

## **GEOCONCEPT SAS END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**

### **1 DEFINITIONS**

Under the terms and conditions of this agreement the expressions below shall have the meaning assigned in its definition, as follows:

«Bug»: a fault in the software that manifests as a permanent and reproducible dysfunction, that is, as an operational malfunction within the software preventing it from functioning as described in the accompanying documentation, and that cannot be ascribed to incorrect utilization on the part of the Licensee or any other user, whether authorized or not;

«Order or Product proposal»: any document that constitutes the order issued by the Licensee and accepted by GEOCONCEPT SAS or by one of its distributors, or constituting the commercial products and services offering as drawn up by GEOCONCEPT SAS or by one of its distributors and accepted by the Licensee;

«Map»: collection of geographic data arranged in a systematic or methodical manner with a view to being used by certain GEOCONCEPT SAS Software products

«DataPack»: collection of geographic data arranged in a systematic or methodical manner with a view to their utilization by certain GEOCONCEPT SAS Software products

«Documentation»: electronic documentation as supplied with the Software product;

«Geocoding»: address handling for the purpose of associating geographic coordinates to addresses;

«Geocoder»: one of the geocoding Software products published by GEOCONCEPT SAS;

«Geoconcept Web»: one of the Software products published by GEOCONCEPT SAS and used for the purpose of creating Internet, Intranet or Extranet portals as well as for the deployment of geographic web services;

«GEOCONCEPT SAS»: the publishing company that produces and distributes the Software products that are the subject of this license;

«Graph»: collection of geographic data arranged systematically or methodically for the purpose of being used by certain software products published by GEOCONCEPT SAS and designed to handle calculations applied to road networks or other mapped networks;

«Install»: the act of copying the Software product to the hard disk of a computer, or to any other similar storage device. The installation is performed by the Licensee under their own responsibility;

«Licensee»: the legal person who subscribes to an order directly with GEOCONCEPTS SAS or with one of its distributors, this order having been accepted by GEOCONCEPT SAS;

«Module»: standard component offering additional functionalities complementing the functionalities of the Software product;

«SmartLabel Editor Module for Geoconcept»: one of GEOCONCEPT SAS's Software products enabling the dynamic optimization of the positioning of an odonym, a series of toponyms, or items of textual or symbol information on map;

«Software product»: any Software product for which GEOCONCEPT SAS holds intellectual property rights. The term 'Software product' denotes executable programs documented and designed by GEOCONCEPT SAS for the purpose of being distributed to several Licensees with a view to their same application, or to perform the same function, and fulfilling standard requirements, such as those described in their accompanying documentation. The term 'Software product' also refers to modules and extensions associated to the Software, and any other intangible element that can be installed by the Licensee.

«Resource»: a person (goods deliverer, technician, sales representative, etc.), a vehicle (car, van, HGV, etc), a mobile object, etc. for whom the Software product optimizes the planning of appointments or journeys;

«GDPR»: General Data Protection Regulation, European regulation 2016/679 relating to the protection of individuals regarding the processing of personal data and the free movement of these data;

«Site»: The Licensee's premises where the Software product is installed and/or used;

«Reference table»: file of geographic data that may be supplied with the Software product, in particular UGC in order to enable the deployment of geocoding;

«UGC»: Universal Geocoder, one of the geocoding Software products published by GEOCONCEPT SAS;

«Users»: the staff of the Licensee and any other physical persons that are staff members of the Licensee, that is to say under the direct or indirect authority of managers of the Licensee, and who exercise the utilization rights defined in this license agreement;

«Major release»: transition to, and issue of, a new version of the Software product characterized by a substantial revision of its functionality;

«Minor release»: transition to, and issue of, a new version of the Software product characterized by the correction of certain bugs that have been identified and proven to exist, or minor changes to the functionality set;

«Penultimate version»: Full version of the Software product marketed by GEOCONCEPT SAS preceding the marketing of the Latest version;

«Latest version»: Full version of the Software product marketed by GEOCONCEPT SAS preceding the request for intervention under the terms of the present license;

«Geographic zone»: geographic zone for which the Licensee is authorized to use the Software product, whereby all analyses and treatments performed by the Licensee using the Software product are restricted exclusively to geographic information or data included in this zone (for example, a country or a group of countries, a region, a town, etc.).

## 2 Purpose and scope of the agreement

2.1 The present license defines the terms and conditions under which GEOCONCEPT SAS grants the Licensee the right to use the Software product and undertakes to maintain the said Software product.

## 3 Right to use

3.1 GEOCONCEPT SAS grants the Licensee, who accepts, the right to use the Software product in object code, for the duration as stipulated in the product Order or Product proposal, for their own personal use, on a non-exclusive, non-assignable and non-transferable basis, and subject to the conditions stipulated by the present license agreement, with the exception of the application of terms and conditions stipulated in the paragraph entitled Non-assignment.

3.2 The detailed description of the right to use is given below.

#### 4 Effective date and term

4.1 Where the Software product End User License is of the Leasing type, the right to use the Software product is granted for a limited duration in consideration of the payment of the licence fee for each leasing period, also defined on the Order or Product proposal for the Site, the number of users, the number of Resources and the Geographic zone, and where applicable, with the DataPack, Maps, Graphs or Reference tables specified in these documents.

4.2 Where the Software product End User License is of the Annual Right of Use type, the right to use the Software product is granted for a limited duration in consideration of the payment of the license fee or entry rights dues or charges for the first year, and annual utilization right fees or charges for subsequent years, as also stipulated on the Order or Product proposal, for the Site, the number of users, the number of Resources and the Geographic zone and where applicable with the DataPack, Maps, Graphs or Reference tables specified in these documents.

4.3 In any other cases, the right to use the Software product is granted for an indefinite period in consideration of the payment of a flat-rate fee as stipulated in the Order or Product proposal, for the Site, the number of users, the number of Resources, and the Geographic zone and where applicable, with the DataPack Maps, Graphs, or Reference tables stipulated in these documents. The license is then considered to have been acquired by the purchaser and is therefore a proprietary license.

#### 5 Maintenance

5.1 GEOCONCEPT SAS will provide the Licensee with maintenance services enabling them to benefit from updates to the Software product and technical support.

5.2 In the framework of a lease type license, or a license with annual rights to use, the Licensee will benefit from maintenance services on condition that the right to use the Software product has not expired.

5.3 In the case of a proprietary license, the Licensee must subscribe separately to a maintenance contract, described in section 9, if they wish to have access to the standard maintenance services as offered to other types of license holders.

5.4 GEOCONCEPT may also offer premium maintenance services, the general terms and conditions of which are different from those described in the present license agreement. Access to premium maintenance services must be the subject of a separate contract and is not covered by the present license agreement.

#### 6 Acceptance of the license terms and conditions of the right to use and maintenance services

6.1 The Licensee's acceptance of the terms and conditions of the present license is considered to date from the moment the Licensee exercises any of the rights granted by the license.

## 7 Effective date and renewal of rights to use or maintenance services

7.1 When the Software product license is of the lease or Annual utilization rights type, the license takes effect for twelve months starting on the date on the invoice addressed to the Licensee, unless the invoice stipulates otherwise. The license is automatically renewed (tacit renewal) for subsequent periods of twelve months, unless notice of termination is sent either by GEOCONCEPT SAS or by the Licensee, by registered mail, at least three months before the current annual period is due to expire. If the license is renewed for twelve subsequent months, the Licensee will pay according to the terms and conditions stipulated in the invoice for fees relating to the renewal of annual or leasing rights. In the event of non-payment of the same, the Licensee will no longer be authorized to use the Software product, nor any component associated to it, such as the DataPack, Maps, Graphs or Reference tables, and will no longer be able to benefit from the associated maintenance services.

7.2 In the case of a proprietary license, the license takes effect at the time of acceptance of the terms and conditions, and for an indefinite period of time, unless termination of the license as described in the paragraph of this license entitled Termination by GEOCONCEPT SAS should apply, or if the license is terminated by mutual agreement by the parties, for example if the Software product that is the subject of this license is replaced by another Software product supplied by GEOCONCEPT SAS, including in SAAS mode, a new license or a service in SAAS mode that takes the place of the existing license.

7.3 Where the Licensee has subscribed separately to maintenance services, this will take effect on the start date indicated on the invoice addressed to the Licensee. This access is extended automatically by tacit renewal for subsequent periods of one year, unless notice of termination is sent by one or the other party by registered mail, at least three months before the end of the current contractual period.

## 8 Description of the Right to use the Software product

### 8.1 General points

GEOCONCEPT SAS grants the Licensee the right to use the Software product in the exact conditions described below, to the exclusion of any other type of utilization, and as follows:

- in accordance with its destined purpose, as described in the Order or Product proposal and in the Documentation;
- for the Number of users or Resources, and for the geographic zone indicated on the Order or Product proposal;
- in accordance with the present dispositions as well as with the regulations and security instructions, for the utilization and correct functioning contained in the Documentation;
- exclusively with the DataPack(s) supplied with the Software product by GEOCONCEPT SAS, or by one of their distributors as described in the Order or Product proposal.

Only those Modules listed on an Order or Product proposal may be used and installed under the present license.

### 8.2 Limitations

The Software Product must be used solely for the personal use and needs of the Licensee, to the exclusion of any other utilization, and notably any commercial utilization, direct or indirect, which would require the prior express agreement of GEOCONCEPT SAS.

8.2.1 The following are in particular not authorized, except where prior consent has been obtained from GEOCONCEPT SAS:

- any utilization for the production of Maps in formats used by GEOCONCEPT SAS Software Products, maps, or reports that are either printed, or inserted in electronic documents, of files containing data or analyses reproducing the results of the utilization of the software product, as well as any utilization, adaptation, translation, summary or synthesis of these elements made available or supplied to any third party that is not an authorized User of the Software Product under the terms of the present license contract subscribed to by the Licensee, except with the prior consent of GEOCONCEPT SAS;
- the utilization of the Software product, consisting of or including any utilization of Geoconcept Web, with a view to offering a service, whether remunerated or not, to users is not authorized by the present license, without prior written consent on the part of GEOCONCEPT SAS;

8.2.2 The right to use the Software product is granted for the version available at the date of acceptance of the Order by GEOCONCEPT SAS, or at the date of acceptance of the Product proposal by the Licensee.

8.2.3 Any utilization that has not been expressly authorized by the present license, or is not in conformity with the destination of the software or its Documentation, or to the dispositions of the Intellectual Property Code, is illicit, or illegal

8.2.4 Therefore the Licensee may not:

- Reproduce the Software and the Documentation by any means, except to make a single back-up copy for security purposes, this copy being useable only in the event of a malfunction of the copy installed on the computer;
- Create any representation, distribute or market all or part of the Software product, whether supplied free of charge or in return for payment;
- Make available to any third party, either directly or indirectly, all or part of the Software product or its documentation, either free of charge, or in return for payment, notably through a rental or leasing arrangement, or by hiring, lending, or transferring;
- Utilize all or part of the Software product or its Documentation for the purpose of designing, creating, distributing or marketing a similar software product that would in any way constitute an equivalent or substitute;
- Adapt, modify, transform or arrange all or part of the Software product, notably with a view to creating functionalities that are derived or new, for a software product and/or for a derived or entirely new software product, except through utilization of the development kits marketed by GEOCONCEPT SAS for which the Licensee is the legitimate owner of a software license. Under the terms of this license, the Licensee recognizes that these derived or new functionalities created by means of the cited development kits marketed by GEOCONCEPT SAS necessarily incorporate items of intellectual property of which GEOCONCEPT SAS is the owner, and that the utilization of these functionalities, whether derived or new, is subject to the terms and conditions defined in the present license agreement;

- Perform any transcription, direct or indirect, or translation into other languages of the Software product, nor undertake any modification, even partial, with a view notably to a utilization on any hardware other than that described in the Documentation.

8.2.5 All or part of the Software product shall only be installed on a single computer per End User license granted and in accordance with its intended purpose. All or part of the Software product shall not be shared between multiple workstations, or executed remotely, except by prior agreement with written consent from GEOCONCEPT SAS. The Licensee undertakes to keep an updated list of names of current Users authorized to use the software, that will be communicated to GEOCONCEPT on request

8.2.6 The Licensee undertakes to keep an updated list of names of current Users authorized to use the software, that will be communicated to GEOCONCEPT on request.

8.2.7 The Geographic zone is defined in the Licensee's Order or Proposal in conformity with the nomenclature and prices established by GEOCONCEPT SAS. The geographic footprint covered by the DataPack, the Map or the Reference table that have been delivered to the Licensee may, in certain cases, extend beyond the boundaries of the Geographic zone, but this does not grant the user the right to utilize the Software product outside the Geographic zone as defined.

8.2.8 The number of resources is defined as the sum of all current or future Resources, working directly or indirectly for the account of the Licensee, and whose journeys will benefit from calculations performed by the Software product. If particular conditions explicitly specify this in the case of a license that is a so-called «group» license, the Licensee may be authorized to install the Software product on several workstations, so long as the sum of the Resources handled on each workstation installed does not exceed the total number of Resources authorized by the license.

8.2.9 The Licensee is not authorized to handle optimizations for a total number of Resources that exceeds the maximum number of Resources as authorized by the license over several sessions, even where each individual session only handles a proportion of the overall permitted number of resources.

8.2.10 The Licensee confirms they are informed of the existence of a protection system limiting the number of resources authorized on each workstation.

8.2.11 The DataPack(s), Map(s), Reference Table(s) supplied with a GEOCONCEPT SAS Software product may only be used with this Software product in the framework of the present license, and to the exclusion of any other software product. The right to use the DataPack, the Map or the Reference table terminates at the point in time when the license expires or is terminated. The data contained in the DataPack are, in other respects, subject to utilization rights.

8.2.12 Where the Software product requires activation following installation in order to be used, the means to activation is supplied to the Licensee in the form of a software key according to the physical characteristics of the computer on which installation takes place. Any change in computer on which the Software product is installed will require the customer to obtain a new activation key.

8.2.13 GEOCONCEPT SAS accepts responding to a reasonable number of requests for new keys to enable re-installation of the Software product on a new computer, and this is included in the framework of the maintenance services provided. Where the Licensee has not subscribed to a contract for maintenance services, any change in computer requiring a new key will be chargeable, and therefore invoiced to the customer.

8.2.14 If the license is of the leasing or annual rights to use type, GEOCONCEPT SAS cannot be held responsible for indirect damages incurred if the customer does not validate renewal of their license via payment or order before the renewal date.

8.2.15 If the Licensee has subscribed to a maintenance contract, GEOCONCEPT SAS cannot be held responsible for indirect damages incurred if the customer has not validated the renewal of this maintenance contract through a payment or order before the renewal date.

### 8.3 Access to Bing Maps for Enterprise (Virtual Earth) data published by Microsoft ®

8.3.1 Access to Bing Maps for Enterprise data is subject to the Licensee acquiring a specific license and the acceptance of certain conditions for utilization (End User Terms) for Bing Map for Enterprise data.

8.3.2 The service for accessing Bing Maps for Enterprise data from Microsoft® requires the use of a licensing web service hosted by GEOCONCEPT SAS. This web service does not transfer any personal data. The only regular communication with GEOCONCEPT SAS consists of an ID for the contract and the number of hits performed by the Licensee since the last communication. The Licensee undertakes to enable this communication within their IT infrastructure, and in the absence of such an arrangement, the Licensee will be considered to be in breach of contract, and GEOCONCEPT SAS cannot be held responsible for any malfunction or be liable in the event of any complaint or claim.

### 8.4 Specific obligations

8.4.1 In the event that the Licensee wishes to decompile GeoConcept with the aim of achieving interoperability, they shall inform GEOCONCEPT SAS so the parties can jointly agree on the way the work should be undertaken.

8.4.2 Because of the technical complexity of the Software product, and the necessity for the company GEOCONCEPT SAS to ensure the coherence of all of its products, the latter reserves the right to correct any bugs discovered in the Software product.

8.4.3 The authorized back-up copy of the software described above shall reproduce the copyright notices showing ownership by GEOCONCEPT SAS. The back-up copy must remain in the possession of, and under the control of, the Licensee. This copy remains the property of GEOCONCEPT SAS.

8.4.4 Where the right to use the Software product is defined by a Runtime type of license, as indicated in the Order or in the Product proposal, the Licensee shall not use the Software product except in conformity with the stipulations of the Order or Product proposal.

8.4.5 The utilization by the Licensee of SmartLabel Editor for Geoconcept to issue Maps enriched with SmartLabel displays to a Third Party will be subject to approval obtained beforehand from GEOCONCEPT SAS.

8.4.6 When the license benefits from special pricing under the terms of GEOCONCEPT SAS's Education and Research scheme, the Software product must be installed and utilized in conformity with the terms and conditions stipulated by the Education and Research offering, such as these are described in the marketing documentation or on the GEOCONCEPT SAS Internet site. In particular, the Software product cannot be installed and used for marketing purposes or in a company or organization other than that to which the license has been granted.

8.4.7 When the license is granted in the context of a Geoconcept Call Center solution, the usage granted will only cover applications linked directly to the call center, in conformity with the terms

and conditions stipulated by the Geoconcept Call Centre offering, such as these are described in the marketing documentation, or on the GEOCONCEPT SAS Internet site. In particular, the Software program may not be installed and used for other ends: geomarketing, logistics, fleet management, cartography, etc.

8.4.8 The utilization of UGC and of Geocoder is subject to the present contract, as well as to the rights to use the reference geographic data utilized for geocoding. The geocoding results, that is, the geocoded addresses, may only be exported to be re-used in other applications, including using the Software product, under certain conditions.

8.4.9 Geocoding results obtained with the Software product may not be resold or supplied free of charge to any third party.

8.4.10 The rights to use geographic data are described in a license supplied with the UGC reference tables and with the DataPack exploited by Geocoder.

## 9 Description of basic maintenance services

9.1 Access to GEOCONCEPT SAS maintenance services is subject to the Licensee's fulfilling all terms and conditions defining their obligations with respect to the current license agreement, including clauses relating to the right to use the Software product.

9.2 The Licensee will benefit from updates to the Software product in the framework of:

- Update maintenance services to which they are entitled for Major releases of the Software product;
- Corrective maintenance services to which they are entitled for Minor releases of the Software product.

9.3 Updates to the Software product are accessible subject to availability by downloading from the [www.mygeoconcept.com](http://www.mygeoconcept.com) site to which the Licensee must subscribe, or at the following address: [www.fr.geoconcept.com/update](http://www.fr.geoconcept.com/update). When registering, the Licensee must enter the identifiers supplied by GEOCONCEPT SAS. These identifiers are strictly personal and confidential.

9.4 The Licensee will benefit from access to technical support in the deployment of the Software product, except in the case of the Development Kits, for which a separate contract must be subscribed to. This service enables the Licensee to obtain information about the detailed functioning of the Software product to allow them to progress with their deployment of the Software product, with reference to the Documentation supplied, that they must have read and understood before calling GEOCONCEPT SAS. This technical support is in no way a substitute for formal training in the utilization of the Software product, and is not designed to take the place of, or provide a solution to, a lack of training on the part of users. It is the responsibility of the Licensee to deliver appropriate training to users of the Software product. These training services are not included in the present contract, and must be delivered by GEOCONCEPT SAS or any approved GEOCONCEPT SAS representative or agency.

9.5 The Licensee undertakes to keep an updated list of the names of Users authorized to access the maintenance services provided by GEOCONCEPT SAS, and to transmit this list to GEOCONCEPT SAS when requested to do so.



9.6 Maintenance services are available from GEOCONCEPT SAS at all times by email and by telephone from Monday to Friday, with the exception of Bank Holidays and at the following (local: i.e. Paris) times:

- from 9.15am to 18.00pm (17.00pm on Fridays);
- in the case where GEOCONCEPT SAS uses a local partner to provide communication by fax, email and telephone with the Licensee, the times the service is available will be stipulated by the partner.

9.7 The email address and telephone number supplied to the Licensee by GEOCONCEPT SAS are strictly confidential and may only be used by Software product named users for the purpose of presenting occasional difficulties in using the Software product, or Bugs the User may have encountered.

9.8 GEOCONCEPT SAS delivers its services by the following means:

- email;
- downloads.

9.9 In the context of maintenance services provided under the terms and conditions of the present license agreement for the Development Kits, any requests for Minor Releases to be made available, or notification of the existence of Bugs in the software, should be made exclusively by electronic mail. Technical support for the Development Kits is not included in the present license agreement. A separate developer's technical support contract should be subscribed to independently.

9.10 Involvement of the Licensee: in order that the Licensee may benefit from the service provided in the best way possible, they should:

- immediately inform GEOCONCEPT SAS of any Bugs in the functioning of the Software product;
- spontaneously provide, when they have cause to request the maintenance service, the serial number of the particular Software product in their possession and the names of all modules they are using, as well as the maintenance contract number;
- have a thorough working knowledge of the Software product, and of the Licensee's information system, and have personal experience or knowledge of the Bug they are declaring;
- collaborate with GEOCONCEPT SAS to facilitate the work of analysis and consultancy, by communicating all the information in their possession such as the circumstances under which a Bug arises, and any efforts made so far to fix the bug. To verify the reproducible nature of the Bug, GEOCONCEPT SAS might have to ask the Licensee to provide the files in which the problem occurs, by any available means of communication.

9.11 GEOCONCEPT SAS will terminate the provision of its services if it becomes apparent that the Licensee:

- has made errors in their utilization of the software that reveal they have not read and understood the Documentation, on-line instructions or instructions for use as communicated by GEOCONCEPT SAS;

- is not in respect of their obligations as stipulated and agreed to in this End User Software License and Maintenance Agreement;
- has modified, or has had modified, the Software product without first obtaining authorization from GEOCONCEPT, without prejudice to any rights or recourse reserved by GEOCONCEPT SAS.

9.12 Also expressly excluded from any maintenance services provided by GEOCONCEPT SAS:

- installation of Software updates and data files (DataPacks, Maps and Reference tables);
- any operation regarding the extending of the Software license where the license is of the leasing or annual right to use type;
- restoration of programs, files or data following their destruction;
- the development of new applications or modules;
- modifications and configurations of the Software or data files requested by the Licensee;
- maintenance of a modified version of the Software product, where certain elements of the package have been modified by somebody external to GEOCONCEPT SAS, or an approved representative of GEOCONCEPT SAS;
- the providing of equipment, consumables or other items. Notably, the supply of equipment or software are excluded;
- any interventions required following anomalies that arise due to errors found in the Licensee's data or through a faulty configuration of the Licensee's data files.

9.13 Interventions by GEOCONCEPT SAS will be payable, at the current applicable rates and on the day of the request, in the event of any faulty utilization, and notably in the following cases:

- Any faulty utilization in contravention of the documentation, instructions provided online, or instructions communicated by GEOCONCEPT SAS;
- Any non-respect for obligations stipulated as the responsibility of the Licensee by the license agreement;
- Any unauthorized modifications made to the Software product;
- Any anomalies caused by errors identified in the Licensee's data or through a faulty configuration of the Licensee's data files.

9.14 Any corrective maintenance provided by GEOCONCEPT SAS will consist of the provision of Minor releases offering bug fixes to the Software product. GEOCONCEPT SAS will address any bugs notified by the Licensee, and will decide on how to implement any correction as a function of an evaluation by GEOCONCEPT SAS of the seriousness of the Bug, the development program in progress at GEOCONCEPT SAS, and the timeliness of such an undertaking.

9.15 GEOCONCEPT SAS provides no guarantee that all Bugs will be fixed.

9.16 The Licensee has the right to submit suggestions to GEOCONCEPT SAS for improvements to the software that GEOCONCEPT SAS will take into account or not.

9.17 Except where otherwise stipulated, maintenance services provided will extend only to ten service interventions (by telephone, email, or form) per annum on the part of the Licensee.

## 10 Financial terms and conditions

10.1 Except where otherwise stipulated under the Specific terms and conditions agreed and accepted by the parties, the dispositions featuring in the present clause will apply to the Licensee.

10.2 The price set for maintenance services is defined in the Order or Proposal, exclusive of taxes and charges.

10.3 The price is defined for the first year with reference to the current GEOCONCEPT SAS rate on the date of signature of the present License agreement. GEOCONCEPT SAS may revise the price without prior notice at the time of the annual renewal of the license as per the following formula:

$$P_n = P_{n-1} * (S_n / S_{n-1})$$

$P_n$  = New price

$P_{n-1}$  = Price paid the preceding year

$S_n$  = Syntec Reference Index for the month at a level of -4 in the calendar in relation to the first month of the new annual period

$S_{n-1}$  = Syntec Reference Index for the month at a level of -16 in the calendar in relation to the first month of the new annual period

For example, if the license or maintenance contract expires on 31 December 2017, the first month of the new period is the month of January 2018. The  $S_n$  Syntec index is the index for the month of September 2017, and the  $S_{n-1}$  Syntec index is that of the month of September 2016.

10.4 The price paid for maintenance of the Software product may be based on a percentage of the cost of the License to use, which is itself defined as a function of the maximum number of users or maximum number of resources handled by the Software product. The license maintenance fee is then due whatever the effective number of users or of resources, the maximum number being the number taken into account. If the number of Users or Resources exceeds the maximum number, over and above an amendment to the license and the payment of an additional licensing fee, this will nonetheless require payment of an additional maintenance licensing fee calculated as a function of an applied percentage figure. The Licensee recognizes and accepts that the price of the maintenance services will then automatically be revised with effect from the signature date of the license amendment.

10.5 To enable payment for continuity of service, renewal invoices are sent 45 days before the renewal date for Maintenance contracts and for Lease or Annual right to use type licenses.

10.6 Expedition costs, travel and telecommunications costs are at the charge of the Licensee. They are invoiced to the Licensee with accompanying justifying documentation.

10.7 Any late payment will give rise to the payment of:

- late penalties calculated on the basis of the half-yearly key tax rate of the European Central Bank (ECB) incremented by 10 points from the day following the due date, and without any requirement for GEOCONCEPT SAS to issue a reminder;
- a flat-rate payment of 40€ to cover recovery costs.

Payment of these penalties will be without prejudice to any damages and interests, and the right to termination of contract, on the part of GEOCONCEPT SAS.

10.8 Maintenance services are only provided for the Latest and Last versions of the Software product, or for versions that have been in circulation for less than 3 years. When the Licensee wishes to have access to maintenance services for an older version, GEOCONCEPT SAS reserves the right to apply a 10% increase to the annual maintenance price to take into account the additional cost of providing quality service with the correct level of competency. An additional surcharge of 10% will be added each year in relation to the previous year when the Licensee continues to access maintenance services for such a version.

10.9 The non-payment of fees due within 45 days following the invoice date may lead to the suspension of maintenance services until receipt of the full amounts payable, and this suspension of service will result in no modification to the annual price, the Licensee remaining obliged to pay this annual fee, without prejudice to full compensation of all damages due to GEOCONCEPT SAS and to GEOCONCEPT SAS's right to terminate the license agreement.

10.10 Any increase in the number of Resources or Users, and any enlargement of the geographic zone will require the Licensee to pay additional license fees, with a revised annual fee for an Annual license type agreement.

10.11 The Licensee will not be granted any refund on license fees paid for the utilization of the Software product if the Licensee declares a reduction in the number of Resources, Users, or in the nature and scope of the Geographic zone.

## 11 License revision

11.1 The present license is subject to revision between two successive versions of the Software product. Acceptance of the license terms and conditions for a given version of the Software product will apply only to the version concerned. When installing a subsequent version, or any new version, in the event of the purchase of a new license, or in the context of a maintenance contract entered into separately by the Licensee, the Licensee must study the terms of the license again before accepting them, and also take note of any revisions made since the last license accepted.

## 12 Update of Geographic data

12.1 The two following clauses will apply when the rights to use the Software product include inseparable rights to use a DataPack, Map, Graph or Reference table.

12.2 When the Software product includes rights to use a DataPack, a Map, a Graph or a Reference table and when the license is of the Annual Utilization Rights or Leasing type, with a duration that is at least one year, the Licensee may benefit from an update to the Geographic data in the DataPack, the Map, a Graph, or the Reference table if they renew the license for a new period of at least one year.

12.3 In other cases, the Licensee should subscribe to a Maintenance contract for the Software product if they wish to benefit from the update of Geographic data in the DataPack, the Map, the Graph or the Reference table.

## 13 Right to use demonstration files

13.1 The Licensee may, under the terms of the present license agreement, have a right to access extracts from data files published and integrated as standard in the Software product. The right of

access granted to the Licensee to access extracts of data files shall only authorize him/her to observe the operation of the Software product with regard to these data.

## 14 Limited warranty

14.1 GEOCONCEPT SAS guarantees the Software Product subject to the conditions described in the present clause.

14.2 The Software product is guaranteed for 30 days from the shipment date. Under the terms of the warranty, the Licensee benefits from technical assistance with the installation of the software subject to the conditions itemized in the Order or Product proposal, and GEOCONCEPT SAS guarantees the Licensee that the installation disk or medium, or the installation files for the Software product are free from hidden defects rendering them unfit for installing the Software product for the full thirty 30-day period from delivery. The present warranty does not cover damages resulting from any operation performed by non-authorized persons.

14.3 No other guarantees are provided by GEOCONCEPT SAS. GEOCONCEPT SAS will not, notably, be held responsible for any damage caused by the utilization of defective installation media, nor for damage caused by a lack of availability of the Software product itself.

14.4 GEOCONCEPT SAS does not guarantee that the Software product will fulfil the requirements of the Licensee, the latter having chosen the Software product as a function of their needs, that they have themselves defined.

14.5 Interventions on the part of GEOCONCEPT SAS will be charged at the current market rate on the day of the request, in the event of a faulty utilization, and notably in the event of:

- any error of utilization that contravenes the documentation supplied, any instructions provided on-line or any instructions about utilization communicated by GEOCONCEPT SAS;
- non-respect of obligations the License clearly assigns to the Licensee;
- any unauthorized modification made to the Software Product;
- any aberrations caused by errors found to exist in the data of the Licensee or because of a faulty configuration of files of data belonging to the Licensee.

14.6 Due to the state of the art of information technology, GEOCONCEPT SAS does not guarantee bug-free functioning of the Software Product, nor that all Bugs will always be fixed.

14.7 In the framework of the limited warranty provided by the present license, GEOCONCEPT SAS does not commit to correcting Bugs in the Software product. In the case of the occurrence of a bug that causes the software to block or hang up, or a major bug notified by the Licensee during the warranty period, GEOCONCEPT SAS will make every effort to provide a correction if this is available.

14.8 GEOCONCEPT SAS does not guarantee the Software Product will function with all operating systems, nor with other applications that are no longer supported by their own software publishers.

## 15 Property

15.1 The Licensee undertakes to make all personnel working on their behalf aware of the restricted Rights to use the software as defined in this license agreement.

15.2 With regard to all personnel working on their behalf, the Licensee must take all necessary steps to ensure the terms and conditions for using the software, as stipulated in this agreement, are

respected. The Licensee shall immediately take all necessary steps to stop any illicit use and shall inform GEOCONCEPT SAS in writing of any infringement of which they are aware.

15.3 The Licensee agrees to allow GEOCONCEPT SAS to conduct an audit on the Licensee's premises in order to verify their compliance with the obligations set out in this license agreement, provided the audit is performed in such a manner as to respect the operating of the Licensee's business activity.

## 16 Trademarks

16.1 The company GEOCONCEPT SAS remains the sole owner of its trademarks, names, logos, acronyms, colours, graphic designs or images, and notably the names «GEOCONCEPT SAS» and «Geoconcept».

16.2 Each party agrees to fully respect the trademarks of the other party and not to directly or indirectly interfere with such rights by any means.

## 17 Liability

17.1 The Software product is supplied as it is, without any guarantee as to quality, performance, or results. GEOCONCEPT SAS does not guarantee that the operation of the Software Product will be uninterrupted or error free, nor that the software will fulfil the requirements of the Licensee, nor that it will function within the context of the Licensee's chosen hardware or software configuration.

17.2 Under no circumstances will GEOCONCEPT SAS be held liable for any indirect or consequential damage such as loss of business, loss of clients, loss of orders, loss of profit, loss of brand image.

17.3 GEOCONCEPT SAS shall not be held responsible for any loss of data inasmuch as the Licensee shall regularly make back-ups of such Data.

17.4 Any action against the Licensee taken by a third party shall be considered as indirect damages, and consequently will not give rise to any claim, except for the application of the clause «AUTHORSHIP GUARANTEE».

17.5 Any development and use of any application under the run-time licences or using the Development Kits are made under the Licensee's sole control and liability.

17.6 Due to the specificity of geographic information systems, GEOCONCEPT SAS is subject to resourcing obligations. Consequently, it cannot be held responsible for negligence except where negligence is proved by the Licensee for indemnifiable damages as defined in this agreement, and within the scope of the liability defined in clause 17.7.

17.7 Notwithstanding the foregoing, in the event that the service provided by GEOCONCEPT SAS is found to be deficient in any way, its liability will be strictly limited to refunding the price of the current License agreement as specified on the Order or Product proposal for the Software Product concerned.

17.8 GEOCONCEPT SAS undertakes to ensure that all interventions are performed with reasonable care and all possible diligence given the present state of technology, as far as its means permit.

17.9 GEOCONCEPT SAS cannot be held responsible for any faults in the operation of the Software product, from the fact alone of the existence of such faults. The responsibility of GEOCONCEPT SAS

will only be established in the event of a serious fault or proven negligence in the execution of GEOCONCEPT SAS's obligations, and will be expressly limited to the repair of only direct and foreseeable software damages that can be imputed to them, with the exclusion of any other damages, whatever their nature, notably operating losses and damages caused to third parties. Under no circumstances whatsoever will GEOCONCEPT SAS be held responsible for indirect damages, such as commercial damage, loss of clientele, loss of orders, any marketing problem, or loss of profit margin or damage to company image and brand.

17.10 GEOCONCEPT SAS will not be held responsible for any losses in time, nor for production losses caused by the execution of services that are requested of them under the terms and conditions of the present License agreement, or resulting from a Software failure or the failure of any part of the Software product. The Licensee will, notably, be held solely responsible for any damages they cause through any manipulation or alteration of the Software product, or of their IT system, when these modifications are applied in contravention of the instructions of GEOCONCEPT SAS, or applied in response to the Licensee providing incorrect information.

17.11 GEOCONCEPT SAS does not guarantee that all the functionalities of the Software product are described in the Documentation.

17.12 Any action taken against the Licensee by a third party constitutes an indirect loss, and as a result, cannot give rise to compensation.

17.13 Insofar as any liability on the part of GEOCONCEPT SAS should be proved, and engaged in the execution of the present License agreement, GEOCONCEPT SAS will pay the Licensee compensatory damages for losses suffered by the Licensee stemming directly from non-performance or improper execution of the service offerings defined by the present License agreement; this sum will be within the limits of the amount paid, and so not exceeding the fee paid with respect to the present License agreement for the current year.

## 18 Personal data protection

### 18.1 Conformity with GDPR

In the event that the Software product is called upon to perform data processing operations of a personal nature, the Licensee is considered as the person responsible for processing data in the sense of the General Data Protection Regulation (GDPR) term, GEOCONCEPT SAS guarantees that the Software product respects the principles of "data protection from the time of design, and protection of data by default" and fulfils all the requirements of the GDPR.

In particular, and in a non-exhaustive manner, GEOCONCEPT SAS guarantees that the solution includes:

- a procedure for processing an individual's full data set to fulfil the exercise of the right of access;
- a procedure for deleting data, on the request of individuals concerned, or at the expiration date.

### 18.2 Obligations of GEOCONCEPT SAS with respect to the Licensee

In the framework of maintenance services, in order to verify the reproducibility of the Bug, GEOCONCEPT SAS may be called upon to request the Licensee to provide the files in which the

problem has been identified by any communication means: in this specific case, GEOCONCEPT SAS is recognized as the subcontractor with regard to the Licensee according to the GDPR, the Licensee themselves will be held responsible for data processing and GDPR compliance.

The Licensee and GEOCONCEPT SAS will implement appropriate technical and organizational measures required to guarantee a level of security appropriate to the risk, including among other things, and depending on requirements, pseudonymisation and encryption of personal data prior to transfer.

GEOCONCEPT SAS undertakes to:

1. Process data with the sole purpose of performing agreed maintenance services;
2. Process the data in conformity with the instructions documented by the Licensee. If GEOCONCEPT SAS considers an instruction to be in breach of European regulation on the protection of data or any other clause of European Union law, or of the law of member states relating to data protection, they must immediately inform the Licensee of this fact;
3. Guarantee the confidentiality of personal data processed in the framework of the present License agreement;
4. Check that individuals authorized to process personal data in the context of this License agreement:
  - Commit to respecting confidentiality, or are subject to an appropriate statutory duty of secrecy;
  - Receive the necessary training as regards personal data protection;
5. Destroy all personal data at the conclusion of the term of service delivery relating to the processing of these data;
6. Guarantee appropriate terms and conditions such as contractual clauses regarding protection of personal data when transferring to recipients located outside the European Union so that the same rules of security and confidentiality are applied by subsidiaries of GEOCONCEPT SAS outside the European Union when data relating to the present License agreement are processed;
7. Take into account, in the framework of tools, products, applications or services, principles for protecting data from the time of the design of such instruments, and the protection of data by default.

#### 18.3 Reminder regarding obligations of the Licensee with regard to GDPR (General Data Protection Regulation)

Under their obligations as License holder, the Licensee will be held responsible for the undertaking of the following:

- supplying relevant information to users concerned by data processing operations at the time of any data collection, including providing information about the possible transfer of information to recipients located in a country outside the European Union, provided for by appropriate guarantees according to article 46 of the GDPR.
- putting in place methods for collecting the consent of individuals providing data, and keeping records of consent given;



- implementing technical and organizational measures to guarantee minimization of data and data security.

## 19 Authorship guarantee

19.1 GEOCONCEPT SAS guarantees to defend the Licensee in the event of any third party claim or litigation for infringement in France of copyright arising from the use of the Software product, and will undertake to indemnify the Licensee for the costs of defence and damages which it is ordered to pay by the court in connection with such proceedings, on condition however:

- that GEOCONCEPT SAS is immediately notified by the Licensee in writing of any alleged infringement;
- that GEOCONCEPT SAS is allowed to control the defence of the action, and has full authority to make all decisions concerning a settlement;
- that the Licensee cooperates fully with GEOCONCEPT SAS in the defence and negotiation proceedings.
- GEOCONCEPT SAS will only undertake to pay legal fees or other payments that they have acknowledged and accepted in writing.

19.2 If an infringement is found to have been committed, or if GEOCONCEPT SAS deems it probable that such an infringement might be committed, the Licensee accepts that GEOCONCEPT SAS shall have the option, at its own expense, to:

- either procure the right to continue using the Software product on behalf of the Licensee;
- arrange for a replacement to be issued to the Licensee;
- or to modify the Software product in such a way that infringement shall cease.

19.3 If none of these solutions can be reasonably implemented, the Licensee, on request from GEOCONCEPT SAS, agrees to return the Software product without delay.

19.4 GEOCONCEPT SAS shall not be liable to the Licensee for infringement claims resulting from any modification made to the Software product by the Licensee, or the implementation or use of the Software product with other equipment, software or data not supplied by GEOCONCEPT SAS.

19.5 The paragraphs in this clause of the License agreement define the entire liability of GEOCONCEPT SAS with regard to the Licensee in all that concerns infringement of copyright.

19.6 The files of Digital data sourced by cartographic publishers included in the DataPacks, Reference tables, Maps or Databases and supplied by GEOCONCEPT SAS with the Software product have no warranty of quiet possession guaranteed on the part of GEOCONCEPT SAS.

## 20 Termination by GEOCONCEPT SAS

20.1 If the Licensee fails to comply with any of the obligations of this License agreement, and such failure is not rectified within thirty days from the receipt of a registered letter with proof of reception notifying the Licensee concerned of such a failure to comply, GEOCONCEPT SAS shall be entitled to terminate the agreement, without prejudice to any of the damages and interest it may claim.

20.2 The rupture of the present License agreement, for whatever reason, does not authorize the Licensee to request repayment of the license fee paid for the Right to use the Software product. In the event of a termination of contract instigated by GEOCONCEPT SAS, the Licensee shall pay all sums due corresponding to services rendered, whether invoiced or not yet invoiced, at the termination date, without prejudice to compensation of the entire sum of any damages for GEOCONCEPT SAS.

20.3 The Licensee shall, at their own expense, destroy or erase any copies of the Software product and its accompanying Documentation in their possession.

20.4 The Licensee shall certify in writing to GEOCONCEPT SAS within eight (8) days of the termination date that no software or documentation relating to the Software product remain in their possession.

## 21 Non-assignment

21.1 The present License agreement may not be transferred in full or in part, whether or not in return for payment, in whatever capacity, except where the permission of GEOCONCEPT SAS has been expressly obtained beforehand.

21.2 GEOCONCEPT SAS will give its agreement on condition that:

- the concessionaire undertakes to respect all conditions cited in the present License agreement, with the strict proviso that GEOCONCEPT SAS reserves the right to invoice the concessionaire for the sum corresponding to the utilization fee for the GEOCONCEPT SAS Software products with application of the pricing in force at the time of the transfer;
- the Licensee undertakes to transmit to the concessionaire the originals and all copies of the Software product and Documentation in their possession.

## 22 Amicable settlement proceedings

22.1 In the event of problems arising from the existence, execution or interpretation of the present License agreement, or of an amendment to the contract, the parties shall decide to undergo an Amicable Settlement Procedure and notably before any termination of contract or before taking any action at a first-instance court.

22.2 In the light of this, any party wishing to initiate such a procedure, and this, prior to the instigation of legal proceedings via a competent court, must notify the other party of such a wish, by registered letter with proof of reception, and leave a fifteen-day time-span during which the other party may respond.

22.3 The parties shall appoint, by common agreement within the cited fifteen-day timescale, an expert in mediation, listed as an approved judicial expert for the PARIS Court of Appeal.

22.4 If such an expert is not appointed, express competency to designate such an authority is attributed to Monsieur le Président at the Nanterre Commercial Court.

22.5 The expert in conciliation or mediation should try to achieve conciliation between the parties within thirty days from the referral date.

22.6 In making their decision, the expert will comply with the rules of a civil procedure under ordinary law, respecting, notably, the principle that both sides should be heard.

## 23 Law and jurisdiction

The present contract is subject to the French law. This is true of both form and substance of its conditions. In the event of any litigation and following an attempted procedure of amicable conciliation, competence is attributed to the Nanterre Commercial court, notwithstanding a plurality of defendants, or any recourse in warranty, including requested or emergency procedures.

## 24 General conditions

24.1 In the event of any difficulty of interpretation between a title featuring as a heading for one of the clauses, and the clause itself, the title shall be deemed to be non-existent.

24.2 The present license expresses the full set of obligations of the parties involved. No general or specific condition appearing in any other documents sent or submitted by the parties, shall be included in the License agreement.

24.3 If one or several provisions in this license are held to be invalid, illegal, or unenforceable, or confirmed to be such following a definitive decision on the part of a competent legal authority, the validity, legality, scope and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

24.4 The failure by either party to enforce any provisions of this License agreement, or to exercise any right in respect thereto shall not be construed as constituting a waiver of rights thereof.

24.5 GEOCONCEPT SAS reserves the right to publish a list of clients featuring the Licensee's name, which may be used for publicity purposes, and in their technical documentation or other company literature.

24.6 The present contract shall be governed by the French law.

24.7 THE PARTIES AGREE THAT, IN THE EVENT OF ANY DISPUTE, EXPRESS JURISDICTION IS ATTRIBUTED TO THE NANTERRE COMMERCIAL COURTS NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, INCLUDING URGENT OR EX PARTE PROCEEDINGS.