

General Terms and Conditions of Sale of the company TENOR

1. SUBJECT

The purpose of these General Terms and Conditions of Sale (hereinafter referred to as the "GTC") is to set out the contractual relationship between TENOR (hereinafter referred to as "TENOR") and its client (hereinafter referred to as the "Client") in the context of the provision of services by TENOR (hereinafter referred to as the "Services").

The GTC shall apply to all contractual relations with the Client and insofar as deviating conditions have not been negotiated and accepted by both parties in a specific document signed between TENOR and the Client.

The Contract shall be concluded with the Client upon acceptance of the order by TENOR (hereinafter the "Order") from the Client reflecting its express and written acceptance of the technical and commercial proposal or the quotation from TENOR.

The Contract between TENOR and the Client is therefore made up of the following contractual documents classified in descending order of priority:

- The Order accepted by TENOR
- The GTC
- The quotation or commercial proposal issued by TENOR.

In the event of a contradiction between documents of different rank, the document of higher rank shall prevail.

2. DEFINITIONS

For the purposes of this Contract, the following terms are defined below:

Contract : means the Order as accepted by TENOR, its quotation or commercial proposal and these GTC

Package: means a set of units that measure the consumption of services rendered by TENOR.

Solution: means the software package(s) developed by TENOR as well as the associated services made available to the Client by TENOR.

SAAS: "Software as a Service" means a software solution or package hosted and operated outside the Client's organisation by TENOR and accessible on demand via Internet access. It can also be associated with complementary services provided by TENOR.

Unit: measure assigned for the performance of a Service by TENOR and defined in the quotation or the commercial proposal

3. ORDER

The technical and commercial proposal or quotation sent to the Client by TENOR defines the Services performed by TENOR, as well as their price and payment conditions. Unless otherwise agreed in writing, any technical and commercial proposal or any quotation shall remain valid for 2 months from the date it is sent.

In any event, TENOR is bound only by the sending of an order or by the acceptance of an estimate or commercial proposal sent, after express validation by TENOR. However, in the event that TENOR begins the execution of the order at the request of the Client, such commencement shall constitute acceptance of the quote or commercial proposal by the Client, in accordance with the terms and conditions of these GTC. The Client may not make any changes whatsoever to the order, quote or commercial proposal without prior agreement from TENOR and only in the form of an amendment or written agreement signed by both parties.

4. DURATION - TERMINATION

The Contract duration is indicated in the Order.

Unless otherwise expressly agreed by TENOR, contracts signed with a Package of Units are automatically terminated without notification from either party as soon as all the units in the package have been consumed or have not been consumed within a period of one year starting from the date the Order was placed.

In the event of termination of the Contract, any unused Units shall not entitle the Client to any refund or compensation.

In the event that a Party fails to fulfil its obligations, the Contract may be terminated at any time by the non-defaulting Party after formal notice has been given by registered letter without effect for sixty (60) days.

In the event of termination by the Client or not justified by a breach by the Service Provider, the Client shall be charged, in addition to the outstanding amount of the Services, an early termination fee equalling fifty percent (50%) of the amount for the Services still to be provided. This indemnity shall also be due in the event that the Services are suspended for reasons not provided for in the order, unless such suspension is due to force majeure for the Client.

5. DELIVERY - RECEPTION

Unless otherwise agreed in writing, delivery shall take place in accordance with the schedule set out in the Order.

Delivery of the Services or a Solution shall be deemed to have been accepted if the Client does not express any reservations in writing within 10 working days of the Services being made available or delivered. In the event that the Client expresses written reservations, TENOR will take all necessary action to lift these reservations as soon as possible or will send the Client a reasoned response explaining why the reservations are not justified.

In the event of silence or absence of reservations on the part of the Client under the conditions indicated above or as soon as the reservations are lifted, the acceptance of a Solution and/or Services is considered definitive

6. PRICES - INVOICING - PAYMENT

Unless otherwise agreed in writing between the parties, the prices set out in the Order are quoted in euros and exclusive of tax.

The prices quoted do not include any travel and accommodation expenses incurred by the personnel responsible for the execution of the services.

The prices of services performed outside French territory do not include taxes, deductions, duties and fees affecting TENOR, its goods or its personnel. The Client is responsible for the said taxes, deductions, duties and local taxes, by paying them directly or by reimbursing them to TENOR once proof has been provided.

The prices of the services may be revised as of right on the 1st of January of each year by applying the following formula: $P = P_0 \times S/S_0$ in which:

P: Revised price

P₀: Prices in force at the date of revision

S: Latest SYNTEC index or any other index that may be substituted on that date

S₀: Value of the same index on the day of the last revision.

The Client has a period of 5 calendar days from the date of the invoice being issued to submit any complaint relating to the invoices issued by TENOR. After this period, the invoices shall become firm and definitive.

Unless the parties agree on a shorter period, the Client shall pay the price of the Services to TENOR within 30 days of the payment date shown on the invoice.

Any delay in payment will result in the payment of a fixed indemnity of 40 euros for collection costs (article L.441-6 of the French Commercial Code) and will give rise to the application of late payment interest equal to the average rate of the ECB at its most recent refinancing operation increased by 10 percentage points. Furthermore, if the recovery costs incurred by TENOR are higher than the amount of the fixed compensation, the latter may request additional compensation, provided that the amount is justified.

The delay or failure to pay in full or in part will also result in the possibility for TENOR to immediately suspend all orders or licences in progress, to make all debts not yet due by the Client payable on any grounds whatsoever and to demand cash payment for future deliveries.

TENOR may also, as of right and after a formal notice that has remained unsuccessful for 7 days, terminate the Contract if it so wishes, with TENOR also reserving the right to retain any payments and deposits previously made by the Client for any reason whatsoever.

7. CLIENT COOPERATION

To ensure the proper performance of the Services, the Client commits to: (a) provide the Service Provider in a timely manner with complete and valid input data, customary methods, procedures and regulations, as well as any specific constraints resulting from its activity and/or the nature of the Services; (b) make available to the Service Provider all licenses and permissions necessary to perform the Services; (c) immediately inform the Service Provider in writing of any shortcomings in the performance of the Services; (d) appoint a competent technical contact to control and accept the Services, the technical validation of which remains the sole responsibility of the Client.

It is the responsibility of the Client, as a professional specialising in their field, to choose the services offered by TENOR with the utmost care and to carry out, under their own responsibility, all the necessary checks, in particular as to their suitability for their needs and the applicable regulations.

8. ACCESS TO SERVICES AND THEIR USAGE

When the service is set up, TENOR may be required to send an email to the Client with the user code and the initial password allowing them to access the services requested. The Client is solely responsible for the confidentiality and conservation of their password(s). TENOR may not be held liable in the event of misuse by a third party of the Client's password(s).

In order to access the services provided by TENOR, the Client must have an Internet connection that they must subscribe to with an access provider and must have adequately configured their computer equipment. These operations are the exclusive responsibility of the Client and any third party service providers. TENOR does not incur any responsibility for data routing.

TENOR undertakes to do its utmost to ensure the accessibility, permanence and continuity of its services under the conditions described in the Order. TENOR is bound by an obligation of means, in accordance with professional practices and within the limits of the technical constraints related to the use of communication networks and the Internet.

TENOR shall not be held liable in the event of short-term interruptions to the service for maintenance work necessary to ensure the proper functioning of the services offered. Wherever possible, TENOR will warn the client before the implementation of these interruptions.

9. INTELLECTUAL PROPERTY/GRANTING THE RIGHTS OF USAGE

Property rights held by TENOR or used by TENOR to carry out the Services and which (a) either predate the performance of the Services, (b) or have been developed separately from the Services, or (c) or have been licensed to TENOR, shall not be transferred to the Client.

In the event that TENOR should hand over deliverables to the Client, the latter shall only become the property of the Client once the Services have been paid for in full.

TENOR declares that it is in possession of all the intellectual property rights concerning the services that it carries out on behalf of the Client

Any software package and/or software used under the present Document remains the property of TENOR.

When TENOR makes a Solution available to the Client, the latter only acquires a personal, non-exclusive, non-assignable and non-transferable right to use the software packages and/or software made available within the framework of the Solution, in the territories indicated in the Order.

This licence is granted to the Client in consideration of the payment of a fee, the amount, frequency and duration of which are defined in the Order.

Within the framework of the concession of rights granted to the Client by TENOR, the Client undertakes not to directly or indirectly infringe TENOR's property rights and in particular:

- undertakes to use the Solution only in accordance with its intended purpose, i.e. in accordance with its associated documentation and for the exclusive needs of the Client's activity;
- undertakes not to make them available to third parties, directly or indirectly, in any capacity whatsoever, in any form and for any reason whatsoever, whether free of charge or for a fee, without the prior, express and written authorisation of TENOR;
- is forbidden from copying, deconstructing or adapting them.

In accordance with Article L122-6-1 of the French Intellectual Property Code, the Client undertakes not to reproduce the source codes of the software packages and/or software granted.

The Client undertakes not to use the knowledge that they may have acquired in the course of installing or using the Solution for any purpose other than interoperability and to the exclusion of any creation, production or marketing of a software package whose expression and basic principles would be similar to those of the Solution offered by TENOR.

The Client expressly acknowledges that the Contract does not transfer to it any intellectual property rights over the elements making up the Solution.

Any breach on the part of the Client of the provisions of the present article shall entitle TENOR to terminate the Contract immediately and by right, without prejudice to any damages, one month after the Client has received a registered letter with acknowledgement of receipt, notifying the breaches observed.

10. DATA BACKUP

The backup of the Client's data depends on the nature of the Services that have been subscribed to.

In the case of services delivered in SAAS mode, TENOR may propose, as long as the contract is in force, the conservation, storage and backup of the Client's data on its computer system for up to 200 days for EDI messages and for the legal period of archiving regarding invoices. In the event of termination of the contract, for whatever reason, TENOR will no longer be responsible for the backup of this data.

If the Solution is hosted within the Client's informational system, the latter is solely responsible for the backup of the data that it processes or keeps and acknowledges that it is their responsibility to:

- make backups of its data at a rate that is regular and appropriate to their activity
- check the content of the backups made;
- use adequate backup media.

In any event, the Client must take all necessary measures to protect its information system, particularly concerning protection against viruses and other hostile intrusion methods.

11. PERSONAL DATA

The Client's personal data are and remain their property. TENOR does not own or acquire any rights in respect of such personal data other than the right to use them to perform the services defined by the Contract. TENOR undertakes not to sell, rent, transmit, exploit or otherwise dispose of the Client's personal data.

Within the framework of the execution of the Contract, TENOR will apply its personal data processing policy, in accordance with the provisions of the General Data Protection Regulation ("GDPR") resulting from the amended 1978 Data Protection Act and available upon request.

In any event, TENOR commits itself to processing personal data in accordance with the instructions received from the Client, for the sole purpose of executing the Contract.

In accordance with the provisions of the aforementioned regulations, TENOR undertakes to take all necessary precautions to preserve the security of the information and personal data and in particular to prevent them from being distorted, damaged or communicated to unauthorised persons;

TENOR will not keep personal data for longer than is necessary for the performance of its services.

TENOR will not transfer personal data outside of France without having first obtained the Client's written consent and, where applicable, having put in place all the necessary measures to control such a transfer.

12. CONFIDENTIALITY

For the duration of the Services and for 5 (five) years afterwards, each of the parties agrees to take all useful measures to protect the confidentiality and to keep the documents, whatever their form and medium, which will be entrusted to it in good security conditions.

Each of the parties agrees to apply and ensure that its employees apply absolute professional secrecy to information communicated by one party to the other party for the purposes of the Service as well as information of which its employees have, or may have, knowledge during the performance of the Services, and to take all necessary measures to preserve the confidentiality of such information with respect to third parties.

13. NON-SOLICITATION

Each of the parties waives the right to engage or have engaged through an intermediary any employee of the other party, even if the initial solicitation is made by the employee. This waiver is valid for the entire duration of the Services, plus a minimum period of twelve (12) months from their termination.

Except in the case of derogation expressly negotiated and accepted by the parties, in the event that one of the parties does not respect the above provisions, it undertakes to compensate the other party for any damages resulting, in particular but not exclusively, from loss of expertise, commitments already made on its behalf, expenses for selection and recruitment, and training costs, by immediately paying it a lump sum equal to the gross salaries that this employee will have received in total during the twelve (12) months prior to his departure.

14. HYGIENE AND SECURITY

TENOR shall also comply with the internal regulations of the Client's site(s) on which it may intervene in execution of the Contract.

15. PERSONNEL

The Service Provider undertakes to ensure that the personnel carrying out the Services have the qualifications and skills required to perform the Services.

It ensures the supervision and monitoring of its personnel, who remain under its hierarchical authority at all times, even if the personnel of the Service Provider are required to receive remarks and technical directives from the Client due to the requirements of the Services.

TENOR guarantees to the Client that its personnel in charge of carrying out all or part of the order is legally employed with regard to the provisions of the French Employment Code and more particularly with regard to the legal provisions aimed at combating undeclared work provided for in Articles L 8222-1, L.8251-1 et seq. of the aforementioned code, or any subsequent legislation that may be substituted for it. TENOR guarantees the Client that in the event that it uses personnel of non-French nationality, this personnel is authorised to work in France with regard to all applicable legislation and regulations. TENOR acknowledges that it is solely responsible for the payment of all taxes, compulsory levies, social security contributions, charges, insurance and other payments due by it in respect of the employment of its personnel.

16. RESPONSIBILITIES - INSURANCE

TENOR undertakes to execute the Contract by its best endeavours and in accordance with the terms of the Contract.

Any change in the conditions of performance of the services for which the Client is responsible, such as in particular: delay in the supply of input data, incomplete or inaccurate input data, insofar as they have consequences for TENOR in particular in terms of costs, deadlines, or resources committed, may not be attributed to the responsibility of the latter.

TENOR has taken out and undertakes to maintain in force all the necessary insurance policies to cover the responsibilities that could, if necessary, be imposed on it. It is however understood that the possible implementation of TENOR's liability for any reason whatsoever shall be limited to the amount, excluding taxes, of the defective Order paid by the Client. The Client acknowledges that TENOR may not be held liable for any indirect damage.

TENOR shall provide, at the Client's first request, the insurance certificates proving the coverage of the corresponding risks.

17. FORCE MAJEURE

If the execution of a contractual obligation is prevented, restricted or delayed by a case of force majeure as defined by French jurisprudence, the party liable for the obligation shall be exonerated from all responsibilities resulting from such prevention, restriction or delay.

18. GENERAL PROVISIONS

The Service Provider shall be entitled to refer to the Services performed for the Client and the Client's name in general terms for the purposes of its communication, excluding confidential information and unless otherwise specified by the Client in writing.

In the event that any part of these GTC is deemed invalid or unenforceable, the parties agree that the remaining terms of the contract shall remain in effect. In addition, the parties agree to immediately enter into negotiations to replace the invalid or unenforceable part while maintaining the meaning of this clause.

TENOR shall be entitled to subcontract the execution of the Order in whole or in part.

The Client is not allowed to transfer the benefit of this Contract without the prior written consent of TENOR.

19. APPLICABLE LAW - DISPUTES:

These GTC are subject to French law.

The parties shall endeavour to settle any disputes that may arise between them concerning the validity, interpretation and execution of these general terms and conditions or the Contract in an amicable manner. In the event that an amicable solution cannot be found, the parties hereby grant exclusive jurisdiction to the competent court within the jurisdiction of the Lyon Court of Appeal, including in the event of summary proceedings.