

ARTICLE 1 : PURPOSE

KUZ ZLE provides professionals with a service platform accessible via the Internet. KUZ ZLE's offer is reserved for professionals acting in the framework of their professional activities.

The purpose of the Contract is to define the conditions under which KUZ ZLE: grants the Client a personal, non-transferable and non-exclusive right to access and use the Platform; provides maintenance services for the Platform. The Platform includes the right to use the Kuzzle IoT Software made available by KUZ ZLE under open-source license in order to allow the Client to develop specific software elements which will be hosted on the Platform. After the Customer has taken knowledge of the potentialities, the purpose, the functionalities, the operating mode of the service and has appreciated the opportunity to request from KUZ ZLE a detailed presentation of the Platform, the Parties have decided to conclude the present Agreement. The Client acknowledges that it has received all the information and advice allowing it to assess KUZ ZLE's proposal and has ensured that the PaaS mode meets its needs.

ARTICLE 2 : DEFINITIONS

In the Agreement, the terms and expressions identified by a capital letter have the meaning indicated below, whether they are used in the singular or plural. "Anomaly" means a reproducible malfunction of the Platform that prevents it from being used in accordance with the Documentation. "Sensors" means the sensors used by the Customer in connection with the Platform. "Content": means data, information, content, computer code and software uploaded to the Platform by the Customer. "Client": means the professional (legal entity) who contracts with KUZ ZLE. "Contract": refers to the contractual whole formed by the present General Terms and Conditions, the order form as well as their possible annexes. "Documentation": refers to the description of the functionalities of the Platform. It is provided in electronic form in French and/or in English. "Kuzzle software": means the Kuzzle IoT software edited by KUZ ZLE in the latest version made available by Kuzzle under open-source license. KUZ ZLE will make available on the Platform new updates and new versions of the Kuzzle Software as they are released. The Kuzzle Software does not include proprietary versions of software edited by KUZ ZLE in closed code. The licence of this type of software will suppose the signature of a new contract between the Customer and KUZ ZLE and will give place to a specific invoicing. "Platform": means the Kuzzle IoT digital platform accessible in PaaS mode via the Internet network. The Platform includes the right to use the Software, in the latest version made available by KUZ ZLE under open-source license. "Users": means the staff members of the Customer for whom the Customer has requested an access to the Platform to KUZ ZLE.

ARTICLE 3 : CONTRACT SUBSCRIPTION AND ACCESS TO THE PLATFORM

The Contract is concluded as from the date of its signature for the duration mentioned in the order form. At the end of this initial period, the Contract shall be automatically renewed by tacit agreement for successive periods equal to that mentioned in the purchase order, unless terminated by one of the Parties by registered letter with acknowledgement of receipt to the other Party at least fifteen (15) days before the expiry of the current contractual period. The present General Conditions are attached to the order form. KUZ ZLE may modify the present General Conditions, it being agreed that the version applicable to the Client will be those in force on the day of the order. For the duration of the Contract, KUZ ZLE undertakes to give the Client access to the Platform and to make it accessible remotely via the Internet by the Users, using their individual identifiers. The access of each User is conditioned by the use of his ID and password. The identifiers and passwords are intended to restrict the use of the Platform to persons authorised by the Customer and to protect the data of the persons concerned. The identifiers and passwords are personal and confidential. They are the sole responsibility of the Client, who must ensure that Users are aware of and respect the rules of the art for preserving the confidentiality of their means of authentication. Any connection/operation carried out via the identifiers of each User is deemed to be carried out by him. KUZ ZLE will in no way be responsible for the consequences that may result from the loss, disclosure, or fraudulent use of Users' means of authentication. In case of loss or theft of a password, the User must contact KUZ ZLE without delay to ask for the reset of his password.

ARTICLE 4 : SERVICES

The access and the right of use of the Platform include the right to use the Kuzzle Software, and its updates. New functionalities of the Software can be proposed by KUZ ZLE in additional modules for which a new order can be necessary. The Platform is intended to be used by the Customer in connection with Sensors which are the sole responsibility of the Customer. KUZ ZLE does not intervene at any time in the choice, the supply or the

the use of the Sensors which are left to the sole discretion of the Customer, which the latter acknowledges. In any event, it is the Customer's responsibility to ensure: that the PaaS mode is suitable for its own needs, in particular on the basis of the indications provided in the Documentation; that it has sufficient bandwidth and network access to access the Platform; that the connectivity between the Sensors and the Platform will be sufficiently sized. The Client is informed that the Internet network presents technical hazards and security risks outside the technical means implemented by KUZ ZLE in the framework of the Contract. KUZ ZLE shall not be liable to the Client and Users for the failures of Internet service providers or other third party data transport network operators (in particular unreliable connection lines, fluctuating bandwidth, interruptions, etc.), including the consequences of such failures, in particular when they lead to the unavailability and/or discontinuity of the availability of the Platform. As the Platform is made available in PaaS mode, the Client acknowledges that KUZ ZLE may proceed to updates and evolutions, at any time, in particular to integrate legal and technological evolutions. These updates and evolutions may for example include (without this list being exhaustive): the correction of Anomalies, the modifications made necessary by the evolution of the legislative or regulatory texts applicable to the functions processed by the Platform, the improvement of existing functionalities, the addition of new functionalities. KUZ ZLE undertakes to make its best efforts to ensure that the Platform is available, it being specified that KUZ ZLE may, if necessary, interrupt its services during the maintenance period, in particular to carry out any maintenance operations on its own hardware and software used to provide hosting services. In the same way, KUZ ZLE cannot ensure the availability of the Platform in case of: (i) misuse of the Platform by the Client and/or Users and/or (ii) non-performance, failure, malfunction resulting from the fact or negligence of the Client and/or Users or of a third party (excluding KUZ ZLE's subcontractors).

ARTICLE 5 : OBLIGATIONS OF THE CUSTOMER

The Client will ensure that all resources, software, Sensors, networks or hardware brought to connect to or use the Platform are stable and are not likely to disrupt the operation of all or part of the Platform or KUZ ZLE's infrastructure. The Client is also responsible for the security of its infrastructure, its applications and the Sensors. The Client shall ensure that the elements related to the Platform are free of known viruses or malware. The Customer is responsible for the use of the Platform and the Sensors, which must comply with the regulations in force. This use must not infringe upon public order or the rights of third parties. KUZ ZLE does not intervene in the creation and/or publication of the Content and refrains from accessing this Content for purposes other than the execution of the Contract. The Content must be lawful and used in accordance with the laws and regulations in force. Any use of illicit Content or illicit or abusive use of Content (e.g. fraudulent use of Content or use of Content in violation of rights belonging to third parties such as personality rights, copyrights, patents or trademarks or other intellectual property rights) via the Platform is prohibited and may give rise to at KUZ ZLE's discretion, to the immediate suspension of all or part of the accesses to the Platform and/or to the termination of the present Contract to the detriment of the Client, without prejudice to the proceedings and claims for compensation that KUZ ZLE reserves the right to carry out. In case of illicit Content, KUZ ZLE may take any useful measure in order to remove access to the contentious Content and will inform the Client. The interruption of access to the Content will not entitle KUZ ZLE to any compensation from the Client. The Client will remain liable to KUZ ZLE for the full amount of the agreed price during the whole period of suspension or interruption. The Client guarantees that he has all the authorizations to use and/or broadcast the Contents. The Client guarantees KUZ ZLE against the damaging consequences of all claims affecting KUZ ZLE following a breach of the obligations provided for in this article, or deriving from Content on the Platform. All Client Content processed on the Platform is stored on one or more servers located on a secure site. KUZ ZLE puts in place the means described in the Documentation in order to administer the backups of the Contents, which does not exempt the Users from having to make complete and regular backups of the Contents. Consequently, it is the Client's responsibility to take all necessary measures to back up the Content processed via the Platform in order to protect itself against the risks of loss or deterioration, whatever the cause. The Client and KUZ ZLE may agree on data/Content recovery services and/or assistance to the backup of the Contents in a separate contract giving rise to additional remuneration.

ARTICLE 6 : OBLIGATIONS OF KUZ ZLE

KUZ ZLE commits to host the Customer's data in the European Union and to respect the confidentiality of the Contents which would be hosted there. KUZ ZLE will ensure the support of the Platform in case of Anomaly according to the conditions mentioned in the offer subscribed by the Client. In case of a Platform Anomaly, the Client may contact KUZ ZLE by phone (from Monday to Friday from 9am to 6pm, except public holidays in France) or by email. Only authorized persons within the Client may contact the KUZ ZLE support service. KUZ ZLE's service levels will be defined in a separate support offer to be subscribed by the Client. In the event of an Anomaly, a ticket number will be assigned to the maintenance request. Each Party will cooperate in a loyal and honest way with the other Party to allow the analysis and the correction of the Anomalies in the best conditions. The Client will perform all procedures and tests according to KUZ ZLE's guidelines. KUZ ZLE will not be bound by the commitments subscribed to in the framework of the separate support offer in the following cases

refusal by the Client and/or Users to collaborate in the resolution of the Anomaly and in particular to answer questions and requests for information; use of the Platform in a manner that does not comply with the Documentation; failure by the Client to fulfil its contractual obligations; failure of the electronic and electrical communication networks external to the Platform; failure of one of the elements constituting the Client's information system (Sensors, software, network systems, etc.).

ARTICLE 7 : PRICES

Prices are quoted in euros and exclusive of tax. The applicable rates are those in force on the day the order is validated by the Customer. The fee is payable monthly, in arrears, by direct debit. Any commercial discounts granted at the time of subscription are only valid for the period concerned and cannot be tacitly renewed at the time of renewal without the written agreement of KUZ ZLE. Unless otherwise stated, no discount will be granted for early payment. KUZ ZLE reserves the right to revise at each anniversary date of the Contract, the amount of the fee according to the evolution of the Syntec index, it being understood that the variation of the Syntec index will be the one observed over the whole period since the last price revision applied by KUZ ZLE.

ARTICLE 8 : LATE PAYMENT

Any delay in payment shall give rise, without prior notice, to the application of late payment penalties at the rate of three times the legal interest rate, calculated per day of delay. In addition to the late payment penalties, any sum not paid on the due date shall automatically give rise to the payment of a minimum penalty of 40 euros due for collection costs. (Articles 441-6, I paragraph 12 and D. 441-5 of the Commercial Code).

ARTICLE 9 : INTELLECTUAL PROPERTY

The Parties acknowledge that the Contents remain the exclusive property of the Client, the Contract not being interpreted as a transfer of ownership to KUZ ZLE. If necessary, the Client grants a right of use, reproduction and representation of the Contents for the sole purpose of executing the Contract. The Platform and its Documentation remain the exclusive property of KUZ ZLE, the Contract not being interpreted as a transfer of ownership to the Client. KUZ ZLE grants the Client a non-exclusive right to access and use the Platform. This right is personal and not transferable to a third party. This right is granted for France, for the duration of the Contract, for the sole purpose of executing the Contract. The Customer undertakes to use the Platform in accordance with the provisions of this Agreement, as well as the instructions and guidelines for use, safety and proper operation contained in the Documentation provided to the Customer. The Client shall refrain from any act that could infringe KUZ ZLE's rights, in particular: The Client may not correct the Anomalies affecting the Platform, KUZ ZLE reserving this right, The Client undertakes to inform KUZ ZLE of any imitation, possible usurpation of trademarks belonging to KUZ ZLE, counterfeiting, unfair competition and more generally of any act likely to infringe KUZ ZLE's intellectual property rights, and to provide any necessary help and assistance. KUZ ZLE guarantees the Client against any action or claim from a third party who would claim that the Platform infringes its property rights. KUZ ZLE will thus take responsibility for any damages that the Client may be condemned to pay as a result of the use of the Platform by a court decision that has become final and that is based on an infringement of the rights of a third party. However, this guarantee will only be applicable insofar as: the Client has notified KUZ ZLE, as soon as possible, in writing, of the action or declaration having preceded this action, KUZ ZLE retains the direction of the action (including in case of negotiation, appeal or settlement) the defence of its interests and those of

the Client, after consultation with the latter. The Client will be solely responsible for the consequences of any settlement or transactional agreement concluded without the prior agreement of KUZ ZLE. The Client shall loyally cooperate with KUZ ZLE by providing all elements, information and assistance necessary to carry out such defense. KUZ ZLE may, at its option and at its own expense, either replace or modify the Platform or any part of it, or obtain a license for the Client to use the Platform. In the event that neither of these measures is reasonably practicable, the Client may unilaterally decide to terminate the Agreement.

ARTICLE 10 : ADDITIONAL SERVICES

The Contract does not cover additional services recommended by KUZ ZLE or requested by the Client to meet its specific needs. Thus, for example, the services of maintenance in operational conditions of the Software Content may give rise to a separate contract upon agreement of both Parties.

ARTICLE 11 : RESPONSIBILITY

KUZ ZLE performs its contractual obligations with all possible care as is customary in its profession. In the event that one of the Parties is held liable by the other Party, the compensation that may be claimed will be limited to the sums received by KUZ ZLE under the Contract, for the twelve (12) months preceding the incident that gave rise to the claim of the Party concerned. The present provisions establish a distribution of risks between KUZ ZLE and the Client. The price reflects this allocation and the limitation of liability described.

ARTICLE 12 : MAJOR FORCE

Each of the Parties shall not be held liable and the Contract shall be suspended if its performance or the performance of any obligation incumbent on the Parties under the Contract is prevented due to an event constituting force majeure. The Party affected by the case of force majeure shall send the other Party a registered letter with acknowledgement of receipt within eight (8) days of the occurrence of the event, and shall be exempted from the performance of its obligations within the limit of this impediment. The other Party will then, in the same way, be exempted from the performance of its own obligations, still within the limit of the impediment. For the duration of the force majeure event, the Party invoking it shall make every effort to minimise the effects on the proper performance of the Contract. If the force majeure event continues for a period of more than 30 days, either Party may terminate the Contract by operation of law without being liable to pay any compensation, subject to sending a notification to the other Party by registered letter with acknowledgement of receipt. The termination shall take effect 10 days after the date of dispatch of the said registered letter. The following are considered to be cases of force majeure, in addition to those usually retained by jurisprudence: blockage, disruption or congestion of telecommunication networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, epidemics, earthquakes, fires, storms, floods, administrative or legal restrictions, as well as legal or regulatory changes in the forms of marketing.

ARTICLE 13 : TERMINATION

In the event of a breach by one of the Parties of an obligation under this Agreement, which is not remedied within thirty (30) calendar days of the sending of a registered letter with acknowledgement of receipt notifying the breach in question, the other Party may terminate the Agreement by operation of law, without prejudice to any damages that it may claim. These stipulations may notably apply in the following cases (this list is not exhaustive): non-payment by the Client of KUZ ZLE's invoices, non-respect by one of the Parties of the intellectual property rights of the other Party, distribution of illicit Content via the Platform, non-respect by KUZ ZLE of the contractual service levels, non-respect of the non-challenge clause. The termination of the Contract for any reason whatsoever will automatically and by right lead to the cessation of access to the Platform for the Client and the Users, as from the effective date of termination. KUZ ZLE will delete the Content or - according to the Client's choice - return it to the Client at the end of the Contract concerned, and will destroy the existing copies, except where there is a legal constraint imposing the conservation of data. This choice must be indicated by the Client within 15 days of the effective date of termination of the Contract, for whatever reason. Failing this, the Content will be automatically deleted by KUZ ZLE within 1 month from the effective date of termination of the Contract.

ARTICLE 14: PROTECTION OF PERSONAL DATA

Each of the Parties undertakes to respect the regulations applicable to the protection of personal data. In particular, the Client - as data controller - guarantees to KUZZLE (acting as a subcontractor) that the personal data which are processed via the Platform are processed in compliance with the regulatory requirements. In this respect, KUZZLE reminds that the CNIL (French Data Protection Authority) recommends to companies to use only anonymized or fictitious data in their software development work. The Client will also ensure that the processing of personal data and their purposes comply with the regulations on the protection of personal data. The purposes of the processing of personal data are as follows: [to be completed].

The categories of persons concerned by the processing are as follows: customers of the Client, prospective customers, others to be specified. The nature of the operations carried out on the personal data are as follows: Recording, Hosting, Retention, Destruction, Other to be specified. The categories of personal data concerned are the following: Identification data, Family situation, Professional life

Economic and financial situation, other (if so, please specify). The duration of the processing is that of the Contract, unless otherwise instructed by the Client. Details of the Customer's DPO : To be completed. As a subcontractor, KUZZLE: undertakes to process the Client's personal data exclusively on behalf of the Client and in accordance with its documented instructions; undertakes to use the personal data communicated by the Client exclusively to perform the services entrusted to it under the terms of the Contract and/or according to the Client's instructions only. If KUZZLE considers that an instruction from the Client constitutes a clear violation of the applicable regulations on the protection of personal data, KUZZLE will immediately inform the Client; informs the Client in case of addition or modification of its second tier subcontractors in order to allow the Client to present its possible objections. In case of transfer of personal data outside the European Union, KUZZLE shall also ensure that the transfer of data will be carried out in accordance with the provisions of the GDPR (for example by signing the standard contractual clauses adopted by the European Commission); undertakes to preserve the security and confidentiality of personal data and in particular to prevent personal data from being distorted, damaged or communicated to third parties without the prior consent of the Client. More generally, KUZZLE undertakes to take all appropriate technical and organisational measures to guarantee a level of security adapted to the existing risk; undertakes to implement and regularly review the necessary security and confidentiality measures in order to avoid any misuse or fraudulent use of personal data; undertakes to ensure that employees and third parties authorized to process personal data undertake to respect the confidentiality of such data; undertakes to implement incident management procedures and to notify the Customer of any data breach, understood as any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of personal data or unauthorised access to personal data. Such notification shall be made in writing as soon as possible. KUZZLE undertakes to implement all necessary corrective measures in order to put an end to the data breach and to limit its consequences and recurrence; undertakes to assist the Client in the management of the requests of the persons concerned for the execution of the rights conferred to them by the applicable regulations concerning the protection of personal data; undertakes to assist the Customer in carrying out privacy impact assessments and any consultation with the supervisory authority to which the Customer is subject; will delete the personal data or - at the Customer's option - return them to the Customer at the end of the relevant Contract, and will destroy existing copies, unless required by law to retain the personal data. This choice must be made by the Customer within 15 days of the effective date of termination of the Contract, for whatever reason.

Otherwise, the data will be automatically deleted by KUZZLE within 1 month from the effective date of termination of the Contract. The assistance measures for requests from data subjects to exercise their rights and for impact analyses may give rise to additional invoicing by KUZZLE if they exceed a duration of 1 man-day per request. The technical and organisational security measures implemented by KUZZLE will be the following: presence of an authorisation and security policy to restrict access to personal data to those employees who need to know; implementation of a confidentiality commitment aimed at ensuring that employees authorised to process personal data are subject to an obligation of confidentiality; implementation of a connection logging system to trace access to personal data;

Implementation of awareness campaigns for KUZZLE employees on data security and confidentiality, notably through internal procedures, charters, confidentiality commitments, etc. Secure authentication measures for access to tools, as well as a password policy that includes a prohibition on sharing passwords, a procedure to follow in the event of disclosure of a password, and an obligation to change passwords periodically. Physical security measures for premises, the internal network, equipment, servers and applications (alarms, badges, video surveillance, etc.). The implementation of periodic and secure backup procedures using a combination of technical and physical means of control, as well as other measures aiming at ensuring a quick restoration of business critical systems when necessary. KUZZLE will make available to the Client the information necessary to demonstrate compliance with these obligations and will allow the Client to perform - at its own expense - audits to ensure compliance with this Article. The Client must inform KUZZLE at least fifteen (15) working days in advance and in case of recourse to a third party company, the latter must not be directly or indirectly competing with KUZZLE. The audit report carried out by the Client (or by the third party of its choice) will be given to KUZZLE and will be considered as confidential information unless disclosure is necessary due to legal, accounting or regulatory obligations or in case of judicial or administrative proceedings. Each of the Parties undertakes to actively cooperate with the other Party in the event of an audit and/or request from the supervisory authority(ies).

ARTICLE 15: NON-SOLICITATION OF PERSONNEL

Unless there is a prior written agreement between the Parties, each Party shall refrain from taking into its service, directly or indirectly through a parent company, a sister company, a subsidiary company or a company that it directly or indirectly controls, the personnel of the other Party. This prohibition shall end one (1) year after the termination of the Contract, for whatever reason. In the event of a breach of this article, the Party shall pay the other Party a lump sum corresponding to the last eight (8) months' salary of the employee who has been removed.

ARTICLE 16: MISCELLANEOUS PROVISIONS

Confidentiality: The Parties may, pursuant to this Contract, have access to confidential information of the other Party. Confidential information includes the terms and prices of the Contract and any other information indicated as such. Confidential information does not include information which : - is in the public domain; of which the receiving party was in possession prior to its communication, without having received it from the other Party. The Party to whom confidential information is communicated shall preserve its confidentiality with no less care than it takes to preserve its own confidential information and shall not communicate or disclose it to third parties except with the prior written consent of the other Party or to the extent required by law. The terms of this obligation are valid for the entire duration of the Contract plus 12 months from its termination. All documents communicated by KUZZLE under the Agreement will remain its exclusive property and will be returned to it by the Client at the date of termination of the Agreement. **Waiver :** The fact that one of the Parties does not take advantage of a breach by the other Party of any of the obligations mentioned in the Contract shall not be interpreted for the future as a waiver of the obligation in question. **Invalidity:** If one or more stipulations of the Contract are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope. **Commercial reference:** KUZZLE may use the name of the Client for the promotion of the Platform, unless otherwise specified in writing by the Client.

ARTICLE 17: LAW AND JURISDICTION

The Contract is governed by French law. In the event of a dispute and after an attempt at amicable settlement, jurisdiction is expressly attributed to the competent courts located within the jurisdiction of the Montpellier Court of Appeal, notwithstanding multiple defendants or third party claims, including for proceedings on request or in emergency situations.