

Preamble

The present General Terms and Conditions of Sale (GTC) apply to all orders placed with Keonys, whether it concerns selling goods or Third Party Software (hereinafter also referred to as "**Products**" and/or the provision of services (hereinafter referred to as "**Services**").

Keonys has made available to the Customer a commercial offer and / or documentation presenting the Products and / or Services which the Customer acknowledges having read. It is the Customer's responsibility, in particular on the basis of this information, to ensure that the Products and Services are suitable for their own needs.

Article 1. DEFINITIONS

Keonys: KEONYS SAS, whose registered office is located at 24, Quai Gallieni, Bâtiment A - 2nd Floor in Suresnes (92150), registered in the Nanterre Trade and Companies Register under number 504 725 730, and all the companies over which Keonys has control within the meaning of articles L.233-1, L.233-2 and L.233-3 of the French Commercial Code.

Customer: the entity signing this Contract or for whom the Services and/or Products are performed /delivered.

Contract: includes the following contractual documents, presented in descending order of value:

- The Commercial Offer and its appendices,
- Depending on the Product ordered, any transaction document referring to the terms of use of Third Party Software,
- The present General Terms and Conditions of Sale.

In case of contradiction between the provisions of the different documents, those contained in the higher ranking document shall prevail.

In case of contradiction between documents of the same rank, the most recent one shall prevail.

The Customer expressly waives the application of its own general terms

and conditions of purchase or licence, including those which may appear on the Customer's purchase order or any other commercial documentation of the Customer, over which the GTC shall prevail;

Third Party Software: software whose author is a third party publisher and that Keonys is authorised to distribute as a reseller, according to the limits and conditions of use of the publishers that have been made known to the Customer.

DS (Dassault Systèmes) software: all software authored by a Dassault Systèmes Group company and distributed by Keonys.

Other Software:

Any software distributed by Keonys, other than DS Software.

Commercial Offer:

Keonys document describing the Services, the Products, and the prices offered to the Customer and the provisional schedule.

Services: means all the following services:

- **Consulting:** service decision support in the form of technology consulting.
- **Specific developments:** service of providing a development of Third Party Software customised according to the specifications validated by the Parties.
- **Integration / implementation:** deployment of Third Party Software at the Customer.
- **Technical support:** support for the Customer in the form of on-site or remote assistance.
- **Training:** training provided by Keonys on the Products or Services.

Article 2. ORDERS

Orders shall be deemed to have been placed on signature by the Customer of the Commercial Offer or on receipt of an order form from the Customer referring to the Commercial Offer.

For DS Software only, an End User Order Form will need to be signed in

addition to the Customer's Commercial Offer or order form.

Orders for Products or Services will be independent of each other.

Article 3. PRICE

The Services and Products are provided at the price in force on the day the order is placed. They are mentioned in the Commercial Offer.

These prices are firm, expressed in Euros and are net and exclusive of tax. Consequently, they will be increased by the VAT rate and any transport costs applicable to the order.

For recurring Services, and unless otherwise agreed, Keonys will upwardly revise the prices referred to in the Commercial Offer, on the anniversary date of the Contract, in accordance with the following indexation formula:

$$P = P^* (S/S^*)$$

- P = the new price after revision
- P * = the Price before revision
- S = the latest published Syntec index at the revision date
- S* = the latest published Syntec index on the day of the previous revision (for the first revision, S* = the latest published index during the month of signature of the Contract)

Travel costs are not included in the amount of the Commercial Offer, unless the Commercial Offer states otherwise.

If they are not included, they will be invoiced separately to the Customer.

The travel time (door-to-door), carried out by the consultant, during working hours, will be billed to the Customer as time worked. The Service Provider may also, after notifying the Customer, invoice for significant travel time outside working hours.

Article 4. PAYMENT CONDITIONS

4.1 Settlement period

Payment must be made, in accordance with the terms of the invoice, within 45 days of the invoice date.

The Customer's undertaking to pay the sums due under the Contract is firm and irrevocable. The Customer must notify Keonys and justify any dispute of an invoice in writing before the due date of the invoice and, in derogation

of Article 1223 of the Civil Code, can in no way decide alone a reduction of any of the amounts contained therein.

4.2 Payment methods

Keonys favours the following payment methods:

- Bank transfer
- Direct debit

4.3 Late payment penalties

In the event of late payment, late payment penalties will apply, calculated on the basis of 10 times the legal interest rate, and will be automatically applied, as of right, without any formality, or prior notice; any delay in payment will result in all sums due to Keonys by the Customer becoming immediately payable, without prejudice to any other action that Keonys may be entitled to bring, for this reason, against the Customer.

4.4 Flat-rate compensation for collection costs

The Customer in a situation of late payment will be required to pay Keonys a flat-rate compensation for collection costs, of forty (40) euros in addition to the late payment penalties mentioned in Article 4.3., which may be replaced by an additional compensation if these costs are higher, on proof (collection agency, bailiff, etc.).

4.5 No offsetting

Unless Keonys has given its express, prior and written agreement, and provided that the reciprocal claims and debts are certain, liquid and due, no offsetting can be validly made by the Customer between possible penalties for delay.

In the event of non-compliance with the payment conditions listed above, Keonys also reserves the right to suspend the supply of Products and/or Services until full payment of outstanding invoices, without this measure being considered a breach by Keonys of its obligations that could lead to the termination of the Contract, and without prejudice to the damages to which Keonys may be entitled.

Article 5. DELIVERY

5.1 Provision of Services

The performance of the services is deemed to be on an "as and when required" basis, subject to special

terms and conditions relating to flat-rate invoicing, the details of which are set out in the Commercial Offer.

5.2 Delivery of Products

5.2.1 Delivery of DS Software

DS Software Delivery Date means the later of the following dates: (i) the date on which the Software is shipped or made available to the Customer electronically or, if applicable, (ii) the date on which the Customer is informed by Dassault Systèmes that the relevant license key can be requested or is available, or (iii) for online Software, the date on which DS provides the Customer with the necessary information to access the online services, in the case of online Software, or to download the Software.

5.2.2 Delivery of Other Software

Keonys sends by email to the email address indicated by the Customer, the license number(s) and the activation key necessary for the installation and the use of the Software and its documentation.

5.3 Third Party Software is deemed to be delivered to the Customer on the date of delivery as mentioned in articles 5.2.1 and 5.2.2. Unless otherwise stipulated in writing, the download and installation of the Third Party Software are carried out under the sole responsibility of the Customer, and Keonys cannot be held responsible for this.

The risk of loss or deterioration of the Software shall be borne by the Customer from the time the Software is made available to the Customer under the aforementioned conditions.

Article 6. GUARANTEES

The Customer acknowledges that Keonys is not the publisher of Third Party Software and that it will benefit directly from the terms and conditions and guarantees of Third Party Software publishers, which the Customer recognises were communicated to it.

6.1 Indemnification clause

Keonys holds the Customer harmless against any violation in France of third party rights concerning the infringement of an intellectual

property right pursuant to the Specific Developments. In this regard, Keonys will ensure, at its expense, the defence of the Customer and will take responsibility for all damages that could be ordered by a court decision that has become final and based exclusively on the demonstration of an infringement committed in France by Keonys pursuant to the Specific Developments.

This is subject to the following conditions:

- That the Customer has promptly notified in writing the infringement action or the declaration preceding such action, and;
- That Keonys has been able to ensure the defence of its own interests and those of the Customer, and, to do so, that the Customer has honestly collaborated in the said defence by providing all the elements, information and assistance, necessary to carry out such a defence.

In the case where prohibition of use is pronounced as a consequence of an infringement action, or would result from a settlement signed with the plaintiff to the infringement action, Keonys will have to, at its choice and at its expense, do one of the following:

- Obtain for the Customer the right to continue using the Specific Developments of Keonys subject of the action in question;
- Replace it with an equivalent item that is not subject to an infringement action;
- Modify it so as to avoid the said infringement;
- Or, if Keonys could not achieve the three previous solutions, the Customer will be reimbursed only the sums paid for the annual use of Keonys Specific Developments that are the subject of infringement, deducting an amount of 20% per year of use.

The present article states the entire responsibility of Keonys and the exclusive compensation of the Customer with regard to infringement pursuant to the Specific Developments, which the Customer acknowledges and expressly accepts.

6.2 Exclusion of other guarantees

Except as otherwise provided in the Contract, the Services and any Products provided by Keonys or used in connection with the Services, are

provided by Keonys "as is". Keonys expressly disclaims all other warranties, express or implied, of any kind.

Article 7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Keonys will not be held liable in case of non-conforming use of the Products by the Customer, especially in the case of an intervention by the Customer itself or by the intervention of a third party on the Products; also in case of transmission of erroneous information or lack of information transmitted by the Customer necessary for the execution of the sale or service, and more generally, in all cases of exclusion of responsibility referred to the conditions of licenses of Third Party Software.

Keonys can only be held liable for direct and foreseeable damage caused by improper execution of the Contract by Keonys proven by the Customer. In the event that the liability of Keonys is implicated, the total amount of compensation that may be charged to Keonys is expressly limited to the amount received by Keonys pursuant to an order for Products or Services that caused the damage.

Keonys cannot be held responsible in case of indirect damage such as operating loss, commercial loss, financial loss, loss of cash, loss of customers, any commercial disorder, loss of orders, loss of profit, loss of opportunity, loss of brand image, or loss or damage to data.

Any legal action against Keonys will have to be initiated within one year after the occurrence of its operative event.

Article 8. INTELLECTUAL PROPERTY

Keonys retains exclusive ownership of all inventions, discoveries, innovations, improvements, techniques or know-how developed by it. This ownership includes the right to obtain, and hold in its name, patents, and other intellectual property rights that may be granted.

If Specific Developments are carried out or in the event of parameterisations or configurations on Third Party Software, the Customer

shall be granted a non-exclusive right of use on this work, unless otherwise agreed in writing.

These GTC do not confer any rights on the Customer other than those expressly granted in the Contract. The use of Third Party Software is exclusively subject to the license conditions of the publisher of the Third Party Software.

Article 9. NON-DISCLOSURE

The parties shall refrain from communicating to anyone outside the service, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial, nominative, etc., which will have been communicated to them by one of them, or of which they may have become aware during the performance of the present contract, and shall take all possible measures to prevent its disclosure. The parties undertake to inform their employees, agents or duly authorised data processors of the confidentiality undertaking set out above. The Customer undertakes not to disclose any information related to Keonys know-how.

This mutual commitment will continue until the end of the service and for a period of three (3) years following the termination of the Contract. It is expressly agreed that this clause is set aside in favour of any previous non-disclosure agreement between the Parties relating to the same subject matter.

Article 10. FORCE MAJEURE - HEALTH CRISIS

Keonys cannot be held liable if the non-execution or the delay in the execution of one of its obligations described in the present General Terms and Conditions of Sale results from a case of force majeure. In this respect, force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

In the event that a health crisis of the pandemic type or its effects make it impossible for one of the Parties to fulfil its commitments, the Parties shall consult with a view to seeking a solution.

Article 11. REFERENCE

GTC Keonys France 2022

KEONYS may mention the name, logo and website address of the Customer on a list of references for both internal and external communication purposes.

Article 12. NON-SOLICITATION

The Parties undertake not to solicit, without the prior written consent of the other party, any of the employees involved in the performance of the Services. This non-solicitation commitment is valid for the duration of the project, plus six months after the end of the project. In the event of non-compliance by one of the Parties with the non-solicitation obligation of the personnel referred to in this article, the defaulting Party shall pay to the other Party, by way of penalty clause, an indemnity of an amount corresponding to twelve (12) times the last gross monthly remuneration of the staff member concerned.

Article 13. SUBCONTRACTING

Keonys is authorised to subcontract all or part of the Services, unless the Customer expressly refuses.

Article 14. EVOLUTION OF SERVICES

Any new request from the Customer and/or, in general, any modification and/or development of the Services made necessary during the performance of the Contract shall be subject to additional orders and additional remuneration; likewise, any consumption of Products and/or Services not expressly referred to in the Contract shall be subject to additional invoicing.

Article 15. PERSONAL DATA

Keonys, acting as data controller, implements personal data processing in the context of the marketing of Products.

The data requested from the Customer is necessary for this marketing.

Each Party undertakes to use the personal data communicated in accordance with the European regulations in force, in particular the principles laid down in Article 6.1 b) of Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the

processing of personal data and on the free movement of such data ("GDPR").

The data collected may also be transmitted to any judicial or administrative authority for the settlement of disputes between Keonys and one of its customers.

The data collected is kept for the time necessary for the marketing of the Products, the execution of the contract and for the applicable statute of limitations.

In accordance with the French Data Protection Act of 6 January 1978 as amended, the Customer's staff and agents have the right to access, modify, rectify, object to, limit, port and delete all their personal data at any time, which can be exercised by e-mail to: dataprotection@keonys.com they may also, in accordance with their rights, lodge a complaint with the CNIL.

When Keonys acts as a personal data processor, the Parties undertake to comply with the provisions of Appendix 1 below.

Article 16. INSURANCE - SOCIAL REGULATIONS

16.1 The Parties must be insured with a solvent insurance company established in France, for all the harmful consequences of the acts for which they could be held liable under the terms of the Contract; and undertake to keep the corresponding premiums up to date. In addition, each Party undertakes to provide, at the first request of the other Party, a certificate from its insurance company specifying the risks covered and the payment of the corresponding premiums.

16.2 Keonys agrees to comply with the social and tax provisions and the provisions of the Labour Code, including the rules applicable in the fight against undeclared work, and to transmit to the Customer, at the date of signing the Contract and every six (6) months, at the request of the Customer only, until the end of the Contract, all necessary certificates, such as the certificate of vigilance issued by the URSSAF.

16.3 Keonys commits itself to respect the code of conduct set out in Appendix 2 below.

Article 17. TERMINATION

In the event of a breach by one of the Parties of these contractual obligations, which is not remedied within thirty (30) days of receipt of the registered letter with acknowledgement of receipt notifying the breach in question, the other Party may terminate the Contract with immediate effect and by operation of law, by registered letter with acknowledgement of receipt, without prejudice to any other rights it may have under the Contract.

Notwithstanding Article 1222 of the Civil Code, in the event that one of the Parties (the "defaulting Party") fails to fulfil its contractual obligations for any reason whatsoever (including in the event of force majeure), the other Party shall refrain from having the said obligations performed by a third party without the prior and express agreement of the defaulting Party. No reimbursement of costs, nor any advance payment, may be requested from the defaulting Party in this respect without its prior and express agreement.

Article 18. GENERAL PROVISIONS

The Parties declare that they are aware of and accept the risks inherent in the performance of the Contract. By express agreement, the Parties waive the application of Article 1195 of the Civil Code.

ARTICLE 19. JURISDICTION - APPLICABLE LAW

19.1 Applicable law
THE LAW APPLICABLE TO THE PRESENT CONTRACT IS THE LAW OF FRANCE.

19.2 Jurisdiction
IN THE EVENT OF A DISPUTE OR DIFFICULTY ARISING BETWEEN THE PARTIES RELATING TO THE VALIDITY, FORMATION, INTERPRETATION, PERFORMANCE OR TERMINATION OF THE CONTRACT, THE PARTIES UNDERTAKE TO COOPERATE WITH DILIGENCE AND GOOD FAITH WITH A VIEW TO FINDING AN AMICABLE SOLUTION BEFORE ANY LEGAL PROCEEDINGS ARE TAKEN, WITH THE EXCEPTION OF CASES OF URGENCY JUSTIFYING RECOURSE TO THE JUDGE HEARING APPLICATIONS FOR INTERIM MEASURES. IN THE ABSENCE OF AN

AMICABLE SOLUTION OBTAINED DURING DISCUSSIONS AND AT THE END OF A MEDIATION PROCEDURE WHICH MUST BE ATTEMPTED ON PAIN OF INADMISSIBILITY OF ANY ACTION ON THE MERITS IN COURT FOR ANY DISPUTE EXCEEDING €30,000, ANY DISPUTE LIKELY TO ARISE BETWEEN THE PARTIES CONCERNING THE VALIDITY, FORMATION, EXECUTION, INTERPRETATION OR TERMINATION OF THE CONTRACT, WILL BE THE EXCLUSIVE COMPETENCE OF THE COMMERCIAL COURT OF NANTERRE, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR ACTIVATION OF GUARANTEES.

[Link to the agreement on the processing of personal data](#)

[Link to CSR code of conduct](#)