

## SUBSCRIPTION TERMS AND CONDITIONS KARTOTRAK

Geovariances develops a software package that offers a wide range of solutions for contaminated site characterization (hereinafter the "Software" or "Kartotrak").

The subscriber wishes to use the Kartotrak Software and to benefit from the Maintenance services associated, for its business activities.

As such, the Subscriber has assessed its needs and has taken note of the features and functionalities of the Software. In this regard, the Subscriber has confirmed, under its own responsibility, the suitability of the Software for these needs, including the type of Kartotrak License and Subscription which correspond to its activities.

Accordingly, Subscriber wishes to acquire a License from Geovariances to use the Kartotrak Software including the Maintenance, and to take a subscription under the terms and conditions set out in these Terms and Conditions, supplemented by the Specific Terms previously accepted by the Subscriber.

### ARTICLE 1 DEFINITIONS

The words beginning with a capital letter used in the body of this document, including its introduction, whether in singular or plural form, shall have the meanings given to them below.

**Subscriber** means the Geovariances client-user accepting these Terms and Conditions together with the Specific Terms and acquiring the right to use the Software and Maintenance services.

**Subscription** means Short-term Rental or Long-Term Rental ordered by the Subscriber under the Specific Terms.

**Error** means any malfunction, problem or incident, reproducible by Geovariances, leading to deterioration in performance or non-conformity of the Software with its Documentation.

**Fatal Error** means any Error that affects the overall functioning of the Software and prevents its operation.

**Semi-Fatal Error** means any Error that, without crippling the operation of the Software, prevents the use of certain features.

**Minor Error** means any error that is not Fatal or Semi-Fatal.

**Activation code** means encrypted file allowing to activate the use of the Software according to the Specific Terms (duration, machine, type of License, modules...).

**Terms and Conditions** means these Terms and Conditions, accepted by Subscriber and supplemented by the Specific Terms. The signing of the Specific Terms and/or download or use of the Software implies full acceptance of the Terms and Conditions.

**Specific Terms** means the document specifying, in particular, the name of the Software, the ordered modules, the type of license and Subscription requested its duration, its price, and the characteristics of the Subscriber (name, installation site). The Specific Terms supplement the Terms and Conditions and are entirely subject thereto.

**Agreement** means collectively (i) these Terms and Conditions and (ii) the Specific Terms approved by Subscriber, to the exclusion of any other document.

**Documentation** means the documentation for using the Software downloaded by Subscriber and subject to the Agreement. The Documentation includes, for information and by decision from Geovariances, the installation's manuals, the functional specifications of the Software, the user's manuals and all other documentation necessary (including technical documentation) or useful to use the Software.

**License** means the conditions of use, distribution and alteration of the Kartotrak Software. The License is characterized by the type of use to which it is dedicated (Commercial, Education), and by usage profile (Single-user, Site), as defined in the Specific Terms:

**Commercial License** means the license applicable to the use of the Software by a commercial enterprise.

**Education License** means the License applicable to the use of the Software by an educational institution (university, school) only and strictly for education purposes.

**Temporary License** means the license applicable to the use of the Software during a fixed period and exclusively for training or support purposes.

**Single-user License** means the node-locked License applicable to the use of the Software by a single authorized end-user on a single computer where the Software is installed.

**Site License** means the floating License or the dongle based License, applicable to the use of the Software on multiple computers from a single Site.

**Maintenance** means the services of corrective and adaptive maintenance of the Software, the purpose of which is to maintain the level of reliability and performance of the Software and its technical and functional development, performed by Geovariances under an obligation of best endeavors (*obligation de moyens*). Geovariances expressly reserves the Maintenance of the Software for itself. The price of the maintenance is included in the Subscription.

**Module** means the Software functionalities accessible in an independent way.

**New version** means any version of the Software including a substantial change in its functionality, one or more developments or new features, and integrating the Updates made since the previous version.

**Short-term Rental** means a fixed-term Subscription of one (1) or three (3) months.

**Software** means the version of the Software and the Modules named in the Specific Terms, whose use is entirely subject to the Agreement.

**Site** means the geographical location of the principal installation of the License and the possible secondary facilities from an area within a ten (10) kilometers radius where the License(s) are installed. A site is linked to a country and a single legal entity. The principal Site and its possible secondary Sites are specified in the Specific Terms.

**Long-term Rental** means the Subscription made for a period of twelve (12), twenty-four (24), and thirty-six (36) months, with an option to renew.

**Update** means any change in the Software provided by Geovariances under the Maintenance services, which may include one or more Error correction(s), involving no substantial change in its functionality.

### ARTICLE 2 PURPOSE OF THE AGREEMENT

The purpose of the Terms and Conditions is to define the terms, conditions and arrangements under which Geovariances grants the Subscriber the right to the personal, nonexclusive and nontransferable use of the Kartotrak Software in object code and the Documentation, and the arrangements of the Software Maintenance.

### ARTICLE 3 CONTRACT DOCUMENTS

The contract documents are, in order of decreasing importance, (i) the Terms and Conditions and (ii) the Specific Terms. In case of conflict, the higher-ranking document shall prevail for the obligation in question. Any changes to a contract document must be made by written agreement

signed by the Parties. Given the international scope of the Software's distribution, its interface, controls and documentation are in English, and Geovariances is not required to undertake translations into any other languages whatsoever.

## ARTICLE 4 DURATION OF THE AGREEMENT AND SUBSCRIPTIONS

### 4.1 Entry into force

The Agreement will enter into force upon activation of the Software code by the Subscriber in the Short-term Rental mode.

The Agreement will enter into force upon the date stipulated in the Specific Terms in the Long-term Rental mode.

### 4.2 Access Charges

All installations, regardless of the type of Subscription, whether this is the first Subscription or resumption after an interruption will involve a setup fee to be charged to the Subscriber.

### 4.3 Short-term Rental

The Short-term Rental consists of a fixed-term Subscription of one (1) or three (3) months maximum.

The Subscription fee is fixed. It is charged and due in full at the beginning of each period.

After the period of Short-term Rental, if the Subscriber wishes to continue the use of the Software, a new contract must be concluded.

### 4.4 Long-term Rental

The Long-term Rental is for a fixed period of twelve (12), twenty-four (24) or thirty-six (36) months renewable for one of the duration of Subscription.

The Subscription fee is fixed. It is charged and due as a whole in the beginning of the period.

Two (2) months before the expiration of the Long-term Rental, a proposal to renew is notified by Geovariances to the Subscriber for acceptance in order to continue the use of the Software without interruption.

The renewal of the Long-term Rental without interruption does not give rise to the collection of a setup fee.

## ARTICLE 5 DOWNLOAD

Accepting the Terms and Conditions and the Specific Terms allows Subscriber to use the Software and Documentation. The Software is installed according to information from the Specific Terms, and the Documentation, on the specified computer(s).

Geovariances uses a system of dongle to control user rights and the type of License granted. In case of dispute, only Geovariances' dongle and documents shall be valid.

## ARTICLE 6 INSTALLATION – TECHNICAL TRANSFER

The Software is installed and used by Subscriber under its sole responsibility, after the activation key of the Software is sent by Geovariances, and as indicated in the Documentation. The Subscriber may, however, order installation and setup services from Geovariances under the terms specified in the Specific Terms.

Hardware and software configuration necessary for the use of the Software are described on the Geovariances website. The Subscriber shall verify the compliance of its IT environment.

The Subscriber is solely responsible for ensuring the compatibility of its IT environment and communication network with the Software and for bringing them into conformity with the use requirements found on the website. In particular, the Subscriber shall ensure that it has the hardware (servers, workstations) and software necessary to run the Software.

The Subscriber is the sole responsible for ensuring the compatibility of its IT environment and communication network with the Software. The Subscriber will undertake within its IT environment, all the technical, functional, organizational modifications required for the Software

exploitation.

The Subscriber is solely responsible for the quality, legality, integrity, confidentiality, relevance and preservation of its data, files, content and applications loaded or operated by the Subscriber using the Software. It will back them up on a regular basis under its sole responsibility. Geovariances recommends a daily backup. Geovariances does not provide any backup or data recover services.

The Subscriber may alter the Site and/or IT environment of the Software installation by informing Geovariances in advance of its plans by email.

Geovariances shall then communicate to the Subscriber any technical and financial consequences of the change, which the Subscriber agrees to accept in order to receive the services in its new environment. In the absence of prior written notification, Geovariances disclaims any liability for the proper functioning of the Kartotrak Software or performance of the Maintenance services, as well as for any guarantees.

The technical transfer consists in installing the Software on the new machine of the Subscriber and in supplying a new Activation Code. The Subscriber is expressly forbidden from any re-use of the Software with the previous machine and guarantees the immediate destruction of the previous Activation Code.

For Site Licenses, the Subscriber will have to inform Geovariances of the transfer to obtain a new Activation Code.

For Single-user License, the Subscriber will have to address Geovariances to conclude an agreement of transfer and obtain a new Activation Code.

## ARTICLE 7 SOFTWARE LICENSE

### 7.1 License Categories

Specific Terms state, in particular:

- the type of License ordered (Commercial, Education)
- the Subscription
- the geographical scope of the installation and use of the Software specified in the License ordered (Single-user, Site)

Under the License agreement, Subscriber alone acquires the personal nonexclusive, nontransferable right to use the Kartotrak Software in object code, solely for the purposes of its business, for the Site and duration specified in the Specific Terms.

The types of License (Single-user License, Site License) are described in Article 1.

### 7.2 Rights of use

The right of use granted, regardless of the License, means the right:

- to install and copy the Software, within the limits defined by the License type and profile as specified in the Specific Terms, at the corresponding Site(s);
- to operate, display and use the Software in object code and the Documentation within the strict limits of the Subscriber's needs and in accordance with its Documentation and the Specific Terms.

Consequently, any other use of the Software and Documentation by the Subscriber not authorized under the Agreement is prohibited.

Accordingly, the Subscriber shall not make any temporary or permanent copy of the Software and Documentation not provided in the Specific Terms, by any means whatsoever, except for a backup in case of failure of the Software and in accordance with Article L.122-6-1 of the French Intellectual Property Code.

Furthermore, the Subscriber is prohibited from engaging in any dissemination, distribution, leasing, marketing, sub-licensing, transfer, direct or indirect provision of the Software and Documentation to a third party or the general public, whether free of charge or for consideration, and from any translation, adaptation, arrangement, alteration or decompilation of all or part of the Software and Documentation, particularly for the creation of similar software or a derivative software solution. In addition, no interfacing or integration is authorized with other versions of the Software or other Geovariances products. Any use of the

Software and Documentation not expressly authorized is unlawful and may result in prosecution.

The right of use is granted for the version of the Software available at the time of Subscriber's approval of the Specific Terms, and only for the modules stipulated on the Specific Terms.

## **ARTICLE 8 MAINTENANCE**

Geovariances reserves for itself the corrective and adaptive maintenance of the Software in accordance with Article L.122-6 paragraph 2 of the French Intellectual Property Code.

### **8.1 Reporting errors**

Subscriber shall promptly report any Errors that it notices, preferably by email at [support-Kartotrak@geovariances.com](mailto:support-Kartotrak@geovariances.com), and indicate the circumstances in which it arose. As such, Subscriber will refer to the Software Documentation before any reporting, so as to accurately and comprehensively describe the observed Error.

### **8.2 Technical assistance**

The Subscriber may contact Geovariances for any issue related to the use of the Software. In case of repeated requests for assistance, Geovariances will discuss training services options with the Subscriber on the Software.

Unless otherwise specified in the Specific Terms, Geovariances offers a support service to the Subscriber during French business days and hours and in countries where Geovariances is settled.

### **8.3 Corrective Maintenance**

Corrective Maintenance consists in correcting or circumventing any Error occurring in the proper use of the Software. Geovariances performs Maintenance only on the latest version of the Software.

When an Error is reported, Geovariances runs a diagnostic. If the diagnostic shows the existence of an Error attributable to the Software, Geovariances will attempt to correct it via phone or remote maintenance. The correction may consist of an Update sent to Subscriber by remote maintenance.

In case of a Fatal Error, Geovariances strives to provide the Subscriber a workaround solution pending a final correction, within two (2) working days. For all other Errors, Geovariances strives to provide a correction as soon as possible, or, at its discretion, it may make such correction coincide with the provision of a later version of the Software.

If unsuccessful in resolving the Error, Geovariances and the Subscriber will schedule a service call at the Subscriber's Site. The travel and accommodation fees will be charged to the Subscriber under Schedule of Geovariances prevailing on the date of the intervention.

Each intervention on an Error reported by Subscriber will be recorded in an incident report opened at Geovariances and containing information on all procedures followed in handling the Error, until the report's closure. In case of dispute, the incident report shall prevail, which Subscriber acknowledges.

### **8.4 Adaptive Maintenance**

Adaptive Maintenance consists of providing the Subscriber with Updates and New Versions of the Kartotrak Software according to the frequency and timing defined by Geovariances.

Updates and New Versions will be made available via remote maintenance. Geovariances will notify the Subscriber of the availability of an Update or New Version. In case of refusal by the Subscriber to install the Updates or New Versions of the Kartotrak Software, Geovariances shall be deemed to have fulfilled its Maintenance obligations and reserves the right not to maintain the version of the Software installed on the Subscriber's IT environment, after having so informed it by mail.

Generally, Geovariances maintain only the two versions preceding the latest version; a version is designed by a number.

Updates and New Versions are subject to the provisions of the applicable License ordered by Subscriber.

### **8.5 Maintenance exclusion**

Geovariances is not responsible for the Maintenance of the Kartotrak Software in the following cases:

- The Subscriber's refusal to install the Updates or New Releases provided by Geovariances;
- Subscriber's refusal to allow Geovariances access to its IT environment through remote maintenance;
- Subscriber's refusal to cooperate with Geovariances in resolving Errors, including answering questions and inquiries from Geovariances;
- Use of the Software not in accordance with its purpose, its Documentation or the applicable License;
- Unauthorized modification of the Software by the Subscriber or a third party;
- Replacement of all or some parts of the hardware with hardware that is not compatible with the software package.

### **8.6 Subscriber's Cooperation**

The Subscriber agrees to cooperate with Geovariances to facilitate the Maintenance, and more specifically to:

- designate a single contact for Geovariances who will coordinate reports and be responsible for implementing Geovariances' instructions. This contact shall first be trained in using the Software, and will pool Error reports pursuant to Article 8.1;
- ensure that users of the Software have a level of proficiency and training to use it in accordance with its documentation;
- provide all information that could facilitate research into the causes of an Error;
- provide Geovariances with the specific procedures (security, operating standards, etc.) in place in its company, and remind them of these during each intervention;
- give Geovariances free access to its IT system, particularly for the purposes of remote maintenance;
- back up their data and applications prior to any Geovariances intervention.

Besides, to facilitate the collaboration, the Subscriber has a "Subscriber area" on the website [www.geovariances.com](http://www.geovariances.com).

## **ARTICLE 9 FINANCIAL TERMS AND CONDITIONS**

Subscriber shall pay Geovariances the fee specified in the Specific Terms. Prices corresponding to the License type and profile are displayed on the Specific Terms.

Geovariances reserves the total liberty to modify the prices.

For any additional services performed by Geovariances at the Subscriber's request and not expressly mentioned in the Specific Terms, the Subscriber will be charged at Geovariances' rates in effect on the date of the service under an ad hoc agreement. Unless otherwise specified in the Specific terms, invoices are payable within thirty (30) days from their date of issuance. Amounts specified are excluding tax.

Any delay in payment will result in the application of late fees equal to the statutory interest rate applied by the European Central Bank on its most recent refinancing operation, increased by ten points, without prior notice and with effect from the date of first delay. Geovariances will charge to the Licensee the recovery costs incurred of a minimal amount of 40 euros. The amount of interest due might be automatically charged to any Geovariances' price reductions. In case of disagreement on part of the invoice, the Licensee is required to pay in due time the undisputed part.

Geovariances reserves the right to suspend its services (support; maintenance...) until full payment is received for amounts due. Furthermore, Geovariances may suspend the Subscriber's access to the Software and Documentation without prior notification and/or terminate the Agreement pursuant to the "Termination" clause. Sums previously paid under the License by Subscriber shall be retained by Geovariances,

without prejudice to amounts outstanding for the current period. Subscriber shall then forfeit any right to use the Software and Documentation and immediately destroy all copies in its possession.

In addition, in case of failure to pay the fees specified in the Specific Terms, and thirty (30) days after formal notice to cure the default has gone unanswered, all amounts due by Subscriber under the Agreement for the current period shall become immediately payable.

Article 1223 of the Civil Code is inapplicable between the Parties.

#### **ARTICLE 10 INTELLECTUAL PROPERTY**

Geovariances holds all intellectual property rights related to the Kartotrak Software, Documentation, development tools, the "Geovariances" and "Kartotrak" trademarks, and all elements enabling it to conclude the Agreement.

In no event may the License have the effect of transferring the intellectual property rights. As such, the Subscriber agrees to keep intact all intellectual property contained in the Software or the Documentation.

For its part, the Subscriber shall remain the sole owner or holder of the rights to the elements, files, data, databases and applications that may be shared with Geovariances during the Agreement.

#### **ARTICLE 11 WARRANTY OF CONFORMITY**

Geovariances warrants the conformity of the Software with its Documentation. This warranty begins on the effective date of the contract for a period of three (3) months.

In addition to this warranty, the Subscriber acknowledges that the performance of the Software depends on its ability to use it properly, Geovariances offering no guarantee that the Software will meet all its requirements, including for performance and profitability, or that its operation will be continuous and error-free or that the Software will operate consistently with any product, hardware and/or software not supplied by Geovariances.

#### **ARTICLE 12 WARRANTY OF TITLE**

Geovariances agrees to defend and indemnify the Subscriber for all damages and costs related to a claim, suit or proceeding brought by a third party alleging that the Kartotrak Software infringes a copyright, provided that the Subscriber immediately notifies Geovariances in writing of the existence of the claim, makes a request for its defense, provides its full cooperation in said defense, and enters into no compromise without first obtaining the written consent of Geovariances.

Should Geovariances recognize that the Software is infringing, Geovariances may, at its option and expense, elect to (i) modify the Software so that it is no longer infringing, (ii) replace the Software with non-infringing software whose features are equivalent or superior in performance overall, (iii) obtain the rights of use such that the Subscriber may continue to operate the Software under the terms of the Agreement. This warranty does not apply to any infringement action that would result from the use, combination, alteration or operation of the Software not in accordance with the Documentation, the Agreement, or which is not authorized by Geovariances.

Furthermore, this warranty does not apply to any module placed under free and/or Open Source license and integrated into the Software. Where appropriate, Geovariances agrees to inform the Subscriber of the existence of such modules, and to provide a copy of the free license(s) applicable to such modules. The Subscriber agrees to comply with its obligations and shall enjoy the rights and privileges granted by such free license, under the conditions and within the limitations it contains. Such license may not have the purpose or effect of extending Subscriber's rights on the other Software modules.

#### **ARTICLE 13 INTEROPERABILITY**

In accordance with the provisions of Article L.122-6-1 of the French Intellectual

Property Code, the Subscriber may obtain from Geovariances information necessary for the interoperability of the Software with other software independently created and used by the Subscriber. This information will be communicated to the Subscriber upon request by letter. This information will be provided by Geovariances within thirty (30) business days of receipt of the Subscriber's request.

Geovariances disclaims all liability for damages resulting from such interoperability. In addition, it is expressly agreed between the Parties that the information necessary for the interoperability of the Software may not be used for purposes other than to achieve interoperability with other independently created software or communicated to third parties unless necessary to achieve interoperability of the Software, nor used for the development, production or marketing of a substantially similar software solution or for any other act which infringes Geovariances' intellectual property rights or harms its business interests.

#### **ARTICLE 14 SOURCE CODE ESCROW AND ACCESS**

Geovariances will place the Kartotrak Software in escrow with the firm Logitas. Subscriber may have access to the source code of the Software only in case of Geovariances' reorganization or liquidation, dissolution or cessation of activity, without continuance of its commitments by a potential assignee of its assets. Where applicable, the Subscriber shall maintain the confidentiality of the source code and not communicate it to any third party, except the service provider selected by the Subscriber for the Software maintenance, only insofar as it is no longer performed by Geovariances and on the condition that the Subscriber has entered into a confidentiality agreement with such provider.

#### **ARTICLE 15 ASSIGNMENTS OF CONTRACT / SUB- LICENSES**

The Subscriber may not assign or transfer the License in whole or in part, directly or indirectly, by any means whatsoever, including by sale, merger or contribution, without the prior written consent of Geovariances. In addition, it is recalled that the Subscriber may not grant a sub-license, directly or indirectly, in whole or in part, without the prior written consent of Geovariances.

#### **ARTICLE 16 FORCE MAJEURE**

Neither Party shall be held liable for the failure by either of them to perform some or all of its obligations under the Agreement if such failure results from a force majeure event. "Force majeure" or "fortuitous" events are explicitly those generally recognized under French case law. Initially, the force majeure event shall suspend the execution of the Agreement. If it lasts more than three (3) months, the Agreement shall automatically terminate upon the expiration of that period, unless otherwise agreed by the Parties.

#### **ARTICLE 17 LIABILITY AND INSURANCE**

The Software shall be installed and used only under the direction, control and liability of Subscriber, which is responsible for taking all appropriate measures to guard against any harmful consequences arising from the use of the Software.

In providing its services, Geovariances is bound by an obligation of best endeavors (*obligation de moyens*). Geovariances shall in no event be held liable for indirect, special, incidental, or consequential damages, whether foreseeable or unforeseeable, suffered by the Subscriber or its customers or partners, including any loss or corruption of data, loss of revenue, loss of customers, lost profits or increased costs and expenses including the cost of recovery of files, business interruption, loss of markets, loss of image, or any compensation paid by Subscriber to any third party.

Notwithstanding any other provision of this Agreement, Geovariances' liability towards Subscriber shall not exceed the total amount of Subscription fees actually received by Geovariances as of the date of recognition of its liability. Furthermore, no action may be brought against Geovariances under the Agreement upon expiration of a period of six (6) months following the occurrence of the event causing the damage.

Geovariances holds an insurance policy covering its professional liability and as such is insured for harmful consequences arising from a breach of its contractual obligations, should its liability be established.

## **ARTICLE 18** **TERMINATION**

In case of a breach by either Party of any obligations under the Agreement which is not cured within thirty (30) calendar days of a notice sent by letter notifying the breach involved, the other Party may invoke the termination of the Agreement, without prejudice to any damages which it may claim.

By terminating, the Subscriber also loses the possible advantages related to the seniority of his Contract. Accordingly, the new financial conditions will be calculated on the basis of the current public price rate at the time of the conclusion of the new Specific Terms of Subscription.

In addition, Geovariances may automatically terminate the Agreement before its term in cases where:

- the Subscriber undermines the image of Geovariances or its products any manner whatsoever, subject to prior notification of Geovariances;
- the Subscriber fails to pay any fees under the "Financial Terms and Conditions" clause, and does not cure the situation within thirty (30) days of the notice sent by Geovariances
- the Subscriber undergoes a change of control, subject to prior notification of Geovariances.

## **ARTICLE 19** **NON-DISCLOSURE**

Each Party agrees to (i) keep confidential all information it receives from the other Party, (ii) not disclose confidential information of the other Party to any third party other than employees or agents who require such knowledge, and (iii) use the confidential information of the other Party only for the purpose of exercising its rights and performing its obligations under the Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation with respect to information that (i) has fallen or might fall into the public domain through no fault of the receiving Party, (ii) is developed independently by the receiving Party, (iii) is known to the receiving Party before the other Party discloses it thereto, (iv) is duly received from a third party not under an obligation of confidentiality, or (v) is disclosed pursuant to law or a court order (in which case it should be disclosed only to the extent required and after having notified in writing the Party having supplied it).

The Parties' obligations with respect to confidential information shall remain in effect throughout the end of this Agreement and so long, after it ends, as the relevant information remains confidential to the disclosing Party and, in any event, for a period of five (5) years after the term specified in the Specific Term. Each Party shall return all copies of documents and media containing the other Party's confidential information at the end of the Agreement, regardless of the cause.

More specifically, the Subscriber shall not disclose any of the Software source code that it may have received under the "Source Code escrow and access" clause.

The Parties also agree to enforce compliance with these provisions by their personnel, and by any representative or other person who might use the Software in any capacity whatsoever. Any violation of this commitment by the Subscriber would constitute a serious breach of its obligations and render it liable for the damages sustained by Geovariances.

## **ARTICLE 20** **ENFORCEABILITY AND EVIDENCE**

The version of the Terms in effect can also be found on the Geovariances website. Geovariances reserves the right to modify the Terms at any time without notice. In such case, the new version of the Terms will be posted on the website, and Subscriber will be notified of its effective date such that it acknowledges having been informed of the modification. The new version will automatically replace the old and shall apply to any order placed after such change.

The Subscriber has the option to save and print these Terms using the standard functionalities of its browser or computer.

It is expressly agreed by the Subscriber that the information received and recorded by Geovariances constitutes proof of the order, particularly as regards the date, type and profile of the License, and, in general, evidence of all relations between the Subscriber and Geovariances.

The online approval of any order constitutes a demonstration of intent which, between the Parties, has the same value as a handwritten signature.

The electronic registers maintained in the Geovariances IT system shall be kept in optimal conditions of security and considered proof of communications, orders and payments between the Parties.

Specific Terms and invoices are stored on a reliable and durable medium which can be produced as evidence. Consequently, invoices sent by email are original documents, which Subscriber acknowledges.

In case of contradiction between the French version of these Conditions and the English version, the Parties agree that the French version prevails.

## **ARTICLE 21** **NON SOLICITATION OF PERSONNEL**

Each Party shall refrain from hiring or soliciting work from any employee of the other Party, whether directly or through intermediaries, without its express prior consent. This clause shall be valid for the Term of the Agreement and for twelve (12) months following its termination. Where a Party does not respect this obligation, it shall indemnify the other Party by immediately paying, upon simple request, a lump sum equal to twelve (12) times the gross monthly salary of the employee at the time of his departure.

## **ARTICLE 22** **MISCELLANEOUS**

The Agreement, consisting of the Terms and the Specific Terms, constitutes the entire agreement between the Parties and supersedes all previous documents exchanged between the Parties.

No Party may make any commitment in the name and/or on behalf of the other Party. Furthermore, each Party shall remain solely responsible for its claims, commitments, services, products and personnel.

The Subscriber authorizes Geovariances to mention it as a business reference and to reproduce its trademark and logo for the sole purpose of promoting the business and products of Geovariances.

The Subscriber can mention its use of the Kartotrak Software and Geovariances on its websites. Geovariances authorizes Subscriber to mention its trademark and logo for this purpose alone.

Should any provision of this Agreement be found void, nonbinding or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain valid, binding and enforceable except as otherwise provided by such court. The Parties agree that, in such case, they will in good faith negotiate a replacement provision that is (i) valid, binding and enforceable and (ii) conforms to the original intent of the Parties.

The failure of either Party to invoke a commitment by the other Party to any of the obligations contained herein shall not be construed in the future as a waiver of the obligation question.

The Agreement is subject to French law.

Any dispute in connection with the Agreement will first be submitted for amicable settlement via mediation led by a jointly-appointed expert within fifteen (15) days of a written request submitted by either Party.

IN CASE OF FAILURE OF SUCH MEDIATION WITHIN A PERIOD OF THREE (3) MONTHS, THE DISPUTE SHALL BE SUBMITTED BY EITHER PARTY TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS (FRANCE).