

GENERAL TERMS OF SERVICE OF RED HORTICULTURE

1. SCOPE OF APPLICATION

The present General Terms of Service (hereinafter referred to as the 'GTS') apply without restriction or reservation to all service agreements concluded between RED HORTICULTURE (SIREN 840 702 609) and all of its subsidiaries (hereinafter referred to as the 'Seller') and the professional Customer.

In these GTC-S, the term "Seller" refers to RED HORTICULTURE, and the term "Customer" refers to the professional Customer.

All sales related to the Equipment sold by the Seller and provided to the Customer are defined in the Seller's General Terms and Conditions for Sale of Equipment (hereinafter referred to as the 'GTC-S').

With regard to the MyRED Service, these present GTS apply to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

Regarding the Equipment sold by the Seller, these GTC-S and his ancillary contracts – the Service Level Agreement – apply to the exclusion of any other conditions, and the Customer acknowledges having read and accepted them.

More broadly, in connection with the sale of RED Solutions, the Contract applies to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

The conclusion of the Equipment sale contract by the Customer constitutes acceptance, without restriction or reservation, of these GTS.

The Customer, through its representative, acknowledges having the required capacity and authority to enter into such an agreement with the Seller

These GTS are available at any time on the Seller's website and/or upon request.

The Parties agree that this Contract exclusively governs their relationship unless otherwise agreed between the Parties through the signing of a bilateral agreement.

This version of the GTS cancels and replaces all previous versions from the conclusion of a new Contract.

The Customer acknowledges and accepts that these GTS is subject to evolve, and the version of the GTS applicable to the Contract is the one available on the Seller's website.

In case of conflict between the different documents constituting the Contract, prevailing shall be given in the following order: 1: GTC-S – warranties conditions / 2: GTS / 3: T&Cs / 4: SLA / 5: EIG / 6: PWP-SPA¹.

Upon receipt of the signed document, the Seller recommends that the Customer keep a digital copy.

For the purpose of remote signing of the GTS, the Customer acknowledges and agrees that faxed copies bearing the signature of one of its representatives or employees, received by the Seller, may be validly opposed to him.

2. DEFINITIONS

Any word in these GTS whose first letter is capitalized refers to a definition provided in this article

Confidential Information: Refers to all information of any nature exchanged between the Parties, including, but not limited to, technical, industrial, organizational, or strategic processes related to RED Solutions, as well as all information not intended for public disclosure provided by the Customer to the Seller in the context of this Agreement, as well as all elements constituting this specific Agreement related to the relationship between the Parties.

Contract: Refers to all contractual elements related to the RED Solutions, which the Customer acknowledges understanding and accepting. It includes all applicable conditions for the elements ordered by the Customer, also encompassing the Seller's General Terms and Conditions of Sale (CGT-S), General Terms of Services (GTS), and their ancillary contracts, the Warranty Conditions of the Equipment, General Terms of Use (GTU), the Service Level Agreement (SLA), the Equipment Installation Guide (EIG), and other technical documents as well as, if applicable, the PWP or the SPA.

Customer(s): Refers to any professional, either an individual or a legal entity, who has entered into a contract directly with the Seller under the terms of this GTS.

EIG: Refers to the acronym for the Equipment Installation Guide, a document in which the Seller mentions maintenance recommendations for the Seller's lighting fixtures for normal use conditions.

Equipment: Refers to the electrical lighting equipment—"lighting fixtures"—as well as servers, sensors, access points, or any other hardware developed by the Seller and necessary for the functioning of the RED Solutions.

Force Majeure: Refers to an event that is insurmountable and irresistible, resulting from a cause beyond the control of the Parties, which consists of an event or a series of events of a climatic, pandemic, bacteriological, military, political, or diplomatic nature.

GTU: Refers to the acronym for the General Terms of Use related to the use of the MyRED Service.

GCT-S: Refers to the acronym for the General Terms and Conditions of Sale related to the sale of the Seller's equipment.

GTS: Refers to the acronym for the General Terms of Services related to the provision of services by the Seller under the MyRED Service.

Order: Refers to any quote, order, or other document containing similar information signed by the Customer, and, where applicable, the Customer's fulfillment of all necessary conditions for validating this order, including, but not limited to, payment of a deposit or the setup of a SEPA direct debit, the list of the validation conditions being provided to the Customer in the same document.

The validation of this document can be done either electronically, by email, or by written confirmation.

Level 1 Support: Refers to the maintenance support, which can be handled directly by the Customer itself and where the line of conduct is included in the EIG.

Level 2 Support: Refers, during maintenance support, handling of questions related to all elements arising from the MyRED Solutions (use of the light, architecture, IT systems, etc.).

MyRED Service(s): Refers to the services related to the provision of the software developed by the Seller, its installation and user onboarding, as well as the necessary support for maintaining the RED Solutions, including Level 1 and Level 2 Support, and MyRED Service Support.

MyRED Service Support: Refers to the support services for handling the MyRED Service, agronomic support, software use support, and preventive maintenance, aimed at improving the performance of the entire installation.

SLA: Refers to the acronym for the Service Level Agreement, a document in which the Seller lists the technical prerequisites for the MyRED Service and the recommendations for the Normal use of the MyRED Software provided by the Seller.

SPA: Refers to the acronym for MyRED Service Performance Agreement related to the performance that the Customer can expect from the Seller's services.

MyRED software: Refers the portal access to the MyRED Service provides by RED HORTICULTURE and accessible through MyRED WEB and MyRED MOBILE application.

PWP: Refers to the acronym for the Performance Warranty Policy related to the Equipment sold by the Seller.

RED Solution(s): Refers to the complete set of Equipment and services offered and sold by the Seller.

Seller: Refers to RED HORTICULTURE.

User(s): Refers to any individual authorized by the Customer, duly authorized to use or access the elements of the MyRED Service under the execution of this Agreement.

3. OBJECT OF THE CONTRACT

These GTS define the terms and conditions for the use of the MyRED Service by the Seller and the provision of services, including, but not limited to:

- The conditions for making the MyRED Service available;
- The pricing and payment conditions for the MyRED Service;
- The maintenance and support conditions for the MyRED Service;

All services provided to the Customer are defined according to their needs in the quote that has been presented to them.

The Customer confirms having been informed of all the terms and conditions related to the sale through all the contractual documents provided to them and the exchanges between the Parties.

These GTS concern the terms of service provision for the MyRED Service and do not cover the Equipment (governed by the GTC-S), nor the use (governed by the GTU) of the MyRED Service.

The GTC-S are established under separate conditions.

The Customer acknowledges having read all the elements of the Contract pertaining to them and having accepted them.

4. FORMATION OF THE CONTRACT

The services related to the MyRED Service are implemented following the sale of the RED Solutions Equipment to the Customer.

Unless otherwise notified in the offer made to the Customer, if the terms of the said offer are not accepted within thirty (30) days of its sending by the Seller, the offer may be subject to cancellation or unilateral modification by the Seller.

The Customer's Orders only bind the Seller after receipt of the Order and payment of the deposit requested from the Customer, if applicable.

5. INSTALLATION OF THE EQUIPMENT

In accordance with the GTC-S accepted by the Customer, the sale of the Equipment necessary for the proper functioning of the MyRED Service does not include its installation at the Customer's premises.

The Seller may recommend an installer to the Customer for the installation of the Equipment at their location.

However, under no circumstances does this designation create any obligation of any kind on the part of the Seller.

¹ The PWP and the SPA are only applicable between the Parties if the Customer has signed the documents.

Therefore, the Seller cannot be held liable for the repair of any damages, regardless of the cause, resulting from this installation.

At the end of the installation, the Seller commits to verifying that the installation allows the proper functioning of the services related to the use of the MyRED Service.

The Parties acknowledge that, in no case, does this verification create a result-oriented obligation on the part of the Seller with respect to the installation.

If, after this verification, any issues remain that may hinder the proper functioning of the RED Solutions and/or do not comply with the provision of the GTU, SLA and the other recommendations set by the Seller, it is the Customer's responsibility to contact an installer of their choice to bring the installation into compliance with these same GTU and the recommendations expected by the Seller.

6. RIGHT TO USE THE MYRED SERVICE

The Seller grants the Customer, subject to full payment of the price as defined in accordance with the provisions of the article "FINANCIAL CONDITIONS" of these GTS, a personal, non-exclusive, non-transferable, and non-assignable right to use the MyRED Service.

This right of use is granted under the conditions and limits defined by the Parties in accordance with the provisions of the article "INTELLECTUAL PROPERTY" of the GTS.

7. LICENSES

Unless otherwise stipulated, the rights to use the MyRED Service are granted to the Customer in accordance with the following elements:

- A number of Users limited to ten (10), each assigned a personal username and password;
- An unlimited number of reading devices (computer, tablet, mobile, etc.);
- A defined number of features included in the MyRED Service;
→ All of these elements are set out in the Order(s) accepted by the Customer.

Any modification of any element mentioned above is subject to the express consent of the Seller and, where applicable, the payment of an additional fee at the current rate.

The Customer acknowledges and agrees that the scope of the rights of use granted for the MyRED Service under the Contract constitutes a single and indivisible concession. The Customer's subsidiaries may benefit from the services covered by this Contract under the same conditions as the Customer. The Customer agrees to communicate the contents of this Contract to its subsidiaries, which shall apply to them.

The Customer guarantees the compliance of its subsidiaries with all the obligations imposed on them under the Contract.

In the event that a subsidiary of the Customer legally ceases to be one of its subsidiaries, the said company will immediately and automatically lose its right to benefit from the services and/or use the MyRED Service under this Contract.

One or more licenses to use the MyRED Service may be granted to this company, provided that a similar contract to the one binding the Parties is signed.

8. OBLIGATION OF THE PARTIES

The Seller commits to provide the Customer with all the necessary elements to understand the RED Solutions, so that the Customer can fully assess the suitability of these Solutions to his needs.

However, in accordance with the provisions of the "RESPONSABILITY" article of the GTS, it is the Customer's responsibility to verify this suitability.

The sale of services, and more broadly the RED Solutions, is contingent upon the Customer's acceptance of the GTS and, more broadly, the Contract.

The Customer, whether by themselves or through their employees, contractors, or any other person acting on their behalf, is solely responsible for the use they make of the MyRED Service, and the use of the results obtained is under their sole control and direction.

The Customer's responsibilities are the following:

- To provide the Seller with all necessary information concerning them for the execution of the services provided;
- The choice and the acquisition, whether prior or future, from the Seller or third parties, of hardware or software intended to be used with the MyRED Service.
Any incompatibilities with the items ordered under the Contract and the resulting malfunctions and disruptions cannot hold the Seller liable;
- To comply with the recommendations of the SLA, to avoid harmful consequences such as slowdowns, crashes, or data corruption;
- Any consequences, within the scope of the Service covered by the Contract, resulting from modifications decided and/or made by the Customer, their installation, or their environment;
- The completion of additional configurations and their use, as well as any malfunction of the MyRED Service that may result from them, unless these configurations were carried out by the Seller as part of a specific service;
- To ensure that there are Users who are sufficiently skilled, qualified, and trained to use the MyRED Service;

- More broadly, to directly inform the Seller of any difficulties related to the execution of the services.

The Customer is informed that the Seller is not responsible for the quality, availability, and reliability of telecommunications networks, regardless of their nature, in the event of data transmission or internet access, even when the internet service provider is recommended by the Seller.

The Seller also excludes liability for any damage suffered by the Customer due to:

- The use of the MyRED Service by the Customer in a manner not in compliance with the provisions of the Contract;
- The use of the MyRED Service with software and/or hardware that is incompatible or non-compliant with the SLA;
- The intervention of any third party on the MyRED Service who has not been previously authorized by the Seller to do so.

During any potential interventions by the Seller, the Customer remains the custodian of the Equipment, Customer Data, files, programs, or databases.

As part of the rights granted to the Customer by the Seller, the Customer is prohibited, in connection with the subscription and/or use of the MyRED Service, from engaging in any acts, of any nature whatsoever, that would be contrary to the applicable legislative and regulatory provisions.

Independently of the provisions related to the Service, the Seller reserves the right to correct, improve, and evolve the MyRED Service.

The Customer agrees not to infringe, in any manner, directly or indirectly, the Seller's property rights. Consequently, the Customer particularly agrees:

- Not to use or employ the MyRED Service in a manner inconsistent with its intended purpose and the conditions set by the Contract;
- Not to use the MyRED Service in a non-professional context;
- Not to use the MyRED Service and all RED Solutions in a fraudulent manner or for illegal or fraudulent purposes;
- Not to remove any copyright notice, trademarks, or any intellectual property rights that may appear on the MyRED Service;
- Not to disable, bypass, or otherwise interfere with any protective measures that may be in place for the MyRED Service;
- Not to reproduce the MyRED Service in any form, including modification or inclusion into other software and/or modification of its technical documentation;
- Not to translate, adapt, decompile, or modify the MyRED Service, as this right is exclusively reserved for the Seller;
- Not to make the MyRED Service available to third parties, distribute, or commercialize it, directly or indirectly, for any reason, by any means, and whether for free or for a fee;
- In the hypothesis that the Customer must integrate the MyRED Service into third-party software, they agree to ensure that the third party complies with the same obligations as they do under these GTS;
- Not to disclose its content or transfer their usage rights in any way.

In addition to the provisions throughout the Contract, the Customer also agrees to:

- Use the purchased Equipment and MyRED Service in accordance with all provisions of the Contract;
- Provide the Seller with a billing address, if applicable, a delivery address, and an up-to-date email address during the term of the contractual relationship;
- Familiarize themselves with the information provided by the Seller necessary to understand the RED Solutions and their technical developments;
- Promptly inform the Seller of any defects observed in the elements of the RED Solutions;

In general, the Parties agree to refrain from any behavior that could harm the interests, image, or reputation of the other Party.

The Customer guarantees that their staff and Users will comply with the provisions of this article.

The Customer is informed that any use contrary to the Seller's intellectual property rights, as granted under the execution of this article, will result in the automatic termination of this Contract in accordance with the provisions of the "EARLY TERMINATION" article of these GTS. This termination does not exclude the possibility of the Seller taking legal action against the Customer for civil liability, in addition to any criminal liability they may face for copyright infringement.

In any case, the Customer remains responsible to the Seller for any failure to comply with the above commitments, whether caused by the Customer or by their employees, contractors, or any other person acting on his behalf.

9. CONTRACTUAL INFORMATION

The Seller has enabled the Customer to be aware of the essential characteristics of the services and has fulfilled its obligation to provide information in accordance with the applicable legal provisions, which the Customer acknowledges.

The Seller has also provided the necessary advice to the Customer to allow them to make an informed assessment of all the elements constituting the services they have

committed to.

The Customer acknowledges having reviewed all the elements of the Contract and accepts its terms.

All contractual documents forming the Contract are accessible at any time on the website www.horticulture.red.

10. SERVICE LEVEL AGREEMENT

The Customer declares that they are aware that the introduction of new IT tools in a company requires preparation of the technical structures, work organization, and Users.

The Customer declares that they have the necessary competence to use the MyRED Service and have been fully informed by the Seller that it is their responsibility to comply with all the recommendations of the SLA.

The Customer is informed that they may request the Seller to provide specific training services for using the MyRED Service if they deem it necessary.

The Customer is informed that technical or legislative changes may, at any time, make the features of the MyRED Service unsuitable. The Seller, if the Customer has subscribed to a service related to the Contract, will supply an update to the MyRED Service to comply with new technical or legal requirements.

The Customer is also informed that the evolution of technologies, legislation, and customer demand may lead the Seller to implement updates to the MyRED Service, which may involve changes to the SLA.

As a result, all or part of the Customer's Equipment necessary for the proper functioning of the MyRED Service, in its initial configuration, may not support an update of the MyRED Service, and the Seller cannot be held responsible for this.

It is the Customer's responsibility to ensure that their environment and technical setup are consistently aligned with the SLA recommendations required for the proper functioning of the MyRED Service in its latest version. For this purpose, they may request specific services from the Seller to assist them in these efforts.

11. ORDERS AND DELIVERY

Order

The Seller remains the owner of the Equipment enabling the proper functioning of the MyRED Service until full payment of the price agreed in the article FINANCIAL CONDITIONS of these GTS.

However, the Customer will bear all risks of loss, damage, destruction, liability, or any kind of damage to the deliveries, which they are responsible for safeguarding from the date of delivery until full payment is made.

The Customer guarantees that all elements provided to the Seller that served as the basis for configuring the MyRED Service are complete, accurate, and truthful.

Given the expected results from the use of the MyRED Service by the Customer, the Seller cannot be held responsible for any consequences arising from errors, inaccuracies, or lack of completeness in the elements supporting the configuration of said MyRED Service.

Without specific contract between the Parties regarding the expected performance of the MyRED Service, the Customer acknowledges that all information provided in the commercial documents delivered to them prior to the order was given for informational purposes only and does not create any mutual commitment.

Any Order confirmed by the Customer is considered final and binding between the Parties.

Any request to modify the Customer's Order after said confirmation will be subject to the express agreement of the Seller.

Delivery

The Customer will, under his sole responsibility, install the MyRED Service and implement it, unless a specific service is provided by the Seller.

Upon receipt of delivery, the Customer is required to inspect the Equipment necessary for the proper functioning of the MyRED Service immediately after delivery. Any apparent damage to the Equipment or missing Equipment must be noted on the corresponding delivery note.

The Customer is required to verify the compliance of the delivered Equipment with the SLA recommendations necessary for the proper functioning of the MyRED Service. No later than five (5) working days after delivery, the Customer agrees to notify RED HORTICULTURE in writing of any non-conformity, damage, or apparent defect. Otherwise, any claim related to such issues will be void.

If the Seller does not receive notification within the aforementioned time frame, the Equipment is deemed to be in conformity in terms of quantity and quality to the Order. In the event that a non-conformity defect is discovered, requiring the return of all or part of the Equipment to the Seller, the Customer agrees to arrange with the Seller a pick-up date within seven (7) working days.

On this date, the Seller will organize the retrieval of the Equipment.

If the Customer cannot be contacted within the mentioned seven (7) working days, the transport and shipping costs for the defective Equipment will be borne by the Customer.

If, after an additional seven (7) working days beyond the initial seven (7) days, the

Customer has still not contacted the Seller to arrange a pick-up of the defective Equipment, without prior notification, the Equipment will be deemed in conformity with the quantity and quality of the Order.

12. WARRANTIES OF THE MYRED SERVICE

For any matter related to this article, the Customer is invited to contact the Seller at the following email address: support@horticulture.red.

The warranty of the Equipment inherent to the proper functioning of the MyRED Service will be provided in accordance with the provisions of the GTC-S that the Customer has accepted.

In the absence of signing a SPA including contrary provisions, all estimated performances indicated in the commercial documents provided to the Customer by the Seller represent an average expected performance and do not constitute a claim for specific performance of the MyRED Service.

The same applies to the expected performance of the Equipment.

In any case, regarding defects, non-conformities, or defects as mentioned above, the Customer agrees to maintain the confidentiality of the DATA CONFIDENTIALITY article of these GTS.

This provision applies whether or not the Customer has invoked the warranty to which the Seller is committed.

This confidentiality includes all information, data, reports, and results arising from the implementation of said warranties.

Any breach of this obligation will automatically trigger, without the need for prior notice from the Seller, the application of the "PENALTY CLAUSE" article of these GTS.

Throughout the duration of the Contract, the Seller guarantees the Customer against any action for infringement resulting from the use of the MyRED Service.

To benefit from this warranty, the Customer agrees to:

- Inform the Seller of any infringement claim related to the MyRED Service;
- Provide the Seller with all necessary elements, information, and assistance to properly defend its interests;
- Not negotiate directly with the third party involved or its representatives without the prior consent of the Seller;

The Seller does not guarantee that the MyRED Service will be free of any defects, hazards, anomalies, or interruptions but commits to remedy, with all reasonable diligence expected by professional standards, any anomalies of the MyRED Service reported by the Customers compared to the technical documentation provided to them by the Seller.

The Seller does not guarantee the MyRED Service's ability to meet objectives set by the Customer or to perform specific tasks that motivated the Customer's decision to computerize.

The Seller shall not be held liable for any malfunction of the MyRED Service caused by a non-conformity or damage to the Equipment.

However, concerning the Equipment necessary for the proper functioning of the MyRED Services, if the warranty under the article "EQUIPMENT WARRANTY" of the GTC-S is still valid, unless otherwise stated in the Customer's Order, the Seller commits to returning the affected Equipment within seven (7) working days.

Within the aforementioned time frame, the Seller shall not be held responsible for the unavailability rate resulting from such non-conformity or damage to the Equipment. If the return of the aforementioned Equipment is not made within the allotted time, the Seller will be held liable under the article "RESPONSABILITY" article of these GTS.

To the extent permitted by law, the remedies provided in this article constitute the Customer's sole recourse in terms of service guarantees, with any other warranty recourse being excluded by nature.

The Customer guarantees the Seller against any action from a third party resulting from the use of the MyRED Service made available to the Customer under this Contract.

In this regard, the Customer will bear all costs, damages, and interest to which the Seller could be condemned.

13. DURATION OF THE CONTRACT

Unless, through the order form or quote signed by the Customer, the Parties agree otherwise, in the case of the Customer is engaged monthly, quarterly, or any other determined periodicity, the services are concluded for a fixed duration of twelve (12) months and will take effect from the date of the accepted quote by the Customer (in case of omission, on the day of the first invoice issued by the Seller).

Upon expiration, the Contract will be automatically renewed for a period of the same duration unless terminated by either Party under the conditions set forth in the article "EARLY TERMINATION" of these GTS.

At the beginning of each following calendar year, the prices for the aforementioned services will be adjusted in accordance with the SYNTEC index, based on the following formula:

$P1 = P0 \times (S1/S0)$	P1 : The revised price P0 : The initial contractual price S0 : The SYNTEC reference index used from the original contractual date S1 : The most recent index published at the revision date
--------------------------	--

For services that do not meet the definition of the previous paragraphs of this article, these GTS and its ancillary agreement shall take effect upon the acceptance of the quote by the Customer and shall end once the Parties have fulfilled all their obligations under the Contract, or in accordance with the provisions of the article "EARLY TERMINATION" of these GTS.

14. FINANCIAL CONDITIONS

The Services are supplied at the prices and under the terms accepted by the Customer at the time of signing the Order.

The Customer acknowledges having a complete understanding of all the applicable prices for the Services provided by the Seller and having made their choice in an informed manner based on their needs.

Any payment will result in the issuance of an invoice on headed paper from the Seller, including all the legal and regulatory information required by law.

The prices are expressed and understood in Euros. The prices are indicated both excluding VAT and including VAT.

The reference prices that are binding between the Parties are the prices excluding VAT.

Processing, shipping, transport, and delivery costs are additional to the price of the Equipment and will be specified to the Customer before the Order is validated.

All invoices are payable according to the deadlines and other details specified on the documents.

Unless otherwise agreed by the Parties, the billing for service provisions involving the Customer on a monthly, quarterly, or any other determined periodicity will be done annually, due in advance.

The Seller reserves the right to issue invoices electronically and, with the Customer's consent, to set up automatic payments.

The first billing for the Services will occur upon delivery by the Seller of the Equipment necessary for the proper functioning of the MyRED Service, with the delivery presumed to correspond to the billing date for the granting of usage rights.

Payment for the Equipment will be made in accordance with the terms of the General Sales Conditions (CGV) accepted by the Customer.

Unless stated otherwise, the billing for the aforementioned Services will be carried out by the Seller based on civil calendar periods, not anniversary periods. If applicable, the first and/or last billing will be issued on a pro-rata basis.

The Seller reserves the right to modify the payment terms, including for ongoing Orders, if the financial situation of the Customer deteriorates, as assessed by a third-party organization, or in the case where the cumulative value of ongoing business exceeds the financial coverage authorized by credit insurance.

The Parties acknowledge that, except in cases of EARLY TERMINATION and FORCE MAJEURE as outlined in these GTS, all the invoices sent to the Customer will be fully acquired by the Seller and, as a result, cannot be refunded.

Unless otherwise specified, no discount will be granted for early payments.

Unless otherwise specified by the Seller, the Seller retains ownership of the delivered Equipment until full payment of the price by the Customer.

If the invoicing conditions allow, in accordance with the provisions of the article "DURATION" of these CGS, the prices of the services are subject to automatic revision based on the SYNTEC index, taking into account the last twelve (12) months known at the date of implementation of the indexation, with the understanding that this rate cannot be less than 3%.

In the event of the disappearance of the SYNTEC index, it will be replaced by the closest index.

The reference currency of the Seller is the Euro.

Exchange rates are the responsibility of the Customer.

In the event that the conversion between Euro and the Customer's reference currency varies by more than five (5) % between the placement of the order and the invoicing to the Customer, the Parties acknowledge that this impact on the sales price can be automatically passed on to the Customer's invoices without prior notice, in the amount of the difference observed.

If the Customer uses a third-party payment method, they guarantee to the Seller that they have the necessary rights to use the said payment method, even if they are not the holder of it.

Any Order is due in full by the Customer.

Unless specifically stated on the invoices, the Parties agree that they are due immediately upon maturity.

The Customer agrees to provide their bank details (IBAN and BIC) and to complete the SEPA Mandate in either paper or electronic form.

The Seller cannot be held responsible for any malpractices or fraudulent use of any payment method.

15. LATE FEES

In the event of the Customer fails to meet its payment obligation under the conditions of the article FINANCIAL CONDITIONS of these GTS, late payment penalties are due.

The Parties agree that the interest rate is equal to three times the legal interest rate in force, without the need for any formal notice.

The formula for calculating the penalties is: Late payment penalties = [(rate) x amount including tax] x [number of days late / 365].

Late payment will result in the immediate due date of all amounts owed to the Customer by the Seller under the Order, without prejudice to any other action the Seller may take against the Customer in this regard.

The Customer is also liable for a fixed compensation of forty (40) euros for recovery costs, and the payment of this amount does not preclude the Seller from claiming the full costs incurred by this process.

16. RESPONSABILITY

Each Party will be responsible for the proper execution of their obligations under the Contract.

Each Party therefore undertakes to promptly inform the other of any delay concerning execution's failure of the Contract, in order to prevent any harm to anyone.

Subject to gross negligence or fraudulent intent, the Seller cannot, under any circumstances, be held liable to the Customer when the services provided are in accordance with the services ordered. In the case of non-compliance, it is the Customer's responsibility to provide proof.

Except for the case of Force Majeure, the total liability of the Seller and its employees, concerning any breach, negligence, or fault identified during the execution of the Contract, shall not exceed the amount of the annual sum paid by the Customer in the previous year (n-1) for the services in question, and in no case shall it exceed the sum of €5,000, to cover claims of any nature (including interest and costs), regardless of the number of claims, legal grounds, or Parties involved in the dispute.

This provision does not apply to liability for death or personal injury, nor to any other liability that cannot be excluded or limited by law.

The Parties acknowledge that the Seller's liability only concern the direct damages arising from the Seller's faulty performance of this Contract or caused to the Customer resulting from its faults or negligence (excluding any Force Majeure event under the article FORCE MAJEURE of the GTS or any improper use of the service by the Customer not in accordance with the Seller's recommendations).

The Seller and its insurers are not liable for indirect damages, loss of opportunity, or expected profits, nor for the financial consequences of any actions potentially brought by third parties against the Customer.

Indirect damages include, but are not limited to, loss of business, loss of profits, or any other financial loss resulting from the Customer's use or inability to use the MyRED Service or from any failure in the provision of services, damage to reputation, as well as any loss or deterioration of information for which the Seller cannot be held responsible. Any damage suffered by a third party is considered indirect damage and therefore does not entitle the Customer to compensation.

The Customer must take all necessary measures to protect their information system and backup their data, particularly in relation to protection against viruses, worms, and other intrusive malicious processes.

The Seller cannot be held responsible for any contamination of the Customer's files by viruses or any harmful consequences of such contamination.

Furthermore, the Seller expressly excludes any liability for delays attributable to the Customer in fulfilling his contractual obligations.

The Customer, as a professional, acknowledges receiving all necessary information to make an informed decision about the services they have chosen. In the event of any post-order mismatch, the Seller cannot be held responsible, and the Customer is not relieved of his payment obligation.

17. EARLY TERMINATION

Early termination

The Seller reserves the right to terminate the terms of the Contract:

- In case of breach by the Customer of any of its contractual obligations.
- In case of non-payment in accordance with the provisions of the article FINANCIAL CONDITIONS of these GTS.
- In case of a technical difficulty beyond the control of the Parties that is likely to fundamentally disrupt the balance of the Contract, making it impossible for the Seller to perform the sale.

In the event of the Customer's failure to fulfill their payment obligation under the terms of the article FINANCIAL CONDITIONS of these GTS, the Seller reserves the right, fifteen (15) days after sending a formal notice to pay, by registered mail, remained partially or fully ineffective, to suspend access to the MyRED Service or any other ongoing service until full payment of the amounts owed and/or to terminate the current Contract automatically without the need for further notice.

The Customer has the option to terminate the offer to which they have subscribed by sending the Seller a written notice via registered mail with acknowledgment of receipt, observing a notice period of six (6) months before the anniversary date of their subscription period, in accordance with the provisions of the article DURATION section of these GTS.

It is understood between the Parties that all expired periods for which no formal termination has occurred remain fully payable, unless otherwise agreed by the Parties. The termination of the service contract does not relieve the Customer from his financial obligations to the Seller for all services already provided, including the provision of the MyRED Service.

In the event of an occurrence falling under the article FORCE MAJEURE of these GTS, the Parties are entitled to request early termination in accordance with the provisions of this article.

The judicial liquidation of either Party automatically leads to the early termination of this agreement, without the need for prior written notice.

Early termination consequences

Outside the cases described in the aforementioned article FORCE MAJEURE, it is agreed between the Parties that all amounts already invoiced to the Customer remain fully acquired by the Seller, unless the Parties agree otherwise.

At the end of the Contract, for any reason, the Customer agrees to pay the Seller any amounts still owed to the Seller in accordance with the provisions of the article FINANCIAL CONDITIONS of these GTS.

At the end of the Contract, for any reason, the Parties acknowledge that they are not released from the obligations under the articles INTELLECTUAL PROPERTY and DATA CONFIDENTIALITY of the GTS, for a period of ten (10) years following the expiration of the Contract, unless the terms of the aforementioned articles provide otherwise.

In the event of early termination for any reason, the Parties agree to return the reciprocal Confidential Information within fifteen (15) days after one of the Parties requests it.

At the end of the Contract, for any reason, the Parties shall refrain from any conduct that could harm the interests, image, or reputation of the other Party.

18. INTELLECTUAL PROPERTY

This Contract does not transfer any intellectual property rights, of any kind, to the Customer.

The Seller holds all intellectual property rights related to the MyRED Service, its documentation, and updates provided in the performance of the Service. The Parties acknowledge that only the Seller has the right to distribute and/or sublicense it.

The MyRED Service is provided to the Customer under this agreement and remains the full and exclusive property of the Seller.

Any reproduction, distribution, recording, fixation, or total or partial exploitation of the Confidential Information exchanged between the Parties outside the conditions established under this Contract is strictly prohibited and constitutes an act of infringement.

Any reproduction, distribution, recording, exploitation, modification, alteration, or revision of the programming code or any other element related to the MyRED Service received by the Customer is strictly prohibited and constitutes an act of infringement.

Any modification, alteration, revision, or dissection of the Equipment received by the Customer with the aim of concealing its ownership by the Seller constitutes an act of infringement.

Any reproduction, distribution, recording, fixation, or total or partial exploitation of the name 'RED' or any other name attached to the Seller, logos, domain names, trade names, or trademarks associated with the Seller's Equipment requires the Seller's prior consent.

19. DATA CONFIDENTIALITY

To the extent that this Confidential Information is not already known prior to the Contract or made public by the Parties after the signing of the Contract, any information exchanged between the Parties in the context of the said Contract, the knowledge of which by third parties could harm one or both of the Parties, will be considered strictly confidential.

The use of all Confidential Information exchanged between the Parties during the term of the contractual relationship is strictly limited to the purpose of the Contract as defined between the Parties, and any other use is expressly prohibited.

In accordance with Regulation 2016/679 of the European Parliament regarding the protection of individuals with regard to the processing of personal data, the Parties will take all necessary precautions and implement all technical, logistical, and physical measures to ensure the security, integrity, and confidentiality of the Confidential Information and, in particular, to protect it from any accidental or unlawful destruction, accidental loss, alteration, disclosure, or unauthorized access, and from any other form of unlawful processing.

Each Party holding Confidential Information agrees, for the duration of this Contract and for five (5) years after its expiration, to:

- Use and process the Confidential Information only for the purposes necessary for the proper performance of the Contract;
- Limit the disclosure of the Confidential Information to only those individuals within its organization, or, if applicable, to external service providers, who genuinely need to know it, restricting the disclosure to the strictly necessary information, and ensuring they are bound by the same confidentiality obligations as the Parties concerning this information;
- If third parties are involved, ensure they are subject to the same confidentiality obligations under the same conditions, or, in the absence of a confidentiality agreement with the concerned third parties, ensure compliance with the secrecy by all its partners, whoever they may be, and

accept all direct and indirect consequences resulting from the disclosure of the Confidential Information;

- Maintain a record if the conditions of Article 30(5) of the Regulation are met;
- Take all necessary measures to prevent any misuse or fraudulent use of the data, documents, and information processed;
- Implement appropriate technical and organizational measures to ensure a level of security for personal data that is adequate to the risk and to prevent it from being altered, damaged, or disclosed to unauthorized persons;
- Refrain from using the Confidential Information directly or indirectly for commercial purposes or for any other use outside the scope of this Contract, or from exploiting it for its own benefit;
- Not use the name of the other Party or any commercial element that could identify it without prior express consent;
- Not acquire any patent of any kind arising from the knowledge gained through the Confidential Information.

If, however, information is disclosed to third parties, the Parties agree to:

- Notify the other Party by any means of any data breach within a maximum of forty-eight (48) hours after becoming aware of it;
- Inform the competent authorities within a period compliant with Article 33(1) of the Regulation;
- Assist the other Party in analyzing the impact of this breach with the help of the competent supervisory authority;

Confidential Information ceases to be considered confidential between the Parties when the information becomes public, accessible to the public, or falls into the public domain, or when its disclosure is mandated by a competent legal or administrative authority.

The burden of proof for any of these exceptions lies with the defendant.

In case of a dispute, the Customer and the Users also have the right to file a complaint with the CNIL (French Data Protection Authority).

The Parties acknowledge that the unauthorized disclosure of Confidential Information may cause irreparable harm to the other Party, for which financial compensation alone would not be an adequate remedy.

As a result, the harmed Party is entitled, without waiving any other available rights or remedies for financial compensation, to impose on the other Party any temporary measures necessary to limit or mitigate the damage suffered.

20. PENALTY CLAUSE

As a penalty, in the event of a breach by either Party of all or part of its obligations under the article "WARRANTY OF THE EQUIPMENT", "INTELLECTUAL PROPERTY", and "CONFIDENTIALITY OF DATA" of these GTS, a fixed indemnity of fifty thousand (50,000) euros will be due automatically to the other Party after a period of fifteen (15) days following receipt of written notice from the injured Party, without prejudice to the compensation for the damage suffered by the injured Party.

21. DATA RESTITUTION

At the end of their collaboration, the Parties agree to return, if applicable, all documents, materials, or other media acquired by the other Party during the contractual relationship, with the exception of a copy that they may retain for their legal records.

The working documents prepared in the context of the sales under this Contract are the property of the Seller and are covered by professional secrecy.

22. TRANSFERABILITY AND SUBCONTRACTING

This Contract is concluded *intuitu personae* and may not, under any circumstances, be assigned or transferred, nor the rights and obligations contained herein, to any person, in any form, by either Party, without the express, prior, and written consent of the other Party.

However, the Seller reserves the right to assign or transfer its rights and obligations under these GTS, without formalities, in the case of the sale of a business or a branch of business, a partial asset transfer, or a merger. In such a case, the acquiring company will be substituted for the Seller in the performance of its obligations. The Customer expressly acknowledges that the acquiring company will become its contracting party. The Customer agrees that the Seller may, freely and without prior formality, subcontract all or part of its obligations under this Contract. In the event of subcontracting, the Seller will remain solely responsible for the proper fulfillment of the obligations undertaken under the Contract.

23. FORCE MAJEURE

Any circumstance beyond the control of the Parties, meeting the definition of Force Majeure as outlined in the article "DEFINITIONS" of the GTS, that prevents the execution of their obligations under normal conditions, or that may cause delays in their execution, shall be considered as a cause for exemption from the Parties obligations and shall result in the suspension of these obligations.

The Parties acknowledge that the occurrence of such an event releases them from liability under the article "RESPONSABILITY" of these GTS.

In any case, the Parties will make reasonable efforts, in good faith, to take all possible measures to continue the execution of the Contract.

If the Force Majeure event is of such nature that it permanently prevents the completion of the Contract, the Contract may be terminated in accordance with the article "EARLY TERMINATION" of the GTS by the Parties.

24. VARIOUS ARTICLES

Notifications of MyRED Service

By accepting the terms of these GTS, the Customer acknowledges and agrees that all Users connected to them may, if they individually accept, receive notifications regarding the use, updates, and developments of the MyRED Service.

However, they may revoke their acceptance at any time by sending a notification through the MyRED Service.

Independence of the parties

The Parties expressly declare that they are and will remain, throughout the duration of the Contract, independent business and professional partners.

Good faith and cooperation

The Parties commit to always act towards each other as loyal partners in good faith, and in particular, to inform each other of any difficulties they may encounter in the execution of the service contract, as well as to cooperate for its proper execution.

Renonciation

Failure by either Party to exercise a right under this Agreement does not in any way mean that they waive their right to enforce that right.

Full agreement

Terms and Conditions supersede and replace any prior written or verbal agreement having the same subject matter concluded between the Parties.

Insurance

The Parties agree to have mutually subscribed to a professional liability insurance policy covering all risks that may arise from the performance of this Contract.

Titles

In case of difficulty in interpreting the headings at the beginning of the articles, the headings shall be considered as non-existent.

Nullities

The possible nullity of any provision of this Agreement shall not result in the nullity of the entire Agreement, unless the nullity concerns a substantial provision of the Agreement.

Domicile election

For the performance of the entire agreement and its consequences, the Parties choose their domicile at the addresses mentioned in the Agreement.

Litigation

This Agreement is entirely governed by French law.

In the event of a dispute following the signing of this Agreement, the Parties will prioritize an amicable resolution.

In the absence of an amicable resolution, for Customers whose domicile is located in the Netherlands, the Parties acknowledge the jurisdiction of the Commercial Court of Rotterdam (Netherlands).

In the absence of an amicable resolution, for all the other Customers, the Parties acknowledge the jurisdiction of the Commercial Court of Lyon (France).