

Terms and conditions of sale

Version updated on 27/10/23

1. PURPOSE

1.1 Any order implies the express and unreserved acceptance of these General Terms and Conditions of Sale by the Customer. These General Terms and Conditions of Sale form an integral part of the Contracts between the Customer and the Supplier. They are supplemented by the General Terms and Conditions of Service.

1.2. The contractual documents between the Supplier and the Customer are the following, presented in their order of precedence and which may be jointly referred to as "the Contract":

- Order Form, which may consist of the quotation signed by the Customer
- Special terms and conditions of sale and/or service (if any) or, where applicable, the Licence Agreement specific to the Software concerned,
- Contract or conditions for providing access rights to the software, if applicable
- General Terms and Conditions of Sale and/or Service and their appendices

Where applicable, in the event of any contradiction between these General Terms and Conditions of Sale and any General Terms and Conditions of the Customer, the Supplier's General Terms and Conditions of Sale shall prevail, unless the Supplier expressly waives the application of its conditions.

2. ORDERS

2.1. Any order for Products or Services shall be subject to the conclusion of an Order Form by the Parties, the Order Form constituting a firm and irrevocable order for the Products and Services set out therein. Any Order Form entails the Customer's full and unreserved acceptance of the General Terms and Conditions.

2.2 Each Order Form must refer to these General Terms and Conditions and its validity is subject to its acceptance by the Parties.

3. DELIVERY OF PRODUCTS

3.1. Delivery / Provision: The terms of delivery and/or provision of the Products covered by the Order Form and the corresponding financial conditions are stipulated in the Order Form; it being understood that acceptance constitutes acceptance of the Products or Services. Delivery times, in particular those dependent on Equipment manufacturers, are provided for information only. Under no circumstances may non-compliance with these deadlines incur the Supplier's liability or result in the cancellation of the Order Form. No return of Product(s) will be accepted without the Supplier's prior written agreement.

All Products returned must be in the condition in which they were delivered by the Supplier. Failing this, the return of the Product(s) will not be accepted. The cost of delivery and return of the Product(s) shall be borne by the Customer. By express agreement, the Products travel at the Customer's risk, and it is the Customer's responsibility to check the quality and quantity of the Products and, if necessary, to make any reservations on the delivery note. In the event of delay, damage, missing Product or non-conformity with the Order Form, the Customer undertakes to indicate any complaints to the carrier and to the Supplier, by registered letter with acknowledgement of receipt, within three (3) days of delivery at the latest.

3.2. Retention of title: The Supplier remains the owner of the Equipment sold until full payment of the price defined in the Order Form, in principal and incidental. However, the Customer shall assume all risk of loss, damage, destruction, liability or damage of any nature whatsoever to the Products delivered, which it shall be responsible for insuring from the date of delivery until full payment, at replacement value, on the date of the loss. The insurance policies must stipulate that the policyholder is acting on its own behalf as well as on behalf of the owner and must ensure that any compensation is paid to the owner.

3.3 Temporary access rights: In the case where the Customer benefits from a right of temporary access to the software, the payment of said access right is spread over the duration of the subscription he has accepted. The latter duration is equal to the duration of access to the rights conferred by the License. In the event of late payment, the Supplier reserves the right to revoke access until full payment of the sums due.

3.4. Training: The Supplier may provide training for the Customer's personnel called upon to use the Products. It is agreed that the duration of the course and the number of people concerned will be determined in the Order Form. The services will be subject to the present Terms and Conditions, which may be replaced by a Training Contract offered to the Customer, specifying in particular the quality of the trainers, the times and duration of the interventions and the cost to be expected.

The Customer declares that it has taken out the necessary insurance policies for this purpose and undertakes to welcome the training teams in compliance with the health and safety standards in force.

3.5 Volume: The Customer is hereby informed that each licence for the software covered by the order form entitles the Customer to a total storage space of five (5) gigabytes. The Customer acknowledges that when a licence is terminated or not renewed, its total storage space decreases accordingly. By way of example, if the Customer has two (2) licences, he will benefit from a total storage space of 10 gigabytes, which he may divide between the two (2) licences as he sees fit. If the Customer cancels one (1) licence, his new total storage space will only be 5 gigabytes.

In this respect, the Customer has a period of ninety (90) working days from the date of termination of its licence(s) to delete the excess data. Should the Customer fail to do so, the Supplier reserves the right to invoice the Customer for the excess storage space.

The Customer also has the option of contacting the Supplier at any time to request an increase in its storage space in return for additional payment, which will be the subject of a new Order Form.

The Parties agree that the limit of five (5) gigabytes per licence applies only to so-called "field" licences (including, but not limited to, the reporting, assembly, quotation grid, diagaudit, Pre-Acceptance Operations and delivery/warranty modules), thereby explicitly excluding sub-contractor type licences in particular.

4. OBLIGATIONS OF THE CUSTOMER

4.1. The Customer undertakes to comply scrupulously with the conditions, precautions and advice for using the Hardware, Software and/or Service which is the subject of the order. In particular, the Customer acknowledges that he/she has a substantial obligation to exercise caution when using the Software, Hardware and/or Service, given the relative reliability of IT tools, in particular in their interpretation of the data received, produced or displayed by the Software.

4.2. The Customer undertakes to take all necessary measures to protect its information system and its data. In particular, the Customer is solely responsible for backing up the data that it processes or stores and in this respect undertakes to carry out, under its direction, complete and regular back-ups of all its data on an appropriate medium. The Customer also undertakes, as part of its obligation to cooperate, to keep a complete backup of its data at the Supplier's disposal prior to any intervention by the Supplier, including in connection with the Provision of Services.

4.3. The Software and/or the Service is/are configured and used exclusively under the direction, control and responsibility of the Customer. When the installations are operated, by express agreement, by the Supplier's teams, they are then the subject of services subject to these conditions.

In the event of intervention by the Supplier's teams on the Customer's structures, premises or equipment, the Customer shall collaborate with the Supplier with a view to providing it, as soon as possible, with all the information deemed useful and requested, as well as all the necessary access, in order to carry out a successful service. The services must be carried out in compliance with the health and safety standards in force.

The Customer declares that it has taken out the necessary insurance policies for the purposes of these terms and conditions.

4.4. The Customer declares that it is aware that the implementation of an IT solution requires the adaptation of its company's operating methods, the implementation of internal procedures, the motivation and adequacy of the level of skills of its employees and the organisation of monitoring procedures.

4.5. The Customer declares that he/she is fully aware of the Internet, its characteristics and its limitations, and acknowledges in particular that: data transmissions on the Internet are only relatively reliable from a technical point of view, as they circulate on heterogeneous networks with different characteristics and technical capacities, which are sometimes saturated at certain times of the day and/or may malfunction; servers may be inaccessible from certain points on the Internet even though they are perfectly operational and accessible from other points on the Internet.

Data circulating on the Internet, despite the existing protection methods implemented by the Supplier, may be subject to possible misappropriation, and thus the communication of data and more generally of any information, is carried out by the Customer at his/her own risk. The Internet is a cooperation of multiple computer networks. There is no central administration responsible. Some computer networks may refuse to communicate with certain computers or organisations which they consider to be dangerous or which do not comply with the rules in use on the Internet.

4.6. Communication by the Supplier - Once the Customer has accepted these GCS, the Supplier reserves the right to quote the Customer's name as a reference in any advertising, commercial and institutional document (in particular on its website), which the Customer expressly accepts. The Customer also agrees to provide the Supplier, at the latter's request, with its logo, which will be used for communication purposes on the Supplier's website and commercial media.

5. RIGHTS GRANTED

5.1. Licence: Subject to full payment of the price stipulated in the Order Form, the Supplier grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Software which is the subject of the Order Form, including the modules and elements specified in accordance with the terms of the Contract.

The user licence relates to a number of users who may then access the Software on several devices, not simultaneously and within the limits specified by the Order Form. It may also relate to a number of machines to which they will be attached under the conditions defined in the Order Form.

In general and unless otherwise stipulated, the Licence is granted to the Customer, subject in particular to the Software being used on the Authorised Site, by the Users and depending on the type of Licence covered by the Order Form, within the limit of the Number of Authorised Users or the Number of Authorised Workstations and/or for the Authorised Site, in the Environment, for the sole needs of the Customer's business and for the duration, as defined in the Order Form, in accordance with the terms of the Agreement and Licence, the Documentation and its intended purpose.

These terms and conditions may be supplemented or replaced, where applicable, by the Licence terms specific to the product concerned by the Order.

5.2. The Customer is authorised to print the Documentation for the sole purpose of using the Software. However, the Customer is not authorised to: distribute the Documentation to third parties; make the Documentation accessible via the Internet by any means whatsoever; create derivative works from the Documentation.

5.3. The Software may contain one or more software programs, libraries, files or other objects belonging to third parties, over which the Supplier grants the Customer a right of use on the basis of the rights granted to it by the holders concerned.

5.4. Provision of licence access rights: Subject to full payment of the price by monthly instalments for the period stipulated in the Order Form, the Supplier grants the Customer a right of access to the licence under the same operating conditions as the User Licence described herein. The license is made available as soon as the Supplier sends the activation code. At the end of the term of the commitment made by the Customer and in the absence of express renewal by the latter, the access rights are revoked, without any prior notification from the Supplier being necessary. It is the Customer's responsibility to take the necessary measures to anticipate the consequences of the expiry of its access rights to the tool concerned.

It is specified that the Supplier may offer to Make Access Rights Available according to a model known as "on Site" corresponding to an access segment selected with the Customer and according to duration conditions defined according to the Customer's needs for a given project.

6. FINANCIAL CONDITIONS

6.1. Prices: The Customer undertakes to pay the amounts specified in the Order Form, it being understood that any contractual period is firm and the amounts due in this respect are irrevocable. The prices stipulated in the Order Form are exclusive of tax, firm and final. Any additional orders will be subject to the rates in force at the time, it being understood that the Supplier's rates are available to the Customer who may request them at any time, in particular to find out the conditions and prices in force. The Supplier may grant discounts, in which case they will be clearly indicated on the order form.

6.2. Invoicing and terms of payment : The amounts paid to the Supplier are firm and non-refundable. Duties and taxes are those applicable on the date of invoicing and are added to the prices exclusive of tax. As a general rule, and unless otherwise stated on the Order Form, the Supplier requires payment of the price when the order is placed, prior to any delivery. Delivery is then conditional upon receipt of proof of payment. Payment shall be made net and without discount, by credit card, bank transfer or cheque.

By way of exception and with the express agreement of the Supplier, invoices are payable on receipt, within 15 days of the due date indicated on the document. After this period, the Supplier may serve formal notice and take steps to collect the invoice.

Unless expressly authorised in advance by the Supplier, the Customer may not make any deductions or withhold any sums by set-off or other means.

6.3 Payment incidents : In the case of payment after delivery and unless postponement is requested by the Customer and accepted in writing by the Supplier, any failure to pay by the due date of an invoice (no later than 15 days after the date of issue of the invoice) will result in:

- by operation of law, late payment interest equal to the reference rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus 10 points;
- the payment of a fixed indemnity of forty (40) euros for collection costs;
- the forfeiture of all terms of the Supplier's claims on the Customer and their immediate payment.

In the event of a payment incident concerning a contract for the Provision of access rights to a software licence, the conditions stipulated in the present article will be applicable as soon as payment of a due date is more than 15 days overdue. In this case, the Supplier also reserves the right to suspend the said access rights until payment of the amounts due.

Notwithstanding any stipulation to the contrary, the Supplier reserves the right to suspend access to Maintenance and/or the Services, in the event of non-payment, without this suspension being considered as a culpable breach of the Supplier's contractual obligations, and without prejudice to the Supplier's right to terminate the Contract under the terms of Article 8 of the General Terms and Conditions and without prejudice to any damages to which the latter may be entitled. Where applicable, the Supplier may invoice costs for restarting the service.

7. AUDIT AND MANAGEMENT OF LICENCES

The Supplier reserves the right, once a year, to check the actual use made by the Customer of the rights granted to it. To this end, the Supplier will carry out the necessary checks on the number of effective and authorised accesses to the Customer's database. The Supplier will give 5 working days' written notice of this procedure. If a discrepancy is found between the rights granted and the actual use of the Software by the Customer, the Supplier will invoice the additional fees corresponding to the actual use of the software.

8. INTELLECTUAL PROPERTY

8.1. Software: The acquisition of Software does not transfer ownership of the Software, which remains the exclusive property of the Supplier and/or its licensors.

8.2. Services: The Customer is not authorised to reproduce, distribute, translate, adapt or represent the documents supplied by the Supplier, nor to create derived works therefrom or make them accessible to third parties, in any manner whatsoever and on any medium whatsoever, present or future, without the Supplier's express prior consent.

8.3. In return for full payment of the price, the Supplier grants the Customer a personal and non-exclusive licence to use the work resulting from the Provision of Services, solely for its own needs, for the Authorised Site and for the duration of the related intellectual property rights. The Customer warrants that it holds all intellectual property rights relating to the elements which it may be required to make available to the Supplier and to which it grants a Licence of Use for the purposes of carrying out the Services. In particular, the Customer guarantees that it has all the rights required to make the databases available to the Supplier as part of the said Services. Failing this, the Customer shall bear all the consequences that may arise from the provision of the said elements and shall indemnify the Supplier against any recourse relating thereto.

9. TERMINATION

In the event of a breach by one of the Parties of its contractual obligations, which is not remedied within a period of thirty (30) days from receipt or, failing this, from the first presentation of the registered letter with acknowledgement of receipt notifying the breach in question, the other Party may notify it of the termination of the Contract by registered letter with acknowledgement of receipt, and without prejudice to any damages that the latter may claim. Notwithstanding the foregoing, the Supplier may terminate the Contract without notice and by simple notification, in the event of illicit use of the Software, Hardware or Services of which it becomes aware or in the event of an injunction from a competent court. In all cases of termination, all invoices issued by the Supplier shall become immediately payable and shall not give rise to any reimbursement.

Data relating to the use of the software prior to termination, generated by the customer during the effective period of his contract and hosted by the Supplier, may be returned to him by simple written request sent within 30 calendar days of the effective date of termination. After this period, the Supplier may delete the data.

10. MAINTENANCE

The scope and terms of the maintenance from which the Customer benefits are described in the General Terms and Conditions of Service relating to maintenance and subscription to hosting services offered by the Supplier.

11. LIABILITY

11.1. The Customer acknowledges that the Supplier has duly fulfilled its pre-contractual advisory obligations and that for all of its obligations under the Contract, the Supplier is subject to a general obligation of means. By express agreement between the Parties, in the event that the Supplier's liability is called into question, whatever the nature and/or basis of the action: only direct damage may give rise to compensation and on condition that the Customer establishes a direct causal link between the alleged loss and proof of a breach of the Supplier's contractual obligations; all indirect, consequential or incidental damage suffered by the Customer, in particular in the event of interruption to the operation of the Software and/or the Service, loss of data and/or files and/or programmes, operating loss, commercial loss, loss of clientele, any commercial disturbance whatsoever, loss of brand image,

suffered by the Customer, its Users and/or by a third party, may not give rise to a right to compensation in favour of the Customer, even if the Supplier has been advised of the occurrence of such damage; the amount of compensation that may be payable by the Supplier is expressly limited, for the entire duration of the Contract, to the amount actually paid by the Customer to the Supplier for the Licence concerned and/or the Maintenance and/or the Services concerned, for the current annual period.

11.2. By express agreement, any liability claim against the Supplier under the Contract is time-barred after twelve (12) months from the date on which it arose.

11.3 In any event, the Customer is solely responsible for: the choice of Software, Hardware and/or the Solution and/or the Services subscribed to, the use made thereof and the results obtained therefrom, as well as any use of these elements that does not comply with the terms of the Contract. In any event, the Customer is responsible for compliance with the Contract by the Users and guarantees the Supplier against any breach thereof by the latter; compliance with the Environment, its equipment, the operation of its internal network, its Internet access, its own IT equipment and any changes thereto.

12. PERSONAL DATA

12.1. The Supplier shall take all necessary precautions to protect the confidentiality of the Customer's personal data. In this respect, the Supplier complies with [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data](#). It also complies with Law No. 78-17 of 6 January 1978 on information technology, files and freedoms, as amended to bring national law into line with the European legal framework.

Personal data is collected for the purposes of identification, management and the proper performance of the purpose of the Contract. Customers have the right to access and rectify any personal data concerning them. Customers also have the right to object, on legitimate grounds, to the processing of their personal data. However, the exercise of this right may, for technical reasons, prevent the Customer from benefiting from the services offered by the Supplier. Finally, the Customer has the right to object to the use of the Customer's personal data for canvassing purposes, in particular commercial canvassing. Any request to exercise the right of access, rectification or opposition must be made in writing and sent to the Supplier at the contact address indicated on the order form. In accordance with the provisions of Decree no. 2007-451 of 25 March 2007, the Supplier will respond to the Customer's request within two (2) months of receiving it, provided that it is sufficiently precise and includes all the elements necessary to respond to the request, failing which the Supplier will invite the Customer to complete it.

12.2. The Customer is solely responsible for the data that it processes or retains and undertakes to make any necessary declarations, impact analyses, requests for authorisation or filing of proof of compliance with the competent administrative authorities, such as the Commission Nationale de l'Informatique et des Libertés (CNIL).

12.3 The Customer's personal data collected by the Supplier as part of the provision of the services covered by this Agreement is kept for the duration of the contractual relationship plus 3 years. Application and technical data generated and imported into the Customer's account as part of its use of the products and software covered by this Agreement are kept for the duration of the contractual relationship and are then archived on a secure database for a period of 6 months. Customers may exercise their right to portability before the end of the contractual relationship by sending a request to legal@scriptandgo.com. For further information, the Customer may consult the Supplier's [privacy policy](#).

13. MISCELLANEOUS

13.1. Assignment Due to the *intuitu personae* nature of the Agreement, the Customer shall refrain from assigning, contributing or transferring in any form whatsoever, in whole or in part, whether in return for payment or free of charge, the Agreement or any of its rights and obligations to a third party, without the Supplier's express prior authorisation. If such authorisation is given, the Contract will automatically bind the successor or assignee of the Party concerned.

In any event, the Customer will remain liable to the Supplier for its commitments until the date of assignment or transfer of the Contract. Subject to informing the Customer, the Supplier remains free to assign, contribute or transfer its rights and obligations under the Contract to any third party of its choice, provided that the assignee, as a co-contractor of the Customer, undertakes to comply with the terms and conditions of the Contract.

13.2. Methods of proof The Customer accepts that the files, data, messages, computerised registers and connection data recorded in the Supplier's computer systems are accepted as methods of proof in the context of the Contract.

13.3 Force majeure In the event of a case of force majeure, the Party wishing to invoke it shall notify the other Party by registered letter with acknowledgement of receipt within twenty-four (24) hours of the occurrence of the event constituting force majeure. The following are considered to be the only cases of force majeure that are usually

accepted by case law and the courts: industrial action, strike, boycott, blockage of means of transport, intervention by civil or military authorities, natural disaster, war, sabotage, act of terrorism, act of madness, fire, water damage, epidemic, collapse of installations, malfunction or interruption of the telecommunications network, the Internet or the electricity network, or any other circumstance beyond the reasonable control of the Supplier. Initially, the case of force majeure will suspend performance of the Contract - with the exception of the Customer's obligation to pay, which remains fully applicable - without the Contract being terminated. As soon as the impediment due to force majeure ceases, the said obligations will resume for the period remaining on the date of suspension, increased by the duration of the suspension. However, if an event of force majeure prevents the performance of the Contract for a period of more than forty-five (45) days, each Party will be free to request the termination of the Contract, without notice and without compensation on either side, by registered letter with acknowledgement of receipt.

14. TITLES

Titles are for convenience only. In the event of a contradiction between the title and the body of an article, it is understood that the body of the article prevails.

15. LANGUAGES

The terms and conditions are originally drawn up in French. This translation in English is given for convenience only. In the event of a dispute, only the original French text will prevail, in its version applicable on the date of the purchase.

16. DISPUTES

BY EXPRESS AGREEMENT BETWEEN THE PARTIES, THIS AGREEMENT IS SUBJECT TO FRENCH LAW, TO THE EXCLUSION OF ANY OTHER LEGISLATION.

ALL DISPUTES TO WHICH THESE TERMS AND CONDITIONS AND THE AGREEMENTS RESULTING FROM THEM MAY GIVE RISE, CONCERNING THEIR VALIDITY, THEIR INTERPRETATION, THEIR EXECUTION, THEIR RESOLUTION, THEIR CONSEQUENCES AND THEIR ACTIONS, WILL BE SUBMITTED TO THE COMMERCIAL COURTS OF RENNES (FRANCE).