

SOFTWARE USER LICENCE

IT IS IMPORTANT THAT YOU READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING AND/OR USING THE SOFTWARE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT CLICK 'I AGREE'. PRIM'X TECHNOLOGIES SUGGESTS THAT YOU PRINT THIS AGREEMENT BEFORE CONFIRMING YOUR ACCEPTANCE, TO ENSURE THAT YOU ACCEPT IT WITHOUT RESERVATION.

IF YOU USE THE SOFTWARE IN ANY MANNER WHATSOEVER, YOU UNDERTAKE TO COMPLY WITH THE TERMS OF THIS LICENCE AGREEMENT (HEREINAFTER THE "LICENCE").

1. Scope of user rights

The Software is protected by copyright and by the following provisions.

In consideration for payment in full of all licence fees, Prim'X grants users of the Software or, where applicable, users of the Workstations on which the Software is installed (hereinafter the "Users"), a personal, unlimited, non-exclusive and non-assignable right of access to the Software.

The right to use the Software hereby granted consists in the implementation and use of the Software in binary code, by Users, to access data required solely for their professional use.

Save where provided for to the contrary in the Agreement, for licences sold per Workstation, Users may not copy and install the Software on other workstations unless the cost of the associated licence has been paid by Prim'X's customer (the "Customer") for the additional Workstations. Users may, however, uninstall Software from a Workstation and install it on a new Workstation.

The foregoing provisions represent all Users' rights regarding the use, reproduction, printing and display of all or part of the Software.

The right to access the Software excludes all other rights and under no circumstances confers the right to carry out any action not expressly authorised, in particular the right to make any copy, translation, adaptation, decompilation, decoding, arrangement or any other modification of the Software and/or its components, subject to the foregoing provisions.

Users shall, moreover, refrain from using the Software for fraudulent ends, attempting to log in to an account other than their own or performing analysis of the system akin to reverse engineering. Users shall thus refrain from carrying out or arranging the transcription of the Software into any language whatsoever, adapting it for use on any hardware other than that provided for in the agreement and from making any representations thereof or modifications thereto.

Any use exceeding that defined herein shall expose Users to legal action for copyright infringement.

Users are prohibited from the following:

- using the specifications pertaining to the Software to create or enable the creation of a program for the same purpose,
- disclosing the content of the Software without Prim'X's prior, written consent,
- assigning, leasing, subleasing or transferring their user licence to a third party without Prim'X's prior, written consent,
- failing to comply with the Software's functionalities,
- merging the Software, even partially, with other programs.

2. Terms of use

Under a trial licence, the right to use the Software is limited to conducting usability tests, to the exclusion of all other uses.

For other licences, Users may only use the Software for their own professional requirements in accordance with its contractual intended purpose. Users shall take all necessary precautions when using the Software.

Prim'X undertake to use their passwords and/or ID strictly for authentication purposes. Users must not, in this respect, and without this list being exhaustive, communicate, publish, share or make said elements of identification available in any manner whatsoever to third parties.

Prim'X Technologies may, with no limit on frequency, carry out (or have carried out by an independent service provider of its choice) an audit on the Customer's premises and computer systems in order to check compliance with the Agreement and the conditions of the user license (in particular to check the actual number of Users of the Software and compliance with Prim'X Technologies' intellectual property rights). Prim'X Technologies undertakes to

inform the Customer at least five (5) working days before the planned date of intervention. In order to carry out this audit, the Customer will allow Prim'X Technologies access to its premises and IT systems without delay. The Customer undertakes to:

- cooperate in good faith ;
- provide access to all documents useful for the audit operations;
- make available to Prim'X Technologies all the material resources enabling the latter to carry out the audit operations and in particular to give it access to the information systems where and on which the Software is used.

Prim'X Technologies may use any technology of its choice to carry out the said operations and in particular will be authorised to install on the Customer's computer systems any script enabling it to find out the conditions of use of the Software by the Users. Prim'X Technologies undertakes to respect and to ensure that any third party working on its behalf respects the strict confidentiality of the information collected in the context of the audits. The Customer may not invoke any secrecy or confidentiality obligation to oppose all or part of these operations. The costs of these audit operations will be borne by Prim'X Technologies unless they reveal a breach of the Customer's obligations, in which case the costs of these operations will be re-invoiced in full.

Similarly, the Customer undertakes to send, once a year, within thirty (30) days of Prim'X Technologies' request, a written statement specifying the number of Software used, the number of Workstations equipped, the number of Users, the name of the structure concerned as well as the name and contact details of the person in charge of the licenses in the structure concerned when the Customer centralises the ordering, invoicing and payment of the Software on behalf of the member entities of its group.

3. Intellectual property rights

Users acknowledge that no intellectual property rights pertaining to the Software are hereby transferred to them.

Users undertake not to breach Prim'X's intellectual property rights either directly, indirectly or via the third parties with which they are associated.

Users possess no rights regarding the registered trademarks, logos, texts, graphics, images, audio files, videos or any other element protected by intellectual property rights appearing when accessing the Software after identifying themselves.

4. Term

The licence is granted for the entire legal term of protection of the intellectual property rights attached to the Software in the case of a perpetual licence or for the term set out in the Agreement entered into with the Customer in the case of a subscription licence.

As an exception to the foregoing, trial licences are made available to the Customer for a maximum of three (3) months, which may be renewed at the Customer's request. Trial licences installed on Workstations must be uninstalled at the end of this period.

Users may end the licence agreement at any time by ceasing to use the Software.

In the event of a breach by a User of one of the terms set forth herein, their access to this licence may be terminated by Prim'X as of right and without advance notice, by registered letter with acknowledgement of receipt to the User concerned by said breach.

In the event of the termination of this licence, the Users concerned must cease all use of the Software and, if the Software has been installed on Workstations, uninstall it from the Workstations on which it has been installed and destroy any copies of the Software that they may have made.

5. Liability

The Customer and Users expressly agree to take all appropriate precautions when implementing and using the Software.

Prim'X may therefore not be held liable for damage resulting from incorrect installation or incorrect use of the Software.

The Customer and Users are solely responsible for use of the Software in compliance with the regulations in force.

The Software is subject to French regulations governing the control of exports of cryptographic means and, where applicable, export or import regulations in effect in other countries. The Customer shall strictly comply with all such

regulations and acknowledges that it is responsible, where applicable, for obtaining all licences required in order to export, re-export or import the Software after it has taken delivery thereof.

Prim'X may not be held liable for the accidental destruction of a User's data, which the latter is responsible for backing up.

The Customer and Users are expressly informed that while trial licences do encrypt data, they do not offer the same level of security as Prim'X Technologies' commercial licences. The Customer and Users are therefore responsible for taking the necessary precautions to ensure the security of data collected by the Software provided to the Customer under a trial licence.

With respect to the means of encryption, the User is responsible for the safekeeping and recoverability of its keys (passwords, certificates and hardware devices) throughout the term of the licence. The User is, moreover, responsible for backing up their data correctly, in accordance with best practice in the field of digital data. In particular, prior to uninstalling the Software from a Workstation, the User is responsible for ensuring that all data encrypted in the context of its use of the Software have been returned in an unencrypted form.

Prim'X Technologies may not be held liable for incorrect use of a means of encryption or, in general, of the Software, nor for undesirable behaviour in connection with the environment in which the Software is used (malice, code theft, etc.). In particular, Prim'X may not be held liable for failures or malfunctions observed on the communications networks used.

Under no circumstances may Prim'X be required to pay compensation for indirect harm sustained by Users or the Customer. Under no circumstances may Prim'X or its distributors be held liable for any damage whatsoever, whether direct or indirect, caused to the Customer, Users or third parties, particularly as a result of a malfunction or failure of the Software.

6. Personal nature of the licence

The benefit of the rights granted to the Customer and the Users is personal to the latter and may not be assigned in any manner whatsoever, directly or indirectly, in whole or in part, whether in return for payment or free of charge, (and in particular in the form of a transfer, contribution to a company or, where applicable, a transfer of securities or a change of control of the company

operated by the Customer) without the prior written agreement of Prim'X Technologies. In particular, the Agreement may not be assigned to the member entities of the group to which it belongs without the prior written agreement of Prim'X Technologies.

When the Customer centralises the ordering, invoicing and payment of the Software on behalf of the members entities of its group, Prim'X Technologies grants the Customer and the said entities the possibility of using the Software in accordance with the terms of the Software user licence as appended hereto, with the Customer guaranteeing the compliance of these entities with said licence. The Customer acknowledges and accepts that if any of the entities in the group loses its status as a member of the Customer's group, for whatever reason, the said entity will lose its right to use the Software.

When the Customer negotiates with Prim'X Technologies the financial conditions of the Software and refers them to the entities of the group to which it belongs, which then order them and pay them directly to Prim'X Technologies, the Customer declares that it is acting both on its own behalf and on behalf of the said entities and is responsible for the ratification of the Agreement in all of its provisions without any reservations by the said entities. In this case, the Customer and the entities acknowledge and accept that if any of the entities in the group loses its status as a member of the Customer's group, for whatever reason, the said entity will lose its right to benefit from the financial conditions granted to the group to which it belonged, without losing its status as Customer.

7. Applicable law - Jurisdiction

This licence is subject to French law.

ANY DISPUTE ARISING IN CONNECTION WITH THIS LICENCE AND IN PARTICULAR WITH THE SIGNATURE, PERFORMANCE OR TERMINATION HEREOF, SHALL BE REFERRED TO THE COURTS WITH JURISDICTION, INCLUDING IN THE EVENT OF SUMMARY PROCEEDINGS OR MULTIPLE DEFENDANTS.

Users state that they have read and fully understand this Agreement, and shall comply with the provisions set forth herein.