GENERAL TERMS AND CONDITIONS (GTC)

1 Object

The purpose of these general terms and conditions (hereinafter referred to as the "General Terms and Conditions") is to define the conditions under which Tranquil IT Systems, a simplified joint stock company, registered in the Nantes Trade and Companies Register under number 443 884 580, whose registered office is located at 12 avenue Jules Vernes at (44230) Saint-Sébastien-sur-Loire (hereinafter referred to as "Tranquil IT").

The GTCs and the STCs (Special Terms and Conditions hereinafter defined) form a contractual whole (hereinafter referred to as the "Contract"). In the event of a contradiction between these documents, the following hierarchical order of decreasing legal value will apply: STC and then GTC. All other documents have no contractual value.

2 Definitions

Client: means the natural or legal person whose contact details are specified in the STCs, wishing to use Tranquil IT's services in the context of his professional activity.

Special Terms and Conditions (SPC): refer to the contractual conditions accepted by the Client, for the purpose of performing Services and/ or supplying Equipment. They specifically refer to and are attached to these GTCs. Their acceptance constitutes acceptance of these terms and conditions. The SPCs shall in particular lay down the procedures and deadlines for the performance of the Services/ supply of the Equipment and their price. The Client has thirty (30) days after Tranquil IT issues the STCs to accept them. After this period, the offer of Services/ Supply of Material which they contain in the terms and conditions indicated therein is no longer valid.

Hardware: means any equipment (e. g. computers, peripherals, etc.) sold or rented by Tranquil IT to the Client and mentioned in the STCs.

Services: refer to all the services provided by Tranquil IT to the Client in respect of STCs, namely the supply of software, installation/ parameterization, maintenance (corrective and/ or evolutive), telephone assistance, training, hosting, etc.

3 Process of the supply of Services and Equipment

The progress of the supply of the Services and Equipment is detailed in the corresponding STCs.

3.1 Technical contact person

The Client designates a technical contact person to whom Tranquil IT can report in the context of the fulfillment of its obligations and request any assistance/ information in the context of the execution of this Contract. In the event of a change of technical contact, the Client shall inform Tranquil IT in writing, with a minimum of fifteen (15) days' notice.

3.2 Delivery times

Tranquil IT will endeavour to fulfill its obligations within the deadlines indicated in the STCs. However, unless otherwise expressly stipulated in the STCs, these execution times are indicative, intended for forecasting and estimation purposes only.

Tranquil IT cannot be held liable in the event of any delay in meeting these deadlines.

3.3 Days / Hours of Work

Excluding French public holidays, Tranquil IT's obligations hereunder may not be performed outside of the following

days and hours:

Except weekends and holidays (Central European Time)		
Monday	09:00 to 12:30	14:00 to 18:00
Tuesday	09:00 to 12:30	14:00 to 18:00
Wednesday	09:00 to 12:30	14:00 to 18:00
Thursday	09:00 to 12:30	14:00 to 18:00
Friday	09:00 to 12:30	14:00 to 18:00

3.4 Hosting

The Client's data are in principle hosted on the latter's own servers. Within this framework, the Client assumes all the risks associated with such hosting.

The Client's data may, if it is mentioned in the STCs, be hosted on Tranquil IT's servers or any hosting service provider freely chosen by Tranquil IT for its competence and professionalism in this matter. The price and conditions of such accommodation are mentioned in the STCs.

3.5 Delivery and Receipt

Delivery

- All deliveries are made to the Client's address;
- The delivery of Material is deemed to be made as soon as it is made available to the Client by Tranquil IT or the carrier and materialized in this case by the control system used by the carrier. It is the Client's responsibility to verify shipments upon arrival and to send with acknowledgment of receipt any reservations or complaints that appear justified within two (2) working days following delivery of the Material;
- It is expressly agreed that no reasonable delay in delivery shall entitle the Client to refuse acceptance of the goods, terminate the order in question or seek payment of damages;
- Unless otherwise stated in the STCs, shipping and delivery costs are charged to the Client;

Receipt

Following the execution of work by Tranquil IT within the framework of the Contract (e. g. installation, parameterization, etc.), it will be up to the Client to proceed with the acceptance of the latter in order to ensure their conformity. If the Client does not provide Tranquil IT with a written and documented reservation within eight (8) days of the completion of each of the work concerned, the definitive receipt will be deemed to have been received.

3.6 Retention of title

- Tranquil IT expressly reserves the ownership of the Material until full payment of the price, interest, costs and accessories provided for in the Contract;
- In this respect, a payment within the meaning of this provision shall not be deemed to be a payment within the meaning of this provision if a bill of exchange, cheque or other instrument creating an obligation to pay. The payment can only be considered to have been made when Tranquil IT collects all the sums due;
- However, risks are transferred to the Client upon delivery of the Equipment. The Client undertakes to take all its care in the custody and storage of the Material and to take out all insurance in order to cover damages and losses that may be suffered or caused by or in connection with the Material;

4 Prices and price revision

4.1 Pricing

The price for each Service and Material is mentioned in the STCs.

The price is expressed in euros, excluding tax. Taxes, and in particular VAT, will be invoiced at the rate in force on the date of invoicing of the sums due for the corresponding STCs.

The STCs also mention the cost of any travel expenses incurred by Tranquil IT staff at the Client's premises.

Unless otherwise stated in the STCs, it has already been agreed that the rate for a day's work performed by Tranquil IT engineers outside the contract is 1 500 euros (excluding travel expenses calculated on the basis of the tax rate in force on the day of the work).

4.2 Price revision

Tranquil IT reserves the right to revise the price of the Service annually, on the anniversary date of the relevant Service. Such revision shall automatically become effective thirty (30) days after written notice to the Client.

The Client may refuse the application of the price revision by terminating the Service concerned, subject to thirty (30) days' notice, during which the former tariff will remain in force.

If the Client fails to notify Tranquil IT within fifteen (15) days of receipt of the notification of the price revision, the said revision shall be deemed to have been fully accepted by the Client.

The price revision formula applied will be as follows:

$$P = Po * \left(\frac{S}{So} \right) \quad \text{: revised price ;}$$

- **Po**: original price;
- **S**: the most recent SYNTEC index, or any new index officially substituted for it, known on the revision date;
- **So**: the last SYNTEC index, or any new index officially substituted for it, published on the date of fixing the price before revision (Po);

4.3 Invoicing and terms of payment

The invoicing modalities are specified in the STCs.

Invoices are payable by the Client, without discount, within thirty (30) days of their issue.

4.4 Interest on late payment

In the event of non-payment on the due date, any amount due by the Client shall bear interest from the due date until full payment, at a rate equal to three (3) times the legal interest rate in force, without prior formalities.

In addition to the above-mentioned interest, in the event of late payment, the Client will be required to pay a lump-sum indemnity for recovery costs of forty (40) euros, except for higher recovery costs.

If Tranquil IT should entrust the collection of its debt to a third party (e. g. bailiff, lawyer, etc.), the Client shall be liable, in addition to the above-mentioned sums, for the reimbursement of the expenses and fees thus incurred.

In the event of late payment or non-payment, Tranquil IT may suspend all orders in progress, regardless of their status. Such suspension shall not, however, be deemed to constitute termination or give rise to any right to compensation or damages.

5 Obligations of Tranquil IT Systems

Tranquil IT's obligations under the Contract are means obligations. Tranquil IT will use the best known and reasonable means to carry out the terms of the Contract. Tranquil IT's fulfilment of its obligations will depend to a large extent on the active cooperation of the Customer as referred to in Article 6.

6 Obligations of the Client

The Client is fully aware that the execution of the Contract requires an active and regular collaboration with Tranquil IT. This obligation to cooperate on the part of the Client includes in particular the transmission of any information that Tranquil IT would consider necessary for the performance of its obligations.

Within the framework of the Contract, the Client undertakes:

- to use all hardware, their operating systems and all computer software and hardware in accordance with the specifications of their manufacturers/ publishers, in particular as regards their physical environment.
- to strictly follow all instructions given by Tranquil IT;
- to allow Tranquil IT technicians free access to its hardware and software if Tranquil IT's fulfillment of its obligations requires it;
- not to undertake any action that would directly or indirectly block or slow down Tranquil IT's performance on its obligations;
- not to modify, move, or repair by third parties, in particular the hardware and/or software installed by Tranquil IT, without its prior written authorization;

In addition, the Customer:

- acknowledges that he/ she has received from Tranquil IT all the information necessary to verify the conformity of the hardware and/ or software, subject of this Agreement, with his/ her needs and their suitability for his/ her intended use;
- is responsible for the hardware/ software integrated by its care, their performance and compliance with any associated licenses of use;
- is responsible for regulatory declarations;
- is responsible for telephone and postal charges incurred by him/ her to contact Tranquil IT;

7 Responsibilities

Subject to the specific exclusions of liability provided for in the Contract, Tranquil IT may only be held liable in the event of direct material or immaterial damage due to proven fault.

Indirect losses suffered by the Client are excluded from any claim for compensation. Indirect, but not limited to, loss of turnover, loss of business, loss of business, commercial loss, loss of customers, loss of orders, loss of data or information, loss of profit and damage to the brand image.

Any action brought against a Customer by a third party constitutes indirect damage and therefore does not give rise to any right to compensation.

Tranquil IT cannot be held responsible for any damage to the Client's information, programs, data, files or databases that it is the Client's responsibility to secure and back up.

It is the Customer's responsibility to take all necessary security measures and put in place all necessary procedures, both before Tranquil IT's intervention in the framework of its obligations and at its end, by making all necessary security copies for this purpose.

It is the Customer's responsibility to take steps to verify the data contained in his computer installation. Tranquil IT cannot be held responsible for the presence of content that is contrary to the law, the IT charter or the Customer's internal regulations.

The Customer expressly acknowledges that in the current state of the art it is not possible to guarantee that any

software installed or provided by Tranquil IT will function without interruption or bug.

In the event of rental of Equipment for the Customer's benefit, the latter becomes, from the moment it is made available to Tranquil IT, until its return, solely responsible for any damage, loss or theft. He shall take all necessary measures, if he deems it appropriate, to protect himself against the risks of damage, loss or theft and, in general, against any claim.

The rented elements remain the exclusive tangible and intangible property of Tranquil IT and may not be moved or transferred under any circumstances. The Customer must enforce this right of ownership at all times, by any means and at his own expense. The Customer undertakes to preserve, during the entire rental period, the manufacturing plates affixed to the rented items (brand, serial number and the hirer's ownership plates) whose indications must remain legible and visible.

8 Publicity

Tranquil IT reserves the right to quote the Client and present the services provided by Tranquil IT for reference in its commercial documents and/or publications, with the aim of promoting its activity.

9 Intellectual Property

9.1 Software under free license

Some software provided to the Client by Tranquil IT are "free" solutions. The "free" software is provided free of charge by Tranquil IT. The conditions of use of these software are governed by the applicable free licenses, copies of which are communicated to the Client.

The Customer is informed that Tranquil IT does not give any guarantee with regard to the software concerned, insofar as it is made available by Tranquil IT for free.

In particular, the freely licensed software is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose.

The Customer assumes all risks associated with the quality and performance of software supplied under an open source license. In the event that such software proves to be defective, the cost of maintenance, repairs or necessary corrections shall be borne exclusively by the Customer.

Similarly, if the Customer suffers any damage whatsoever as a result of the use of software under free license, Tranquil IT cannot be held liable for this.

9.2 Commercial and "non-free" software

In the event that a Service relates to the installation or supply of software published by third parties, Tranquil IT is mandated to conclude any necessary license agreement in the name and on behalf of the Client. In the event of difficulties, it will then be up to the Customer to contact the publisher, Tranquil IT being a third party to this commercial relationship.

10 Duration, Suspension and Termination of the the Contract

10.1 Duration

Where applicable, the duration of the Services provided is mentioned in the STCs, as well as the period of notice applicable to terminate the Services concerned in the event of tacit renewal.

10.2 Suspension

In all cases, Tranquil IT may suspend all orders/ services in progress and this, whatever their nature and level of advancement, in the event of failure by the Customer to comply with a single contractual obligation.

In such a case, Tranquil IT cannot be held liable and this suspension cannot be considered as termination of the Contract due to Tranquil IT, nor can it give rise to any right of indemnification for the Client.

10.3 Early Termination of the Contract

In the event of non-compliance by the Client with any of its contractual obligations, and after Tranquil IT has given notice by registered letter with acknowledgment of receipt, to remedy the causes of the said non-compliance, which remained without effect thirty (30) days after notification of the breach, Tranquil IT may terminate the Contract by operation of law, without compensation and without further formalities.

Subject to the applicable public policy provisions, the Contract shall be terminated by operation of law, if Tranquil IT so chooses, without any formality other than the sending of a notification by registered letter with acknowledgment of receipt stating the intention to apply this clause in the case of the opening of a collective procedure against the Customer.

10.4 Consequences of termination of the Contract

In the event of termination of the Contract, whatever the cause, the Parties shall remain bound by the Contract until the date on which its termination takes effect and the Client shall be informed that he/ she will be bound to pay in full for the Services and Materials, except as provided in Article 13.

In the event that the Service to which it is terminated entails the rental of Equipment, the Customer undertakes to return it within eight (8) days following the end of the Contract. A late payment penalty may be charged to the customer for each day Tranquil IT exceeds this limit.

Termination for any reason shall not terminate the obligations which by their nature persist.

In the event that Tranquil IT hosts the Customer's data in accordance with Article 3.4, the Customer must, at the end of the Agreement for any reason whatsoever, request a copy of its data from Tranquil IT no later than eight (8) days after the end of the Service concerned. After this period, the Customer's data will be permanently deleted. The return of the Customer's data to the latter will be carried out, within the framework of a billable service, in a standard format chosen by Tranquil IT and will be made available to the Customer in the form of a download or, if the volume is too large, by sending an external medium.

11 Non-solicitation of personnel

The Client undertakes not to employ any Tranquil IT collaborator, except with the prior written agreement of Tranquil IT, to engage in its service or to use through another company. The present agreement shall apply regardless of the specialization of the employee in question and even if the solicitation is initiated by the said employee. This clause shall become effective throughout the performance of the Contract and for a period of one (1) year from its termination or termination for any reason whatsoever.

In the event of non-compliance with this commitment, the Client undertakes to compensate Tranquil IT by paying it a compensation equal to twelve (12) months' gross remuneration for the employee concerned.

12 Confidentiality

Each Party undertakes to use the appropriate means to maintain absolute secrecy with respect to information and documents designated as confidential by the other Party, to which it would have had access in the execution of the Services, which means shall be at least equivalent to those taken by each Party to ensure the confidentiality of its own confidential information/ documents.

Each of the Parties undertakes to ensure that its employees, parent company, subsidiaries and any subcontractors comply with this obligation.

The costs, prices and royalty rates as well as any know-how communicated between the Parties under this Agreement in connection with Services or Materials, shall form an integral part of the confidential information.

The obligation of confidentiality shall not apply to information for which the receiving Party can prove with a

definite date:

- it possessed them before the date of communication by the other Party, or;
- that such information was in the public domain prior to the date of its disclosure or that it was subsequently entered in the public domain without any fault on the part of the receiving Party, or;
- that it received them without any obligation of secrecy on the part of a third party authorized to disclose them prior to their disclosure.
- The obligations of the Parties with respect to confidential information shall remain in force as long as the information concerned remains confidential;

13 Force majeure

In addition to the events usually retained by French case law in cases of force majeure, the obligations of the Parties shall be automatically suspended in the event of events beyond the control of one of the Parties, which could not reasonably be foreseen when the Contract was concluded and the effects of which cannot be avoided by appropriate measures, and which prevent the performance of its obligation by the Party concerned.

The Party observing the event shall, without delay, inform the other Party of its inability to perform its performance and justify itself to the other Party.

If the impediment is temporary, performance of the obligation shall be suspended unless the delay resulting therefrom justifies termination of the Contract. The Parties may, after a suspension of three (3) months, terminate the Contract by operation of law without notice.

If the impediment is definitive, the Contract is automatically terminated and the Parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

The suspension of the obligations may in no case be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or interest or penalties for delay. However, as soon as the cause of suspension of their reciprocal obligations has disappeared, however, the Parties shall make every effort to resume the normal performance of their contractual obligations as soon as possible.

14 General provisions

Tranquil IT may, under its own responsibility, subcontract all or part of its obligations, the Customer expressly waiving any prior approval formalities.

Tranquil IT may freely assign or transfer to a third party all or part of the rights and obligations arising from the Contract.

If any provision of the Contract is void under any applicable law or a final legal decision, it shall be deemed unwritten, but the remaining provisions shall remain in full force and effect. The Parties then agree to replace the clause declared null and void by a clause which will most closely approximate the content of the clause initially agreed upon.

The failure of one Party not to avail itself of a breach by the other Party of any of the obligations referred to herein shall not be construed in the future as a waiver of that obligation. Any waiver shall be valid only if in writing signed by an authorized representative of the Party waiving the waiver.

The Contract, as well as the acts that will result from it, is governed by and interpreted in accordance with French law.

Except in the event of a dispute relating to the validity, interpretation, execution or non-performance of the Contract, the Parties undertake to seek an amicable solution in the spirit of the Contract. In the absence of an amicable agreement, the Commercial Court of Nantes (France) will be the only competent court, notwithstanding multiple defendants or appeal in guarantee, and even in the event of summary proceedings.