

General Terms and Conditions
Trace One Solution
April 2018 Version

Trace One provides on-line collaborative software solutions ("the Trace One Solution(s)"), which allow its clients that are subscribers to such application services (the "Service(s)") to manage and exchange Data with their Trading Partners via the Internet.

BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS (HEREINAFTER REFERRED TO AS "GTC") BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, AND IF APPROPRIATE BY SUBSCRIBING AND ACCESSING, EXECUTING OR BY USING OUR SERVICES, YOU ("YOU") HEREBY ACCEPT THE AGREEMENT.

IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY/ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN AND BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY TO ENTER INTO THIS AGREEMENT OR IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU CANNOT USE THE TRACE ONE SOLUTION.

YOU acknowledge that YOU have been granted access to, and have consulted, all the documents constituting the Agreement, as defined hereunder. YOU further acknowledge that YOU are subscribing to the Services of Your own choice.

Your use of our Services is also subject to our Personal Data Protection Policy and Cookie Policy attached to the Agreement.

The Agreement governs Your access to and Your use of the Trace One Solutions.

1. Access and use of the Trace One Solution, Environment. During the term of the Agreement, YOU shall have the limited, non-exclusive and non-transferable right to access and use of the Services subject to the terms and conditions applicable to these Services (including the Specific Terms and Conditions attached thereto and these GTC), and solely to conduct business on Your own behalf.

YOU will strictly comply with all terms and conditions of the Agreement, including the Specific Terms and Conditions relating to the concerned Trace One Solution, with the recommendations of the Documentation, and with all terms and conditions of use stipulated herein or directly in the Trace One Solutions. Any use of the Trace One Solutions which is not expressly authorized by Trace One is prohibited.

YOU acknowledge that the conception of the Services is based on standardization logic which involves certain constraints and that only those functionalities and tasks corresponding to the Documentation may be carried out.

YOU do not have any right relating to the Trace One Solution other than those expressly granted under the Agreement.

YOU acknowledge that YOU have read the Technical Requirements to access to Trace One's Services and further acknowledge that Trace One may change the Technical Requirements from time to time in particular as a result of the evolution of the Services themselves. Trace One will provide YOU with notice of such changes, by any means, including on the Trace One Solution website, and as far in advance as practicable within (1) one month in advance.

YOU will provide and maintain the Environment for the term of the Agreement. YOU acknowledge that YOU are responsible for providing and maintaining the Environment, including upgrading Your operating system, antivirus, material and/or network in response to any changes to the Technical Requirements of the Environment made by Trace One, in order to ensure its compatibility with the current version of the Trace One Solution, including but not limited the acquisition of the Internet connection at Your own expense. YOU acknowledge that any configuration that does not comply with the Technical Requirements may lead to a deterioration in the quality of the Services, or even their malfunction, which Trace One cannot be responsible for.

2. Security, Content. YOU shall authenticate Yourself to connect to the Trace One Solution through Your personal Connection Data. It is Your responsibility to take all necessary steps to control or to prohibit unauthorized access and use. Any connection to the Trace One Solution made via these means of identification and security shall be deemed to have been made by YOU, YOU can nevertheless provide the evidence of a fraud by a third party. Trace One shall not be held responsible in the event of wrongful or fraudulent use of these methods.

YOU are responsible for all the Content and all Data that YOU use and communicate in connection with the Service. YOU shall comply with all applicable Laws during performance of Your obligations, and other activities, pursuant to the Agreement, and YOU shall ensure, if applicable, that Your employees and agents are aware and comply with all applicable Laws, including but not limited to Laws relating to personal data protection.

YOU warrant that Your use of the Services and Trace One Solutions, including the use of Data, will not give rise to any third-party claims, including claims relating to infringement, obscenity, slander, defamation or violations of rights privacy, publicity or other third-party rights.

Trace One shall in no event be held liable for the Content entered or received by YOU in the context of the Trace One Solution and in general the Services. Trace One will have no duty to monitor Data entered or received by YOU. If Trace One determines that any Data fails to comply with the terms of the Agreement, in addition to any other authorized remedies available by the applicable Law in case of breach of contractual obligations or in this Agreement, Trace One may, with causes and without liability, without judicial order and without prior notice, terminate or suspend the Services, including access to the Trace One Solution or delete or refuse to include the relevant Data.

Trace One will use commercially reasonable efforts to preserve the integrity and the confidentiality of Data entered or received by YOU within Trace One's hosting and data processing systems. YOU acknowledge that transport of such Data will take place via the internet, and further acknowledge that Trace One will not be responsible for any loss or breach of such Data due to unavailability or degraded performance of the Internet, network elements or other causes outside Trace One's control.

3. Data Privacy. YOU acknowledge and agree that YOU are fully responsible for all personal data as 'controller' in accordance with the European Regulation related to personal data protection. To the extent that personal data is stored and/or processed under the Agreement, Trace One will adhere to Your instructions as a 'processor' in accordance with the European Regulation related to personal data protection. Your instructions exceeding the scope of Services will be at Your expense and subject to technical and organizational feasibility by Trace One. Whenever Your instructions are in infringement of personal data protection regulations, Trace One will inform you of it as soon as possible as from the moment that Trace One is aware of the potential infringement. YOU and Trace One will implement all technical and organizational measures necessary to meet the requirements of applicable data protection Laws to protect personal data against misuse.

YOU warrant that none of Your legal requirements prevent Trace One from fulfilling its contractual obligations under the Agreement in compliance with applicable Laws, this includes, but is not limited to, ensuring that all concerned individuals have previously given consent to a possible processing of their personal data, whenever such consent is legally required.

Trace One will use commercially reasonable efforts to ensure that the access to personal data collected on Your behalf is limited to (i) the members of its employees or subcontractors who require access to it to perform the Services and (ii) the portion of such data that is strictly necessary for the execution of the missions of this personnel in the context of the execution of the Services. Trace One also ensures that persons authorized to process personal data are personally committed to respect

the confidentiality of such data or are subject to an appropriate legal obligation of confidentiality. Trace One is committed to providing YOU any necessary information necessary to demonstrate compliance with Your obligations as a controller. Trace One undertakes to notify YOU of any personal data breach processed on Your account as soon as possible after becoming aware of it in respect with the legal deadlines.

4. Hosting; Availability; Maintenance. The Services are hosted by Trace One and/or its sub-contractors.

The Service is available twenty-four (24) hours a day and seven (7) days a week, subject to periodic or exceptional maintenance and safety procedures (whether or not scheduled by Trace One), events of force majeure and cases of suspension as provided in this Agreement.

Subscriber will promptly designate at least one support representative amongst the Users, who shall be the sole authorized contacts as part of maintenance.

Trace One reserve the right to complete and upgrade the Services in the context of the maintenance. Trace One may, at its discretion, interrupt access to the Services for maintenance or upgrades, without indemnification. Trace One will use commercially reasonable efforts to inform YOU of any interruption which is predicted to last for more than one (1) hour, by placing a notice on the welcome page on the Trace One Solutions prior to such interruption.

5. Confidential Information; Use of Content; References. The Parties will treat as strictly confidential all financial information, data, information or know-how, regardless of its format, nature or medium, which they may receive in the context of the Agreement during the term of the Agreement (the "Confidential Information"). Each Party agrees that it will neither communicate or disclose Confidential Information to any third party (except as reasonably necessary to exercise its rights or perform its obligations under the Agreement), unless (i) with the explicit prior consent of the disclosing Party, (ii) if the information in question has become public knowledge through no fault of the receiving Party, (iii) if it can be demonstrated the information in question has been obtained by the receiving Party from a third party free of any obligation of confidence, or (iv) if the information in question is independently developed by the receiving Party without use of or access to the disclosing Party's information. Notwithstanding the nondisclosure obligations of this Section 5, the receiving Party may disclose Confidential Information of the other Party to the extent such disclosure is required in order to comply with applicable Law (in that case, the receiving Party will notify, as far as possible, the other Party in advance and will reasonably cooperate, at the other Party's expense, in order to respond to the request of disclosure of Confidential Information). YOU acknowledge that the technical specifications, source code, object code and other information regarding the Trace One Solutions or the Services (the "Trace One Solution Information") are Confidential Information of Trace One, and YOU shall maintain the confidentiality of the results of any trials carried out on the Trace One Solutions.

Each Party shall take commercially reasonable precautions to safeguard the confidentiality and the security of the other Party's Confidential Information and shall not use or disclose such Confidential Information except as may be provided in the Agreement.

The Parties shall only communicate the Confidential Information of the other Party to the persons authorized to have knowledge of it, exclusively for the purposes of performing obligations under the Agreement, and who accept to be bound by the provisions of the Agreement.

YOU will ensure that such aforementioned persons sign a confidentiality agreement including provisions substantially equivalent to those of this article, and will be responsible for all acts and omissions by such persons as if they were acts and/or omissions of YOU.

Each Party acknowledges that any unauthorized use or disclosure of Confidential Information of the other Party may cause irreparable damage to the other Party or others.

If an unauthorized use or disclosure of Confidential Information occurs, the Party making the unauthorized use or disclosure shall immediately notify the other Party and any other affected parties, and shall, at its own expense, take commercially reasonable steps to recover such Confidential

Information and prevent subsequent unauthorized use or disclosure thereof.

The confidentiality obligations of this Section 5 shall also apply to any Confidential Information disclosed by the Parties prior to the date of the Agreement, and shall continue (i) with respect to the Trace One Solution Information, indefinitely until such information becomes publicly available through no act or omission, and (ii) with respect to all other Confidential Information, until three (3) years following the termination or expiration of the Agreement.

Trace One may disclose Your Content to Your Trading Partners for the exclusive purpose of the provision of the Services.

YOU and Your Trading Partners that exchange Content shall maintain the confidentiality of any Confidential Information provided and agree to use the Content solely for the purpose for which it was provided.

Trace One is not responsible for any confidentiality breach committed by YOU or one of Your Trading Partner.

YOU authorize Trace One to use Your logo and to mention Your name, for the purposes of its internal and external communication and for the purpose of the provision of the Services, unless otherwise expressly notified.

6. Financial conditions. If YOU purchase any of our paid Services, YOU agree to pay the price, in accordance with the applicable defined pricing timeframes and other conditions, and to comply with the applicable Specific Terms and Conditions to these paid Services. The amounts paid to Trace One are firm and non-refundable, unless otherwise expressly provided by the General Terms and Conditions or applicable Specific Terms and Conditions.

Except as otherwise stated in the Agreement, the price may be adjusted upwards by a maximum of a five percent (5%) per year. When such increase will be implemented, Trace One will inform YOU with a three (3) months prior written notice.

In case of refusal or failure of any renegotiations triggered by an unforeseen change of circumstances compared to when the Agreement was signed, the Parties agree that the Agreement will continue to apply, to the exclusion of any judge intervention.

YOU are responsible for all sales, VAT, excise, personal property or other taxes or duties on the amounts paid or any products or services provided under the Agreement. If YOU are exempt from such taxes or duties, YOU shall provide Trace One with a tax exemption certificate.

In the event of non-payment on the due date of an invoice not subject to serious dispute, Trace One reserves the right to charge a late fee equal to the highest of the following amounts (a) three percent (3%) per month or (b) the minimum interest rates of penalty rate permitted by applicable Law, without prejudice to Trace One's right to terminate the Agreement in accordance with the terms of Section 11.4, and more generally all any other authorized remedies available by the applicable Law in case of breach of contractual obligations and to any damages and indemnification that Trace One may be entitled to. Additionally, in case of late payment, YOU will be liable, ex officio, with a lump sum of forty euros (40€) for recovery costs (or equivalent amount in pound or US dollars base on the applicable exchange rate). When the recovery costs are superiors to such forty euros (40€) (or equivalent amount in pound or US dollars base on the applicable exchange rate), then Trace One is entitled to demand an additional lump sum, subject to supporting documents.

In addition, Trace One reserves the right to suspend access to the Services and in particular to the Trace One Solution, under any Agreement concerned, in the event of a non-remedied payment default, after thirty (30) Business Days of written notice being sent by Trace One to YOU. Such suspension shall not be considered as a breach of contract by Trace One and shall be without prejudice to Trace One's right to terminate the Agreement in accordance with the provisions of Section 11.4, and more generally all any other authorized remedies available by the applicable Law in case of breach of contractual obligations and to any damages and indemnification that Trace One may be entitled to.

7. Intellectual Property Rights; Rights granted. The Trace One Solution and its Documentation are an original intellectual work, protected as such

by the relevant national and international legislations. The Trace One Solutions, its Documentation and all intellectual property and other rights in, to or under any of the foregoing (the "Trace One Solution IP") are the exclusive property of Trace One and/or of its licensors.

YOU accept that all licenses and rights are granted by Trace One, only as expressly provided in the Agreement, on a non-exclusive basis and solely to conduct business on Your behalf. All rights not expressly granted by Trace One under the Agreement are reserved by Trace One and may be used by Trace One for any purpose, so any use which is not expressly authorized by Trace One is prohibited.

YOU shall not (i) permit any third party to access and use the Trace One Solution and/or the Services, including sell, rent, sublicense, make available or otherwise transfer and/or share the rights pertaining to the Trace One Solution and/or the Services, or use them on behalf of third parties, whether in part or entirely and by any means whatsoever, except as otherwise stated in the Agreement; and/or (ii) create derivative works based on the Trace One Solution; and/or (iii) reproduce any part or content of the Trace One Solution; and/or (iv) reverse engineer the Trace One Solution except as otherwise permitted by the applicable laws, and/or, (v) access the Service in order to build a competitive product or service with the Trace One Solution and/or (vi) use the Service in order to store or transmit malicious code (including, e.g., any virus) and/or infringing, libelous, or otherwise unlawful or tortious material.

YOU will maintain intact the copyright notices and other notice of intellectual property rights appearing in or on the Trace One Solution and the Documentation.

As between agreed by the Parties, (i) all work product arising from any services carried out by Trace One pursuant to the Agreement, including during maintenance and training, together with any and all intellectual property and other rights therein, thereto or thereunder and (ii) all Trace One Solution IP invented, conceived, generated or created by either Party, including derivative works and improvements (collectively, (i) and (ii), the "Trace One IP") are and shall remain the sole and exclusive property of Trace One. YOU agree to assign and hereby assign to Trace One all rights, title and interests in, to or under the Trace One IP. YOU further agree to execute, and cause Your employees and agents to execute, any and all papers which Trace One deems reasonably necessary to secure its proprietary rights as set forth in this Section 7, at Trace One's expense.

The Agreement grants no license or other right to any trademarks or domain names of Trace One, including but not limited to the domain name used with the Trace One Solution. Such trademarks and domain names are and remain the sole and exclusive property of Trace One and/or its licensors.

8. No Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE APPLICABLE SPECIFIC TERMS AND CONDITIONS, THE TRACE ONE SOLUTION AND ALL SERVICES PROVIDED TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND TRACE ONE DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRACE ONE SOLUTION OR ANY COMPONENT THEREOF. TRACE ONE EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. IN ADDITION, TRACE ONE DOES NOT MAKE ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9. Limitations of Liability. Nothing in this Agreement shall limit or exclude liability for personal injury or death caused by negligence, for fraud or fraudulent misrepresentation or where limitation or exclusion is not permitted by applicable Law.

The obligations of Trace One under the Agreement are limited to its commercially reasonable efforts. Trace One shall only be liable for direct damages suffered by YOU (subject to the paragraph below), resulting from the use of the Services in full compliance with the provisions of the

Agreement and provided that YOU establish a causal link between the alleged damages and a breach of the contractual obligations of Trace One hereunder. Notwithstanding the foregoing, Trace One shall not be liable for any damages (including direct damages) in the event of (i) unauthorized and/or fraudulent access to the Services, (ii) use of external data processing resources other than those made available to YOU by Trace One, (iii) the non-respect of the recommendations of Trace One, and (iv) more generally, in the event of non-compliant, wrongful or fraudulent use of the Services, or (v) any events over which Trace One does not have exclusive control, such as wrongful use and/or re-routing of Data, Content, or of Connection Data, the disruption of the telecommunication network, of the Internet and, more generally, any element which may be imputable to a third party, YOU and/or Your delegates, including any User.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR (A) OBLIGATION TO PAY ALL FEES AND OTHER AMOUNTS DUE UNDER THE AGREEMENT, OR (B) BREACH OF SECTION 2, 3, 5 OR 7, OR ANY OTHER RESTRICTION OR LIMITATION ON YOUR USE OF THE SERVICE OR TRACE ONE SOLUTION PURSUANT TO THE AGREEMENT (EACH, A "LIABILITY EXCEPTION"): NEITHER TRACE ONE (NOR ITS THIRD PARTY SUPPLIERS, LICENSORS AND CONTRACTORS), NOR YOU, SHALL BE LIABLE UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) FOR BREACH OF STATUTORY DUTY OR OTHERWISE FOR (i) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR (ii) ANY LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OR CORRUPTION OF DATA, TRANSACTION LOSSES, INTERRUPTION OF BUSINESS LOSSES OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION AS A RESULT OF THE DISRUPTION OR THE USE OF THE TRACE ONE SOLUTION, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR FORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ALL LIABILITY EXCEPTIONS (AS DEFINED ABOVE) IN NO EVENT SHALL EACH PARTY'S TOTAL CUMULATIVE LIABILITY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO THE AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU UNDER THE AGREEMENT DURING THE LAST 12 MONTHS PRECEDING THE DAMAGE. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The provisions of the Agreement allocate the risks between YOU and Trace One. The invoiced fees and the respective obligations of the Parties reflect this allocation of risk and the liability cap inherent to the Agreement. The aforementioned Trace One liability cap shall include any claims against employees of, subcontractors of, or any other persons authorized by, or otherwise acting on behalf of Trace One.

10. Indemnification. Trace One will defend and indemnify YOU from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and costs) ("Losses") arising from any claim by a third party alleging that use of the Trace One Solution during the term of the Agreement infringes such third party's intellectual property rights, and resulting from a final court decision or transaction, subject to the total liability cap of Section 9 of this GTC. This indemnity will not apply to claims arising from (a) acts or omissions not permitted pursuant to the Agreement, (b) use of the Trace One Solution in combination with any other software or technology not provided and/or not authorized by Trace One, or (c) Content.

Trace One's indemnification obligations under this Section 10 as to a third-party claim are conditioned upon YOU (i) giving prompt written notice of any such claim to Trace One; (ii) granting sole control of the investigation, defense and settlement of each such claim or action to Trace One, (iii) providing active cooperation to Trace One in good faith and, at Trace One's request, assistance in the defense or settlement of the claim and (iv) having used the Services (including the Trace One Solution) in strict compliance with the Agreement, the Documentation and Trace One's recommendations.

In the event a claim of infringement as described above in this Section 10 is made or in Trace One's reasonable opinion is likely to be made, YOU accept that Trace One may, at its sole option and expense procure for YOU the right to continue using the Trace One Solution under the terms of the

Agreement; or replace or modify the Trace One Solution to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably available, Trace One may terminate the Agreement and refund to YOU all prepaid fees *pro rata temporis* over the remaining period between the date of termination and the end of the current annual period.

THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF TRACE ONE TO YOU, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

NOTWITHSTANDING THE ABOVE, ALL OPEN SOURCE SOFTWARE EMBEDDED IN TRACE ONE SOLUTIONS ARE EXCLUDED FROM THE RIGHT TO INDEMNIFICATION DESCRIBED IN THIS SECTION.

YOU will indemnify Trace One from and against any and all Losses arising from any claim by a third party: (i) alleging that use of Data which it transmits to or through the Trace One Solution during the term of the Agreement infringes such third party's intellectual property rights or is otherwise a violation of Law or (ii) relating to facts that, if true, would constitute a breach by YOU of any representation, warranty, covenant or obligation under the Agreement. Prior Trace One's consent (not unreasonably withheld) shall be required for any settlement of such a claim.

11. Term and Termination.

11.1. The GTC are effective from the date YOU accept them online.

The Agreement shall continue for the term defined in the relevant Specific Terms and Conditions, unless it is terminated as provided herein and/or in the relevant Specific Terms and Conditions, and as long as the Services are used.

When subscribing to a trial period of the Service (hereinafter referred as "Trial Subscription"), Trace One will give YOU access to the Trace One Solution concerned, free of charge until the earlier of: (a) the end-date of the Trial Subscription for which YOU have subscribed, or (b) the start date of any purchased by YOU of one of the Services.

11.2. YOU and Trace One shall each have the right to terminate the Agreement under the terms and conditions defined herein and/or in the relevant Specific Terms and Conditions.

11.3. In case of Trial Subscription and only in this case, YOU and Trace One shall each have the right to terminate the Agreement for convenience at any time upon fifteen (15) days' written notice to the other Party.

11.4. Except as may be expressly set forth in the Agreement, if a Party materially breaches any of its obligations (without it being necessary to specify the obligations whose the non-performance lead to the termination of the Agreement), the other Party may terminate the Agreement by written notice to the breaching Party unless the breaching Party cures the breach within thirty (30) days after written notice thereof, to the exclusion of any other authorized remedies available by the applicable Law in case of breach of contractual obligations.

Whatever the case, in view of the recurrent character of the Services, the Parties agree that a potential resolution or termination of the Agreement, will not give rise to restitution, except for the restitution expressly agreed in the Agreement and/or in the Specific Terms and Conditions.

11.5. Provided that the termination was by YOU due to Trace One's breach or by Trace One for its convenience, Trace One shall refund to YOU all prepaid fees *pro rata temporis* over the remaining period between the date of termination and the end of the current annual period.

Sections 5, 7, 8, 9, 10, and 14, 15, 16, 17 of these GTC and any other provisions or terms of the Agreement that by their nature should survive, shall survive termination of the Agreement.

12. Subcontracting

12.1 As part of the Services, YOU agree that Trace One may use subcontractors or its subsidiaries to provide a portion of the Services.

12.2 Among those subcontractors, some may process personal data. YOU could find the list of the said subcontractors in the Personal Data

Protection Policy YOU authorize Trace One to use new subcontractors, subject to being informed by Trace One via the update of the list mentioned above and to be able to object to any new subcontractors during thirty (30) days following the post of the update. Your use of the Services after this period shall constitute Your acceptance of and agreement to be bound by the amended list.

Trace One will ensure that the said subcontractors will only process Your personal data following Trace One's instructions, will respect all their obligations under personal data protection regulations, and provide sufficient safeguards to ensure an adequate level of security, in particular to protect Your personal data and more generally Your Data against accidental or unlawful destruction, accidental loss, unauthorized diffusion or access. Subcontractors may only manage Your Data as part of the Services.

13. Force Majeure. Neither Party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under the Agreement, excluding payment obligations, due to circumstances beyond its reasonable control, including, without limitation, actions of the government, fires, floods, strikes, civil disturbances or terrorism or power, communications, satellite, or network failures. As a first step, if an event of force majeure occurs, the affected Party shall promptly give notice to the other Party, which suspends the contractual obligations, for a reasonable period of time. As soon as such event stops, the suspended obligations resume. However, if the force majeure event lasts longer than sixty (60) days, the Agreement may be terminated, as of right and without further judicial formalities, by either Party on written notice to the other Party with immediate effect.

14. Assignment. Except with prior written consent of Trace One, YOU shall not assign, sublicense, delegate or otherwise transfer the Agreement (including by operation of Law), in whole or in part, on a payment basis or free of charge. Trace One may assign the Agreement to any third party, with releasing Trace One from its obligations and liability, and by any means, without Your consent.

15. General provisions.

15.1 Independent contractors. The Parties are independent contractors, and neither Party shall make any undertaking in the name and on behalf of the other Party. Each of the Parties remains solely liable for its actions, allegations, undertakings, services, products and members of staff.

15.2 Language. The Agreement is written and executed in the English or French language. Any translated version of the Agreement has no contractual value. In case of any inconsistency between the Agreement and any translation thereof, the English or French version shall prevail. Moreover, all communications between the Parties shall be made in the English or French language.

15.3 Waiver. No waiver by either Party of any term of this Agreement is effective unless explicitly set forth in writing and signed by the waiving Party. The failure of either Party to enforce or exercise, or the delay by either Party in enforcing or exercising, any of its rights or remedies under the Agreement shall not be deemed to be a waiver or modification by either Party of any of its rights under the Agreement.

15.4 Severability. If any provision of the Agreement is held by a court to be illegal, invalid or unenforceable in whole or in part, the Parties agree that (a) such holding shall not affect the validity or enforceability of the other provisions of the Agreement and (b) the illegal, invalid or unenforceable provisions shall be amended in good faith and in a manner so as to best accomplish the objectives of the original provision.

15.5 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and in English (or French) and shall be deemed given and effective if (a) delivered by hand or by registered letter with acknowledgement of receipt (b) delivered by prepaid, registered, or certified letter, or (c) delivered by facsimile, and followed by a confirmation copy delivered via either of the methods set forth in this Section 15.5 in each case, addressed at the address for notices described in section 17.

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving Party) on a Business Day or received on a non-Business Day shall be deemed to have

been received on the next Business Day. A Party may add, delete, or change the person or address to which notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this Section 15.5.

15.6 Insurance. The Parties confirm that they have subscribed to a professional civil liability insurance policy covering all activities relating to the Agreement and particularly all financial consequences of their professional liability, tort and/or contractual, resulting from physical, material or immaterial damages caused to other parties and to any third party in the context of the performance of the Agreement.

The Parties declare that these insurance policies have been subscribed to with solvent renowned companies, and that the payment of insurance premiums is, and shall remain, up to date. Each Party shall provide the other Party, at its request, with all support documents or certificates relating, in particular, to the nature of risks covered and to the payment of insurance premiums.

15.7 No Third Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under the Contracts (Rights of Third Parties) Act 1999, any other Law or by reason of the Agreement.

15.8 Trade Compliance. In connection with this Agreement, each Party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control Laws, including all such Laws that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, YOU are solely responsible for compliance related to the manner in which YOU choose to use the Trace One Solutions, including Your transfer and processing of Data, the provision of Content, and the region in which any of the foregoing occur. YOU represent and warrant that YOU and Your financial institutions, or any person or entity that owns or controls YOU or Your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

15.9 U.S. Government Rights. The Agreement is not intended for use of the Trace One Solutions by or on behalf of the United States Government. If YOU are an agency of the United States Government or a contractor therefor, YOU acknowledge and agree that YOU must enter into a separate written agreement with Trace One prior to using any Trace One Solution or Documentation. Each of the Documentation and the software components that constitute the Trace One Solution is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if YOU are an agency of the United States Government or any contractor therefor, YOU would only receive those rights with respect to the Trace One Solution and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

15.10 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

16. Contractual documents. The Agreement includes the following documents, by decreasing order of priority: (i) the Specific Terms and

Conditions applicable to the Services and, if any, the Order Form(s), and (ii) the GTC.

These GTC supersede any previous version and govern the use of all Trace One Solutions.

These documents constitute the entire Agreement of the Parties relating to the conditions of provision of the Services, to the exclusion of any other document, such as any "General Purchase Conditions".

In case of a conflict, ambiguity or inconsistency between the above-mentioned documents, the highest ranking document shall prevail; it being agreed that in any event, YOU expressly agree that Trace One shall have the right to amend these GTC at any time. Should Trace One amend these GTC or any STC, Trace One will email a notice describing the amendments to YOU or will inform YOU by posting a notice on the User log-in page or other prominent page of the Services, indicating that the GTC and/ or STC have been amended with a link to a description of the amendments. For a period of thirty (30) days after the amended GTC and/ or STC are posted, the Agreement applicable to Your prior use of the Services will continue to apply. Your use of the Services after this period shall constitute Your acceptance of and agreement to be bound by the amended Agreement. If YOU do not accept the terms of the amended GTC and/ or STC, YOU may terminate the Agreement by notifying Trace One thereof in writing, provided this notification is sent within thirty (30) days as from the date the amended GTC and/ or STC are posted and Your outstanding subscription will be refunded prorata temporis.

For the sake of clarity, in the absence of STC and/ or Order Form, these GTC constitute the Agreement.

17. Governing Law; Exclusive Jurisdiction; Claims.

THE AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAW SET BY THE SCHEDULE BELOW, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO THE CONFLICTS OF LAWS.

| If Your company is domiciled in: | Your Trace One's contractor is: | The applicable Governing Law for the Agreement is: | The exclusive jurisdiction, except public order provision applicable, is: | Address for notices: |
|--|--|--|---|--|
| Northern Europe (United Kingdom, Sweden, Denmark, Norway) | Trace One Limited Verulam Point Station Way St Alban United Kingdom | English Law | English Courts, UK | Trace One Limited To: Finance Department Verulam Point Station Way St Alban United Kingdom |
| Southern Europe (other European countries than the ones listed in Northern Europe) | Trace One SAS 47 rue de Monceau 75008 Paris France | French Law | Commercial Court of Paris, France | Trace One SAS To: Legal Department 47 rue de Monceau 75008 Paris France Trace One SAS To: Legal Department 47 rue de Monceau 75008 Paris France |
| USA, Canada, South America | Trace One Inc. 31 St. James Ave. Suite 880 Boston, MA 02116 United States | Laws of the Commonwealth of Massachusetts, USA | Federal or state courts of Massachusetts, USA | Trace One Inc. To: Finance Department 31 St. James Ave. Suite 880 Boston, MA 02116 United States |
| Rest of the World | Trace One SAS 47 rue de Monceau 75008 Paris France | French Law | Commercial Court of Paris, France | Trace One SAS To: Legal Department 47 rue de Monceau 75008 Paris France Trace One SAS To: Legal Department 47 rue de Monceau 75008 Paris France |

The Parties agree that any claim for damages against Trace One arising in connection with the Agreement, will be time-barred if not brought within one (1) year from the event giving rise to the damage.

18. Definitions.

“Agreement” means the contractual documents as defined in section 16 of these GTC, and any amendment in accordance with the terms of the GTC.

“Business Day” means Monday to Friday, excluding public holidays in France, unless otherwise agreed

“Connection Data” means Your logins and passwords.

“Content”, “Data” means **any information** entered or received by YOU in the context of the using the Trace One Solution.

“Documentation” means the documents made available by Trace One throughout the term of the Agreement, in any format chosen by Trace One, describing the main functionalities of the Trace One Solution and their updates.

“Environment” Your computer equipment (hardware, operating system, software (s), subscription to an Internet access service) which must comply with the Technical Requirements necessary for the activation and operation of the Services.

“General Terms and Conditions”, “GTC” means these general terms and conditions governing the use of the Trace One Solution(s) as part of the Services, subject to the Specific Terms and Conditions relating to a particular Trace One Solution where applicable.

“Law” means any international, foreign, federal, state, or local Law, statute, code, ordinance, rule or regulation, order, directive, common Law or other requirement of the applicable Governing Law listed in Section 17.

“Order Form” means the Trace One applicable order form online for subscription to the applicable Trace One Solution, which indicates and identifies Subscriber, in its capacity as contracting entity, the subscribed Trace One Solution and any supplementary services which have been subscribed to, the applicable financial conditions, and any Specific Terms and Conditions. The Parties acknowledge that the Order Form must refer expressly to the General Terms and Conditions and any relevant Specific Terms and Conditions. The Order Form is valid and binding to the Subscriber subject to the acceptance of the Order Form online by clicking the “I accept” box, or by executing the Order Form.

The documents included in the Order Form may be more detailed in the Specific Terms and Conditions applicable to the relevant Services/Trace One Solutions.

“Party” means YOU or Trace One individually.

“Parties” means YOU and Trace One collectively.

“Server” means the all of the data processing system (materials and software) on which the Trace One Solution is installed, owned by Trace One and/or over which Trace One has the rights necessary for the provision of the Services under the Agreement, and which is located on the geographical site(s) chosen by Trace One and connected to the networks linking it to the Internet.

“Service(s)” the personal, non-exclusive and non-transferable right to access to and use the Trace One Solution(s) which are accessible online within the Trace One Solution(s) by the Users and associated hosting and maintenance in accordance with the terms and conditions of the Agreement.

“Specific Terms and Conditions”, “STC” means the specific terms and conditions relating to the Trace One Solution, and when applicable, as included in the Order Form(s).

“Technical Requirements” means the technical environment as defined in the document entitled “Technical Requirements” available online prior to the execution of the Agreement, which may be updated from time to time and is made available on the Trace One Solution(s), corresponding to the data processing equipment required by YOU for the use of the Service.

“Trace One Solution” means the Trace One solution(s) accessible via Internet, which YOU have subscribed, as defined in the Specific Terms and Conditions, the related Documentation and their updates provided as part of the Services during the term of the Agreement.

“Trace One” means the Trace One entity listed in Section 17 for the applicable jurisdiction.

“Trading Partners” means Your subcontractors/contractors/business partners with which you work via the Trace One Solutions, and therefore which have an authorized access to the Trace One Solutions.

“User(s)”: “means any user, Subscriber’s employee or supplier, authorized to use the Trace One Solution(s).

“YOU” or “Subscriber” means the identified legal entity and/or individual person who is an employee and acting on behalf of the legal entity and who accepts the Agreement and benefits from the Services under the Agreement.