BRAINCUBE GENERAL TERMS & CONDITIONS
(April 2022)

ARTICLE 1:   PURPOSE

The purpose of the following terms and conditions (herein after referred to as "General Terms and Conditions" or "Agreement") is to define the rights of use that Braincube (herein "Provider") grants Customer to access and use Braincube Solution and, more generally, to specify the rights and obligations of the Parties. Both of which are sometimes referred to individually as the "Party" or jointly as the "Parties".

ARTICLE 2:   DEFINITIONS

"**Affiliate**": refers to a Party's subsidiary or to any entity that a Party directly or indirectly controls or has the power to control, or any entity directly or indirectly controlling a Party. For the purpose of this definition only, the term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of more than fifty percent (50%) of the voting capital stock in the entity in question.

"**Braincube Solution**":   refers to Solutions and Services that the Customer subscribes for and/or orders to Provider.

"**End User**": refers to any person accessing and using legitimately the Braincube Solution in accordance with this Agreement.

"**Metric**": is a billing unit of the License within the Scope. Metrics are specified in the SOW.

"**Personnel**": means officers, employees, contractors (including subcontractors and their employees) and agents of a Party and its Affiliates.

"**Platform**" or "**Braincube IIoT Platform**": refers to the software ecosystem developed by Provider as part and core of the Braincube Solution.

"**'Plant**": means a Customer's site or facility identified by its geographic location and having its own organization management and P&L.

"**Price(s)**": refers to the price(s), fees, and charges to be invoiced by Provider and to be paid by Customer in return of the provision of Braincube Solution and which amounts are specified in the SOW.

"**Purchase Order**": means the standard document approved or issued by Customer, identified by a single number and listing the following elements under the terms and conditions of a SOW: (i) the Solutions and/or Services to be provided by the Provider, (ii) the Scope, (iii) the Prices and payment terms, and (iv) delivery dates.

"**SLA**": means Service Level Agreement and refers to Provider's commitments on the minimum level of technical characteristics and management of the Braincube Solution. The SLA is specified in the Appendix 1 of this Agreement.

"**Services**": refers to part or all of the services that may be performed by Provider for Customer under this Agreement that are defined and specified in the SOW.

"**Scope**": means the perimeter for which a License is granted and which boundaries are defined by the Metrics specified in the SOW. The Scope corresponds to the process lines and products for which data is collected and processed in Braincube IIoT Platform.

"**Solution(s)**": refers to part or all of the software solutions developed and/or provided by Provider that are defined and specified in the SOW.

"Statement(s) of Work" / "SOW(s)": refers to the documents describing the Services and Solutions that may be ordered by Customer under the terms and conditions of this Agreement.

ARTICLE 3: CONTRACTUAL DOCUMENTS

This Agreement consist of the following documents, to the exclusion of any other documents:

- The Statement(s) of Work
- The present General Terms and Conditions, its Appendixes
- The Purchase Order(s).

If there is any conflict or inconsistency between the documents constituting this Agreement, the documents will rank in order of precedence in accordance with the order in which they are listed in this section 3.

No subsequent document, nor any modification to the Agreement whatever form, shall be effective between the Parties without taking the form of an amendment signed by them.

Provider's acceptance or execution of a Purchase Order referring to Customer's general or specific terms and conditions does not constitute acceptance of the said conditions and will not have any contractual effect between the Parties.

ARTICLE 4: BRAINCUBE SOLUTION LICENSE RIGHTS AND INTELLECTUAL PROPERTY

4.1. BRAINCUBE SOLUTION USE RIGHTS

Provider grants Customer a non-exclusive and non-transferable right (the "License") to use Braincube Solution, solely for the purpose and benefit of Customer and/or its Affiliates if applicable, on the geographic territory, on the Scope, for the duration, for the Prices and in accordance with the Metrics specified in the SOW and provided that Customer complies with its obligations under this Agreement.

The License granted to Customer does not include the right to grant sublicenses. The License is granted for the sole use of Customer, or Affiliates, if applicable, and not for distribution, transfer, sale or use for the benefit of any third party. Customer does not acquire any other right beyond those expressly and strictly granted by the Agreement.

Customer acknowledges that it has received from Provider all the necessary information that enables it to assess the adequacy of the Braincube Solution to its needs.

4.2. PROPERTY OF PROVIDER

Provider retains, as right owner, the intellectual property exclusive rights in the Solutions, its documentation and on all related information, including any backup copy, as well as all prerogatives thereto, both in its original version and updated versions or new versions.

It is prohibited for Customer : (i) to proceed or to let proceed in its interest (or in the interest of any third party) to (a) any reproduction, by any means whatsoever, in whole or in part of Solutions and the respective documentation, (b) any representation, publication, or commercialization, in whole or in part, of Solutions and the respective documentation, whether in return of payment or free of charge, (c) any direct or indirect transfer, transmission, communication, in whole or in part, of Solutions and the respective documentation for the benefit of a third party, especially by loan, hiring out or transfer, (ii) to access, scrape, copy, monitor or use any portion of Solutions or any materials or other content on Solutions by using any robot, "bot," spider, web crawler or other similar automatic device, except as approved in advance in writing by Provider, (iii) to reverse engineer, decompile, translate, disassemble, or attempt to discover any source code or underlying ideas or algorithms of any of the Solutions, (iv) to adapt, modify, transform, arrange in whole or in part any of the Solutions, for any reason whatsoever and especially in order to create a software and/or a derivative software or a new software, any direct or indirect transcription, or translation into other languages, as well as their modification, even in part, for a use on an environment different from the one described in the technical pre-requisites.

Customer shall take all means to respect and ensure that its Personnel respects all the conditions specified in this section and, more generally, in this Agreement. Customer undertakes to preserve all intellectual property right notices and trademarks from Solutions concerning in part or in whole Solutions and their documentation. In addition, for the protection of the intellectual property rights of Provider, Customer formally undertakes not to develop, manufacture or market any software products that may compete directly with any of the Solutions during the performance of this Agreement and five (5) years after the termination of this Agreement, in the territory on which the License for the Solution(s) is(are) granted by Provider. Without prejudice to any other rights and remedies of Provider, any breach of this article shall entail Provider to terminate immediately this Agreement at the exclusive fault of Customer.

4.3. INFRIGEMENT

Provider shall defend Customer against any third-party claim that a part of Braincube Solution infringes any patent, trademark or copyright of such third party ("Infringement Claim") and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in a settlement. The foregoing obligations are applicable only if Customer: (i) promptly notifies Provider in writing of the Infringement Claim; (ii) allows Provider sole control over the defense for the Infringement Claim and any settlement negotiations; and (iii) reasonably cooperates in response to Provider's requests for assistance. Customer may not settle or compromise any Infringement Claim without the prior written consent of Provider. In the event that a final judicial decision prohibits Customer from using the infringing part of Braincube Solution, Provider shall make its best efforts to (i) replace or modify the infringing element so it does not constitute an infringement, or (ii) obtain a license of use of rights that have been violated, or (iii) provide an alternative solution with equivalent functionalities. This section states Customer sole and exclusive remedy and Provider's entire liability for any Infringement Claims or actions related to Braincube Solution. Provider shall not be held liable if the claim is based on the following actions i) if Customer or any third party uses the elements of Braincube Solution not according to the provisions of the Agreement; ii) any modification or change of the infringing part of Braincube Solution by Customer or a third party; iii) integration of the infringing part of Braincube Solution with an equipment, system or computer program provided by a third party, without prior written consent of Provider; iv) illegal character and/or misuse of data/information provided by Customer.

ARTICLE 5: DATA OWNERSHIP AND PROTECTION

5.1. CUSTOMER'S DATA OWNERSHIP

Customer warrants that all data made available by Customer related to the use of Braincube Solution is its exclusive property, or, in any case, that Customer holds all the rights and authorizations necessary to use such data for the purpose of this Agreement and pursuant to its terms and conditions. The ownership of Customer's data, in whole or in part, is not transferred to Provider under this Agreement, unless otherwise stipulated in writing by Customer. Provider shall not and commits not to assign rights in, sell, purport to sell, let for hire, assert any lien over, otherwise dispose or claim rights in any of Customer's data.

5.2. DATA SECURITY

Provider has deployed and sustains a security program that includes measures against the destruction, loss, unauthorized access, or alteration of Customer's data in its possession. It is Customer's responsibility to i) create End Users logins and passwords to access the Braincube IIoT Platform ii) keep theses accesses confidential iii) protect and secure the individual stations giving access to Braincube IIoT Platform iv) provide Provider with and supply all the necessary information for the provision of the Solution and Services.

It's Customer's responsibility, in particular, to protect itself by all means at its convenience from risks that might destruct its data or damage the files Customer hosts and ensure the safety of its program environment by adopting an appropriate protection, mainly appropriate anti-virus. Consequently, Customer undertakes to entrust Provider only with copies of documents and data necessary for the performance of this Agreement and waives, therefore, to hold Provider liable in case of loss or destruction of such documents and data.

5.3. PROCESSING OF PERSONAL DATA

Braincube IIoT Platform is designed to process industrial data, and, in this context, personal data may be hosted and processed on the Platform. Customer, as data controller, warrants Provider that the processing of personal data

is fully compliant with the General Data Protection Regulation (EU) 2016/679. The characteristics of the processing of personal data carried out by Provider on behalf of Customer, such as the object, duration, nature, and purpose of the processing as well as the type of personal data and the categories of data subject, are detailed in Appendix 2 of this Agreement.

ARTICLE 6:   CONFIDENTIALITY

Both Parties acknowledge that the data (including Customer's industrial data in the Braincube Solution) and documentation exchanged between the Parties, the terms and pricing under the Agreement and all other information clearly identified as confidential or that a Party cannot reasonably ignore the confidential nature at the time of the disclosure (hereinafter referred to as "Confidential Information") are confidential. For the duration of the Agreement and five (5) years from the expiry of the Agreement, each Party is committed to i) keep as strictly confidential the Confidential Information and, ii) protect against disclosure all Confidential Information with the highest degree of care with which it treats and protects its own confidential information, at least with a reasonable standard of protection iii) not to disclose the Confidential Information to a third party, iv) ensure that the obligations under the present section are respected by all stakeholders, managers and associates.

Party's Confidential Information shall not include information that i) is or becomes a part of the public domain, provided that it is not the result of a breach of a confidentiality obligation by the Party that received the Confidential Information, ii) is received from a third party not bound by a confidentiality obligation, iii) is previously known by the receiving party and not bound by a confidentiality obligation, iv) is disclosed with the express and prior authorization of the Party sending the Confidential information, v) shall be disclosed according to the applicable law or regulation provided that the disclosure is exclusively for the profit of the applicant competent authority. For the avoidance of doubt, the nature, and general outlines of Customer's Braincube Solution usage under this Agreement is not deemed Confidential Information.

ARTICLE 7:   PROVIDER PERSONNEL'S ACCESS

Customer acknowledges that the provision of Braincube Solution may require access to Customer's data and access to Platform by Provider's Personnel, and therefore Customer grants Provider's Personnel the right, for the term of this Agreement, to access and use Customer's data on the Platform, in order to accommodate the provision of Braincube Solution, such granted right being limited to the sole purpose of fulfilling Provider's obligations under this Agreement.

Customer acknowledges that the provision of the Services may require that Provider's Personnel have access to Customer's physical locations. Customer shall authorize such access to its premises to Provider's Personnel when required for providing the Services. When Provider operates on Customer's premises, it is bound by Customer's internal rules and the latter are brought to its knowledge beforehand by Customer. Customer acknowledges and accepts that all required NDA's, waivers, and any other documentation that requires a signature from an employee or Affiliate of Provider to access Customer's premises must be submitted by Customer to Provider at least seven (7) days prior to any engagement of work by Provider or its Affiliates. Provider's Personnel will not sign any NDA's, waivers, nor any documentation that does not follow this procedure.

ARTICLE 8:   SUBCONTRACTORS/THIRD PARTY

Customer acknowledges and agrees that Provider may have recourse to subcontractors' services to perform the Services.

Besides services performed by Provider, Customer may perform itself or solicit a third party for integration and configuration services related to Braincube Solution. In such case, Provider won't be liable neither for the quality of such services nor for the performance and service level of the Braincube Solution, should they be affected by the quality of such services.

ARTICLE 9: OPERATIONAL AND TECHNICAL REQUIREMENTS

The use of Braincube IIoT Platform requires that Customer has access to a public Internet network. This internet access is not provided by Provider. Provider is not responsible for Customer's Internet connection and any interruption thereof. Customer is fully responsible for providing and setting up the individual terminals to access Braincube Solution. Provider certifies the compatibility of Braincube IIoT Platform with the Internet browsers versions supported by Microsoft and the last versions of Chrome and Firefox.

It is Customer's sole responsibility and at its own costs to subscribe to Azure services required to run Braincube Solution (i.e., IaaS, PaaS, KaaS, storage, etc.). Customer shall provide Provider with any administration rights required to install and maintain Braincube Solution.

Customer is responsible for configuring and securing the routes necessary for (i), Braincube Solution to extract required data and to push data to Braincube Solution on Azure, and (ii), the Customer Personnel to access Braincube Solution on Azure.

ARTICLE 10: ORDERING REQUIEREMENTS

Customer and Provider shall agree on specific terms and conditions in the SOW which template is in Appendix 3.

The SOW shall describe i) the Solutions and Services that Customer orders or may order pursuant to this Agreement, ii) the Scope for which the subscribed Solutions and Services apply for; and iii) Pricing and conditions. Each extension of the Scope, if any, shall be subject to the issuance of a Purchase Order under the conditions of the present Agreement.

Any specific developments required by Customer, if accepted by Provider, shall be subject to a specific quotation based on Customer's expression of needs.

It's expressly agreed that the following products and services, even in case they are necessary to perform the Solutions and Services, are not provided by Provider and excluded from the scope of this Agreement: (i) consumables, sensors, and process instrumentation, (ii) hardware and/or any software installed on premise if not clearly mentioned and specified in this Agreement, (iii) access to public Internet and, (iv) more generally any services, functions, or duties, directly or indirectly related to the Services, not specifically referred in this Agreement.

ARTICLE 11: FINANCIAL TERMS

11.1. GENERALITIES

The Price of the Solutions and Services and the associated payment terms are set forth in the SOW(s). Any Customer's request of any additional Solution or Service, if not mentioned in the SOW, and if accepted by Provider, shall be subject to the issuance of (i) a quotation by Provider and (ii) a Purchase Order by Customer.

The License shall only be granted to Customer upon payment of the Prices agreed upon. If this condition is not fulfilled, Customer shall not be entitled to claim status as a legitimate licensee.

In any event, the Customers and its Affiliates are jointly and *in solidum* liable for the payment of invoices issued under the Agreement. Consequently, Customer and Affiliates are liable for all amounts due under the Agreement and will have to compensate for any financial default of one of them during the entire term of the Agreement.

11.2. INVOICING - PAYMENT TERMS

Except specified otherwise in the SOW, License Prices are invoiced annually and shall be due as from the month of the provision of the Braincube IIoT Platform dedicated access.

Monthly and daily Prices are considered respectively per calendar month and calendar day and shall be due in full, not prorated per day and per hour.

Prices for days of Services performed at Customer's premises are fixed and will not be prorated per hour spent on site, they shall be due per day in full. Customer acknowledges and accepts that any Service on premise which is scheduled as agreed by both Parties, is deemed ordered and corresponding Prices, as well as travel and accommodation expenses, and are due in full in case of Customer i) no show at the scheduled day or ii) cancellation on less than forty-eight (48) hours advance notice.

Any part of the invoice that is not disputed before the due date of the invoice will be subject to payment.

Invoices are payable thirty (30) days of invoice date, net and without discount. Payment shall be made via electronic funds transfer into Provider's nominated bank account as specified in the Provider's quotations and in the currency specified in the SOW.

Non-payment within the contractual deadline of the due amounts by Customer under the Agreement shall entail the application of a penalty of delay for the benefit of Provider. Penalty of delay starts from the day following the expiry of the payment deadline until the date of payment. The rate of penalty is equal to three (3) times the legal interest rate applicable in France at the date the delayed penalties began to run, plus ten (10) per cent, without prejudice to any other damages and interest. Furthermore, in the event sums due are not paid within contractual deadlines, Customer is indebted to Provider by a flat rate compensation for recovery costs for an amount of forty (40) euros. In the event of regulatory change of the amount of this flat rate compensation, the new amount shall be fully replaced by the one appearing in this document.

11.3. PRICE REVISION

The Price is fixed for the duration of the Initial Term specified in the SOW. During Renewal Terms of the SOW, the Price for Braincube Solution will be automatically revised on January 1st of each year according to the variation of the Syntec index, and with a minimum of 5% increase. The reference index value is the most recent published value as of the at its start-up date.

$$P = \frac{PO \times S}{SO} \text{ in which}$$

Ø P = revised price
Ø PO = price at the revision date
Ø S = last published value of index
Ø SO = value of index at the last revision date

11.4. TRAVEL AND ACCOMMODATION CHARGES

Travel and accommodation expenses if any shall be charged at a fixed amount per on site day. Airfares will be charged in addition at a fixed amount per round-trip ticket, no receipt being necessary to provide to Customer. Travel and accommodation charges are specified in the SOW.

11.5. UNLICENSED USE REIMBURSEMENT

In the event of Customer's use of the Solution in excess of the applicable usage Metrics specified in a Purchase Order or SOW Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Provider's other remedies, if unlicensed use is 10% or more of Customer's total use of all Metrics, Customer must reimburse Provider for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Price.

ARTICLE 12:   ASSIGNMENT/ CHANGE OF CONTROL

Except as set forth in the present article, this Agreement may not be assigned or transferred, in whole or in part, by either Party without the express prior written consent of the other Party.

In case of complete transfer of the assets and liabilities of a Party resulting from a merge or acquisition transaction, this Agreement shall be automatically transferred to the acquirer taking control of the Party. Without prejudice of the disposition stated above, a change of control of one of a Party shall not require any prior written consent of the other Party and shall not affect the performance of this Agreement.

For the purpose of this section, a change of control means, relating to one of the Party i) a change in the ownership of more than fifty percent (50%) of the voting capital stock ii) the sale of all or most of the units and shares.

ARTICLE 13:   WARRANTIES

Braincube IIoT Platform is provided "as is" and Provider warrants that the Braincube IIoT Platform, upon its delivery, is compliant with its related documentation and that its functions currently operate according to in its related documentation. The present warranty is exclusive of any other warranty regarding the Braincube IIoT Platform. Thus, Provider does not warrant i) that the Solutions functionalities will satisfy the entire needs of Customer, ii) that the Solutions will operate with no errors or interruption, iii) any performance of machine, process, production or any other results that Customer may obtain by using the Solutions, iv) that the Solution will meet the service level or performance in case of bad use, misuse, Customer negligence, non- respect of the pre-requisites provided by Provider, fraud or third party actions, v) that Solutions will not interfere with the functioning of any equipment, system or environment on which Solutions are installed, or with any other software used along with the Solutions. Customer acknowledges that Provider provides solely the Braincube Solution and Customer is solely responsible for the use of the Braincube Solution, especially for assessing whether the Braincube Solution fits with its equipment, system, or environment. Customer further acknowledges that all decisions and/or action plans and/or changes in process made by Customer on the basis of advice and/or suggestions and/or solutions provided by Provider pursuant to this Agreement are the sole responsibility of Customer, and Provider shall have no liability whatsoever with respect to such decisions/action plans/changes in process.

ARTICLE 14:   INSURANCE - LIABILITY

14.1.   Provider agrees to subscribe to liability insurance with a reputable insurance company to ensure its activity. Upon the first request, Provider will provide an attestation to that effect.

14.2.   Provider is committed to provide all necessary care to the execution of its obligations under this Agreement. Provider shall under no circumstances be held liable for damages resulting from Customer non-fulfilment of its obligations, or damages related to a third party's doing. Provider shall not be liable for indirect and immaterial damages such as reputational damage or loss of profit, goodwill, orders, agreements or prospects, projected reduction in savings and/or increase of general expenses or any and all other commercial indirect damages or losses. In no event shall the Provider's liability to the Customer for any and all claims arising at any time exceed the total amount paid by the Customer to the Provider for the use of the Solution at the production Plant that suffered the loss or damage for the one-year period preceding the loss or damage.

14.3.   Provider is not responsible for the performance of any product, protocol, or service provided by a third party that Customer agrees even if such product, protocol, or service is referenced in the Provider's documentation for information purposes. Reference to the products, protocol, or services of a third party, as well as usage of third party's trademark/brand are solely for informational purposes to assist Customer in its use of the Solution and/or in understanding the technical requirements of the Solution.

14.4.   Notwithstanding anything in this Agreement, Provider shall not be responsible or liable due to Customer's negligence, willful misconduct or fraud, unauthorized access to the Braincube Solution resulting from the breach or failure of Customer's security measures (or Customer's failure to implement the security measures required) or Customer's breach of this Agreement, including, without limitation, Customer's failure to maintain the confidentiality of the End User logins and passwords, its Affiliates and their designated users.

14.5.   Customer's technical choices of integration of Braincube Solution in its architecture are its sole responsibility and Provider shall not be liable for any under-performance of Braincube Solution due to such choices, nor in case of unlicensed use of the Solution as set forth in Section 11.5.

ARTICLE 15:   TERM – TERMINATION

15.1. TERM

This MA shall come into effect on the date of signature and shall remain effective as long as a SOW or a Purchase Order is in full force. The duration of the SOW shall be specified in the SOW.

15.2. TERMINATION FOR BREACH

Each Party may terminate this Agreement upon written notice to the other Party in the event that a Party has failed to perform or has breached any material obligation hereunder and has continued in such non-performance or breach for a period of 30 (thirty) days after receiving of written notice thereof from the other Party. During the notice period mentioned in such written notice, Parties will make their best efforts to propose a solution in order to avoid the termination of the Agreement.

15.3. TERMINATION FOR CONVENIENCE

Any Party may terminate this Agreement at any time for any reason by sending to the other Party a written notice at least four (4) months before the latest date of termination of valid SOW(s).

15.4. TERMINATION CONSEQUENCES

Upon termination, Customer shall i) immediately return all the original elements that were provided to Customer for the execution of the Agreement, if any, and ii) cease any use of the Braincube Solution and its components.

At the termination of the Agreement for whatever cause:
- All payments made by Customer are definitely acquired by Provider,
- Customer shall pay the issued or due invoices for provided services that may not be yet settled,
- Provider shall invoice Customer any expenditure incurred by it in order to meet its obligations under this Agreement, including amounts that Provider would have to pay to third parties as well as all costs incurred as a result of such termination.

Braincube Solution comprises an export functionality allowing the Customer to extract all its data available on the Platform. In case Customer requires Provider to extract and return its data, this service will be subject to extra cost upon quotation and the extraction will be limited to three (3) years of historical data.

The sections "Intellectual Property", "Liability", "Governing Law and disputes", "Confidentiality" and all rights and obligations which, by their nature or due to the provisions therein apply, extend beyond the end date of the Agreement, shall remain in full force after the end of the Agreement for whatever reason, including in the event of termination, cancellation and/or nullity.

ARTICLE 16: GENERAL PROVISIONS

16.1. This Agreement shall not constitute Provider nor any Personnel of Provider an agent of Customer, nor Customer the agent of Provider, for any purpose whatsoever, and neither Provider nor Customer have the authority to assume or to incur any obligation or responsibility, express or implied, for or on behalf or in the name of the other, nor to bind the other in any other matter or form than as stated in this Agreement.

16.2. Neither Party will be liable for delay or failure to perform due to any cause beyond its reasonable control (such as failure of the public electricity distribution network or telecommunications network including the loss of Internet connection, natural or man-made disasters or other events causing major physical damage; as well as restrictions imposed by public authorities or due to an intervention of military authorities), provided the delayed Party promptly notifies the other Party.

16.3. Without prejudice to the Provider's intellectual property rights, Customer may choose to use the services of a third party, at its own risk and at its own costs.

16.4. Should any stipulation of the Agreement be proven invalid regarding a rule of law in force or a legal decision that becomes final, it would be deemed unwritten, but does not invalidate the Agreement or alter the validity of the remaining provisions.

16.5.   Customer grants to Provider a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty free license to use Customer's and/or its Affiliates names, trademarks and logos on Provider's publications and communications, on any support including internet, for the sole purpose of completing its list of references.

16.6.   Only for commercial promotion activities, Customer authorizes Provider to anonymize, reuse and reproduce a limited amount of Customer's data or deliverables resulting from Braincube Solution use in order to constitute use cases, provided that Provider removes all information in such data or deliverables which may allow a third-party to appropriate trade secrets of Customer or of its clients or identify Customer or its clients.

16.7.   The fact that either Party does not claim application of one of the clauses of the Agreement or accepts its non-performance, whether permanently or temporarily shall not be construed as a waiver by the Party to its rights arising from this clause.

16.8.   All claims concerning the performance, or the non-performance of this Agreement are prescribed by two (2) years from the day on which the right holder became aware or should have been aware of the facts on which the claim is based.

ARTICLE 17:   GOVERNING LAW AND DISPUTES

This Agreement and all the other subsequent acts are subject to French law. Any disputes, arising from the execution or inexecution of this Agreement, shall be subject to the exclusive competence of the court of Paris (France). It' is understood that any possible dispute arising in the frame of the performance of this Agreement for the benefit of an Affiliate shall be centralized and carried by Customer solely.

For Customer:

Name: _____
Position: _____

Signature: _____

<p style="text-align:center">APPENDIX 1 – SERVICE LEVEL AGREEMENT</p>

Provider provides the Braincube IIoT Platform in SaaS over the public Internet under service level conditions and security practices described below.

ARTICLE 1: INCIDENTS MANAGEMENT

1.1. Contact channel

In case Customer requires assistance, Customer shall place requests through Platform interface tool. Upon receipt of a support request from a User, Provider shall carry out diagnosis remotely by phone and provide an on-line assistance to the User in order to solve the encountered problem, subject to Prices set forth in the SOW. If the Platform is not available to place a request, the Customer shall use the email support@braincube.com or the phone number +33 800 710 566 (open hours: Monday through Friday, 9 am – 6 pm local Provider time, as follows: EU GMT+1) ; USA GMT-5 ; Brazil GMT-3.

1.2. Anomaly severity definition and delays

- "Anomaly" is defined as any malfunction observed by the Customer while using the Solution and reproducible by Provider, preventing the execution of any of the functions.
- "Blocking Anomaly" means an Anomaly that makes the use of the Solution totally impossible or that makes the normal use of an essential function of the Solution totally impossible, without a workaround solution found by the Customer.
- "Critical Anomaly": means any defect in the execution of a function substantially affecting the use of the Solution with a negative impact, but not blocking the execution by the Customer of the tasks covered by the Solution.
- "Minor Anomaly": means any Anomaly that cannot be qualified as either a Critical or Blocking Anomaly.

Severity level	Anomaly severity	Response time to open a Ticket of Anomaly (maximum)	Resolution of a qualified Anomaly
Level 1	Blocking	1 business day	1 business day
Level 2	Critical	1 business day	7 business days
Level 3	Minor	1 business day	Depending on roadmap

1.3. Escalation

Issues not resolved within the delay are escalated to the Chief Technology Officer until resolved.

1.4. Corrective maintenance process

Provider uses a platform for anomalies management offering an internal centralized access to all opened Tickets, with a bug tracking system.

APPENDIX 2 – PROCESSING OF PERSONAL DATA

For the purposes of this Agreement, the terms "personal data", "process/processing", "data processor" and "data controller", "data subject" shall have the meanings set out in the General Data Protection Regulation (EU) 2016/679 (GDPR). Within the performance of the Agreement, Provider may process Customer's personal data. In that case, Provider shall be the processor and Customer shall be the data controller in accordance with requirements of the EU Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data ("GDPR"). Each Party is committed to complying with the GDPR and shall not commit or order any act which may adversely affect the enforcement of GDPR.

ARTICLE 1: PROVIDER OBLIGATIONS

Provider will make its best efforts to maintain the security, integrity, and privacy of the personal data in compliance with the GDPR and the contractual dispositions specified in this Appendix.

It is expressly agreed that Provider:
- shall process the personal data only for the purpose of this Agreement and in accordance with the documented Instructions of Customer.
- shall inform Customer before processing personal data to third country or an international organization; such obligation shall not apply if the law prohibits such information on important grounds of public interest.
- shall inform Customer immediately if, in Provider's opinion, an Instruction infringes a legal provision; notwithstanding the foregoing, this requirement shall not create an obligation on Provider to conduct an independent investigation or to provide legal or regulatory advice.
- shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- may subcontract all or part of the processing carried out on behalf Customer.
- may assist Customer, as far as possible, to satisfy Customer's obligation to comply with data subject rights (rights of access, modification, correction, or suppression of the personal data and so on); in this respect, if Provider received directly a request from a data subject, Provider undertakes to forward such request to Customer which is the sole responsible for providing a response within the time limits provided by the applicable law.
- shall notify to Customer any breach of personal data, by email and as soon as practicable, after becoming aware of such breach; this notification may be accompanied by useful information to allow Customer to comply with its obligations to notify the data protection authorities and, where applicable, the data subjects.
- may assist Customer, as far as possible, in ensuring compliance with Customer obligations deriving i) from the carrying out of the data protection impact assessments, ii) and from prior consultation of the supervisory authority prior consultation of the supervisory authority.
- shall implement the standards security measures described in article 5 of this Appendix.
- at the end of the Agreement, shall destroy or return all personal data at Customer's request in accordance with the article "Termination consequences" of the Agreement.
- shall make available to Customer all the information and documents necessary to demonstrate its compliance with the obligations set out in this Agreement and to permit the performance of audits in accordance with this Agreement.

The assistance provided by Provider to Customer shall be performed in accordance with the nature of the processing, the information supplied by Customer to Provider and within the limitation of Provider obligations.

ARTICLE 2: AUDIT

Customer may arrange, at its own expenses and under its own responsibility, for an annual audit of services provided by Provider in its capacity of processor under the respect of the GDPR. Customer shall inform Provider in writing of any audit mission with thirty (30) days in advance notice while communicating to it, in an audit mission agreement pursuant to this Agreement, the name of auditors (internal or external), the scope, the scheduled time and timetable, the requested resources means (documents, staff...). This mission agreement shall be signed by the Parties before every audit starting. All audit costs shall be borne by Customer. In this respect, the internal costs of Provider shall be invoiced to Customer based on corresponding rates in force. Customer will appoint an independent expert, not competitor of Provider. The appointed auditor shall sign a confidentiality agreement. Provider undertakes to collaborate in good faith with the auditor(s) by providing him with all the existing documentations necessary for the proper execution of the audit, it is acknowledged that i) the documents consultations shall be performed in the premises used by Provider, ii) the information collected may not be used

for other purposes than the audit mission, iii) the audit mission may not disturb, by its duration, frequency or terms in particular, the execution of services anticipated in this Agreement. A copy of the audit report shall be given free of charge to Provider. The Parties shall review in good faith together, when necessary, in the presence of the expert, the audit report and shall identify, if any, the actions to be taken by either Party to correct the gap if any.

ARTICLE 3:   TRANSFERS OF PERSONAL DATA OUTSIDE THE EU

Provider warrants that it does not transfer personal data processed outside the European Union("EU"). If Provider intends to transfer personal data processed outside the EU, Provider undertakes to transfer it in countries ensuring adequate level of protection of personal data according to the EU Commission or subject to the implementation of sufficient safeguards to govern such transfer in accordance with the Applicable Data Protection Rules. Provider undertakes to inform Customer of any transfer outside the EU. Provider doesn't process personal data outside the EU. Customer remains solely liable for the processing of personal data performed by End User or any other user of the Braincube Solution (as its own subcontractor) outside the EU.

ARTICLE 4:   CHARACTERISTICS OF THE DATA PROCESSING – CUSTOMER'S INSTRUCTION

NATURE OF THE PROCESSING	The operations performed on personal data under the GDPR are (collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction);
PURPOSE OF THE PROCESSING	- Reporting purpose about Braincube Solution usage. - Investigation concerning a potential security breach. - Reporting and analysis regarding industrial performance. - Customer authorizes Provider to act as a Data Controller for operations of prospection such as: Customer's satisfaction survey, Customer's follow up, invitations to events.
TYPES OF PERSONAL DATA	- Personal data collected by Provider: • first and last name of End User. • email address of Braincube End User. • IP address of Braincube End User. - Personal data collected and provided by Customer for the usage of the Braincube Solution
DURATION OF THE PROCESSING	- Personal data collected by Provider: for the duration of the Agreement and two years after the termination of this Agreement. - Personal data collected and provided by Customer for the usage of the Braincube Solution: for the duration of this Agreement; Provider may retain Customer's personal data for the duration specified by Customer and in accordance with the article "Termination Consequences" of the Agreement.
CATEGORIES OF DATA SUBJECTS	- Customer employees. - Customer's subcontractor.

ARTICLE 5:   TECHNICAL AND ORGANIZATIONAL MEASURES

All security commitments of Provider are described in the Agreement, and in particular in the Global Security Policy, made available to Customer upon request. Provider performs technical and organizational relevant measures regarding to the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons were assessed by Customer to ensure the security of data subjects. Provider contractually imposed the same level of data protection to its own subcontractors (secondary processors).

APPENDIX 3 – STATEMENT OF WORK TEMPLATE

STATEMENT OF WORK N°XX

BY AND BETWEEN:

BRAINCUBE A French company having it registered office at 77 route de St-Germain, Château de Peix, 63500 ISSOIRE – FRANCE, and registered as n°501 759 088 on the register of enterprises of France

Acting by its function, **Mr. NAME**, duly authorized to execute this Agreement

Referred to as the "Company" or "Braincube"

AND:

XXX, a nationality company having it registered office at address – country, and registered as n°XXX on the register of enterprises of country

Acting by its function, **Mr. NAME**, duly authorized to execute this Agreement

Referred to as the "Customer"

Both of which are sometimes referred to individually as the "**Party**" or jointly as the "**Parties**".

PREAMBLE

On the date XXX, the Parties concluded an Agreement relating to the rights of use that Company grants Customer to access and use Braincube Solution. The present contract (Statement Of Work or "SOW") aims at defining the conditions in which Braincube delivers its Solution and its Services to one or several sites ("Plant") of the Customer whose list appears in Article 2.

This SOW should not be considered as autonomous, and prior to the signing of this SOW, the Parties have signed the Agreement. This SOW will only apply if the Agreement is duly signed by the Parties.

It is agreed that all terms and definitions set forth in this SOW shall have the same meaning as those set forth in the Agreement.

It is thus agreed as follows:

ARTICLE 1 -   TERM

To be agreed between Parties

ARTICLE 2 -   LICENSE SCOPE

The License is granted for the following Scope and Plants:
List of the Plants with addresses / country / legal entity or affiliate concerned / if relevant the production line or Customer's equipment.

- XXXX
- XXXX
- XXXX

ARTICLE 3 -   PRICES

The License is granted according to the following Metrics and Prices:

To be agreed between Parties

ARTICLE 4 -   SPECIFIC INVOICING CONDITIONS

To be agreed between Parties

Executed in two (2) original copies, one for each Party, at _____.

The _____/_____/_____

For Provider: For Customer:

Name: _____   Name: _____
Position: _____   Position: _____

Signature: Signature: