Lumiplan Group

General Terms and Conditions of Sale

Version as of March 1, 2025

Article 1 – Definitions

"Customer"*:* any natural person or legal entity purchasing one or more items of Equipment and/or Service(s) from the Company.

"Order" or "Purchase Order": any purchase by the Customer from the Company of one or more items of Equipment and/or Service(s) after proposal of a Quotation by the Company.

"General Terms and Conditions of Sale"*:* these general terms and conditions of sale.

"Contract": formed by the signing of the Quotation, or Purchase Order referring to the Quotation, and of the General Terms and Conditions of Sale by the Customer.

"Quotation": the Company's offer to the Customer.

"Personal Data": any information that directly or indirectly identifies a natural person (surname, first name, email address, postal address, telephone number, etc.).

"Equipment"*:* the Hardware and/or Software.

"Software" or "Application"*:* all IT applications necessary for the operation and use of the services provided by the solution covered by the user license purchased by the Customer.

"Hardware": the electronic and electrical equipment sold by the Company.

"Party(ies)": together and/or individually, the Customer and/or the Company.

"Service(s)"*:* the services provided by the Company and listed in the Quotation.

"Company": any company directly or indirectly belonging to the group of the company Lumiplan Groupe (Nantes Trade and Companies Registry no. 951 323 997) within the meaning of Article L233-3 of the French Commercial Code.

Article 2 – Enforceability

These General Terms and Conditions of Sale apply to any order for Equipment and/or Services placed by the Customer with the Company resulting in the unreserved acceptance of these General Terms and Conditions of Sale, and entail the waiver by the Customer of its own general or special terms and conditions of purchase, even those transmitted at the time the Purchase Order is sent. The General Terms and Conditions of Sale operate as law between the Parties. Only written exemptions, agreed on a case-by-case basis, may amend these General Terms and Conditions of Sale.

Unless specifically provided otherwise herein, any amendment to the General Terms and Conditions of Sale by the Company is automatically binding on the Customer within one (1) month of its notification by any means (post, email, etc.) to the Customer.

Article 3 – Contract

The Contract is formed upon receipt by the Company of the unreserved acceptance by the Customer of the Quotation, and/or the Purchase Order referring to the Quotation, and the General Terms and Conditions of Sale. The Contract is entered into between professional Parties, each acting in the context of its business. Unless otherwise stipulated, the Quotation is valid for thirty (30) days from the date it is sent by any means by the Company to the Customer.

Any modification of an Order by the Customer may only be considered accepted by the Company after further explicit written confirmation from the Company. Non-acceptance of an Amending Order by the Company does not entitle the Customer to cancel the original Order. The Company may, however, at any time and without notice, make technical changes to the Equipment, provided such changes do not imply an increase in the price validated in the Contract or a decrease in the level of quality of the Equipment.

The effective date of the Contract is subject to receipt by the Company of the deposit, in accordance with the provisions hereof, as well as the fulfillment of any other condition precedent that may be provided for in the Quotation.

If the Customer cancels the Order, for any reason whatsoever and at any time, the deposit paid in advance will be retained by the Company by way of compensation. In addition, the Customer will be automatically required to pay fixed and irreducible compensation equal to 30% of the total amount of the Contract, without prejudice to the reimbursement of all costs incurred by the Company in performing the Contract.

The prices for the Equipment and Services described in the catalogs distributed by the Company do not constitute an offer and may be modified by the Company without notice. Only transmission of the Quotation to the Customer constitutes a firm and valid offer

from the Company. All samples, drawings, descriptions, and advertisements of the Equipment published by the Company, as well as all illustrations and descriptions contained in the Company's catalogs or brochures, regardless of how they are stored, are created for the sole purpose of giving a rough idea and do not form part of the Contract.
If the Order is the subject of a request by the Customer for financing from a specialized organization, it is expressly agreed that the approval of the specialized financial organization must be obtained within one month of the final formation of the Contract. Failing this, the Customer will be deemed to have canceled its Order. Accordingly, the Company will be entitled to retain the deposit paid by the Customer, as well as to claim from its payment of fixed compensation equal to 30% of the amount of the Order, without prejudice to the reimbursement of all costs incurred.

Article 4 – Delivery

4.1. Delivery of Equipment

Deliveries of Equipment will be made to the address and person indicated by the Customer in the Quotation and/or Order. The delivery lead time for Equipment commences on the date on which the Customer sends the signed Quotation or Purchase Order, provided that the Customer has supplied all necessary documents and has fulfilled its contractual obligations. The delivery lead time is purely indicative and non-binding. The Customer may not cancel the Order, refuse delivery or claim damages due to a delivery delay.
Equipment is shipped at the Customer's risk and, unless otherwise specifically provided, delivery costs are borne by the Customer. The Company reserves the right to choose the carrier, without incurring any liability whatsoever. If the Company delivers and installs the Equipment, the transfer of risk takes place at the end of the installation. Otherwise, the transfer of risk takes place as soon as the Equipment is loaded onto the mode of transport chosen by the Customer or as soon as the Equipment is made available on the premises of the Company or any other premises designated by the latter.
Transfer of ownership to the Customer, however, only takes place on the day of full payment of the price agreed between the Parties. Accordingly, the Customer undertakes to insure the Equipment, with a reputable insurance company, from the start of delivery until full payment of the price. Until title of ownership is transferred, the Customer must:
-Store the Equipment separately from all other goods held by the Customer so that the Equipment remains easily identifiable as being the property of the Company,
-Not remove, damage or hide any identification mark or any packaging on or relating to the Equipment,
-Maintain the Equipment in pristine condition,
-Notify the Company immediately if it is subject to one of the events listed in the article entitled "Term and Termination" of the General Terms and Conditions of Sale,
-Respond to the Company whenever it requests information concerning the stored Equipment.

The Company ensures that each delivery is accompanied by a delivery note indicating the date of the Order, all relevant reference numbers of the Customer and the Company, the type and quantity of Equipment, special storage instructions if applicable, and, if the delivery is to be made in tranches, the remaining balance to be delivered. Any delay in delivery or defect in one tranche does not give the Customer the right to cancel another tranche.

For the delivery of the Equipment, the Customer, for its part, is required to make its site accessible in order to allow delivery in accordance with best practices. The Customer must in all cases verify the conformity of the delivery and indicate any reservations on the delivery note or any other appropriate document. Such reservations must be confirmed by any appropriate written means of communication to the carrier within three working days of the date of receipt. The Customer must provide supporting evidence of the defects observed and give the Company every opportunity to identify and remedy such defects. The Customer must refrain from intervening itself or from involving a third party. The Company will not process any request if this procedure is disregarded.
Equipment subject to reservations may not be returned to the Company without its prior express authorization. In the event of acceptance of the return by the Company, the return will be carried out at the expense and risk of the Customer and will not suspend its contractual obligations. Depending on the situation, the Company will, at its discretion, either replace or repair the non-compliant Equipment or cancel the Order.
The Company will not be liable for non-delivery if such non-delivery is caused by a force majeure event or by the Customer failing to provide the Company with adequate delivery instructions or any information relevant to the delivery.

If the Customer fails to respond or agree to delivery within the period indicated by the Company in its written notice confirming the availability of the Equipment, the Company may resell or otherwise dispose of the Equipment, without the Customer being able to claim any damages. In the event of a late response from the Customer resulting in significant storage costs for the Company, the Company will automatically and without the need for any formality charge the Customer for such costs.
For export deliveries, the applicable Incoterm will be that indicated in the Quotation or Purchase Order.

4.2. Delivery of Software or Applications

With regard to Software and Applications, as soon as the Software or Application is accessible by the Customer, no transfer of ownership to the Customer will take place, but only a license to use it.
Receipt of delivery of the Software or Application takes the form of a specific report. In the event that delivery of the Software or Application is not compliant, the Customer will inform the Company thereof by any written means of communication within three days of becoming aware of the malfunction. The Company will endeavor to ensure the software is compliant with its intended use.

Article 5 – Warranty

5.1. Equipment warranty

The Company warrants that upon delivery, the Equipment will comply with the description and any applicable specification, free from defects in design, material and workmanship, and fit for any purpose provided for in the Contract. In accordance with Article 1641 of the French Civil Code, the Company warrants the Customer against hidden defects in the Equipment sold rendering it unfit for its intended use. The legal warranty of compliance provided for by the French Consumer Code does not apply to purchases by professionals acting in the context of their main business.

However, the Company offers the Customer a contractual warranty for its Equipment for twelve (12) months from delivery. This warranty covers manufacturing or operational defects under normal conditions of use and maintenance. Any specific warranty relating to the Equipment having the effect of extending its effect to a period of more than twelve (12) months will be expressly specified in the Quotation or in a special contract signed by the Parties. The warranty applies to the use and maintenance of the Equipment by the Customer in accordance with the Company's instructions for use and maintenance, or any recommendation given by the Company, whether in oral or written form.
In order to benefit from the warranty, the Customer must notify its usual contact person within the Company, within a reasonable amount of time after becoming aware of the defects, by letter sent certified mail, return receipt requested, or by email with acknowledgment of receipt, describing the defects in the Equipment. The Customer must take all measures to facilitate the identification of such defects by the Company. Depending on the case, the Company will, at its discretion, either replace the parts containing material or manufacturing defects, free of charge, or repair the aforementioned parts, again free of charge. Repairs or replacements of parts are not covered by a warranty and do not result in an extension of the warranty period. The warranty does not cover on-site work or the cost of shipping the Equipment to the Company. Customers that default on payment forfeit their right to a warranty.

The Equipment warranty excludes any defect arising from:
-Modification of the Equipment by the Customer, or any third party designated by the Customer,
-Use by the Customer that does not comply with the conditions of use contained in the technical documentation or that does not comply with any oral or written instructions given by the Company, or with any customary practice, law, or regulation in force,
-Maintenance by the Customer that does not comply with the maintenance conditions contained in the technical documentation or that does not comply with any oral or written instructions given by the Company, in particular involving the use of parts or components whose origin is not approved by the Company,
-Failure by the Customer to maintain the Equipment,
-Normal wear and tear of the Equipment,
-An accident originating outside the Equipment itself,
-A case of force majeure,
-Negligence by the Customer, in particular with respect to storage or movement of the Equipment,
-The combined use or incorporation of the Equipment with or into third-party products,
- Defects resulting from products connected to the Equipment that are disruptive or that do not provide the expected service,
-Changes made to the Equipment and made mandatory pursuant to new regulations not known on the delivery date,

- Equipment whose trademark, serial number or identification label has been removed or modified,
-Any act of vandalism affecting the Equipment.
If it turns out that the origin of the defect resides in one of the cases referred to above, storage and labor costs will automatically and without the need for any formality be charged to the Customer, who undertakes to pay such costs within the time indicated on the invoice.
Unless otherwise agreed between the Parties, the warranty does not cover maintenance of the Equipment. If the Customer wishes this to be carried out by the Company, it must contact its usual contact person within the Company in order to take out to a maintenance contract suited to its needs.

5.2. Software or Application warranty

Unless otherwise stated, the Company warrants the Software or Application against any reproducible defect for a period of twelve (12) months from delivery. In order to benefit from the warranty, the Customer must notify its usual contact person within the Company, by any appropriate means of communication or via the ticketing tool, describing the defects in the Software or Application, and take all measures to facilitate their identification. The Company will, depending on the situation, provide a patch or a new version of the Software or Application to the Customer, or a bug resolution for specific developments or OnPrem versions deployed by the Customer. This does not result in an extension of the warranty period. Customers that default on payment forfeit their right to a warranty.

The warranty for the Software or Application excludes any defect arising from:
-Use by the Customer that does not comply with the conditions of use contained in the technical documentation or that does not comply with any oral or written instructions given by the Company, or with any customary practice, law, or regulation in force,
-A defect arising from the Customer's computer equipment,
-A case of force majeure,
-A modification of a third-party data flow used by the Software or Application,
-Changes made to the Software or Application,
-Obsolescence not declared on the delivery date.
If it turns out that the origin of the defect resides in one of the cases referred to above, labor costs will automatically and without the need for any formality be charged to the Customer.
Unless otherwise agreed between the Parties, the warranty does not cover maintenance of the Software, the purpose of which is to make the necessary modifications, upgrades and adaptations to the Software or Application. If the Customer wishes this to be carried out by the Company, it must contact its usual contact person within the Company in order to take out to a maintenance contract suited to its needs.

Article 6 – Support

Unless otherwise agreed between the Parties, support is not included in the Contract. Support includes services to assist with use of the Customer's Equipment, including, but not limited to, configuration, content modification, additional training, and/or diagnostic assistance. This support will be granted to the Customer for a fixed number of hours over a limited period, calculated by the Company according to the support consumed. This support will take effect at the end of the initial training and may be renewed when the time credit has been used up by the Customer.
This support package will not, however, include the specific developments to be carried out by the Company's design office, specific content, or bug resolutions. These services may be performed by the Company in return for a new Quotation.

Article 7 – Installation

If the Customer subscribes to the Equipment installation services by the Company or one of its subcontractors, this service will be carried out subject to compliance by the Customer with the following conditions:
-The site hosting the Equipment must be easily accessible to allow technicians to carry out their work safely and in normal conditions,
-The site hosting the Equipment must be equipped with a power supply and earthing sockets that comply with the standards in force and meet the specifications of the manufacturer of the Equipment,
-The telephone and electrical networks must comply with the best practices and standards in force, and with the environmental conditions required by the manufacturer of the Equipment.

The Customer therefore undertakes, at its own expense, to bring its site into compliance, and to take out all subscription contracts necessary for the installation of the Equipment, prior to installation by the Company. The Customer acknowledges that related components to be connected to the Equipment must be installed beforehand under its responsibility and at its expense. Failing this, the Company may carry out the necessary civil engineering works, after obtaining the Customer's express prior agreement, in exchange for a new Quotation including said services and the Company's travel expenses.

For Software, access is provided in the form of the transmission of access codes to users by the Company. For the "Heurès" solution, however, the specific installation conditions are provided for in the Quotation and/or the Purchase Order.
Installation is deemed complete in the absence of any major reservation notified to the Company by any appropriate written means of communication within three working days following the commissioning of the Equipment. A major reservation refers to an anomaly preventing the normal operation of the installed Equipment.
If the installation is not carried out by the Company, the latter may not under any circumstances be held liable for any installation defect.

Article 8 – Hosting and Security

If the Customer subscribes to the hosting service provided by the Company, the latter, or one of its subcontractors, will host the Software for the duration of the Contract. The hosting services and service level provided by the Company are described in the Quotation or in a separate dedicated contract.
The Company undertakes, furthermore, to implement and maintain technical and organizational measures in accordance with the security standards in force in order to protect the systems, data, and information against any unauthorized access, loss, alteration, or disclosure. These measures include, but are not limited to, access controls, network protection mechanisms, and backup protocols, in accordance with generally accepted good practices in the field of information system security. The Company also ensures regular monitoring of the security systems deployed and their updating in accordance with the applicable requirements to ensure their effectiveness.

Article 9 – Liability of the Company

The Customer acknowledges that the Company's obligations are understood as obligations of means. In any event, the Company may not under any circumstances be held liable for any intangible and/or indirect damage, in particular operating loss, loss of customers, commercial damage, or damage to the brand image, resulting from ownership or use of the Equipment. The Company's liability is limited to compensation for direct and certain duly justified losses caused by its willful misconduct and/or negligence, and/or that of its staff. Its liability is capped, for all causes combined, at 10% of the annual amount of the Contract. For multi-year contracts, the liability cap will be calculated based on the amount of the current year.

In particular, the Company may not be liable for the destruction of files or programs following the resumption of activity after work carried out on the Equipment: the Customer is responsible for implementing the necessary prior backups. The Company may not under any circumstances be responsible for content written and published by the Customer on the Hardware and/or Software and/or Applications. Likewise, the Company is released from any liability for the technical implications, in particular parasitic effects, caused directly or indirectly by electrical, electromechanical, or electronic equipment installed nearby and unrelated to the Equipment. Finally, the Company may not be held liable for variations in the conditions of transmission or reception due to atmospheric or meteorological phenomena, disturbances, or the unavailability of the Equipment due to a malfunction or failure in the relays composing the communication networks, or for any breach by a third party of the secrecy of oral or written correspondence transmitted by Equipment installed by the Company.

Article 10 – Term and Termination

The Contract will enter into force on the date set out in the Quotation or the Purchase Order or, failing that, on the date of signature of the Quotation. As a matter of principle, for multi-year services, and unless expressly specified otherwise by the Parties, the Contract is entered into for a term of twelve (12) months, tacitly renewable for a period of twelve (12) months, unless terminated by letter sent certified mail, return receipt requested, by either Party, at least three (3) months before each expiration date.

The Contract may be terminated early, at the Company's discretion, in the event of a breach or non-performance by the Customer of its contractual obligations, by simple notification by letter sent certified mail, return receipt requested, and after the prior sending

of formal notice to perform, sent in the same manner, remaining without effect for fifteen (15) days from its receipt by the Customer (the date of receipt being the date of presentation of the letter to the Customer indicated by La Poste).
The Contract may also be terminated, at any time and without prior notice, upon simple notification of termination by the Company, by letter sent certified mail, return receipt requested, (1) in the event that the Customer is subject to a cessation of payments or to safeguard, receivership or court-ordered liquidation proceedings, the implementation with regard to the Customer of any conciliation or business difficulty prevention procedure, or any similar or comparable procedure to which it may be subject, (2) in the event of late payment from the first payment due date, (3) in the event of non-compliance by the Customer or its staff with the confidentiality obligation provided for herein, or (4) in the event of non-compliance by the Customer with the Company's intellectual property rights.

Unless the Contract is terminated as a result of a fault on the part of the Customer, termination will take place without compensation on either side. Furthermore, the Company reserves the right to suspend the Services or access to the Equipment as soon as it detects non-compliance with a contractual obligation on the part of the Customer. The Company also reserves the right to obtain the return of the Equipment and charge any dismantling, shipping, insurance costs and any other related costs to the Customer, who undertakes to pay such costs within the deadlines provided for in the invoice. In the event of early termination of the Contract, the Customer will immediately pay the Company all unpaid invoices and interest. In addition, the Company will invoice Services provided up to the termination date on a prorated basis. The foregoing will not preclude the payment of any damages the Company may claim.

Article 11 – Pricing, Price Revisions, and Payment Terms

11.1. Pricing

The overall price of the Order is indicated in the Quotation. The price will be indicated on the invoice excluding taxes and including taxes. Value added tax (VAT) will be applied at the rate in force on the issue date of the invoice issued by the Company. For Services performed for export, the price indicated will be the net price received by the Company. All taxes, duties and ancillary costs specific to the Customer's country will be borne by the Customer and may not reduce the amount of the net price indicated.
The price includes all the Equipment and Services subscribed to by the Customer and mentioned in the Quotation, including but not limited to: delivery, installation, civil engineering, storage, training, project management, assistance, advice, etc. Any additional cost that may be imposed by the Company's suppliers or resulting from an increase in the costs of raw materials will be passed on to the Customer. Similarly, any modification or compliance required by legal provisions relating to the Equipment or telecommunications networks will be at the expense of the Customer.

11.2. Price revisions

For multi-year contracts, the price will be revised automatically and without the need for any formality on the anniversary date of the Contract according to the following revision formula: *P = Po x S1 / (So x 0.97)*
P = Revised new price
Po = Initial price excluding taxes
S = Syntec Index (Syntec Federation of Engineering, IT Services, Studies and Consulting, and Professional Training Companies) published by the Syntec Federation
S1 = Last known Syntec index on the revision date
So = Last known index on the signature date of the Contract

If the Syntec index ceases to exist for any reason whatsoever, it will be replaced automatically by a replacement index similar to and related to the Company's business. The Customer may dispute this new index within thirty (30) business days of the date on which the letter notifying it of the application of a new index is sent. In the event of a dispute, the replacement index will be determined by an expert appointed by the Parties, at the Customer's expense, or before the competent court of Nantes at the request of the first party to act.

11.3. Payment terms and penalties

Unless otherwise specified by the Parties, any Order will be accompanied by payment by the Customer of a deposit equal to 30% of the total amount of the Order, including VAT. The balance will be invoiced upon delivery or installation. Payment of the said balance will take place no later than three months after delivery if the installation cannot be carried out within such time. For multi-

year contracts, invoices will be sent to the Customer in accordance with the payment terms provided for in the Quotation or Purchase Order.
The Customer must pay each invoice by bank transfer within thirty (30) net days of the invoice date. Any sum not paid on time will automatically and without the need for any formality bear interest from its due date (exclusive) until the date of its actual payment (inclusive), without prejudice to any action that the Company may be entitled to take against the Customer, in particular by interruption access to the Services or the Equipment. Late payment interest will correspond to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) points, and will be capitalized if due for a full year. Furthermore, the Customer will be required to pay fixed compensation of forty (40) euros for recovery costs.
In the event of legal proceedings, the Customer will reimburse all legal, advisory, and other costs directly related to the recovery of its debt.
The Company also reserves the right to refuse to make a delivery or honor an Order from a Customer who has not settled in full or in part any previous Order, or with whom a payment dispute is ongoing.

Article 12 – Force Majeure

Under no circumstances may the Company be held liable in the event of force majeure.
In addition to those cases usually considered as such by the French courts, cases of force majeure include total or partial strikes by the Company's staff or subcontractors, fires, floods, natural disasters, exceptional weather conditions, a pandemic, travel disruptions, voluntary damage, theft, changes in laws or regulations, disruptions in energy supplies, the malfunctioning and/or interruption of electricity or telecommunications networks, and, in general, any event or fact beyond the Company's control.
In such circumstances, the Company will notify the Customer by letter sent certified mail, return receipt requested, or by email with acknowledgment of receipt, within eight (8) days of the date of occurrence of the event. The Contract will be suspended, without compensation, from the date of occurrence of the event. In the event that the event lasts more than thirty (30) consecutive days after its occurrence, the Contract may be terminated by the first Party to act, without either Party being able to claim damages.

Article 13 – Intellectual Property

All plans, drawings, diagrams, and, in general, any documentation relating to the design and construction of the Equipment, as well as any technical or commercial information, will remain the exclusive property of the Company and/or its suppliers, and may not be reproduced or communicated by the Customer. The purchase by the Customer of the Equipment does not confer on it any right to exploit the industrial and intellectual property rights attached thereto. The Customer undertakes to (i) immediately inform the Company, in writing, of any challenge by a third party to the rights held by the Company over the Equipment and (ii) to cooperate fairly with the Company in the preparation of its defense and to allow it to manage any proceedings or negotiations that follow. If, under the terms of a final judgment, the Equipment infringes an industrial or intellectual property right of a third party, the Company may, at its discretion, obtain, at its own expense, the right for the Customer to continue to use the Equipment, replace the infringing Equipment with equivalent Equipment, modify the infringing Equipment so that it no longer qualifies as infringing, cancel the Order relating to the Equipment that has not yet been fulfilled, or terminate the Agreement and take back the infringing Equipment from the Customer at the price at which it was purchased by the Customer, after deduction of depreciation.

Software and Applications will remain the exclusive property of the Company. Any license to use the Software or Application granted by the Company is non-exclusive, non-assignable, and non-transferable. The Customer undertakes, directly or indirectly:
-not to copy the source code of the Software or Application, or its content;
-not to modify, adapt, or hack the Software or Application;
- not to reproduce, develop, correct, compile, disassemble, translate, analyze, reverse engineer or attempt to do so, duplicate, copy, sell, resell, or exploit all or part of the Software or Application;
-not to modify or seek to circumvent any protection device of the Software or Application;
-to take all necessary measures to protect its information system, in particular with regard to protection against all hostile intrusion processes. These measures must ensure, among other things, the confidentiality as well as the restoration or reconstitution of lost or damaged data, programs, or files; such operations are not the responsibility of the Company;
-not to alter or hide in any way whatsoever the Company's distinctive signs, namely its trademarks and the mention of copyright ownership;
-not to modify the Software or the Application and/or merge all or part of the Software or Application into other computer programs;

-to use the Software or Application and the documentation solely for the needs initially defined by the Parties.
Where the Hardware and Software and/or Application belonging to the Company are used together by the Customer and/or form an inseparable whole, the latter must comply with the confidentiality conditions relating to the entire system and the associated know-how and its implementation. The Customer will refrain, directly or indirectly via intermediary third parties, from splitting the software from the hardware and/or from allowing any third party to recover the isolated software.

Article 14 – Obligations of the Customer

The Customer undertakes to:
-Ensure that the specifics and information indicated in the Quotation and/or Order concerning it are complete and accurate,
-Pay invoices on time,
-Use the Equipment supplied by the Company in accordance with the Company's technical instructions,
-Maintain a level of technical skills within its teams so as to be able to use the Equipment in accordance with the instructions issued by the Company, and to ask the Company for any additional training necessary for its needs, at its own expense,
-Maintain and clean the Equipment, unless it benefits from a specific maintenance contract signed with the Company,
-Ensure that the IT tools and software its uses and the versions thereof are compatible with the Company's instructions,
-Provide all useful information to the Company for the proper performance of the Contract,
-And, in general, comply with its contractual obligations.

Article 15 – Personal Data

In the context of the performance of the Contract, the Parties, as data controller, are required to process on their behalf the Personal Data of employees, managers, subcontractors, service providers, etc. In this respect, each Party undertakes, in this context, to respect the confidentiality and security of such Personal Data, in compliance with the provisions of the French Data Protection Act of January 6, 1978, and the General Data Protection Regulation (GDPR). Personal Data collected by the Company are used strictly for the proper performance of the Contract. The Company does not collect any sensitive data such as those relating to the religion, trade union membership, alleged racial and ethnic origins, criminal convictions, or health data of its Customers. Each natural person whose Personal Data are collected and processed has, at any time, the possibility of exercising his/her rights of access, rectification, erasure, objection, restriction of processing and portability regarding his/her Personal Data, by contacting the Company's Data Protection Officer (DPO) at the following address: *dpd@lumiplan.com.*
For further information, in particular concerning the retention period of Personal Data and measures implemented by the Company when it is a processor with regard to the GDPR, the external data protection policy is available on the Company's website (https://www.lumiplan.com) or may be sent on simple request by the Customer.

Article 16 – Listing

The Customer expressly authorizes the Company to use its trade names, trademarks, and logos on all its commercial media.

Article 17 – Confidentiality

The Parties undertake to respect, and ensure that those for whom they are responsible respect, throughout the term of the Contract and for ten (10) years after its termination, the strict confidentiality of any information of which they become aware in the context of the performance of this Contract. The Parties also hereby acknowledge the confidential nature of any information, regardless of its purpose, disclosed by the other Party, whether in writing or orally, relating to the terms and conditions of the Contract, including but not limited to any written or printed document or computer file. The Parties therefore undertake not to disclose to third parties, with the exception of their employees on a need-to-know basis for the purposes of the performance hereof, directly or indirectly, any of the information referred to above, for any reason whatsoever, except in the event of a legal or regulatory obligation. The Parties undertake to ensure that their staff, whether employees or former employees, managers or former managers, partners or former partners, comply fully with the confidentiality of the information referred to above.

Article 18 – Assignment and Transfer of the Contract

The rights and obligations of the Contract may not under any circumstances be assigned, transferred, mortgaged, pledged, or subcontracted, in whole or in part, for consideration or free of charge, by the Customer, without the prior, express and written consent of the Company. The Company is authorized to assign, transfer, or subcontract, in whole or in part, its contractual

obligations to any partner of its choice or to any entity belonging to its group of companies, particularly in the context of a merger-absorption operation, universal transfer of assets, and, more generally, any restructuring operation within its group of companies.

Article 19 – Severability

In the event that one of the clauses of the General Terms and Conditions of Sale is rendered null and void by a change in the legislation, regulations, or by a court decision, this shall not under any circumstances affect the validity and compliance with the other provisions of the General Terms and Conditions of Sale.

Article 20 – Entire Agreement

The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, and understandings between them, whether written or oral, relating to the subject matter of the Contract.

Article 21 – Notices

Any notice provided for herein must be made by letter sent certified mail, return receipt requested, to the principal office of each Party or to any other address that a Party may have explicitly specified in writing. In the event of a change of address by one of the Parties, the latter undertakes to immediately inform the other Party and may not rely on non-receipt of correspondence if it fails to do so.

Article 22 – Law and Jurisdiction

This Contract is subject to French law. Any dispute relating to the formation, conclusion, performance, interpretation, or validity hereof will fall within the jurisdiction of the competent courts of Nantes.