

INCS Special Terms for Nexus' Software

1. Definitions

Active User	An individual or an object entitled to use the Software in accordance with this Agreement.
Agreement	The Order Form, this Terms for Software, any other terms or schedules attached hereto and any additional order(s) made in writing by the Customer and approved by the company IN Continu et Services (INCS) in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.
Customer	The party with whom INCS has entered into the Agreement.
Customer Data	The Customer's own data which is input to the Software and any output derived or produced from that data by the Software.
Documentation	Any documentation relating to the Software, being available at https://doc.nexusgroup.com .
One-time Model	Licensing model for the Software, under which the Customer is entitled to use the Software for an unlimited time against a one-time fee, subject to the terms of the Agreement.
Order Form	The order form to which this Terms for Software is attached. In case the Customer has placed its order without signing an order form, "Order Form" shall mean the confirmation of the order.
Software	The Nexus' Software licensed under this Agreement, specified in the Order Form.
Subscription Model	Licensing model for the Software, under which the Customer is entitled to use the Software for a limited time against a periodic fee, subject to the terms of the Agreement.

2. Grant of license

- 2.1. These Terms and Conditions apply to the reselling by INCS of Nexus licenses on the Software to the Customer under either the Subscription Model or the One-time Model.
- 2.2. If the Customer licenses the Software under the Subscription Model, the Customer is granted a non-exclusive, non-transferable, non-sublicensable, worldwide and limited license to create the number of Active Users set out in the Order Form and use the Software and the Documentation for their intended purpose in accordance with the terms of the Agreement as long as the Agreement remains in effect.
- 2.3. If the Customer licenses the Software under the One-time Model, the Customer is granted a non-exclusive, transferable, non-sublicensable, worldwide and limited license to create the number of Active Users set out in the Order Form and use the Software and the Documentation for their intended purpose in accordance with the terms of the Agreement on a perpetual basis (unless the Agreement is terminated in accordance with section 17.2 below).
- 2.4. The Customer is only entitled to create the number of Active Users that the Customer has ordered. Active Users may be within or outside the Customer's organization. The Customer may at any time increase its number of Active Users, subject to the fees set out in INCS' price list, as amended from time to time.

3. The Customer's use of the Software

- 3.1. The Customer undertakes to use the Software in accordance with this Agreement, the Documentation and any reasonable written instructions regarding the use of the Software.
- 3.2. The Customer shall (unless otherwise is explicitly set out in this Agreement) be responsible for acquiring any and all equipment and systems necessary in order to use the Software such as, but not limited to, IT-system(s) and facilities necessary for the Customer to receive and use the Software at and from the Customer's premises, including all relevant computer systems and locations and any other equipment, software, hardware, internet-, telecoms- or VPN-connections, firmware, or database files required to receive and use the Software ("**Customer**

Equipment”). The Customer is responsible to ensure that the Customer Equipment meets the standards required to use the Software, if specified by INCS.

- 3.3. The Customer shall upon INCS' request provide INCS with any data or other information necessary for INCS to fulfil its obligations under the Agreement. INCS reserves the right to request a written report from the Customer on the current usage and number of installed licenses which the Customer has to provide within seven (7) calendar days upon written request.
- 3.4. In case the Software requires access to and/or installation of third-party software products, the applicable third-party license and other relevant terms shall apply to those products. INCS shall not be responsible for third party software.
- 3.5. The Customer may not use any third-party materials in connection with the Software without having secured the necessary rights from the owners or license holders of such materials. The Customer may further not use illegal materials or violate applicable laws in connection with the use of the Software or use the Software in moral or ethical gray zones, such as the fields of gambling, pornography, guns, alcohol or microloans (e.g. by text messaging).
- 3.6. The Customer may not use or otherwise export or re-export the Software except as authorized by applicable law. The Customer represents and warrants that it is not located and will not use the Software in any country to which export or re-export is prohibited under applicable law (such as a country subject to U.S. Government embargo) and that the Customer is not listed on any U.S. Government, EU, UN or any other relevant government list of prohibited or restricted parties and will not export or resell the Software to any such targeted person or entity, or without any required export licenses and approvals.
- 3.7. The Customer is at all times responsible for any use of the Software and the Documentation by its Active Users as for itself, and undertakes, to the extent the Active User is an individual, to inform its Active Users of the Customer's obligations under this Agreement.

4. Intellectual property rights

- 4.1. INCS, Nexus and their third-party licensors remain the exclusive owners of all intellectual property rights, know-how and all other similar proprietary and moral rights in the Software, the Documentation and/or any derivative work

developed, generated, or obtained by either party in connection with the performance of this Agreement. The Customer shall have no right, and this Agreement does not constitute any transfer or assignment of any rights, in or to the Software or Documentation other than the right to use them in accordance with the terms of this Agreement.

- 4.2. The Customer may not reverse engineer, decompile, modify, adapt or create a derivative work of the whole or any part of the Software or Documentation for any purpose, assign, transfer, sublicense, sell, lease, rent, charge or otherwise deal in or encumber the Software or Documentation or use the Software on behalf of any third party or make available the same to any third party, use the Software or Documentation in a service bureau or application services provider capacity, or remove or alter any copyright or other proprietary notice on any part of the Software or Documentation. The Customer may only copy the Software or the Documentation for security and back-up purposes, which the Customer may do to a reasonable extent.
- 4.3. The Customer grants to INCS a non-exclusive license to use and modify Customer Data to the extent necessary for INCS to be able to meet its obligations under the Agreement.

5. Intellectual property rights indemnity

INCS undertakes to defend, indemnify and hold harmless the Customer from and against final damages awarded as a result of any third party claim, suit or proceeding brought against the Customer claiming that the Software infringes the intellectual property rights of such third party, provided that (a) the infringement is not due to the Customer having (i) used the Software in connection with third party Software that was not approved in writing by INCS or (ii) used the Software in a manner which is contrary to the Agreement or the Documentation, and (b), that the Customer (i) immediately notifies INCS in writing of any such claim, suit or proceeding and (ii) allows INCS complete control of the defense of and potential settlement of such claim, suit or proceeding and (iii) provides reasonable assistance to INCS in connection thereto at the Customer's own cost.

6. Amendments to the Agreement

- 6.1. INCS shall be entitled to amend the terms of the Agreement on 30 days' prior written notice (e.g. by email). If the Customer does not accept such amendment it may terminate the Agreement in writing with immediate effect, no

later than three days before INCS' amendment takes effect. If the Customer does not terminate the Agreement, the Customer shall be deemed to have accepted the amendment.

- 6.2. INCS shall, notwithstanding section 6.1 above, be entitled to implement insignificant amendments or amendments to the Customer's advantage without notice.

7. Assignment

INCS shall be entitled to assign the Agreement to another party within the same company group as INCS or to a third party as part of an acquisition of all or a substantial part of INCS' business operations. The Customer may not assign the Agreement.

8. Publishing

For the purposes of publicly sharing that the Customer is using the Software, INCS and Nexus are entitled to publish the Customer's trademark and/or the Customer's name on INCS' and/or Nexus' web pages or publicly sharing this in any other manner, including through publications on a third-party web page or through another media.

9. Audit

- 9.1. Upon 10 days' prior written notice, INCS shall, itself or through an appointed third party, be entitled to perform audits on the Customer to (i) ensure that the Customer complies with this Agreement, and (ii) verify the quantity of Active Users under the Agreement. Audits may only be conducted once per calendar year, unless INCS has reason to believe that the Customer is in breach of the Agreement.
- 9.2. Each party shall bear its own costs in connection with the audit except if the audit reveals that the Customer is in material breach of the Agreement, in which case the Customer shall bear all costs for the audit.

10. Confidentiality

Each party undertakes not to disclose confidential information which it has received from the other party. Confidential information shall include technical, commercial and any other information, whether documented or not, especially relating to the Software or any services or hardware provided as part of this Agreement. The confidentiality obligations shall, however, not include information which (i) is part of the public domain, or which comes into the public domain through no breach of this Agreement, or (ii) at the time of disclosure was

already in the possession of the receiving party, as evidenced by the receiving party.

11. Information

The parties undertake to keep each other informed of circumstances and events in relation to the Software which reasonably can be expected to be relevant for the other party.

12. Force majeure

If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a party including, but not limited to, computer related attacks, hacking, or acts of terrorism, the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. This shall also apply to damages incurred due to French or foreign enactments, governmental actions, wars, strikes, blockades, boycotts, lockouts, or other similar circumstances affecting the Software, even if INCS and/or Nexus are involved in the strike, blockade, boycott or lock-out.

13. Entire agreement

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior oral or written communications, representations or agreements relating to the subject matter shall be replaced by the Agreement.

14. Notices

All notices shall be deemed to have been received by the Customer on the earliest of the Customer's confirmation or three days after INCS sent such notice to the e-mail address provided by the Customer.

15. Limitation of liability

- 15.1. INCS shall not be liable for failure to meet its obligations under this Agreement if caused by (i) Customer Data, Customer Equipment or a product or software not recommended by INCS, or (ii) the Customer's non-compliance with its obligations, INCS' instructions or the Documentation.
- 15.2. In no event will INCS be liable to Customer for any special, incidental, indirect or consequential damages (including loss of data, profits or revenue, cost of capital or downtime costs), or for any exemplary or punitive damages arising out of any performance of this Agreement or any purchase order, regardless of whether such damages are based in tort,

warranty, contract or any other legal theory, even if advised of the possibility of such damages.

- 15.3. For direct damages, if the Customer licenses the Software under the Subscription Model, each party's aggregate and total liability under this Agreement shall be limited to an amount corresponding to the license fees paid by the Customer during the 12 months preceding the event causing the direct damage or loss. If this Agreement has not been in force for 12 months, the abovementioned amount shall be calculated over a 12-month period on the basis of the average fees already invoiced to the Customer during the term of this Agreement.
- 15.4. For direct damages, if the Customer licenses the Software under the One-time Model, each party's aggregate and total liability under this Agreement shall be limited to the amount paid by the Customer for the Software license.
- 15.5. The limitations of liability set forth herein shall not apply in the event of death or injury to persons caused by negligence, any liability arising from intent or gross negligence, willful misconduct or any breach of the obligations set forth in sections 4 or 10.
- 15.6. The parties acknowledge that separate limitations of liability terms may apply for the Customer's purchase of hardware, support and maintenance and/or other services, in which event such terms shall apply instead of the terms contained in these Terms for Software. Notwithstanding the aforesaid, the limitations of liability contained herein set out the maximum possible liability for INCS under the Agreement.
- 15.7. The present terms and conditions are subject to [Nexus Lifecycle Policy](#).

16. Warranty

If the Individual Contract provides that INCS shall carry out the installation upon instruction of the Customer, warranty rights shall become time-barred after three (3) months of completed installation of the Software by INCS. Otherwise, the Customer's claims for defects shall become time-barred three (3) months from the date of the download of the Software by the Customer. In the event of a wilful concealment of defects, statutory warranty provisions shall apply.

17. Term and termination

- 17.1. If the Customer licenses the Software under the Subscription Model, this Agreement shall commence on the date set out in the Order Form and shall remain in effect for a period of 12 months. Unless either party terminates the

Agreement by written notice no less than three months prior to the expiry of such 12-month period, the Agreement will remain in force until either party terminates the Agreement in whole or in part on three months' prior written notice.

- 17.2. Each party is furthermore entitled to terminate this Agreement with immediate effect in whole or in part (i) if the other party commits a material breach of this Agreement and fails to cure such breach within 30 days following receipt of notice of the breach, or (ii) if the other party is declared bankrupt or such an application is made, goes into liquidation, initiates composition proceedings, is subject to company restructuring or makes an assignment for the benefit of creditors.
- 17.3. Upon termination of this Agreement or expiration or termination of a license, all license rights to the Software and Documentation granted to the Customer hereunder shall immediately cease and the Customer shall immediately cease using the Software and Documentation and provide to INCS a written certification that the Customer has complied with the foregoing obligations.

18. Data Protection

INCS regards data protection as a significant prerequisite for successfully conducting business, and we are committed to take any necessary measures to assess and safeguard the personal data we process. Therefore, we continuously review and update our practices in accordance with applicable data protection rules and regulations (including EU Regulation 2016/679, more commonly referred to as the GDPR). We have for instance implemented technical and organizational measures to ensure that such data protection related requirements are applied both by us as well as by our external service providers and other suppliers.

For more information about how INCS processes personal data, please visit our webpage.

19. Governing law and dispute resolution

- 19.1. This Agreement shall be governed by and construed in accordance with substantive French law.
- 19.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, are the courts of Paris, France.

20. Miscellaneous



The Customer is informed that part of or all of the services may be delivered by Nexus Group, which is part of IN Groupe.

21. Export control

- 21.1. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12 septies of Council Regulation (EU) No 833/2014.
- 21.2. The Customer shall undertake its best efforts to ensure that the purpose of section 21.1 is not frustrated by any third parties.
- 21.3. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties, that would frustrate the purpose of section 21.1.
- 21.4. Any violation of sections 21.1, 21.2 or 21.3 shall constitute a material breach of an essential element of this Agreement, and INCS shall be entitled to seek appropriate remedies, including, but not limited to, the termination of this Agreement.
- 21.5. The Customer shall immediately inform INCS about any problems in applying sections 21.1, 21.2 or 21.3, including any relevant activities by third parties that could frustrate the purpose of section 21.1. The Customer shall make available to INCS information concerning compliance with the obligations under sections 21.1, 21.2 or 21.3 within two weeks of the simple request of such information.