

Terms and conditions

GENERAL TERMS OF DELIVERY AND PAYMENT OF LUTECE DYNAMICS SAS

1. General

1.1. The subsequent general terms of delivery and payment (hereafter "GTD") apply to all contracts in connection with the sale and/or the delivery of movables (hereafter "goods") concluded between Lutèce Dynamics SAS, 61 rue de Lyon, 75012 Paris (France), registered at the Paris commercial register under number 931739007 and its customers (hereafter: "Customer"). These General Terms and Conditions apply exclusively to contractual relationships between professionals, including public law entities acting within the scope of their activities, within the meaning of the introductory article and Article L.121-16-1 of the French Consumer Code. They do not apply to contracts concluded with consumers or non-professionals as defined by the French Consumer Code.

1.2. These GTD exclusively are applicable to the business relationship for its entire duration (including future business in case of an ongoing business relation). Lutèce Dynamics does not recognise any conditions of the Customer, which are in conflict with or deviate from these conditions and/or supplement these conditions unless Lutèce Dynamics has expressly agreed to these in writing. This approval requirement as well these GTD shall also apply should Lutèce Dynamics unconditionally execute a delivery to the Customer in full knowledge of the conflicting or deviating terms of the Customer.

1.3. All agreements concluded between Lutèce Dynamics and the Customer for the purposes of execution of business are to be set down in writing in a contract. Any individual agreements (ancillary agreements, supplements, modifications) with the Customer shall prevail in any case. As regards the contents of such agreements a written contract and/or a written confirmation by Lutèce Dynamics shall be decisive. With the exception of managing directors and authorized representatives Lutèce Dynamics's employees shall not be entitled to enter into oral agreements deviating hereof. For the purposes of ensuring the written form requirement, the transmission by means of telecommunication (e.g. by facsimile or by e-mail), shall be sufficient.

1.4. Material statements and relevant notifications that have to be made by the Customer after execution of the contract (such as the appointment of a deadline, notice of a defect, declarations of termination or price reducing) shall be in writing in order to become effective.

2. Quotations, Orders

2.1. Lutèce Dynamics's quotations shall always be provisional and non-binding unless explicitly marked as binding.

2.2. Although in principle, contracts with Lutèce Dynamics only come into force once Lutèce Dynamics has issued a written confirmation, they in any case come into force with the commencement by Lutèce Dynamics of the execution of an order and/or delivery of the goods. Lutèce Dynamics's confirmation of order or, where no such confirmation of order exists, Lutèce Dynamics's quotation is authoritative for the content of the contract.

2.3. Lutèce Dynamics reserves the right to make technical, and design changes, in particular improvements, even after confirming an order, in so far as this is reasonable for the Customer.

2.4. Where a declaration by Lutèce Dynamics exists that has been designated as a description of a

service or product, this description conclusively and completely specifies the characteristics and qualities of the supplied product or service. Such service and/or product descriptions are only nearly authoritative, unless the applicability for the contractually designated purpose requires exact conformity. In cases of doubt, these types of descriptions, illustrations, references to DIN/ISO standards etc. may not be deemed as to constitute the assumption of a guarantee. In cases of doubt, only explicit written declarations by Lutèce Dynamics are authoritative for the determination of a guarantee promise.

2.5. Lutèce Dynamics reserves the right, within a period of 10 days upon the execution of this contract, to rescind from contract by way of a written declaration, if Lutèce Dynamics within the scope of a conducted solvency check shall become knowledge of facts that the creditworthiness of the Customer appears to be questionable and jeopardize the performances as provided in the contract. In the context of a solvency check Lutèce Dynamics shall be entitled to request information (such as bank enquiry, credit report).

2.6. In case a certificate of origin is needed, Customer shall already notify Lutèce Dynamics thereof when placing the order. To cover additional expenses arising out of ordering/issuing certificates of origin, Lutèce Dynamics is entitled to charge an administration fee of EUR 50.00 per certificate of origin to the Customer.

3. Prices

3.1. Prices are indicated in Euro or in another agreed currency and do not include Value Added Tax (VAT). VAT shall be invoiced at the currently valid statutory rate.

3.2. Insofar as the agreed prices are based on the list prices of Lutèce Dynamics and the performance is to be provided by Lutèce Dynamics more than four (4) months after conclusion of the contract, the list prices valid at the time of the performance less any agreed discount shall apply. Furthermore, Lutèce Dynamics reserves its right to alter the prices, in case the time period between the conclusion of the contract and the agreed performance date exceeds four (4) months and an increase of costs, in particular based on collective wage agreements or changes in material prices, have occurred and the prices have not been expressly agreed as fixed prices. In case of an increase of the price by more than 15% of the agreed contract price, the Customer is entitled to withdraw from the contract.

3.3. Prices quoted shall apply - unless agreed otherwise - ex works (EXW Incoterms 2020) including normal packaging costs.

4. Terms of Payment

4.1. Invoices are payable no later than by the due date indicated in the invoice. Payment shall be made without any deduction and free of all charges. No deduction of a discount is permitted unless such discount had been expressly agreed upon. Should the deduction of a discount be stipulated in the respective quotation/agreement or in the respective invoice, such discount is granted only if and to the extent that at the date of receipt of payment no balance is due in favour of Lutèce Dynamics. In case of repairs and deliveries of spare parts the possibility of deduction of a discount is excluded.

4.2. Payments are considered made on the day the corresponding sums are credited to Lutèce Dynamics' account via wire transfer and at Lutèce Dynamics's disposal. Lutèce Dynamics does not accept cheques, bills of exchange, or any other forms of payment. All costs and fees associated with

the wire transfer will be borne by the Customer.

4.3. The Customer is only entitled to offset amounts if his counterclaim has been legally established, uncontested or is recognised by Lutèce Dynamics. The Customer shall have no right to re-debit or retain monies unless this is based on the same contractual relationship. However, in case of defective deliveries mandatory statutorily prescribed counterclaims remain unaffected.

4.4. No interest is payable on Customer's down payments and advance payments. Lutèce Dynamics shall also be entitled within reasonable limits to withhold deliveries, even those from different orders, and to perform delivery only against prepayments or on a cash-on-delivery basis without advance notice.

4.5. Notwithstanding the rights contained in these GTD, Lutèce Dynamics's statutory rights in respect of default of payment and due date of payment remain unaffected. Delivery times agreed to by Lutèce Dynamics shall be extended by the period of default of payment.

4.6. If after formation of a contract facts become known, which are apt to substantially reduce the creditworthiness of the Customer or if a significant deterioration of the financial situation of the Customer otherwise becomes apparent, which may impair payment of a claim of Lutèce Dynamics by the Customer based on the respective contractual relation, Lutèce Dynamics shall be entitled at its discretion - as the case may be, after setting a reasonable deadline - to demand advance payment or provision of security and, should the Customer definitively refuse to meet the terms of the contract and/or to provide security or upon the fixation of a period of time shall not perform its obligation and/or provide security, to terminate the contract. In case of manufacture of specific items (custom-tailored items), Lutèce Dynamics may declare rescission promptly. The statutory provisions regulating dispensability of setting a deadline remain unaffected.

5. Delivery, Delivery Period/Time

5.1. Delivery times/deadlines shall only be binding if confirmed as binding by Lutèce Dynamics in writing. They otherwise constitute "circa periods".

5.2. The delivery deadlines shall be considered to have been met if, by the time of the deadline, the delivery item has been dispatched or collected from Lutèce Dynamics, or, should this dispatch or collection be delayed for reasons for which Lutèce Dynamics is not responsible, if notification of readiness to deliver is given within the stipulated time.

5.3. Insofar as binding delivery dates cannot be observed for reasons outside the scope of Lutèce Dynamics (nonavailability of performance), Lutèce Dynamics shall immediately inform the Customer hereof and shall at the same time inform the Customer of the anticipated new delivery date. If performance is still not possible within the new delivery deadline, Lutèce Dynamics is entitled to withdraw from the contract in full or in part and shall promptly reimburse an already received consideration. In particular the late delivery of Lutèce Dynamics's own sub-suppliers is deemed a case of non-availability if neither Lutèce Dynamics nor its sub-supplier is acting with fault or if Lutèce Dynamics is not obliged to procurement in the individual case.

5.4. Furthermore, the Customer's right to termination of a contract upon expiry of a reasonable period of grace granted to Lutèce Dynamics without result shall remain unaffected.

5.5. Should the Customer be in default of acceptance or negligently violates any other cooperation obligation, if e.g. dispatch or delivery of the goods be delayed by circumstances lying within the sphere of responsibility of the Customer, Lutèce Dynamics shall be entitled to claim damages,

including any additional expenses. In case of storage by Lutèce Dynamics, warehouse charges shall be calculated with 0.25% of the invoiced price of the stored goods for each completed week. The assertion of further claims is reserved.

5.6. Part deliveries shall be permitted, as far as such deliveries are reasonable for the Customer. To the extent that such part deliveries can be used on their own, they shall be considered as independent deliveries in respect of the due date of payment.

5.7. Whether delivery is in default shall otherwise be determined pursuant to the statutory provisions. However, a delivery reminder by the Customer shall in any case be required. If Lutèce Dynamics is in default of delivery, the Customer may claim liquidated damages in an amount of 0.5% of the net price (delivery value) for each completed calendar week the default situation persists, at a maximum not more than 5% of the delivery value of the goods that are behind schedule. Lutèce Dynamics may assert that the Customer has not incurred any damage or significantly lower damages.

6. Dispatch, Packing

6.1. Dispatch within the territory of the French Republic shall be from a location to be specified at the discretion of Lutèce Dynamics unless otherwise stipulated by the parties. The goods shall be delivered in packaging which is suitable for dispatch and transport. Mode of dispatch and packaging are at the reasonable discretion of Lutèce Dynamics.

6.2. If the goods are shipped at the request of the Customer, the Customer shall bear the transport costs ex works and the costs of transport insurance if requested by the Customer.

6.3. For after-sales service deliveries (replacement parts, repair equipment), packaging shall be calculated separately.

7. Passing of Risk and Acceptance

7.1. The risk lies with the Customer for all deliveries, including any returns, even if freight prepaid, FOB, or CIF (Incoterms 2020) delivery has been agreed. The risk shall pass to the Customer as soon as the consignment leaves the warehouse of Lutèce Dynamics or of a warehouse maintained by Lutèce Dynamics. This also applies in case of partial deliveries or in case Lutèce Dynamics has undertaken further services (such as shipment or installation). Should delivery be delayed at the Customer's request or as a result of circumstances for which the Customer is responsible, the risk shall pass to the Customer for the duration of the delay as of the date of notification of readiness to deliver.

7.2. Where acceptance of the Products or Services has been agreed between the parties, such acceptance shall determine the transfer of risk to the Customer. Unless otherwise provided in these GTD, acceptance shall be governed by the provisions of the French Civil Code relating to contracts for work and services, and in particular Article 1792-6 of the Civil Code. Any use or commissioning of the Products by the Customer shall constitute acceptance without reservation, unless otherwise agreed in writing. A work shall in any case be deemed accepted if Lutèce Dynamics has set the Customer a reasonable deadline for acceptance and the Customer has not refused acceptance within this deadline, stating at least one defect which is not only insignificant and actually exists - or is at least objectively obvious.

8. Reservation of Title

8.1. Lutèce Dynamics shall retain title to the goods until all present and future claims against the Customer to which Lutèce Dynamics is entitled as a result of mutual business - including the settlement of all outstanding current account balances - have been settled (reserved goods). The Customer shall store the reserved goods in a proper manner and insure them sufficiently at his own expense.

8.2. The Customer shall be entitled to resale of the reserved goods only within the scope of its ordinary course of business, as long as the Customer is not in default of payment. The Customer shall be prohibited from transferring ownership by way of security, pledging, or otherwise disposing of the reserved goods in any manner which thwarts or impedes the reservation of title in functioning as security. Should third parties attach reserved goods in the Customer's possession or in case of other interferences by third parties, the Customer shall inform such third parties of Lutèce Dynamics's reservation of title, and shall inform Lutèce Dynamics in writing of the attachment enclosing the order of attachment and a statutory declaration which declares that the goods attached are identical with the reserved goods supplied. The Customer shall bear any costs arising from attempts to prevent attachments by third parties in the event that proceedings are successful and in the event that attempts to enforce the judgment on the third parties in question are not successful.

8.3. Any modification or processing of the reserved goods affected by the Customer on behalf of Lutèce Dynamics shall not give rise to any obligations for Lutèce Dynamics. In the event of processing, combination, or mixing of the reserved goods with other non-Lutèce Dynamics goods, Lutèce Dynamics shall be entitled to the resulting fractional share of co-ownership of the new item, in accordance with the ratio between the value of Lutèce Dynamics reserved goods (invoiced price including VAT) and that of the other goods processed at the time of processing, combination, or mixing. Should the Customer acquire sole ownership based on combination or mixing of the new item, due to the fact that the new item is deemed to constitute the main item, Lutèce Dynamics and the Customer already hereby agree that the Customer transfers co-ownership of the new item in proportion to the value of Lutèce Dynamics's reserved goods. Lutèce Dynamics accepts such transfer and assignment. The sole or joint ownership created in such manner shall be held in safe custody by the Customer for Lutèce Dynamics free of charge. Furthermore, the same provisions shall apply to any new item created through processing, combination or mixing as to the reserved goods.

8.4. In the event of resale or leasing of the reserved goods, the Customer assigns to Lutèce Dynamics in advance and by way of security its claims against its clients arising from this resale or leasing. Lutèce Dynamics accepts such transfer and assignment. Should the reserved goods be resold or leased together with goods from other suppliers and should an overall invoice be issued for both types of goods, the Customer shall assign to Lutèce Dynamics that portion of the total price charged and/or of the total rental fee corresponding to the reserved goods included in the overall invoice. The Customer shall be entitled next to Lutèce Dynamics to collect claims arising from resale and leasing which have been assigned to Lutèce Dynamics. Lutèce Dynamics undertakes not to collect the claims as long as the Customer complies with its payment obligations, no event of a substantial deterioration in its financial position occurs and there is no other deficiency as regards the

Customer's capacity/solvency.

8.5. The Customer shall not be authorised to dispose of the assigned claims by other means, e.g. by assignment to third parties (in particular to financial institutions), without prior written consent of Lutèce Dynamics.

8.6. In the event of default by the Customer in making payment to Lutèce Dynamics, dishonouring of promissory notes or cheques based on the Customer's fault, suspension of payments, excessive indebtedness, or should his assets be the subject of insolvency proceedings, or should the institution of such proceedings be refused for insufficiency of assets, the entire balance of his debts shall become payable, including promissory notes with later maturities. In this event, the Customer shall, at the request of Lutèce Dynamics, provide Lutèce Dynamics with a list of all goods still in his possession which are subject to reservation of title, and a list of debts assigned to Lutèce Dynamics, which list shall include names and addresses of debtors and the amount of the debts and provide all other information required by Lutèce Dynamics in order to assert the claims. Should the conditions described above apply, the Customer shall, upon request of Lutèce Dynamics, inform the debtors of the assignment of the debt to Lutèce Dynamics. Lutèce Dynamics shall be entitled to bring about the notification of such third party debtors itself. Lutèce Dynamics shall also be entitled to repossess the goods subject to its reservation of title with a view to utilisation or discharging the balance of the debts. The Customer shall be obliged to procure possession of the goods for Lutèce Dynamics or to allow the authorised representative of Lutèce Dynamics access to the business premises during normal business hours. The demand for return or the seizure of the goods shall not constitute termination of the contract.

8.7. At the Customer's request, Lutèce Dynamics shall be obliged to release security at the Customer's discretion where the total realisable value of such security exceeds the value of Lutèce Dynamics's claims against the Customer arising from current business dealings by more than 20%.

8.8. Should the proposed reservation of title not be legally effective in the territory in which the goods are located, Lutèce Dynamics and the Customer already now undertake to agree on a provision in compliance with the applicable laws that best reflects the character of the right of retention of title. Where special requirements are necessary to meet these stipulations, the Customer already agrees to ensure that these requirements are met at his own cost.

9. Combination of Products

9.1. Unless explicitly stated in the delivered instruction manuals ("system chart"), Lutèce Dynamics does not make any statement on the compatibility of the delivered products.

9.2. Lutèce Dynamics will solely combine delivered non-medical devices and/or products from the inventory of the Customer on behalf of and under instruction from the Customer. Lutèce Dynamics does not place the combination on the market.

9.3. The Customer, as the operator within the meaning of Articles R.5212-25 et seq. of the French Public Health Code, is solely responsible for the safe installation, use, and operation of the medical devices, including when combined with other equipment or software. Where the Customer associates or combines devices in a way not foreseen by the manufacturer, the Customer shall ensure that the combination complies with the applicable essential safety and performance requirements.

9.4. The Customer may be obliged pursuant to medical device regulations to inspections, assessments and declarations before he may operate a combination of products.

10. Warranty

10.1. Unless otherwise agreed, the Customer's rights in the event of defects in conformity or hidden defects shall be governed by the applicable statutory provisions, in particular Articles 1604 et seq. and 1641 et seq. of the French Civil Code. The statutory provisions governing the seller's right of recourse in the distribution chain, particularly where resale to a consumer is involved, shall remain applicable.

10.2. The Customer must inspect the Products immediately upon receipt and notify Lutèce Dynamics without delay of any apparent defect or non-conformity. Any hidden defect must be notified within a reasonable time after its discovery, failing which all warranty claims shall be excluded. Upon valid and timely notification, Lutèce Dynamics shall, at its discretion, repair or replace the defective Product, or refund its price). Any complaints regarding incomplete, false or defective deliveries are to be reported in writing immediately after delivery. Hidden defects are to be reported in writing after these have been detected. Notice is deemed to be made in due time if given within ten (10) days after delivery or detection, as the case may be. The punctual dispatch of the notice suffices to comply with the time limit.

10.3. The warranty period for the goods is twelve (12) months. The warranty period shall be extended by the period in which the delivered product cannot be used due to subsequent fulfilment (rectification or replacement delivery). However, subsequent fulfilment shall not result in the commencement of a new warranty period, unless the subsequent fulfilment in due consideration of any and all circumstances of the individual case has to be seen as an implied acceptance of an obligation to remedy a defect. A rectification of a defect, shall otherwise only result in a new warranty period if it concerns the same defect or the result of a deficient rectification of a defect.

10.4. If the delivered goods are defective, Lutèce Dynamics shall at its own discretion remedy the defect (rectification) or deliver a non-defective item (replacement delivery).

10.5. Software: Lutèce Dynamics warrants to the Customer that the Software included in the Products will, for a period of ninety (90) days following delivery or notification of availability for electronic download, substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable documentation; and (ii) has not been modified or added to by persons other than Lutèce Dynamics or its authorized representative. Lutèce Dynamics undertakes, at its own expense and as the Customer's sole obligation and exclusive remedy for any breach of this warranty, either to replace such Software or to correct any reproducible error in such Software reported in writing to Lutèce Dynamics by the Customer during the 90-day warranty period. If Lutèce Dynamics is unable to correct the error or replace the Software within a reasonable period of time, Lutèce Dynamics will refund the amount paid by the Customer for the Product concerned, amortized on a straight-line basis over a period of five (5) years upon return of the Product to Lutèce Dynamics, and the license for all Software in the Product will be terminated.

10.6. The Customer shall fulfil all his contractual obligations, in particular the stipulated terms of payment; Lutèce Dynamics may make the owed subsequent fulfilment dependant on the fact that the Customer pays the due purchase price. The Customer may, however, withhold payment in

reasonable proportion to the extent of the defect.

10.7. The Customer shall grant Lutèce Dynamics the necessary time and occasion to fulfil the warranty obligations. Subsequent fulfilment neither includes the disassembly of the defective item nor reassembly if Lutèce Dynamics had not originally been obliged to assembly in the first place. Any expenses incurred in connection with the examination and subsequent fulfilment, in particular costs for transportation, infrastructure, personnel and material are borne by Lutèce Dynamics, if a defect in fact exists. In any other cases these costs are borne by the Customer and Lutèce Dynamics may claim reimbursement from the Customer, as the case may be. Claims of the Customer for the expenses necessary for the purpose of subsequent fulfilment are excluded insofar as the expenses increase because the object of the delivery was subsequently moved to a location other than the place of performance, unless the transfer corresponds to the contractually agreed use or the intended use resulting from the circumstances.

10.8. Should Lutèce Dynamics allow a reasonable period of grace to expire without remedying the defect or replacing the goods, or should Lutèce Dynamics refuse to take either action, or should remedy or replacement be impossible, the Customer shall be entitled to avail himself of his right to termination of contract or reduction of the purchase price.

10.9. Where the final purchaser in the distribution chain acts as a professional, the Customer shall not benefit from any independent right of recourse against Lutèce Dynamics under the statutory warranty for hidden defects or any lack of conformity. In all cases, before exercising any warranty rights provided for herein, the Customer must grant Lutèce Dynamics a reasonable period of time to remedy the defect, in accordance with Articles 1217 and 1231-1 of the French Civil Code.

10.10. Any improper repairs or modifications or improper installation in another item or attachment to another item, in particular in case of deviations from instructions, installation instructions, standards and other specifications provided by Lutèce Dynamics or having general validity, effected by the Customer or by third parties shall nullify any warranty or liability, unless the Customer proves that the defect is not the result of this intervention.

10.11. The liability for defects shall neither apply to normal wear and tear, nor to damage occurring after passage of risk as a result of faulty or negligent handling, overuse, or such chemical, electro-chemical, or electrical influences as are not provided for in the contract.

10.12. Claims of the Customer for damages or compensation of futile expenses are subject to the limitations set forth in Item 11 below and are otherwise excluded.

10.13. Warranty claims arising from any batteries included are excluded. Such batteries shall only serve demonstration purposes and operational tests.

11. Liability

11.1. To the extent not regulated otherwise in these GTD, Lutèce Dynamics may only be held liable pursuant to the applicable statutory provisions in case of a contractual or non-contractual breach of its duties.

11.2. Lutèce Dynamics is liable to pay damages - regardless of their legal basis - only in case of intent or gross negligence. In any case of simple negligence, Lutèce Dynamics shall be liable only for damage based on the breach of a material contractual duty (obligation which makes the proper implementation of the contract possible in the first place and the observance of which the Customer may regularly rely on); in this case the liability is however limited to the foreseeable, typically

occurring damages, and subject to a cap of a maximum of 125% of the respective net order amount; in any case however not more than EUR 5 million per incident giving rise to the damage.

11.3. If the Customer suffers a loss of data due to simple negligence on part of Lutèce Dynamics and the recovery of the data is not possible or is significantly impeded due to the Customer's lack of or inadequate data backup, Lutèce Dynamics's liability shall be limited in amount to the damage that would have occurred even with proper data backup.

11.4. In the event of default, the provision on liquidated damages contained in clause 5.7 shall apply as the maximum cap of Lutèce Dynamics's liability.

11.5. The foregoing exclusions and limitations of liability shall apply to the same extent in favour of Lutèce Dynamics's executive bodies, legal representatives, employees and other vicarious agents.

11.6. The limitations stipulated in the foregoing Items shall not apply in case Lutèce Dynamics has fraudulently concealed a defect or has assumed a guarantee for the properties of the item. These limitations shall likewise not apply to damages resulting from injury to life, physical integrity, or health, nor to liability arising under the mandatory provisions of Articles 1245 et seq. of the French Civil Code on product liability.

11.7. The Customer may only withdraw from or terminate the contract due to a breach of obligation other than a defect if such breach is attributable to Lutèce Dynamics. Any free or discretionary termination by the Customer, including unilateral termination without cause, is expressly excluded. Termination may only take place after a formal notice has remained unsuccessful, in accordance with Articles 1224 et seq. of the French Civil Code.

12. Assignment of Claims

Claims arising from the contractual relationship between the Customer and Lutèce Dynamics and all claims against the damaging party or its insurer arising from the loss of or damage to reserved goods may only be assigned to third parties with prior written permission of Lutèce Dynamics.

13. Export Control

13.1. The Customer commits to and warrants not to sell, supply, transfer or export, directly or indirectly, the goods ordered from Lutèce Dynamics or services related thereto to any natural or legal person, entity or body or to use them in the context of technical assistance or other services to the extent that this would be/is prohibited for Lutèce Dynamics and/or the Customer under the sanctions regimes of the United Nations, the European Union, the French Republic or the United States of America. In this respect, the Customer undertakes to comply with the sanction regulations irrespective of whether they apply to him.

13.2. In the event that the funds and economic resources of the Customer or a recipient of the goods are or will be frozen at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the French Republic or the United States of America and/or there is a ban on making funds or economic resources directly or indirectly available to or for the benefit of the Customer or a recipient of the goods at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the French Republic or the United States of America, Lutèce Dynamics shall be released from its obligation to perform.

13.3. Clause 13.1. and 13.2. shall not apply if compliance with United States of America's sanctions violates Regulation (EEC) 2271/96, as amended, and a corresponding obligation would constitute a

violation of Section 7 of the Foreign Trade and Payments Ordinance.

13.4. If Lutèce Dynamics has doubts as to whether the Customer is acting or intends to act in accordance with any obligation under this clause 13, Lutèce Dynamics shall be entitled to require the Customer to provide appropriate evidence (e.g. end-use declarations, licenses, etc.) that the goods are being used in accordance with clause 13.1. of this provision prior to delivery of the goods or provision of the service ordered. Until receipt of appropriate evidence Lutèce Dynamics is entitled to postpone the delivery of the ordered goods or the performance of the service. Lutèce Dynamics is entitled to demand the provision of appropriate evidence by setting a reasonable deadline, usually two weeks. If, in such a case, the Customer fails to provide proof of use of the goods in accordance with clause 13.1. of this provision, or fails to do so in a timely manner, Lutèce Dynamics shall be entitled to extraordinary termination of the contract.

13.5. The Customer undertakes to use only such persons within the scope of the contract at Lutèce Dynamics who are not listed on the sanctions lists of the European Union, the USA and Great Britain. Prior to the actual use of a subcontractor for the performance of services at the client's premises and at appropriate intervals, but at least quarterly, the Customer is obliged to carry out an appropriate screening with regard to a listing on the sanctions lists of the European Union, the USA and Great Britain. The results of the screening shall be documented and archived on the basis of the legal provisions of the French Fiscal Code like tax documents.

13.6. Due to Russia's invasion of the Ukraine extensive sanctions by the European Union and Japan ("SANCTIONS") have been implemented. In order to ensure Lutèce Dynamics's compliance with all SANCTIONS regarding the territory of Russia and Belarus, the Customer hereby warrants and represents that the Customer will neither directly nor indirectly supply products into the territory of Russia or Belarus to the extent that the SANCTIONS apply to the products or in relation to the customer or end-user and strictly comply with all applicable export and sanctions controls as stipulated in this Agreement. Delivery shall be made to the agreed place of delivery, however, excluding any countries to which SANCTIONS apply for the delivery of the products or in relation to the customer or end-user. This remains effective as long as the SANCTIONS are in place.

13.7. In the event of a breach of SANCTIONS, Lutèce Dynamics is entitled to withdraw from unfulfilled contracts or to terminate such contracts with immediate effect and to terminate the business relationship with the Customer. Furthermore, the Customer shall compensate Lutèce Dynamics for any damage resulting from the infringement, including the imposition of fines.

14. Data Protection

14.1. If and to the extent that personal data is transmitted or otherwise processed in connection with this Agreement, Lutèce Dynamics and the Purchaser shall each act as a separate data controller within the meaning of Article 4 No. 7 EU General Data Protection Regulation (GDPR). Lutèce Dynamics and the Purchaser shall comply with all obligations of the GDPR and other applicable data protection laws when processing personal data. Among other things, Purchaser shall fulfil its obligation to inform its own employees and collaborators in accordance with Article 13 of the GDPR with respect to personal data that is transferred to Lutèce Dynamics in the context of the contractual relationship. For this purpose, the Purchaser may also use the information listed in the Annex towards its employees.

14.2 If there is a processing of personal data on behalf of Lutèce Dynamics within the meaning of

Art. 28 GDPR between Lutèce Dynamics and the Purchaser in an individual case, Lutèce Dynamics and the Purchaser shall conclude an additional data processing agreement pursuant to Art. 28 para. 3 GDPR.

15. Software

15.1. Except as otherwise provided in Section 14.7, Lutèce Dynamics grants the Customer a limited, non-exclusive, and non-transferable license to use the Software and Documentation during the license term solely for the Customer's internal business operations and for the purposes specified under the Contract. The Customer may copy the Software and Documentation as necessary to install and run the licensed number of copies, but only for archival purposes. The microcode, firmware, or operating system software required for Equipment with which it is shipped to perform its basic functions is licensed for use solely on that Equipment. Unless otherwise specified in these Terms or the applicable Contract, licenses granted to the Customer are perpetual, for object code use only, and shall commence upon delivery of the physical media or notification of availability for electronic download. Use of the Software may require the Customer to complete Lutèce Dynamics' applicable Product registration process to obtain and enter an authorization key or license file.

15.2. Any software provided by Lutèce Dynamics to the Customer shall be subject to these Terms and Conditions, as well as Lutèce Dynamics' applicable end-user license agreement(s) ("License") and supporting documentation ("Evidence of License"), if any, which are attached hereto and incorporated by reference. In the event of any conflict between these Terms and the License and/or Evidence of License, the License and/or Evidence of License shall prevail. If requested by Lutèce Dynamics, the Customer shall sign a copy of the License and Evidence of License.

15.3. Notwithstanding anything to the contrary herein, Open Source Software and any other Software (or component thereof) provided by Lutèce Dynamics may be accompanied by license terms ("Other License Terms") which typically take the form of: (i) a "click-to-accept" agreement included in the installation and/or download process; (ii) a "shrink-wrap" agreement included in the packaging; (iii) a notice stating that by installing and/or using the Software, the Other License Terms apply; or (iv) a notice contained in an Open Source Software disclosure included in the code or related Documentation. All Open Source Software (regardless of licensor) and any Software (or component thereof) not licensed by Lutèce Dynamics are licensed solely under the applicable Other License Terms, which shall prevail in the event of any conflict with other license provisions in these Terms. To the extent the Other License Terms apply, the Customer (a) agrees that the Other License Terms may be updated by or on behalf of Lutèce Dynamics from time to time; (b) authorizes Lutèce Dynamics to accept the Other License Terms on the Customer's behalf during installation or configuration; and (c) shall comply with the Other License Terms. Except for Open Source Software, the Other License Terms do not apply where Lutèce Dynamics is the licensor.

15.4. Without Lutèce Dynamics' prior written consent, the Customer shall not, and shall not permit any third party to: (i) use the Software in an application service provider, service bureau, or similar capacity for third parties; (ii) disclose to any third party the results of any performance, evaluation, or benchmark testing of a Product conducted by or for the Customer; (iii) make the Software available in any form to anyone other than the Customer's employees or contractors reasonably acceptable to Lutèce Dynamics who require access to use the Software on the Customer's behalf for permitted purposes; (iv) transfer, sublicense, or assign the Software or Documentation to an affiliate or third

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15.5. Versions of the Software are subject to their applicable license terms.

15.6. During the Software license term and for two (2) years after its expiration or termination, the Customer shall maintain accurate records of Software usage sufficient to demonstrate compliance with these Terms. During this period, Lutèce Dynamics shall have the right to audit the Customer's use of the Software to confirm compliance. Such audit shall be subject to reasonable prior notice and shall not unreasonably interfere with the Customer's business activities. Lutèce Dynamics may not conduct more than one (1) audit per twelve (12) month period and only during normal business hours. The Customer shall reasonably cooperate with Lutèce Dynamics and any third-party auditor and, without prejudice to Lutèce Dynamics' other rights, shall promptly address any non-compliance by obtaining additional licenses. The Customer shall promptly reimburse Lutèce Dynamics for reasonable audit costs if the audit reveals either an underpayment of more than five percent (5%) of Software fees due for the audited period or a material failure to maintain accurate records.

15.7. Lutèce Dynamics may terminate licenses for cause if the Customer breaches the terms governing Software use and fails to cure such breach within thirty (30) days after written notice from Lutèce Dynamics. Upon termination of a license, the Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to Lutèce Dynamics.

15.8. Lutèce Dynamics reserves all rights not expressly granted to the Customer and does not transfer any ownership rights in the Software.

15.9. To the extent Lutèce Dynamics provides Services under this Agreement in relation to its proprietary software, the Customer agrees that Lutèce Dynamics retains all ownership rights, including any patent, copyright, trade secret, trademark, and other proprietary rights relating to such software and any Product derived therefrom, as defined under U.S. copyright law.

15.10. For purposes of this Section 16, the term "Lutèce Dynamics" means Lutèce Dynamics, its parent company, subsidiaries, affiliates, and their successors or assigns

16. Place of Performance

The place of performance shall be Paris unless the parties have agreed differently.

17. Applicable Law and Venue

17.1. These GTD as well as all contractual relationships between Lutèce Dynamics and the Customer are exclusively subject to German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention, CISG) is explicitly excluded.

17.2. The agreed place of jurisdiction for professionals, including public law entities acting within the scope of their activities, within the meaning of the introductory article and Article L.121-16-1 of the French Consumer Code for all disputes shall be Paris, France. This also applies where the Supplier's legal residence or habitual place of residence is unknown, is located abroad, or has been transferred

abroad.

17.3. Lutèce Dynamics is also entitled to file a lawsuit at the general place of jurisdiction of the Customer.