

SERVICES TERMS AND CONDITIONS

INTRODUCTION

Geovariances provides innovative methodologies, experts and software packages to answer its clients' challenges in mapping, resource evaluation, volumetric estimation and risk analysis.

The provision of training and consulting services by Geovariances to its clients is governed by the terms and conditions set out in these Services Terms and Conditions, supplemented by the Specific Terms previously accepted by the Client.

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.

Geovariances shall mean Geovariances S.A.S. and its subsidiaries, successors and assigns.

Specific Terms shall mean the document specifying, in particular, the types of services, the technical specifications, the project timing and project management, the schedule of rates, the conditions of travel, the price, and the characteristics of the Client (name, site, contact). The Specific Terms supplement the Services Terms and Conditions and are entirely subject thereto.

Terms and Conditions shall mean these Services Terms and Conditions, accepted by the Client and supplemented by the Specific Terms. The signing of the Specific Terms implies full acceptance of the Terms and Conditions.

Agreement shall mean collectively (i) these Services Terms and Conditions and (ii) the Specific Terms approved by Client, to the exclusion of any other document.

Report shall mean the document provided by Geovariances presenting the work carried out and the results as defined in the Specific Terms.

Client shall mean the party or any person acting on behalf of and with the authority of that party, for which professional services are rendered by Geovariances.

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of the Terms and Conditions is to define the terms, conditions and arrangements under which Geovariances provides training and consulting services to the Client.

ARTICLE 3. CONTRACT DOCUMENTS

The contract documents are, in order of decreasing importance, (i) the Services 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.

ARTICLE 4. DURATION OF THE AGREEMENT

The Agreement is concluded and comes into effect as of the signature of the Specific Terms for the duration specified in the Specific Terms.

ARTICLE 5. FINANCIAL TERMS AND CONDITIONS

In consideration for the services provided by Geovariances, the Client shall pay the fees defined in the schedule of rates of the Specific Terms.

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, plus ten percentage points, without prior notice and with effect from the date of first delay.

Geovariances will charge to the Client the recovery costs incurred, in the minimal amount of 40 euros. The amount of interest due maybe charged automatically of any price reductions of Geovariances. In case of disagreement on part of the invoice, the Client is required to pay in due time the undisputed part.

Geovariances reserves the right to suspend its services until full payment is received for amounts due.

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 the Client under the Agreement shall become immediately payable. Furthermore, Geovariances may suspend its services without prior notification and/or terminate the Agreement pursuant to the "Termination" clause. Sums previously paid by the Client will be retained by Geovariances, without prejudice to amounts outstanding for the current period.

If the services are canceled or placed on hold at the request of the Client, Geovariances may invoice the Client for services rendered or expenses (including travel and accommodation expenses) incurred to the date of interruption. If the project is re-commenced, Geovariances may incur additional expenses that will be the responsibility of the Client.

Article 1223 of the Civil Code is inapplicable between the Parties. In case of training course already paid by the Client before the session occurred, no refund will be done for no-show or cancellation made within two weeks prior to the course.

ARTICLE 6. LIABILITY AND INSURANCE

In providing its training and consulting services, Geovariences is bound by an obligation of best effort (*obligation de moyens*). Geovariences shall in no event be held liable for indirect, special, incidental, or consequential damages, whether foreseeable or unforeseeable, suffered by the Client 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 the Client to any third party.

Geovariences' liability towards the Client shall not exceed the total amount of Service fees actually received by Geovariences during the year underway, as of the date of recognition of its liability.

Geovariences shall not be bound by any verbal advice given or information furnished by any unauthorized officer of Geovariences but shall be bound only by written advice or information furnished by an authorized officer of Geovariences.

Furthermore, no action may be brought against Geovariences upon expiration of a period of six (6) months following the occurrence of the event causing the damage.

Geovariences 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 7. DISCLAIMER

The Report provided by Geovariences is prepared on the basis of information and data provided by the Client. The opinions expressed in the Report are provided in response to a request from the Client. Geovariences relies on the information provided by the Client as being accurate in all respects.

Geovariences accepts no responsibility or liability to any person or entity in respect of (i) Any omissions or inaccuracies in the Report that occur as a result of inaccurate information supplied by the Client (ii) Arising from any commercial decisions made in reliance on this information.

The Report is for the use of the Party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party for the whole or part of the contents of the Report. No responsibility is accepted to any third party if the whole or any part of the Report is modified, omitted or varied in any way from the format in which it appears in the Report, or if the information or data is used outside the parameters identified in the Report.

ARTICLE 8. 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 9. 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.

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

- The Client undermines the image of Geovariences or its products in any manner whatsoever, subject to prior notification of Geovariences;
- The Client 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 Geovariences

ARTICLE 10. 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 term 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 Terms.

ARTICLE 11. 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 the Client 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 Client has the option to save and print these Terms using the standard functionalities of its browser or computer.

It is expressly agreed by the Client that the information received and recorded by Geovariances constitutes proof of the order, particularly with regards to the date, types of services, price, and, in general, evidence of all relations between the Client 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 the Client 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 12. GENERAL

The Agreement 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 Client 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.

Should any provision of this Agreement be found void, non-binding 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.

ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION

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).**