the legislation in force; and/or
- remove or modify any reference or indication relating to proprietary rights, including the Intellectual Property Rights of DotBlocks or of any third party, appearing on the Platform and/or the Services; and/or
- challenge the ownership, validity or enforceability of DotBlocks' Intellectual Property Rights relating to the Platform and/or the Services, and shall not assist any person in doing so; and/or
- take any action that is incompatible with DotBlocks' Intellectual Property Rights relating to the Platform and/or the Services.

8.3 Rights over data resulting from the Client's use of the Platform

- 8.3.1 The Client remains the sole owner of the input data, output data and results generated in connection with the use of the Platform by the Client and/or its Authorised Users.
- 8.3.2 Without prejudice to the foregoing and in consideration of the Services provided by DotBlocks under the Agreement, the Client hereby grants DotBlocks the right to use the data relating to the use of the Platform by the Client and its Authorised Users (e.g., user feedback, bugs, statistics, etc.), (i) to the exclusion of the input data, output data and generated results; and (ii) solely for the

purposes of improving the services offered by DotBlocks, preparing anonymised client case studies, and/or analysing security vulnerabilities or technical malfunctions relating to the Platform. It is agreed between the Parties that this right of use granted to DotBlocks shall remain in force in the event of expiry or termination of the Agreement, for any reason whatsoever.

8.4 Covenant of quiet enjoyment

8.4.1 Each Party warrants, at its own expense, the other Party against any action or claim brought by third parties for infringement of Intellectual Property Rights held by a third party in relation to the elements supplied to the other Party in connection with the Agreement.

8.4.2 For this purpose, the Party responsible for indemnification shall in particular bear all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the indemnified Party in connection with such action, as well as all amounts awarded to the third party pursuant to an enforceable court decision or to a settlement agreement negotiated amicably by the Party responsible for indemnification, provided that the indemnified Party:

- gives the Party responsible for indemnification written notice without undue delay;
- entrusts the Party responsible for indemnification with the exclusive control of the means of defence (except in the event of criminal proceedings) and of any amicable settlement; and
- cooperates actively with the Party responsible for indemnification throughout the duration of the action, in particular by providing it with the

information and assistance necessary for the defence and settlement of the dispute.

8.4.3 DotBlocks shall assume no liability and shall not indemnify the Client if the conditions set out above are not fulfilled and/or if the infringement results from:

- any modification, adaptation or use of the Services not expressly authorised by DotBlocks or not provided for under the Agreement; and/or
- any failure by the Client and/or its Authorised Users to comply with their obligations under the Agreement or with applicable laws, or to implement the specific instructions relating to the use of the Services and notified by DotBlocks to the Client from time to time during the term of the Agreement (e.g. updates or corrections to the Services, etc.); and/or
- any third-party component or content accessible via the Services.

8.4.4 Subject to Article 8.4.2 and without prejudice to Article 8.4.3, if it is established that DotBlocks is liable for an act of infringement of third-party Intellectual Property Rights in connection with the Services made available to the Client and its Authorised Users, DotBlocks shall use its reasonable endeavours to (i) obtain for the Client and its Authorised Users the right to continue to use the Services on terms equivalent to those set out in the Agreement or (ii) identify an alternative solution with functionalities equivalent to those associated with the Services. Failing any solution that is commercially and/or operationally reasonable for

DotBlocks, DotBlocks shall be entitled to terminate the Agreement and undertakes to reimburse the Client up to the amounts paid by the Client for the enjoyment of the Services concerned for the relevant period.

8.4.5 The exercise by the Client of the rights provided for under this Article (i) constitutes the sole and exclusive remedy of the Client and its Authorised Users in respect of infringement; and (ii) expressly excludes the award of damages that the Client might otherwise claim under the Agreement or applicable laws as compensation for any loss suffered by the Client and its Authorised Users in respect of such infringement attributable to DotBlocks, where applicable.

9 WARRANTY – LIABILITY

9.1 Warranties

Each Party warrants to the other that:

- it is duly incorporated, organised and validly existing under the applicable laws of the country in which it is incorporated;
- it has the right and full authority to sign, exercise its rights and perform its obligations under the Agreement and all documents that are to be signed by it as contemplated in the Agreement;
- nothing contained in the Agreement will, to its knowledge, result in a breach of any agreement, licence or other instrument, or of any order, judgment or decree of any competent authority by which it is bound.

9.2 Liability

9.2.1 Subject to the limitations and exclusions set out in this Article and to the fullest extent permitted under

French law, each Party shall be liable for direct damage arising directly from a breach by the liable Party of its obligations under the Agreement.

- 9.2.2** Each Party is subject to a general obligation of means and is not subject to any obligation of result or to any reinforced obligation of means of any kind under the Agreement. The total aggregate liability of a Party towards the other Party in the event of a breach by the defaulting Party of its obligations under the Agreement having directly and exclusively caused direct damage to the other Party shall not exceed one hundred percent (100%) of the Price of the Services actually received by DotBlocks under the Order Form corresponding to the Services affected by the damaging event.

9.3 Limitations

- 9.3.1** In no event shall the Parties be liable for indirect damage, including but not limited to loss of profit, loss of business, loss of data, loss of customers or clientele, etc.

- 9.3.2** Subject to Article 9.4 and to the extent permitted by applicable law, DotBlocks shall not be liable towards the Client and/or its Authorised Users in the event of direct or indirect damage resulting from:

- any direction and/or decision taken by the Client on the basis of the data and other results generated in connection with the use of the Platform by the Client and its Authorised Users, it being recalled that the Services do not include any advisory or support services for the Client, who remains solely liable for any use it makes of the data and other results generated in connection with the use of the Platform; and/or
- any claim by third parties against the Client; and/or

- any modification or alteration of the Platform made by the Client and/or its Authorised Users in breach of the Agreement; and/or
- the improper use of the Services by the Client and/or its Authorised Users; and/or
- the negligence of the Client and/or its Authorised Users; and/or
- the interruption of the Services during operations to improve, modify and/or maintain the Services by DotBlocks pursuant to Article 5.3.3; and/or
- the suspension by DotBlocks of all or part of the Services pursuant to Article 10; and/or
- all or part of the content of third-party websites and/or applications accessible via hyperlinks provided on the Platform, where applicable; and/or
- the unavailability or malfunction of the Internet network and/or the Client's computer equipment or interferences with third parties.

9.4 Exceptions

The limitations and exclusions of liability set out in this Article shall not apply with respect to the liability of either Party in the event of: (i) wilful misconduct or gross negligence, (ii) damage arising from death or bodily injury caused by the defaulting Party, (iii) fraud or fraudulent misrepresentation; (iv) any other liability which cannot be excluded or limited under French law.

10 SUSPENSION OF SERVICES

- 10.1** Without prejudice to the provisions of Article 11, DotBlocks reserves the right to suspend, on a temporary or permanent basis, access to and use of all or part of the Services by the Client

and/or its Authorised Users, in the event of:

- 10.1.1 a potential or established breach by the Client and/or its Authorised Users of the conditions of use of the Platform as provided for in the Agreement;
 - 10.1.2 a potential or established risk relating to the security, integrity and/or confidentiality of the Platform;
 - 10.1.3 a potential or established risk of damage to the reputation of DotBlocks attributable to the Client and/or its Authorised Users;
 - 10.1.4 claims or complaints from third parties resulting from use of the Platform by the Client and/or its Authorised Users that does not comply with the requirements set out in the Agreement; and/or
 - 10.1.5 the occurrence of a Force Majeure Event as described in Article 16.
- 10.2 DotBlocks may, at its sole discretion, terminate any suspension resulting from a breach by the Client and/or its Authorised Users as from the day following the remedy of said breach by the Client, subject to the Client (i) having complied with the remedy period imposed by DotBlocks depending on the seriousness of the breach; and (ii) having demonstrated the effective remedy of said breach.
- 10.3 In any event, the Client expressly acknowledges and accepts (i) that a suspension of the Services under the conditions of this Article shall not give rise to any damages or compensation whatsoever from DotBlocks, whose liability is expressly excluded in such case; and (ii) that it shall bear, alone, the operational and financial consequences of such suspension.

11 TERMINATION

11.1 Events of termination

11.1.1 Either Party may, during the term of the Agreement, without being limited in its other rights and remedies, terminate the Agreement by written notice addressed to the defaulting Party if (i) the latter is in breach of any of its obligations under the Agreement; and (ii) the defaulting Party has not remedied such breach, to the extent that such breach can be remedied, within thirty (30) days following receipt of written notice from the other Party requiring performance.

11.1.2 Subject to compliance with Article 16, if a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of at least sixty (60) calendar days, the other Party may terminate the Agreement, in whole or in part, by written notice served by registered letter with acknowledgment of receipt.

11.1.3 The Client may terminate the Agreement (i) if it disagrees with the amendments made by DotBlocks pursuant to Article 3.5; and (ii) if it notifies DotBlocks in writing of its intention to terminate the Agreement before the entry into force of the Agreement as so amended.

11.2 Consequences of termination

11.2.1 In the event that the Price of the Services for the contractual year in question has not been paid in full by the Client, the Client shall owe the outstanding amounts to DotBlocks, calculated pursuant to Article 7.1, irrespective of any early termination of the Services by the Client before the term specified for this purpose in the Order Form. In no event shall DotBlocks be required to reimburse any portion of the Price of the Services. These provisions are without prejudice to Article 7.3.3 concerning the fate of unused Compute Credits.

11.2.2 Unless otherwise agreed by the Parties, in the event of termination of the Agreement, for any reason whatsoever, the Client undertakes, and shall ensure that the Authorised Users undertake, to immediately cease all use of the Services, including the Platform, and the associated Intellectual Property Rights.

11.2.3 DotBlocks undertakes, at the Client's option, either to return, in a standard machine-readable format, or to destroy the Client's and the Authorised Users' simulation data, the Client remaining the sole owner of said data in accordance with Article 8.3.1. The Client acknowledges and accepts in this respect that any other assistance requested by the Client for the reversibility of the Services shall entail an additional cost for the Client, which must be accepted by the Client on the basis of a prior quotation issued by DotBlocks. Unless the Client expressly requests otherwise, DotBlocks may retain a copy of the Client's simulation data for a maximum period of six (6) months from the date of expiry or termination of the Agreement, solely for the purpose of facilitating any potential subsequent resumption of the Services by the Client. Upon expiry of this period, said data shall be deleted or anonymised by DotBlocks, save where otherwise required by a legal or regulatory obligation. The Client acknowledges and accepts that the provisions of this Article are without prejudice to the continued effect, upon expiry or termination of the Agreement for any reason whatsoever, of the right of use granted by the Client to DotBlocks under the terms of Article 8.3.2.

11.2.4 The expiry or termination of the Agreement does not affect the rights or obligations accrued by either Party, nor the entry into force or

continued effect of any provision of the Agreement that is expressly or impliedly intended to enter into force or to remain in force at the time of such termination.

12 NON-COMPETITION

Throughout the entire term of the Agreement, and for a period of two (2) years from the date of termination of the Agreement, for any reason whatsoever, the Client undertakes not to develop or carry on, directly or indirectly, for its own account or for the account of any third party, by using the resources, Confidential Information and Intellectual Property Rights disclosed or made available by DotBlocks in connection with the Agreement, activities equivalent to the business or any activity likely to compete with the business of DotBlocks, in whatever capacity, including in particular as a corporate officer, employee, agent, consultant or service provider.

13 NON-SOLICITATION

13.1 Until the end of the Agreement, for any reason whatsoever, and for a period of one (1) year from the date of termination of the Agreement for any reason whatsoever, the Client undertakes not to solicit and not to employ or engage, directly or indirectly, and undertakes to ensure that none of its Affiliates solicits or employs or engages, directly or indirectly, without the prior written consent of DotBlocks, any member of DotBlocks' personnel who has been in contact with the Client or an Affiliate in connection with the Agreement, even where the initial approach was made by a member of DotBlocks' personnel.

13.2 However, this Article 13 does not prohibit the Client from publishing general employment offers or solicitations that are not specifically targeted at employees, agents or individual service providers of

DotBlocks, nor from hiring any of DotBlocks' employees, agents or service providers in response to such an offer.

14 CONFIDENTIALITY

14.1 Each Party undertakes to use the Confidential Information, directly or indirectly, in whole or in part, solely for the strict performance of the Agreement. Any disclosure may give rise to the liability of the person responsible, irrespective of the cause of such disclosure.

14.2 The confidentiality obligations set out in this Article 14 do not apply to all or any part of the Confidential Information to the extent that (a) it was lawfully held by the receiving party prior to its disclosure, (b) it has been lawfully disclosed to the receiving party by a third party without any restriction on disclosure or (c) it is subject to a statutory or regulatory obligation of disclosure by any competent court, authority or administration.

14.3 The provisions of this Article shall remain in force after the expiry or termination of the Agreement, for any reason whatsoever, until such time as the Confidential Information enters the public domain other than as a result of a breach by the receiving party.

15 PROTECTION OF PERSONAL DATA

For the purposes of performance of the Agreement, the Parties are required to carry out the processing of personal data. In the context of their contractual relations, the Parties acknowledge that they act as independent data controllers and undertake to comply with their respective obligations set out under the applicable regulations

governing the protection of personal data.

16 FORCE MAJEURE

16.1 The Parties shall not be liable for any delay or non-performance resulting from an Event of Force Majeure.

16.2 The Party intending to invoke an Event of Force Majeure shall, without undue delay, inform the other Party thereof in writing, as soon as reasonably practicable after becoming aware of it.

16.3 In any event, the Party affected by the Event of Force Majeure undertakes to:

16.3.1 continue to take the measures necessary to resume, as soon as possible, the full performance of its obligations under the Agreement;

16.3.2 provide, at reasonable intervals, updated information to the other Party on the status of the Event of Force Majeure and the measures taken to resume the full performance of its obligations;

16.3.3 use all commercially reasonable efforts to mitigate the adverse consequences of the Event of Force Majeure.

16.4 If the Event of Force Majeure continues beyond the period provided for in Article 11.1.2, the Agreement may be terminated under the conditions set out in those Articles.

17 MISCELLANEOUS

17.1 Cooperation

The Parties undertake (i) to collaborate and cooperate actively and on a regular basis and to act in good faith, (ii) to make available their necessary technical and material resources for the proper performance of the Agreement, and (iii) to warn the other Party of any difficulty of which they become aware that is likely to adversely affect the proper performance of the Agreement. Where applicable, the Parties shall, by mutual

agreement, determine any decisions and/or actions to be taken and implemented in order to overcome the identified obstacles and/or difficulties.

17.2 Independence and relationship between the Parties

The Parties acknowledge and agree that each of them is an independent company, and that neither is the agent, representative, employer or employee of the other Party for any purpose whatsoever, nor has the authority to bind the other Party or to make any representations or warranties on behalf of the other Party. No provision of the Agreement shall be deemed to create between the Parties a relationship of partners, joint venturers, fiduciaries, agents or any other similar relationship.

17.3 Advertising

Each of the Parties authorises the other Party to use the other Party's logo and name in the context of business presentations and/or as a commercial reference on any type of commercial medium.

17.4 Costs

The Parties shall each bear exclusively their own costs and expenses incurred in connection with the transactions contemplated for the purposes of the Agreement.

17.5 Severability

The invalidity or unenforceability of any one of the Articles of the Agreement by virtue of any statute, regulation, or as a result of a final decision may not be construed as, entail, or give rise to the invalidity of the other Articles, which shall retain their full force and effect. However, the Parties may agree, by mutual consent, to replace the invalid Article(s).

17.6 No waiver

The fact that either Party does not require the performance of any provision of the Agreement may not be

construed as a waiver by such Party of its rights under the Agreement. Neither the performance in whole or in part, nor any delay in the exercise of a right arising under the Agreement shall constitute or be construed as a waiver of the exercise of such right.

17.7 Assignment

The Agreement is entered into *intuitu personae* (i.e., in consideration of the Parties' identity) and may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

17.8 Change of control

Any change of control (as defined in Article L233-3 of the French Commercial Code) of a Party shall be notified in advance to the other Party, in writing and within a reasonable period of time.

17.9 Notice

Unless otherwise provided, any notice required under the Agreement shall be given in writing by registered letter with acknowledgement of receipt sent to the postal address of the receiving Party and/or by email to the contact person designated for this purpose by the receiving Party. Any notice shall be deemed to have been given when it is actually received or at the time of sending if it is sent by email, it being specified that receipt shall be deemed not to have occurred if the sender receives an automated message stating that the email has not been delivered to the recipient. Each of the Parties shall inform the other, in writing, in the event of any change of postal address and/or email address for the receipt of notices under the Agreement.

17.10 Acceptance of the GTCs and signing of the Order Form(s)

17.10.1 The Client acknowledges and agrees that the Client's signing of any Order

Form, by any means whatsoever (including, without limitation, through an electronic signature device), constitutes the Client's unequivocal consent to the provisions, obligations, information, and all elements contained in the Agreement, including the provisions of the GTCs that will have been communicated to the Client prior to the signing of any Order Form.

- 17.10.2** The Client acknowledges and agrees that, in the event of any dispute and/or disagreement arising between the Parties, the signing of any corresponding Order Form under the conditions set forth in Article 17.10.1 shall be deemed to constitute valid and admissible evidence, not only between the Parties, but also before any competent court and authority, and with respect to any third party.

18 APPLICABLE LAW AND JURISDICTION

- 18.1** The Agreement is governed exclusively by, and shall be construed in accordance with, French law.
- 18.2** The Parties shall use reasonable endeavours to resolve amicably the Agreement any dispute relating to the validity, interpretation, or performance of the Agreement.
- 18.3** Any dispute relating to the formation, performance, interpretation, or termination of the Agreement not resolved pursuant to Article 18.2 shall be submitted to the exclusive jurisdiction of the courts of Paris.