



GENERAL CONDITIONS (VERSION 18/02/2015)

1. DEFINITIONS

General Conditions

Barring explicit and written agreement, the present General Conditions shall apply to all the offers, orders, deliveries of products and services (advice, redaction and assistance to the implementation of tailor-made projects, ...) by NEREA (hereunder also called the Service Provider) and all the conventions passed between NEREA and the client, unless unequivocally and expressly stipulated otherwise in writing by NEREA. A favour, even renewed and/or repeated, shall not be interpreted as a normal exception to the present conditions (see also article 2).

Specific Conditions

The full Specific Conditions, in a specific and limited context, the present General Conditions, in a clear and non-equivocal way. The Specific Conditions shall only be applied to a specific contract or business relationship between the parties, provided they were signed by both parties.

They are not intended to be applied to all the contractual or business relationships between the parties, as the latter is by default regulated by the present General Conditions, unless a specific amendment to this end was signed by the parties.

Service Provider

The service provider is a service company specialising in providing Business & ICT consultancy, in management and in implementation of IT projects, including in particular the integration of CRM software packages.

The service provider (Nerea) is a company that specialises in consultancy, implementation and strategic reflection assignments, and the relevant documentation, in Business advice and data analytics (BI), in management, and in the management and implementation of IT projects, including in particular the integration of CRM solutions, and also Business intelligence software packages.

Customer

The Client is the person which requires the services of the Provider and asks, in exchange of the payment of an hourly or daily fee, for IT counselling under the conditions defined by the present general conditions, possibly completed by the specific conditions agreed upon (and signed) by both parties.

The Client may be one or several physical (or moral) persons, an association, be it temporary or de facto, ... The Client of NEREA, recipient of the invoice, recognises that although the present General Conditions do not constitute an "adhesion agreement", that he has been informed, prior to the emission of the invoice, of the content of the General Conditions, whose terms and conditions he has accepted.

Consultant

The consultant is any professional, carrying out the Services on behalf of the Provider within the premises of the client or from a remote location.

Services

The services are the intellectual work involved in the assignments contracted to the service provider by the client, be it in his premises or from a remote location.

The services comprise research or consultancy, on the understanding that this research or consultancy is carried out or given, irrespective of any supply of goods or maintenance or alternation work on equipment.

The services include, among others, technical work, management and consultancy, change management, project management. These concepts are defined in the present General Conditions.

The services consist principally in the provider making sure that the Client benefits from the expertise and competence of its consultants.

The services also consist in the provider managing the availability of consultants offered to the Client in order to fulfil the assignments given to them.

The Services do not include:

- Any assignment not specified in the Contract.
- Any assignment made impossible for the Provider due to changes in the IT system, except for changes carried out by the Provider.
- Any other task not directly linked to the assignment given to the provider or to a Consultant.

Technical work

Technical work comprises:

- Maintenance and configuration of end users' PCs, printers, modems, screens and photocopiers (on the request of end users) and resolution of any problem that may be found;
- Maintenance and configuration of mobile devices such as mobile telephones, personal digital assistants, available Bluetooth devices, wireless devices and resolution of any problem that may be found;
- Maintenance and configuration of servers, network devices, backup units and storage area networks (SANs) and resolution of any problem that may be found;
- Maintenance and configuration of the phones, VOIP, video conference and auxiliary equipment and solving of any encountered issues ;
- Maintenance, installation and configuration of servers, network systems, backup units, network storage areas and the resolution of any encountered issues;
- Maintenance, installation and configuration of software, in particular SQL Server, Visual Studio, Microsoft Dynamics CRM, Microsoft SharePoint, Office 365, Microsoft Power BI, Azure Machine Learning, MicrosoftHDInsight as well as any software connected with current client applications and resolution of any problem that may be found; updates, patching and debugging of the aforementioned software;
- Network administration (users, profiles, active directory management etc.);
- Software support for any Windows issue and standard support for any problem caused by any usual office suite software (Ringtail, Microsoft Office etc.);
- Putting virus checking solutions in place along with support for any virus infection;
- Putting backup management solutions in place along with support for restoring backups;
- Support for any Internet connection or local or wireless connection issue; provision of support presence for any job not specified above where an immediate response is necessary to any potential failure with regard to the aforementioned list.

Management and consultancy

Management and consultancy is taken to mean:

- Project management, contacting and managing suppliers, organisation of tasks in respect of sub-contractors, including but not limited to projects to implement Microsoft Dynamics CRM, Microsoft SharePoint Projects, data analytics and Business Intelligence projects, IT office relocation projects, IT infrastructure projects.
- Templates and storage of Microsoft and customer relations project files.
- Organisation, definition and preservation of schedules, transcription des reunions du comité de direction de projets.
- Conducting business analyses, of on-going business procedures among other things, proposal of new business procedures and proposal of upgrade solutions.
- Template procedure and documentation pertaining to it.
- Templates and preservation of documentation specific to each client for any technical procedure.
- Coordination of sub-contractors on behalf of the client, acting in a representative capacity upon request of the client to suppliers.
- Sending equipment and software to external vendors, on behalf of the client, based on the present General Conditions.
- Consultancy, implementation and strategic reflection assignments, plus the relevant documentation
- Creation of algorithmic and data analysis models

Change management

Change management is taken to mean migrating from one system to another. This includes supporting and training users, writing user manuals and putting other tools in place in order to best manage the transition between the two systems.

Liability insurance policy

By liability insurance policy, we mean the policy taken out by the service provider in order to cover the contractual and extra-contractual civil liability which may be incumbent upon it for damages of any nature caused by third parties and resulting from errors, omissions or negligence committed by it, in its capacity as an IT service provider while carrying out its business activities.

Claim

A claim is taken to mean:

- A written application for compensation against the service provider or their company;
- or all such applications pertaining to a single cause of an incident.
- The date of the claim is the date it is received by the service provider, or else by its company, of a written claim or summons or the date of initial statement by the service provider to its company of the facts which may give rise to a claim to compensation from third parties. The earliest of these dates is understood to be the determining date. The client is aware of the fact that in matters of insurance and, more generally, of liability, it is his responsibility to make the necessary notifications as quickly as possible, failing which he risks forfeiting his rights (see also art. 8.2.2.).

Third Party

Third Party is taken to mean any natural or legal person other than:

- The service provider;
- Associates, managers, administrators, agents while carrying out their duties;
- Trainees and collaborators while carrying out their duty for the insured party;
- Other persons deemed to be insured and listed as such in the liability insurance policy taken out by the service provider.

Recovery costs

Recovery costs are understood to mean costs resulting from:

- Measures requested by the company for the purposes of preventing or limiting the consequences of the loss;
- Reasonable measures and steps taken by the provider in order to prevent the loss or in order to anticipate or limit its consequences, provided that these measures are urgent, i.e. that the service provider must take them immediately, without being able to inform and obtain the prior agreement of its company, for risk of damaging the company's interests. If the measures in question are to prevent loss, there must also be imminent risk, i.e. if these measures are not taken, loss will immediately and certainly occur.
- These safeguard measures must also be taken by the Client, inasmuch as possible and if the Service Provider is impeached, failing which he also risks to forfeit his rights.

Any other measure constitutes a service and will, as a result, be invoiced as such.

2. APPLICATION OF GENERAL CONDITIONS

2.1 The present General Conditions constitute the principal framework governing the relationship between the Service Provider and the Client and replace the Assignment Contract and other contracts, declarations representations and guarantees given by or between the parties or one of those same parties. In the absence of an explicit agreement signed by both parties, they are immediately applicable to any contractual relationship initiated in the past between the Client

and the Service Provider. The present General Conditions replace the terms and conditions appearing in or referring to any other sale, acknowledgement or document issued by the Client in view of the subject of this contract.

2.2 No exemption, change, adjustment or addition to the present general conditions may come into effect unless it is in written form and endorsed with the authorised signature of each of the two parties on or after the date of signature of the contract or proposal by both parties.

3. LENGTH OF CONTRACT

The Service Provider's tender remains valid for a period of two months from the date it is delivered to the Client.

The Contract comes into force when the client delivers the signed version of the proposal giving their approval.

The Contract is open-ended and terminates on completion of the assignment.

4. FINANCIAL TERMS AND CONDITIONS

4.1 Invoices are payable upon reception.

Services will be invoiced on the basis of a prepayment system.

The normal hourly invoicing rate is set out in the specific terms and conditions.

The general terms and conditions apply to services performed from Mondays to Fridays during working hours (07:00 to 18:00), except for bank holidays.

The hourly rate set out in the Specific Terms and Conditions increases by 50% for hours worked from Monday to Friday between 6pm and 10pm, as well as on Saturdays between 7am and 10pm, excluding bank holidays.

The hourly rate set out in the specific terms and conditions increases by 100% for hours worked outside the aforementioned periods and for hours worked on bank holidays.

If not specified in the specific terms and conditions, the normal hourly invoicing rate is 150€ per hour.

Each hour started shall be deemed as having been worked in full, including telephone support.

The invoicing period covers the time from the consultant's arrival onsite to his departure from the site, including lunch breaks.

The hourly rate does not include travel or other costs.

The estimated number of hours required to complete a task is always given as a guideline and does not constitute in any way whatsoever a binding obligation in favour of one or other of the parties.

Offers are without commitment on the part of the service provider and are given purely as a guideline. To be valid, orders must be placed in writing and signed.

Delivery times are given only as a guideline and without commitment on the part of the service provider. Consequently, the client may not cite any possible delay in delivery as a reason to cancel his order or request the payment of penalties. Deliveries are made subject to availability and the service provider reserves the right to make partial deliveries.

Response times are given purely as a guideline and without commitment on the part of the service provider. Consequently, the client may not cite any possible delay on the part of the service provider in responding to him as a reason to request the payment of penalties. Responses are given subject to availability, unless otherwise agreed in the Specific Terms and Conditions.

If the amount stipulated in the offer and included in the special conditions explicitly mentions that it is a lump sum, then that lump sum, by default, that is to say without any other condition specifically mentioned in the special conditions, shall be payable in advance. A document coming from the client and evoking a shift in meaning towards a lump sum shall have no contractual value between the parties.

In this respect, at the end of each service or service phase or per calendar month, the service provider will send the client a summary by email showing the actual services provided, unless challenged within 5 calendar days of the email being sent.

Exceptional payment terms will be set out in the Specific Terms and Conditions if applicable.

4.2 The terms and conditions of payment are limited to services carried out within neighbouring countries.

4.3 Travels

4.3.1. **Travelling by car** is invoiced at 1€/km travelled, with a daily minimum of 50km.

4.3.2. Accommodation and meals will be provided by the client (if applicable).

4.3.3. Otherwise, the service provider can cover these costs at 200€ per person and per day.

4.3.4. **Air Travel.** Barring an express request from the Client to this regard, duly notified at the outset of the Contractual relationship, NEREA shall be responsible for the assessment and the selection of the cheapest air travel solution (company and possible connections). The tickets shall be booked by NEREA or their travel agent. NEREA shall always do this as early as possible in order to get the best conditions. Any change of flight program requiring not only additional costs, but also extra administrative work, shall be notified to the Client, so that the work schedules may adapted for the best. NEREA shall also limit the Consultants' air travels to the strict minimum and only make changes or additions if strictly necessary. The flights shall be booked on regular airlines in Economy class in Europe and in Business class outside Europe. The cost of the tickets shall be invoiced to the Client.

4.3.5. If the NEREA consultant must **rent a car** through the NEREA travel department, they shall always rent B-category vehicles, except in Italy, where they shall rent C-category vehicles. They shall always subscribe the fullest insurance policy. These expenses shall be re-invoiced to the Client.

4.3.6. The use of **taxis** shall be authorised for small journeys only, or for trips less than three days, provided these are official taxis issuing checks. The expenses shall be re-invoiced to the Client.

4.3.7. **Travelling by rail.** Travel by train, be it national or international, shall always be First class. These expenses shall be re-invoiced to the Client.

4.3.8. **Hotels.** NEREA usually books 4-stars hotels or equivalent. NEREA only pays for reasonable phone expenses incurred by their Consultants and for laundry expenses. The expenses for the content of the minibar and the meals are only accepted if reasonable. No other personal expense is accepted (for example video systems, fitness rooms in the hotel). The acceptable expenses shall be re-invoiced to the Client.

4.3.9. **Restaurants.** During the business trips, a normal breakfast, a lunch and a dinner must be accepted by the client as being part of the normal expenses to be included in the project budget. The restaurants shall therefor be reimbursed, provided they are linked to the project or to people involved in the project.

4.3.10. The Client shall reimburse NEREA for all the reasonable and necessary expenses incurred by its involved Consultants, provided these expenses are effectively linked to the Client's project.

The request for reimbursement shall be notified to the Client by means of invoice.

At the Client's request, this invoice shall be accompanied by a copy of the description of the expenses incurred by the Consultant.

4.4 Notwithstanding art. 4.19., if above payment remains outstanding to the service provider after the due date, the service provider may legally charge interest on top of the sum due at 15% per annum, from the date on which the payment was due to be paid to the actual date of payment. In other words, pursuant to the present civil liability provision, in case of non-payment in due time, NEREA's invoices shall automatically, and without any warning, be increased by a 15% civil liability provision, it being understood that the Client can claim a similar compensation in the case of a proven failure of NEREA's services. This civil liability lump-sum compensation does not deprive the prejudiced party from exerting its right to enter legal action to claim for larger damage.

4.5 All costs drawn up by the service provider on the basis of this framework contract and assignment contracts are exclusive of VAT. The client must, on top of the aforementioned costs (subject to a VAT and related costs invoice being drawn up), pay the service provider the total Value Added Tax that the service provider owes to the tax authorities.

4.6 Failure to pay an invoice when it becomes due or on a monthly basis for instalment payments, causes the entire sum to become payable with immediate effect and without prior notice, and authorises the immediate suspension of all supplies or services, in addition to the contract being deemed terminated by operation of law.

4.7 Interest Penalty: pursuant to European directives (specifically directive 2000/35/CE), any invoice not paid within the 30 days of the payment request, the invoice, the reception of the goods or services if the invoice's date is uncertain, or within the 30 days of the checking of the goods or services' conformity with the Contract agreement, if the Contract

Agreement provides for such a procedure, an Interest Penalty equal to at least 7 points above the ECB's reference rate (www.ecb.int) shall be applied. Pursuant to these European directives, any invoice not paid within the 30 days of its issuing generates a penalty interest equal to 12% per year, without any preliminary notice being required for its application.

In addition to the above provisions, any invoice not paid at its term automatically and without prior notice leads to the booking of an interest equal to 12% per year. Moreover, the simple non-payment of an invoice automatically generates without prior notice a lump-sum compensation for damages equal to 10% of the owed amount, with a minimum of 500€.

4.8 Under penalty of preclusion, complaints relating to invoices must be stating in writing within 8 calendar days from the date the invoice and/or the summary email was sent. Invoices where the summaries (emails) have not been challenged within the specified period can no longer be challenged.

4.9 The merchandise and all accessories sold remain the exclusive property of the service provider until the full price has been paid.

However, all risks are transferred to the client from the time of delivery.

4.10 In the event of an order being cancelled by the client for any reason whatsoever, the service provider may legally demand irrevocable fixed-rate compensation of 30% of the total order as fixed-rate compensation for damages. He shall also be entitled to claim more if the damage incurred due to the cancellation is more important.

4.11. Judicial expenses: if a dispute concerning a payment is taken to Court, it should be reminded that all the European Union countries have recognised to principle of "reasonable compensation of the appropriate retrieval expenses incurred due to a delay in payment". For information, it should be noted that the Courts tend to grand a compensation equal to at least 10% of the unpaid amount, for the legal expenses, not to mention any other losses or the damages mentioned here above, and in addition to the Summons expenses, etc...)

5. THE CLIENT'S OBLIGATIONS AND COMMITMENTS

5.1 Within the scope of executing the Contract(s), the Client is bound to provide Consultants with access to its premises and to a fully equipped office (telephone and Internet access) and to any other resources necessary for the execution of their work.

5.2 The Client is bound to provide Consultants, in the execution of their Services, remote access to its computer system/central server (via server terminal, VPN or any other remote application). In the event of non-providing of such a remote access, the Customer will pay additional fees to cover Consultants' travel.

5.3 In the event of Services representing more than 50 hours work per month, the client is bound to provide Consultants with a permanent service area.

5.4 During the term of the Contract and after its termination, the Client undertakes, for a period of 12 months after a Consultant has finished supplying his Services based on the Contract, not to solicit, entice, employ or attempt to employ (as an employee, consultant or in any other position) any Consultant made available by the Service Provider, whether or not this Consultant commits a breach of his employment or service contract by leaving his employment or by terminating his contract. In the event of a breach of this commitment, the Client will be held liable to the Service Provider for any particular loss or damage, directly or indirectly suffered in relation to the aforesaid breach.

Such a poaching of a Consultant by the client will automatically be considered as an act of unfair competition and a breach such as defined in Article 1382 of the Code Civil (France, Belgium, Luxemburg, this article being quoted as an example).

The Client cannot ignore that, because the Consultants presented to him have developed, in part thanks to NEREA, very specific skills, any poaching will necessarily lead to a significant disorganisation for NEREA, in addition to the difficulties linked to the replacement of the poached consultant and the transfer of skills, knowledge and know-how linked to the poaching.

Therefore, should article 5.1 §1 be breached by the Client, the latter will compensate NEREA for an amount equivalent to eighteen months of the poached Consultant's full-time average gross salary (all taxes included), this compensation.

This compensation is due and payable at first request within the fifteen days following the breach's discovery. In addition to this, NEREA retains the right to claim compensation for further compensation, should the damage be more important.

5.5 Throughout the term of the Contract, after its termination and even in the event of premature termination of the Contract, for any reason, the Client undertakes for a period of 24 months after a Consultant has finished providing his Services based on the Contract, not to use similar solutions to those recommended by the Service Provider, nor to assist in integrating such a solution or its replacement.

Where the project includes roll-out, the Client undertakes not to oppose roll-out and after launch not to halt roll-out within two months from the effective date of roll-out without the Service Provider's prior agreement. In the event of breach, the service Provider reserves the right to legally claim any compensation. In such an event, such compensation will be for a sum not less than 25 000 Euros.

5.6 During the term of the Contract, the Client will have limited authority over the Consultants and will, to the exclusion of other administrative prerogatives, only be authorised to:

- comply with and impose compliance with all obligations based on legislature relating to the best interests of employees;
- provide employees with instructions, based on the Contract, relating to hours of work and holidays, access to buildings and premises;
- provide employees with instructions that are appropriate in relation to the execution of the Contract.

6. CONFIDENTIALITY

6.1 The Service Provider acknowledges that, in the course of completing assignments for the Client, the Service Provider will have access to confidential information relating to the Client and their clients, as well as partner companies and their clients. The Service Provider hereby undertakes, for the duration of the contract and for a period of 5 years following its completion, and regardless of any reason, not to reveal or show to any person or legal authority, or to use for personal gain, any Confidential Information of or relating to the Client, its branches or subsidiaries, their respective clients, whether protected or not by professional confidentiality, which they may acquire while fulfilling the contract or which they may receive or obtain during the term of the Contract.

6.2 The Service Provider is bound to report to the Client any actual or potential breach of confidentiality, or security procedures and checks.

6.3 Any note, report, list, log or recording, document or contract of any nature and of any sort relating to the Client remains the sole property of the Client and must be created, prepared and kept in a strictly confidential manner by the Service Provider on behalf of the Client. Any note, report, list, record, document or contract of any nature and of any kind emanating from the Service Provider shall remain the exclusive property of the Service Provider and shall be considered as strictly confidential by the Client. Where the client is authorised to use and/or modify said any document produced by the Service Provider or received a document that may be modified by the Service Provider, the Client commits to have any modification validated by the Service Provider and not to disclose the information generated by the Service Provider, either in part or in full. Moreover, any code produced by Consultants in the course of the present Contract must be and remain the exclusive property of the Service Provider. Where the client is authorised to use and/or modify said code, the Service Provider may deliver the source code to the Client subject to maintaining exclusive ownership of all intellectual property rights and related rights and to being free to use them. The client commits to have any code modification validated by the Service Provider and not to disclose in any way either part of all of the code produced by the Service Provider or by his Consultants..

6.4 In the Contract, "Confidential Information" means any information whether recognised as confidential or not, including but not limited to:

- Any piece of secret or private technical data, any production blueprints, any marketing strategy or technique;
- Any file or manual relating to the services offered by the Client;
- Any other secret or private business method belonging to the Client, any list and any specific details of the Client's suppliers, their clients and employees.

In the contract, "Confidential Information" shall exclude:

- Any publicly known information or information about to be disclosed to the public;
- Any information that it is likely that the Service Provider already knew before receiving that same information from the Client;
- Any information that the Service Provider has received or is to receive from a third party that is not bound to any obligation of confidentiality on the part of the latter.

6.5 The Client guarantees the same confidentiality to the Service Provider, their consultants and any associated company.

6.6 The Client gives the provider express permission to use its trade name(s), trademarks, logo(s) or other branding as well as those of associated companies, subsidiaries or parent companies for publicity or advertising purposes on any medium chosen by the service provider, without such use being allowed to be to the detriment of the Client. The Client also gives permission for the project description to be published for the same purpose, on any medium chosen by the service provider.

7. ACTS OF GOD

No Party will be held liable by the other in the event that it fails or is late to execute its obligations as mentioned above due to an act of God.

8. LIABILITY, CONFIDENTIALITY AND INTELLECTUAL RIGHTS

Source Code and Intellectual Property

Preamble

As specified in Article 6.3 (relating to Confidentiality), any note, report, list, recording, document or contract of any sort or kind coming from the Client shall remain the latter's sole property and must be created, prepared and kept in the strictest confidentiality by the Service Provider for and on behalf of the Client.

Any note, report, list, recording, document or contract of any sort or kind coming from the Service Provider shall remain the latter's sole property and must be kept in the strictest confidentiality by the Client.

On the assumption that the Client is authorised to use and/or to alter any document coming from the Service Provider or has received any alterable document coming from the Service Provider, the Client shall undertake to have any alteration by the Service Provider validated and shall furthermore undertake not to divulge all or part of the information coming from the Service Provider in any way whatsoever. Similarly, any code produced by the Consultants in the course of this Contract shall be and shall remain the Service Provider's exclusive property. On the assumption that the Client is authorised to use and/or to alter said code, the Service Provider shall be able to relay the source code to the Client subject to keeping the exclusive ownership and free use of the relevant intellectual property rights. The Client shall undertake to have any alteration of the code validated by the Service Provider and shall further undertake not to divulge all or part of the code coming from the Service Provider or from the latter's consultants in any way whatsoever.

Source Code

Nerea's assignments shall include a parameter setting part which shall be implemented on the basis of Microsoft programmes of which the source code (the basic programme) is sometimes accessible and sometimes not.

The Client shall automatically benefit from the parameter settings implemented by Nerea, which shall remain the latter's intellectual property: the Client shall be able to use them, but not to communicate the parameter settings or the ensuing documents to third parties.

It may, in certain cases and especially when a licensed right has been granted, want to obtain the source code, in such a way as then to be able, itself, to proceed with new parameter settings or with alterations of the ones initially implemented by Nerea.

What is granted when the source code is communicated to the Client is the right to use that code in the strict context of the licence that is granted in parallel. It is also a strictly internal right of use that is granted as regards the parameter settings or any other work carried out by Nerea: the Client shall expressly refrain from transmitting this intellectual work to any third person whatsoever.

Only Nerea shall be able to communicate the source code, provided that it is in a position to do so, which is not always the case, as Microsoft may limit the option.

When the Client has asked to know the source code and Nerea has acceded to its request, as from the moment when the source code is known by the Client, Nerea shall be released from all responsibility, more particularly but not exclusively, from its responsibility with regard to the stability of the Client's platform or recursive tests that may reveal any negative impacts on said platform.

The same applies if the Client itself proceeds with new parameter settings or with alterations to the ones implemented by Nerea.

In addition, the Client is informed that a subcontractor upon which the Service Provider, Nerea, would have called shall refrain from communicating to anyone whatsoever the source codes of which it would be made aware in the course of its assignment, and that, more generally, any knowledge or know-how that would be communicated to it by Nerea shall remain the latter's exclusive property. The Client may not solicit a subcontractor on this point without making itself guilty of infringing Nerea's rights.

Intellectual Rights

The "intellectual rights", or "intellectual property", commonly known in short as "IP", include every kind of intellectual rights as defined by the world's various legal regimes, whether it is a question of legal systems or of definition systems that are derived from common law systems and are therefore legally recognised, and in particular:

- copyrights, patents, trade secrets, manufacturing secrets, know-how, brands, inventions, design, logos, commercial packaging and presentation, moral rights (see above) such as author's rights, for example), hidden words, slogans and other advertising derivatives of any kind used for professional commercial purposes and any other form of private immaterial rights.
- Any application or right of application of the aforesaid rights.

These rights are never assigned other than on a strictly limited basis and only by virtue of Nerea's express consent in writing.

A renewal, an extension or a restoration implicit in that licensing shall not be tantamount to a licensing.

In other words and in summary, the intellectual rights implemented or used in the context of assignments delegated to the Service Provider shall remain the property of Nerea, the Service Provider, unless specifically agreed otherwise in writing.

On the supposition that the work carried out is done so by a subcontractor and that the contract between the Service Provider and the subcontractor contains one or more parts that could be protected by the intellectual property law, the

Client is informed that the subcontractor has assigned to Nerea, which accepts, the whole of its rights of author (except for the moral rights) on the work created by application of this agreement.

The patrimonial intellectual rights that constitute Nerea's exclusive property, either directly or because they may have been assigned by the subcontractor, shall include in particular:

The rights of reproduction and of communication to the public.

Operating Modes

Nerea alone shall have the right to fix the work, in part or in whole, by any technique and on any support, and in particular:

- An on-line support, including the Internet, and on any Intranet network, in any computer terminals in private or public places. The authorisation to reproduce on the Internet also includes the authorisation to establish any link from or to the website where the work is reproduced, the right to mention some of the advertising on the website, and, generally, the right to make normal use of the website and its content.

- A "paper" support such as:

The entire or partial publication in periodicals, information publications, books, syllabuses, instructions leaflets, and so on;

- The option of reproducing the work on another support, including electronic off-line, such as: CD-ROM, database, floppy disk, DVD, USB stick, Flash drive, and so on;

- The right to reproduce the work in an unlimited number of copies of each support;

- The right to distribute the work and to communicate it to the public, including communication by cable, satellite, radio, the Internet and computer networks;

Liability Strictly Speaking

8.1 These General Conditions are not deemed to constitute or suggest a guarantee given by the Service Provider of continual and satisfactory functioning of the equipment and the software with no malfunctions, and the Service Provider gives no such guarantee. The Service Provider may not be held liable for any event that arises outside of its area of intervention and/or services carried out on the basis of a mission Contract.

8.2.1 In addition, the Service Provider may not be held liable for any error or defect in any equipment or software, or for any error or defect arising from the use of the IT system by the Client's staff.

8.2.2 Notice of complaints must be given by registered letter within eight days of the defect arising or non-compliance being established otherwise they will not be valid.

8.3 The full and complete liability of the Service Provider towards the Client in relation to the Services provided on the basis of the Contract and in relation to any negligence, positive act or omission committed by the Consultants, subcontractors or agents, taking into account death, detriment, loss or damage caused by or resulting from any of the aforementioned entities, is subject to compensation of up to EUR 250 000. This shall be applied to the full exclusion of any other condition, guarantee, stipulation or declaration, irrespective of any other express or implicit legal reference.

Without prejudice to the previous paragraph, the Service Provider may not be held liable for loss of sales, profits or contracts or for any other loss or any indirect or subsequent damage.

8.4.1 In any event, the full and complete liability of the Service Provider towards the Client in relation to the Services provided on the basis of the Contract and in relation to any negligence, positive act or omission committed by the

Consultants, sub-contractors or agents, taking into account death, detriment, loss or damage caused by or resulting from any of the aforementioned entities, is strictly limited, without prejudice to the above, to the liability covered by the Service Provider in their professional civil liability insurance policy.

8.4.2 In this respect it is stipulated that the company insures contractual and extra-contractual civil liability that may fall to the insured due to damage of any nature caused to third parties and arising from errors, omissions or negligence committed by them in their capacity as a provider of IT services as part of their business.

Cover is acquired within the limitations of legislation relating to civil liability, and the company may not be required to provide more extensive compensation as a result of specific commitments made by the insured.

8.4.3 It is stipulated that the purpose of the insurance contract is to cover the policyholder for services of an intellectual nature as part of tasks entrusted to the insured in the context of their business as a provider of IT services, including:

- Researching, designing and creating computer programs;
- Consultancy (analysis of IT needs, miscellaneous advice, etc.);
- Managing IT projects

on the understanding that this research and consultancy is carried out or given independently of any supply of goods, maintenance work or alteration work on equipment.

Prejudicial consequences of the supply of goods, maintenance work or alteration work on equipment are not covered.

8.4.4 Without prejudice to the exclusions laid down in the insurance policy, cover is extended to reimbursement of costs reasonably incurred for recovering or restoring documents, files, tapes, disks or media that are lost, stolen, destroyed or damaged, if they cannot be recovered or restored by a third party and the detriment arises as a result of a covered incident.

8.4.5 The insurance covers activities at the operating sites of the policyholder in the territory of his company headquarters and covers claims for compensation made worldwide as a result of this activity, with the exception of claims made in the USA / CANADA or arising from services provided or destined for locations outside of Europe.

8.4.6 EXCLUSIONS FROM THE COMPANY'S GUARANTEES

The following are excluded from the company's guarantees and, consequently, from the Service Provider's potential liability in the context of this agreement:

8.4.6.1 Damage or losses caused intentionally by the insured party. However, where the offending party is neither the entity taking out the insurance nor one of its partners, directors, managers, bodies, agents of the directors or technical managers, the guarantees will remain for the insured parties other than for the offending party, subject to the excess provided for contractually and to the recourse that the company has the right to exercise against it.

8.4.6.2 Damage or losses caused by:

- the way in which the business is run, as accepted by the insured party, or by such a breach in care and safety standards governing the insured party's activities that the prejudicial consequences of this breach or the way in which the business is run, were – in to the opinion of any person ordinarily competent in the matter – almost unavoidable. Obvious failure to comply with the strict institutionalised backup procedure, deliberate refusal to use the latest version of the anti-virus program, the recommendation of equipment that clearly does not meet the client's needs;
- multiple instances, because of the absence of precautions, of damage with the same underlying cause;
- acceptance and completion of services, work or contract whilst the insured party knew that it obviously had neither the ability or technical expertise required, nor the appropriate material or human resources needed to carry out the service, work or this contract, in compliance with their commitments and under sufficient safety conditions for third parties, choosing agents that are obviously unqualified for the work to be carried out.
- inebriation, alcoholic intoxication or a similar state caused by the use of substances other than alcoholic drinks;
- failure to use recommended methods or those used for adequate prior verification, given the technical and scientific expertise acquired.

- 8.4.6.3** damage or losses resulting from the non-restitution of funds, misappropriation, fraudulent conversion, embezzlement or any similar conduct along with unfair competition, or infringement of intellectual property rights such as patents, trademarks, designs or templates and copyright;
- 8.4.6.4** damage or losses resulting from the non-execution or partial execution of contractual commitments such as the consequences of breaking off negotiations prior to signing the contract, delay in execution of work or services, expenses incurred in view of recommencing or correcting poorly executed services.
- 8.4.6.5** administrative, financial or transactional legal penalties, damages of a punitive or dissuasive nature (such as “punitive damages” or “exemplary damages” under some foreign law) along with legal costs relating to repressive proceedings;
- 8.4.6.6** the insured company’s business representatives' business liability by virtue of legislation in force, in the event of an administrative offence committed by them in their capacity as director or manager;
- 8.4.6.7** liability not based on intellectual services which are the subject of work given to the policyholder as part of its activities as an IT services supplier and covered by a business liability policy or following execution of the work/product delivery;
- 8.4.6.8** claims relating to overruns on estimate or budget, lack of checks or errors of costing along with any claim whose aim is to dispute or retain fees and costs;
- 8.4.6.9** liabilities which might fall upon sub-contractors, partners or members of a consortium or of a joint venture, working in collaboration with the policyholder;
- 8.4.6.10** damage or losses resulting from the use of experimental techniques or prototype applications;
- 8.4.6.11** liability resulting from services carried out in the area of offshore platforms or products complying with offshore standards:
- 8.4.6.12** damage or losses resulting from war, strike, lock-out, riot, act of terrorism or sabotage, any act of collective violence, accompanied or not by rebellion against the authorities;
- 8.4.6.13** damage or losses resulting from the presence or dispersion of asbestos, asbestos fibres or products containing asbestos, in so far as these damages result from the harmful properties of the asbestos;
- 8.4.6.14** damage or losses resulting directly or indirectly from:
- changes in the atomic nucleus,
 - radiation,
 - the production of ionising radiation of any sort,
 - the presence of harmful combustible properties – or substances - that are nuclear or radioactive products or waste;
- 8.4.6.15** the demand for compensation for environmental pollution and in particular any damage caused directly or indirectly by:
- pollution or contamination of the earth, water or the atmosphere,
 - noise, odours, temperature, humidity,
 - vibration, radiation;
- 8.4.6.16** additional costs resulting directly or indirectly from damage of any sort which originate in a computer virus or its spread. A computer virus is to be understood to be a computer program or group of programs designed to be prejudicial to computer systems’ integrity, availability or confidentiality
- 8.4.6.17** site hosting, network security, e-commerce and the security of banking transactions;
- 8.4.6.18** activities related to programming in the aeronautics and space sector.

8.5 CLIENT'S LIABILITY

Without prejudice to the above, the full and complete liability of the Service Provider towards the Client in relation to the Services provided on the basis of the Contract and in relation to any negligence, positive act or omission committed by the Consultants, sub-contractors or agents, taking into account death, detriment, loss or damage caused by or resulting from any of the aforementioned entities, may in no case be invoked when the Client's actions interfere with the Service Provider's services.

This will apply in cases including, but not limited to:

- Manipulation of files on the servers
- Deletion of backup files
- Manipulation of backup tools
- Failure to replace backup tapes
- Use of the SQL Server as an administrative console
- Manipulation of Exchange files
- Storage of data in unrecognised or unauthorised places
- Use of external peripherals (disk drives, USB pen sticks) as a backup or file storage location
- Storage of data on the hard drive of a laptop not covered by an automated backup facility
- Manipulation of Active Directory permissions

The client remains solely liable for data sent to the provider, and must, prior to any data being sent, ensure that a backup and copy are made of the data.

This copy must be retained by the client until final verification of the transfer and for a minimum of 2 years.

If such a copy is not kept for this period, the provider may in no way be held liable for potential problems due to missing or corrupt data.

Similarly, access provision to confidential data (such as passwords, client lists, manufacturing secrets etc.) sent to the provider is the full responsibility of the client who, except in the event of obvious fraud, may not hold the provider liable in the case of such data being used, distributed, stolen, illegally copied etc.

8.6 Without prejudice to the aforementioned, in case of hardware sales:

The client is aware of the specifications, capabilities and limitations of the hardware being sold.

The provider guarantees the hardware subject to the limits and terms stipulated in the proposal, in accordance with the relevant specifications.

The guarantee is in all events limited to the duration and scope of that given by the hardware manufacturer.

The guarantee shall in no case cover incorrect or improper use, user error, lack of maintenance or operations performed by a third party on the hardware being sold.

The service provider's liability is limited, as they so choose, to replacing or repairing the faulty hardware as quickly as possible, excluding all other indemnity for any reason whatsoever, damage, direct or indirect, which may occur to persons or third parties as a result of using the hardware.

If they are not to be out of time, claims for patent defect, or of non-compliance will be made in writing within five days of equipment delivery. In the same way, claims for hidden defects must be notified by registered letter within eight days of the occurrence of the defect.

9. TERMINATION

In the event that a material breach is committed by either one of the parties of any of their obligations under the terms of the contract (and in the event such a breach can be made good, that no steps have been made to remedy the situation within 30 days from receipt of formal notice given by the other party requiring remedial action), the other party may give notice and immediately terminate the contract, this termination taking immediate effect from the date of receiving notice, without prejudice to article 4.

10. COMPETENT JURISDICTION

The interpretation and execution of this contract and general conditions are governed by the service provider's national laws, the parties agreeing to submit any dispute to the jurisdiction covering the service provider's headquarters.

11. NOTICE

Any notice, document, or other communication (hereafter "Notice") given above will be in writing and sent by first class registered letter with acknowledgement of receipt, telex, fax or any other electronic method in a format enabling delivery of a registered copy visible on the reverse to the addressee and to the indicated address. Any Notice sent by letter is legally considered to have been duly delivered three working days after the date of sending. Any Notice sent by telex, fax, or any other electronic means is legally considered to have been duly delivered at the time of its transmission (when transmitted during normal working hours to the addressee's office, and when not so transmitted, at the start of normal working hours to the aforementioned office, the working day following the transmission).

12. Privacy-Related Information – Date communicated by the Client to the Service Provider

Personal information (name, first name, profession, domicile or place of residence, phone and fax number, email, date and place of birth, marital status, national registry & ID card number, bank account number, information related to your file, included, if and insofar as required by the file's management, sensitive information or data concerning health, if necessary without the intervention of a health professional, as well as that pertaining to disputes settled in Court, suspicions, legal procedures either in progress or settled, for which consent was specifically given) communicated directly or indirectly to NEREA are processed by NEREA, and by its secretariat and its accounting department, pursuant to European legislation pertaining to the protection of privacy and the use of personal information:

- (i) in the context of our contractual relationship, including the verification of conflicts of interest in the company;
- (ii) for the issuing, the collection and the checking of invoices;
- (iii) in order to abide by our obligations pursuant to the January 11, 1993 law pertaining to the prohibition of the use of the financial system for money-laundering purposes or to fund terrorism;

By communicating personal information, the Client explicitly authorises NEREA to use this information for the here-above mentioned purposes. The authorization to use the information related to the health of individuals may however be revoked at any time. This information may only be used for the purposes described here above. It will be kept for a duration of 5 years after the completion of our assignment.

The personal information given by the Client shall not be communicated to any party other than the person in charge of the management of your file within our company or, should it be necessary so that a partner may reuse the intellectual work made in the management of your file for another file, within the limits of the legislation mentioned here above.

Providing the request is made in writing, duly dated and signed and accompanied by proof of the identity, the person communicating the information to NEREA may get from the company, free of charge if the volume is reasonable, a hard copy of the personal information concerning an individual detained by the company, and, if applicable, of the corrections made to incorrect, incomplete or non-pertinent information.

The person communicating the information to NEREA may also call on the Privacy Protection Commission to exert your rights.

The Chairman of the First Instance court is competent for any decision pertaining to a request to receive communication, correction or deletion of personal data if no response was given within 45 days of the said request, or when the request has been rejected.

If at any time the person communicating this information to NEREA believes that NEREA violates privacy, this person is invited to write a letter or an e-mail (kdu@nerea.com). Nerea shall take all necessary measures to identify and correct the problem.

Any person wishing to get more information may contact the Commission for Privacy at the following address: Commission pour la Protection de la Vie Privée, Rue Haute, 139 à 1000 Bruxelles, or any other similar body within the European Union.

(Phone: +32-2-213.85.40; Fax: +32-2-213.85.65; commission@privacy.fgov.be)

For Luxembourg, anybody wanting any further information may contact the Protection of Privacy Commission at the following address: Commission Nationale pour la Protection de la Vie Privée, whose head office is at 1, Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette, or any other similar body within the European Union.

(Contact with this body is possible via the following link: <http://www.cnpd.public.lu/fr/support/contact/index.php>)

13. Use of the Client's data thanks to the tools implemented by NEREA and Privacy

The solutions implemented by NEREA (the Owner) enable the client to better use the commercial information obtained from its own clients, as the solutions implemented by the Services Provider, among other things, allow a company to better collect the data communicated by their clients.

The Client is reminded that it is his responsibility to fully comply with all the laws and regulations applicable in Europe concerning the use of personal data, and more specifically with the following:

- European Charter of Fundamental Rights : [articles 7 and 8](#).
- [Directive 95/46/CE](#) of the European Parliament and of the Council dated October 24, 1995 pertaining to the protection of individuals and the processing of personal information and free circulation.
- [Directive 2002/58/CE](#) of the European Parliament and the Council dated July 12, 2002 pertaining to the use of personal data and the protection of Privacy in the sector of electronic communication (Privacy & Electronic Communication Directive) - [Directive 2009/136/CE](#) of the European Parliament and of the Council dated November 25, 2009 modifying directive 2002/22/CE about universal service and the users' rights in regard with the electronic networks and services, directive 2002/58/CE pertaining to the processing of personal data and the protection of privacy in the sector of electronic communications and regulation (CE) no 2006/2004 related to the cooperation between the national bodies entrusted with the control of the Consumers' Protection legislation.
- [Regulation 45/2001/CE](#) by the European Parliament and the Council dated December 18, 2000 pertaining to the protection of individuals in regard with the processing of personal data by European bodies and institutions and to the free circulation of this information.

The client is sole responsible for the illegal use which could be made of the tools given to him.