

Welcome to XXII !

We highly recommend that you read these General Terms and Conditions of Sale and Use (hereinafter referred to as "GTC") carefully. By signing the quote, submitting a purchase order to XXII, accessing and browsing our website, or accessing, using, or distributing any of our Services, you unconditionally accept these GTC, which constitute a contract between XXII and you.

The GTC can be accessed to and printed at any time via a direct [link](#) at the bottom of the quotation page, or upon first request to contact legal@xxii.fr.

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PREAMBLE

XXII GROUP SAS (hereinafter "XXII" and/or "COMPANY") is an innovative technology company based in France, specialised in artificial intelligence solutions and products, in the field of Computer Vision. The company develops and delivers computer vision solutions under renewable license subscriptions. These solutions enable the automatic analysis and interpretation of images and videos for various industrial and commercial applications.

XXII Group's flagship product, "XXII CORE" (hereinafter the "Product") uses advanced artificial intelligence algorithms capable of real time flow analysis, allowing a variety of functionalities ranging from safety and security monitoring to business analysis.

The USER (defined below) wishes to benefit from the Services related to XXII's Product, and the DISTRIBUTOR (defined below) wishes to distribute and/or integrate the Services to the USER.

XXII and the CLIENT (defined below) are hereinafter jointly designated as the "Parties" and each individually by the "Party".

1. Definitions

For the purposes of the GTC, terms beginning with a capital letter refer to the following definitions:

- "Agreement" shall designate the contractual documents between the Parties, including, including, in a descending order of priority:
 - (a) the GTC;
 - (b) the DPA;
 - (c) the Order;
 - (d) the appendices, if any.
- "Applicable Laws" means any and all laws, ordinances, decrees, orders, directives, regulations and any other mandatory standards, current or future, applicable to the Parties.
- "Background" shall designate (a) (i) any and all information data or knowledge, including, without being limited to computer programs, computer developments, methods (including technical installation methods), databases, codes, algorithms, software (including their source/object/executable code version, the informatic language and the syntaxe, as well as IT developments and technologies of their skills), (ii) any and all means including but not limited to equipments, processes, materials, (iii) any and all intellectual propriety right, know-how, industrial and trade secret, (iv) or, generally, any and all information having any value (technical, scientific, economic or of interest) to a Party, (b) regardless of its nature, medium or mode of transmission, (c) protectable/protected or not by an intellectual property right, (d) acquired, developed or controlled by a Party prior to the Effective Date. Background is included in Confidential Information and must therefore be protected accordingly.
As regards the COMPANY, Background includes, without being limited to, the Software, the Product, the documentation as well as any and all related intellectual property rights.
- "Business Day(s)" shall designate weekdays from Monday to Friday, excluding public holidays in the country where the relevant obligations of the Agreement are fulfilled.
- "Business Hour(s)" shall designate office hours, namely from 9am to 12:30pm then from 1:30pm to 6pm, during the week, i.e. Monday to Friday, with the exception of public holidays in the country where the relevant obligations of the Agreement are fulfilled.
- "Client" shall designate jointly the USER and the DISTRIBUTOR.
- "Confidential Information" designate (a) (i) any and all information data or knowledge, including, without being limited to computer programs, computer developments, methods (including technical installation methods), databases, codes, algorithms, software (including their source/object/executable code version, the informatic language and the syntaxe, as well as IT developments and technologies of their skills), (ii) any and all means including but not limited to equipments, processes, materials, (iii) any and all intellectual propriety right, know-how, industrial and trade secret, (iv) or, generally, any and all information having any value (technical, scientific, economic or of interest) to a Party, (b) regardless of its nature,

medium or mode of transmission, (c) specifically marked as "confidential" or not, (d) protectable/protected or not by an intellectual property right, (e) property of the Parties or not, (f) related or not, directly or indirectly, to the Agreement, (g) and which is disclosed by a Party (hereinafter the "Disclosing Party") to the other Party (hereinafter the "Receiving Party") or of which a Party would have become aware during the negotiation or execution of the Agreement, or, more generally, of which a reasonable person would construed as being confidential.

As regards the COMPANY, Confidential Information includes, without being limited to, any Background including the one acquired, developed or detained independent from and parallel to the Agreement, choices related to the Equipment, and the content and existence of the Agreement.

- "Delivery" shall designate the date of delivery of the Equipment(s) as regards classic and hybrid Services (where applicable), during which the delivery report is drawn up. A Delivery is said to be "definitively committed" when the USER's Order has been placed with the DISTRIBUTOR and/or the COMPANY and validated by the COMPANY.
- "Deployment" shall designate the setting of the Product, the expected date of which is agreed in writing between the Parties.
- "Developments" means any element, of any nature and in any form whatsoever, theoretical, intellectual or experimental, including, without being limited to, any software (including in their source/object/executable code versions, as well as the IT developments and technologies of their skills), documentation, database, algorithm, know-how, method, analysis, invention, tool design, process, specific component, prototype, formula, including their improvement(s), which would result from the Agreement, at any time whatsoever, whether or not it is protected and/or protectable by an intellectual property right. Developments constitute a Service of the COMPANY.
Developments are part of the Confidential Information of the COMPANY.
- "Distribution" shall designate the distribution of the Services to the USER, under the conditions of this Agreement.
- "Effective date" shall designate the date of the first communication (even unilateral) between the Parties, by any means whatsoever.
- "Equipment" shall designate the material resources needed for the use of the Product by USERS (for instance, without limitation, servers and other hardwares), provided by a Third Party provider. The COMPANY recommends some Equipments manufactured by a Third Party supplier, compatible with the Product and the CLIENT chooses those it considers compliant with the requirements of its infrastructure. The name of the Third Party supplier, the technical descriptions of the Equipments recommended, and the usual delivery times of the Third Party supplier are known and accepted by the Parties.
- "Force Majeure Event", or "FME", shall mean any event, occurrence or circumstance (i) beyond the control of a Party, which is (ii) unforeseen at the conclusion of this Agreement and (iii) unavoidable at the time of execution of the Agreement, including without being limited to, failure or delay caused by or resulting from acts of God, sabotage, fires, earthquakes, floods, strikes, wars (whether declared or undeclared), lock-out of the company, riots, civil commotions, storms and adverse weather, perils of the sea, port closure due to ice, embargoes, blockage of telecommunications, blocking or breakdown of computer networks, shortages of materials, pandemic, accidents, restrictions imposed by any governmental or transport authorities (including allocations, priorities, requisitions, quotas and price control), decisions of relevant Ministère de tutelle, as well as any other event that may be construed as a FME pursuant to article 1218 of the French Civil Code, and which prevents the execution, either totally or partially, of either Party's obligations.
- "Indirect Damage(s)" shall designate any indirect or consequential, special or punitive damage(s), nor any loss, direct or indirect, including of: income, profit, expected profit, production, productivity, contracts, anticipated benefit or saving, financing costs or increase in operating costs and losses, and losses, costs and/or expenses resulting from an interruption of operation, delay or deferral of production, as well as moral prejudice, even though the COMPANY is informed in advance of the possibility of such damages, that may be suffered by the CLIENT.
- "Order" shall designate (i) the purchase order of the CLIENT accepted by the COMPANY, (ii) or, the COMPANY's quotation accepted by the CLIENT.
- "Product(s)" shall have the definition given in the Preamble.
It includes the Software, the documentation, know-how, contents, methods, Equipments and their configurations.
- "Quotation" shall designate the commercial proposition made by the COMPANY.
- "Service(s)" shall designate the subscription services provided by the COMPANY, and includes the Product and any associated services. Services are offered, to the USER's sole discretion, on three models of deployment:
 - Classic: On premise;
 - Hybrid : On premise installation with cloud dashboard;
 - Full cloud : in this case, no Équipement is neither delivered nor

deployed in the USER's infrastructure.

- **"Software"** shall designate XXII's software (in all its code versions: Source, object and executable codes), including its documentation and preparatory design work.
- **"Source/object/executable code(s)"** shall designate a set including the list of instructions component of the Software, the documentation allowing the understanding of the Software' conception, and including in particular the analysis documents, algorithms, flowcharts, elementary procedures of each program, and the description of the structure of the Software, as well as the syntax of the language used, to the extent it is not notorious.
- **"Term"** shall designate the expiry date mentioned in Article *"Duration"* of this Agreement, subject to early termination in accordance with Article *"Termination"* of this Agreement, and to prorogation in accordance with Article *"Duration"* of this Agreement.
- **"Third Party"** shall designate any natural or legal person that is not a Party.
- **"User"** designates the legal entity having the legal capacity to contract, placing an Order for the Services directly to the COMPANY or indirectly through a DISTRIBUTOR, and/or using the Services.
- **"User License"** shall designate the limited User License granted by to the USER, to use for its own and personal needs a copy of the Product and its documentation, the terms of which are specified in Article *"User License"* of this Agreement.
- **"XXII"** shall designate XXII GROUP, simplified joint stock company incorporated under the French laws, with capital of 34 156 Euros, having its registered office located at 23-25 rue Delarivière Lefoullon, Tour Defense Plaza, 92800, Puteaux, FRANCE, with registration number 810 761 783 - RCS Nanterre, and represented by Mr. William ELDIN, its President.

2. Purpose

The purpose of this Agreement is to:

- define the terms and conditions (i) of the subscriptions to XXII's Services, (ii) of the provision, use and Distribution of the Services for the Duration of the Agreement, including the terms and conditions of the User and Distribution License(s) granted in this regard, (iii) of XXII's website (<https://www.xxii.ai.com/>), (iv) of the Developments, and (v) of the payment in return;
- specify the rights and obligations of the Parties under the Agreement;
- determine the intellectual property regime applicable to the Confidential Information, as well as with regard to their access terms, and potential use if explicitly agreed by the COMPANY within this Agreement.

3. Acceptance

The CLIENT acknowledges that the use and Distribution of the Services requires acceptance of and compliance with all of the provisions of this Agreement. Consequently, the Agreement automatically applies to relations between the Parties as regards the provision, use and Distribution of the Services, as well as any negotiation between the Parties.

The GTC are expressly approved and accepted by the CLIENT, who declares and acknowledges having full knowledge of them, and therefore waives the right to rely on any contradictory document and, in particular, its own general conditions - including of purchase.

Acceptance of this Agreement can only be full and complete. In case of a reservation, the CLIENT must request and sign a specific agreement prior to access or use the Services. Without any specific agreement signed by all concerned Parties, any acceptance subject to reservations is considered null and void. In such case, the CLIENT who does not agree to be bound by this Agreement must not access XXII's website, distribute, nor use the Services.

4. Entire agreement

The stipulations of this Agreement constitute the entire agreement between the Parties with respect to its purpose, derogate from any and all general public or private market conditions to the extent that the latter conflict with stipulation of this Agreement, and annul and supersede all prior verbal or written commitments related to the Agreement such as specifications, general terms and conditions or any other communication exchanged between the Parties before and during its performance.

Notwithstanding the content of any order from the CLIENT, (i) the stipulations of this Agreement also prevail over any order that may be placed pursuant to the latter, including any general terms and conditions, as well as (ii) any contrary, contradictory, or additional stipulation of the CLIENT's order form, will be null and void.

Under no circumstances may the general terms and conditions of purchase, sale or use of the CLIENT shall apply to the Agreement nor to relations between the Parties.

The Article headings appearing on the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or

intent of an Article, nor in any way affect the Agreement, except with respect to the definitions.

5. Duration

This Agreement fully applies to the Parties for the entire duration of their relations, and at least of the Order for the USER and of the Distribution for the DISTRIBUTOR, except as regards stipulations related to confidentiality and intellectual property, which will be effective as from the Effective Date (hereinafter the *"Duration of the Agreement"*).

It will be tacitly renewed at its expiry for the same duration and under the same conditions, unless expressly terminated by one Party by registered letter with acknowledgment of receipt, received at least three (3) months prior to the expiry anniversary date of the Agreement. In the event an Order's duration is less than three (3) months long, the notice period would be two (2) weeks. By way of exception, Orders having benefited from a preferential rate will be subject to classic pricing.

Any termination not complying with the above conditions will be null and void and the Agreement will be considered renewed.

In the event that obligations under this Agreement would be in progress upon termination or expiration of the non-renewed Agreement, the Parties undertake to honor said obligations.

It is specified that the Licenses titled "pilot", in the Quotation in particular, target Services with a fixed duration of fifteen (15) days for cloud Services, to (2) months for On-premise Services.

6. Subscriptions

Orders – Each Distribution and/or use of the Services must be subject to an Order, and purchase orders must include at least, necessarily:

- References to the COMPANY's Quotation, if any;
- The quantity of User License(s);
- The price ;
- The USER:
 - *If a natural person*: first name, name, date of birth, place of birth, nationality, address, e-mail;
 - *If legal entity*: company name, country of registration, social form, registered address, registration number, first and last name of the signatory(ies) of the User License(s), email of the signatory(ies) of the User License(s);
- Duration of the User Licenses;
- Location of use of the User Licenses by the USER (the Site(s)).

Receipt – The COMPANY will acknowledge receipt of orders within seven (7) Business Days.

The COMPANY ensures to provide a supply schedule for the Services' provision or a large part of the Order, within a reasonable time. These deadlines may be adjusted depending on communications and specifications of some Orders.

Unless express prior written consent from the COMPANY, no order may be cancelled nor modified by the CLIENT after the acknowledgment of receipt of the COMPANY.

The COMPANY reserves the right to refuse to honour any existing Order in case of any existing dispute relating to the payment of any prior Order.

Clarification – In case of Distribution, the previous acknowledgment of receipt does not induce any verification of conformity of the User License(s) with regard to this Agreement, for which the DISTRIBUTOR is responsible.

The COMPANY under no circumstances undertakes, and is under no circumstances required, to carry out a verification of the content of the User License(s): in the event of non-compliance of the latter with regard to this Agreement, the DISTRIBUTOR will be solely responsible, whether or not he has submitted them to the COMPANY for verification.

7. Amendment

The COMPANY reserves the right to modify these GTC at any time. In the event of a new Order, it automatically entails retroactive acceptance by the CLIENT of any modifications that may have been made, with the most recent version of the GTC taking precedence and prevailing over the entire relationship between the Parties. For current Orders, the updated GTC being accessible at any time via the direct link at the bottom of the quotation page, or upon first request addressed to legal@xxii.fr, the updated GTC become immediately applicable following a one (1) month period as from the publication of their modification (date of the Updated version on page 1), allowing the CLIENT to assert any reservation or terminate the Agreement according to the terms described in the paragraph below.

Any CLIENT who would not accept the amended GTC must terminate the Agreement in accordance with the termination terms of the first paragraph* of the *"Termination"* Article of this Agreement. Any CLIENT distributing or using

the Services after the amended GTC version comes into force is deemed to have accepted these changes without reservation, which will apply immediately. CLIENTs are therefore invited to regularly consult on the link provided the latest version of the GTC, or request a copy to legal@xxii.fr.

8. User Licence

Scope of the User License(s) – The COMPANY grants the USER on its Product and the related documentation a limited user license: non-exclusive, non-assignable and non-transferable, revocable, without authorisation of sub-licensing, in the territory of the Site(s) of Deployment (usually mentioned in the Order), for the duration of the Order, subject to payment by the USER of the price of the Order established on the basis of the COMPANY's price list.

Restrictions of use – The USER undertakes to use the Product exclusively for its own and intern needs, and in strict compliance with Article “*Intellectual Property*” of this Agreement (in particular prohibitions of paragraph 4, A to O). This License further does not include time-sharing services: each use per camera must be subject to a license subscription with payment of the relevant price, and each user key can only be used on one camera, or, in the case of a floating license, on a single video stream, at a time.

9. Distribution

Any Distribution of the Services, in whole or in part, necessarily entails full and unreserved acceptance of the General Conditions of Distribution and Integration (hereinafter “GCD”), accessible via this [link](#), or upon first request to the address legal@xxii.fr.

10. Product

The Product specifications are presented in its documentation, copies of which is provided to the CLIENT once the Order is validated, or on XXII's website www.xxii.ai.com.

The COMPANY reserves the following rights, each of which may be exercised at its sole discretion:

- The COMPANY reserves the right to make changes to the specifications and/or design of the Product to be supplied hereunder, it being understood that the COMPANY will notify the CLIENT of the details of any change affecting the form, conformity, and function of said Product. The COMPANY is under no obligation to modify or change a previously delivered Product nor to provide a new Product that conforms to the previous specifications.
- The COMPANY may, upon expiration of a thirty (30) days' notice to the CLIENT, discontinue production of the Product or any version thereof. Delivery of the Product and/or the corresponding version that is no longer in production will nevertheless continue to be available for the duration of the current Orders, unless the early termination provisions set out in Article “*Termination*” of this Agreement apply, allowing Deliveries that have not yet been definitively committed to be stopped.

The CLIENT hereby waives any claim for compensation due to the COMPANY's exercise of any of the rights mentioned above.

11. Procurement and Deployment

Procurement – The procurement and Delivery of the Equipments will be carried out by the COMPANY from a Third Party supplier, unless specific provisions of the GCD apply. The COMPANY shall not be held responsible for any delays in Delivery or defects in the Equipment, attributable to or linked to this Third Party supplier. The usual delivery times of said Third-Party supplier are communicated upon first request and accepted by the Parties.

The USER undertakes to use the Equipment (i) in accordance with all Applicable Laws related to the considered Equipment including those related to H3SE and cybersecurity requirements, and (ii) with all required authorisations, in any.

A delivery report must be formalised in writing, contain any indication of any reservation whatsoever relating to the Delivery, and be signed by the USER and received by the COMPANY on the day of Delivery. In the event of any impossibility in this regard, the USER will benefit from two (2) additional Business Days to allow the COMPANY to receive said delivery report. Without reception within the aforementioned timeframes, the Delivery will be construed conform and accepted without reservation by the USER: it is therefore the USER's responsibility to ensure that this report is signed. Compliance with this requirement allows the COMPANY to properly adhere to its deployment schedules.

Deployment – The installation and startup configuration of the Product will be carried out by the COMPANY, on the date jointly validated between the Parties, unless specific provisions of the GCD apply.

12. Risks transfer

As from the Delivery, with regard to the COMPANY, the USER will bear all risks, including loss, theft, damage(s), deterioration or destruction of the considered Products and Equipments, including caused by its potential subcontractors. This Delivery can be evidenced by the provision of a delivery report, and failing that, by access to the Product by the USER.

13. Training

In order to enable the USER to become familiar with the use of the Product, its functional and technical limitations and its specific features, a training session relating in particular to the installation, interfacing, configuration and use of the Product will be organised by the COMPANY. The date and precise program of the training are defined jointly between the USER and the COMPANY. The cost of this training is included in the price indicated in the Order.

The USER undertakes to ensure strict compliance with all the technical recommendations issued by the COMPANY relating to the infrastructure necessary for the proper functioning of the Product (server, VMS, etc.).

14. Maintenance¹

Without implying any warranty beyond the one of Article “*Warranty - Disclaimer*” nor substitution to any Third-Party's obligation, the COMPANY provides preventive maintenance and Levels 1, 2, and 3 corrective maintenance, allowing the USER to use the Product under the best conditions.

To this end, the COMPANY acknowledges receipt of qualified tickets* within forty-eight (48) Business Hours. After this period:

- **Level 1:** designates assistance in the use, understanding and operation of the Product. Assistance may notably respond to incorrect configuration of the Product, a forgotten password, an error in the URL or in the hosts files, or questions with usage advice. Assistance is operated via the email address support@xxii.fr, and is provided within forty-eight (48) Business Hours.
- **Level 2:** designates support for a malfunction of the Product linked to the Equipment (request to contact the supplier for replacement of a component), the network or computer system, an issue on communicating data to the dashboard, an issue with deployment, or inaccessible video streams. Support is operated via the email address support@xxii.fr, and is provided within seventy-two (72) Business Hours.
- **Level 3:** designates an anomaly directly linked to the Product, from a minor bug to a major bug. This may particularly affect anything that cannot be corrected by the USER because it is intrinsically linked to the Product. Without transferring any liability to the COMPANY, the latter also offers diagnostics of the Equipment (in the event of a server crash) to help the USER identify the source of the anomaly, and thus guide them in activating their warranty with the Third-Party supplier of the Equipment. In this case, the USER must notify the COMPANY at support@xxii.fr, who will then have a remote intervention period** of seventy-two (72) Business Hours for blocking anomalies, five (5) Business Days for major anomalies and a period of no less than thirty (30) Business Days for minor anomalies, in order to analyse the issue and find a solution (excluding code). In the event of an anomaly which cannot be resolved immediately for any reason and/or which requires new development, the COMPANY will offer a remediation plan within a technically, structurally and financially reasonable timeframe.
 - **Minor anomalies:** these relate to bugs affecting the convenience and fluidity of use of the Product, for example, related for instance to a request to move an element on the dashboard or to replace a double click with a single click. These will be addressed and resolved with each Product release, and in any event, not before the aforementioned minimum timeframe.
 - **Major anomalies:** these relate to annoying bugs of varying severity, but which do not completely prevent the use of the Product, for example, due to the inaccessibility of a feature.
 - **Blocking anomalies:** these relate to situations in which the Product would be unusable.

*A ticket is considered “qualified” when it contains all the necessary elements allowing the COMPANY to reproduce the anomaly, including but not limited to: system logs, photos or videos allowing the understanding of the anomaly, a description of the anomaly, and detailed examples of the impact on operating conditions of the Product. The qualification of the ticket triggers the aforementioned timelines, which are then suspended until qualification if any element is missing.

¹ Preventive maintenance covers potential Product updates.

Corrective maintenance covers potential Product malfunctions.

Curative maintenance covers defects in the Equipment and the Product's host infrastructure (both belonging to the USER).

**In the event that the USER requests extensive intervention that may include a physical visit from the maintenance manager (for example, if the USER experiences difficulties in qualifying its ticket), the maintenance manager's travel expenses will be borne by the USER.

Since the COMPANY has no influence over the Product's hosting infrastructure² and over the Equipments once delivered, the Parties acknowledge that corrective maintenance (including maintaining the Product's hosting infrastructure in operational condition and the Equipment warranty) is not the COMPANY's responsibility, who may not be held liable for it under any circumstances, notwithstanding any COMPANY Service.

15. Warranty - Disclaimer

The COMPANY guarantees that the Product will operate substantially in accordance with the Documentation relating thereto for the Duration of the Agreement as from the Delivery, unless otherwise agreed in writing.

The Product is provided "as is". The COMPANY does not make any representation or warranty, express or implied, as regards the accuracy, purpose, completeness, up-to-dateness, relevance, merchantability, suitability or fitness for any purpose or particular need of the Services, nor that their use will increase anyone's resources, nor that their operation will be uninterrupted or error-free.

Within the limits of the mandatory legal provisions in force, and except in the event of gross or intentional negligence or misconduct on the part of the COMPANY, the above warranty will not cover the defective conditions (including defects, failures, breakdowns, malfunctions), non-conformities, or any damage whatsoever, caused by, resulting from or linked to, in a non-limiting manner:

- Failure to properly follow the installation process and/or instructions for use (such as the use of products, software, consumables, or accessories incompatible with the Product) and/or a lack of routine maintenance, supervision, or care;
- A cause external to the Product (including, without being limited to: the USER's network; inadequate storage and poor environmental conditions, in particular those related to temperature and humidity, shock, lightning, fire, water damage of any nature, the effects of variations in or inappropriate electrical voltage, parasites/interferences emanating from the electrical network or the earth, contact with various liquids, any vermin; vandalism, malicious actions; any modification, including any software modified or added, made to the Product requested or made by the USER; repairs, work - including opening or attempting to open the Product, or maintenance of the Product not undertaken by the COMPANY) or more generally any factor external to the COMPANY;
- Any Equipment, or any malfunction, defect or non-conformity of the Equipment itself;
- Any material provided or chosen by the USER;
- Data loss (and lack of backup by the USER);
- Temporary interruptions of access to the Services, which may occur, in particular, for maintenance reasons, including the correction of bugs or errors, or in order to market new or improved features or services.

The COMPANY does not guarantee provision of updates, nor the replacement of the Equipment if it becomes obsolete due to the use of the Product with a new update.

The COMPANY guarantees the USER peaceful enjoyment of the Product for the Duration of the Agreement, under the aforementioned warranty conditions and within the territory of the Site(s), and will consequently bear all damages to which the USER would be convicted by a reasoned final court decision, on the basis of an action exclusively based on the demonstration of an act of infringement directed against him due to the proper use of the Product, provided that the alleged violation does not relate to a modification made and/or requested by the USER.

This warranty is subject to the following obligations borne by the USER:

- notify the COMPANY within five (5) calendar days and in writing of the claim or action;

² including, for informational purposes, without being limited to,

- data acquisition devices, including camera operation, firmware, IoT and associated peripherals,
- the computer and storage network, including application and equipment, OS and SSO,
- the electrical network, including inverters/UPS,
- the deployment environment, including cooling and air conditioning systems,
- the deployment environmental conditions,
- internal systems including workstations, POS, servers, databases etc,
- and the availability and information of the operational teams at the deployment site, of the USER.

- allow the COMPANY to defend its own interests and those of the USER, within sufficient time to do so, including by entering into a settlement agreement;
- collaborate in good faith in such defense by providing within the considered time limits all necessary or useful elements, information, and assistance to successfully conduct such a defense.

Subject to the mandatory legal provisions in force, the guarantee provided for in this Article is exhaustive and replaces any other warranty, express or implicit.

In addition, it only applies to the Product and Services personally provided by the COMPANY. In particular, products, components, and software from Third Parties are excluded.

The exclusive remedies for breach of the foregoing warranty shall be those set forth in Article "Liability" of this Agreement.

16. Costs

Price list – The Services will be invoiced by the COMPANY to the USER on the basis of the price list (applied in the Quotation). The number of Licence(s) (access/stream) and the agreed Site(s) are specified in the Order.

Discounts – Any discounts granted are only applicable for the term during which they were granted.

Revisions – This price list *may* be revised bi-annually by the COMPANY, in particular to take into account the eventual fluctuation of costs intrinsic to the Services (price of the hardware, hosting in case of cloud Services, deployment costs, etc). Any revision will only become applicable on the next invoicing date. In the event of disagreement, the USER is invited to contact its XXII's sales contact.

Exclusions – The prices set forth in this Agreement do not include customs, duties, taxes, deductions or any other charges that may be claimed, collected, imposed or withheld upon importation, handling, transportation, use or provision of the Product by any authority, whether central or local, and/or by any entity, official or not.

17. Invoicing and Payment

Invoicing – The amounts owed by the USER to the COMPANY as mentioned in Article "Costs" of this Agreement, increased, if applicable, by VAT at the legal rate in force on the day of invoicing, will be invoiced as from the date of the Delivery, except for (i) Deliveries outside France (unless use of CHORUS), (ii) Services exceeding a threshold³ or (iii) Services involving Equipment, for which a deposit of 30% of the price is invoiced upon Order. In any event, in order to take into consideration the reality of the costs incurred by the COMPANY during a deployment, it is clearly stated that in the absence of receipt of the signed delivery report after a period of fifteen (15) calendar days following the Delivery, the invoice is automatically issued.

Applicable taxes will be mentioned separately from the order price (excluding tax) but will then be added to the price to constitute the tax-inclusive price (all tax included). The amount of any current or future tax, withholding or charge applicable to the Product(s) will be paid by the USER except where the law provides otherwise, in which case the amount of such duties, taxes, holds and charges will be added to the price.

All prices will be established in euros, the currency used for invoicing and payment.

Parties expressly accept the dematerialization of invoices between them.

Payment – The amounts invoiced will be paid within thirty (30) days from the issuance date of the invoice, by bank transfer, without any deduction or compensation whatsoever, in euros, by the USER to the COMPANY's account indicated on the invoices.

Failure – In accordance with provisions of articles L. 441-9 and L. 441-10 of the French Commercial Code, and 1219 of the French Civil Code, any total or partial failure of payment within the allotted deadlines will automatically entitle the COMPANY, without prior notice nor prejudice to any action the COMPANY may be entitled to take in this respect against the USER:

- to demand immediate payment of the outstanding balance, and/or suspend performance of its obligations, including access to the concerned Licenses; and/or
- to payment by the USER of late payment penalties calculated on the amount including tax of the price appearing on said invoice, on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. The calculation will be made from the day following the due date for payment, until full payment; and/or
- to payment by the USER of the fixed compensation for recovery costs of 40 €.

³ Beyond ten thousand Euros (10 000 €).

18. Intellectual Property

Each Party acknowledges that the other Party was, is, and will remain at all times the sole and exclusive owner of all material and intellectual property rights, on its Background and Confidential Information, including as regards the COMPANY, without being limited to, any reproduction, correction, modification, update, improvement, new version of the Product whether acquired, detained or developed by the COMPANY, as well as any intellectual property right relating thereto, within the territory of the Site(s) and outside.

Each Party undertakes never to infringe said rights of the other Party.

It is recalled that the COMPANY's intellectual property rights have a longer duration than the Duration of this Agreement and must therefore be respected by the CLIENT even beyond expiry of its contractual relations with the COMPANY.

The authorisation of use granted under this Agreement, as well as any other stipulation, do not entail:

- any transfer of any material or intellectual property right on the Confidential Information of the COMPANY, including without limitation, any corrections, modifications, updates, improvements, new versions of the Product, as well as any related intellectual property right, within the territory of the Site(s) and outside;
- nor the publication of Confidential Information of the COMPANY (including, the source, object or executable codes of the Product);
- nor any right to use the Confidential Information of the COMPANY other than the ones explicitly granted under this Agreement.

Consequently, the CLIENT is notably prohibited from, and undertakes not to:

- A. Infringe, directly or indirectly, material or intellectual property rights of the COMPANY;
- B. Create derivative works of the Background of the COMPANY nor the Developments, in whole or in part;
- C. Modify, adapt, alter, copy, reproduce, translate, transcript in any informatic language, the Background of the COMPANY nor the Developments, in whole or in part;
- D. Analyse, decompile, disassemble or reverse engineer on the Confidential Information of the COMPANY, in whole or in part;
- E. Use nor exploit the COMPANY's Confidential Information, in whole or in part (being excluded, with regard to the use - and not the exploitation, the use of the Product in accordance with the User/Distribution License);
- F. Assign, transfer, rent, sublicense (except express sublicensing authorisation) or distribute in any way, the COMPANY's Confidential Information (except the Product as regards the distribution) and/or the User/Distribution License(s), in whole or in part, by any means;
- G. Use the Services in a manner contrary to the interests or intellectual property rights of the COMPANY, for fraudulent purposes, in a manner inconsistent with their destination and/or intended purpose, with the COMPANY's recommendations, with the public order or more generally with the governing law, nor to divert their use in whole or in part;
- H. Merge or incorporate the Confidential Information of the COMPANY, in whole or in part, into any other software, program, algorithm, content, development, platform, or other existing or future works;
- I. Use the Product specifications to create or enable the creation of a platform, software, application, or any product whatsoever with identical or similar purpose or destination as the Product;
- J. Remove, modify or alter any copyright or other intellectual property right and distinctive sign displayed on the COMPANY's Confidential Information;
- K. Communicate or make available to any Third Party, the content of the Product, its performance, its components, the documentation, its identifier, password, to Third Parties, directly or indirectly, in any form and for any reason whatsoever;
- L. File for any patent, trademark, domain name, code or any other distinctive sign or intellectual propriety right application, identical, similar or which would be confused in any way with those of the COMPANY, whether in the territory of the Site(s) or elsewhere;
- M. Query the Product's databases outside of normal use of the Product (in particular, outside of the web interfaces provided by the COMPANY, nor through injections via text fields);
- N. Log into an account other than its own;
- O. And not to attempt to do so, nor allow any person(s) to do so or attempt to do so as well.

In the event of any breach of this Article, whether total or partial, the COMPANY shall be entitled, as of right and without prior notice nor compensation, to take any action, including for infringement and damages, against the DISTRIBUTOR and/or the USER.

Developments may be initiated by the COMPANY on quotation, in order to remain as close as possible to market developments and the needs of its clients.

The Developments, intrinsically dependent on the Product's core software, remain the COMPANY's exclusive property at all times.

These Developments are offered according to financial terms estimated on a case-by-case basis. In return for payment of the agreed price, the COMPANY grants the USER a User License on these Developments for the duration of the primary User License and any renewal thereof, under the terms and conditions of Article "User License" of this Agreement, to the exception that this license is irrevocable and granted free of charge, so that the USER may use the Product including these Developments without any associated price increase.

Obligations of this Article extend to natural and legal persons who will perform the obligations on behalf of the Parties.

19. Confidentiality

The Parties acknowledge that information communicated between them, or of which they could become aware of, or to which they would have access in any way, may have any value (economic, scientific, strategic, of interest, etc.) for the Disclosing Party, therefore constitute Confidential Information for this Party, and must consequently in all circumstances remain perfectly confidential and as such, protected by the Receiving Party.

Consequently, each Party undertakes, in particular:

- to keep strictly confidential and not to disclose in any way whatsoever, even beyond the end of this Agreement and for any reason whatsoever, the Disclosing Party's Confidential Information, without the latter's prior express written consent, evidenced by the signature of a specific agreement by both Parties' representatives, and provided that the Receiving Party:
 - guarantees the adherence of said receiving Third Party, in writing, to the terms of this Article; and
 - shall have said receiving Third Party sign a confidentiality agreement not less stringent than the present provision, **prior to** any disclosure.
- to neither use nor exploit, for its own account or on behalf of a Third Party, Confidential Information (including any element related to the businesses and methods of the COMPANY), in whole or in part, whether professionally or privately, against payment or free of charge, unless explicitly agreed in this Agreement and to that sole extent;
- not to copy or otherwise reproduce, in whole or in part, any Confidential Information of the other Party;
- to communicate Confidential Information exclusively to employees who necessarily need to know said Confidential Information for the Purpose of this Agreement and solely for their respective part of it, on a need-to-know basis and provided that (i) said employees shall be notified of the confidentiality nature of said Confidential Information and the restrictions of use and disclosure with respect thereto, and (ii) that they process this Confidential Information, under the full and exclusive responsibility of the Receiving Party, in accordance with this Agreement;
- to implement all the necessary, useful and effective measures to (i) protect the Confidential Information, preserve its confidential nature and prevent any unauthorised disclosure thereof, and to (ii) ensure that persons who become aware of the Confidential Information maintain its confidentiality and process said Confidential Information in accordance with provisions of this Agreement;
- to treat all Confidential Information with at least the same degree of care as it affords to its own Confidential Information, and at least a reasonable degree of care;
- not to file any patent application (nor seek any similar protection) disclosing Confidential Information of the other Party;
- not to chemically, computationally, technically analyse, have chemically, computationally, technically analysed, or in any way attempt to determine the chemical, computational nor technical composition of any Confidential Information of the other Party;
- not to reverse engineer, decompile or disassemble Confidential Information of the other Party;
- to compensate the Disclosing Party for any damage suffered by the latter due to ignorance, disregard or non-compliance with this Article by the Receiving Party, by its personnel, any of its subcontractor(s) or any people having had access to the Disclosing Party's Confidential Information;
- return/surrender to the Disclosing Party or destroy/delete (as applicable) the Disclosing Party's Confidential Information as well as any file, document and material that contains, reflects or embodies Confidential Information in its possession, at the request of the latter or no later than fifteen (15) Working Days following expiry or termination of this Agreement for any reason whatsoever. Notwithstanding this obligation:
 - (1) The Receiving Party shall not be obliged to return/surrender nor destroy/delete (a) any reporting or decision-making documents including, without limitation, any notes, memoranda or analyses, incorporating Confidential Information and submitted to its

management for reporting or decision-making purposes concerning the Purpose; or (b) any documents which are required to be retained by any laws or regulations, or by any competent judicial, administrative or regulatory authority, or any securities exchange; or (c) a copy of this Agreement; and

- (2) The Disclosing Party acknowledges that the Receiving Party's IT system(s) may automatically back up Confidential Information stored in electronic format under this Agreement, and that it is impossible to certify that it has been fully and permanently deleted, without prejudice to Receiving Party's obligation to make reasonable efforts to render inaccessible or illegible such information.

The Confidential Information remains in any event the proprietary information of the Disclosing Party.

Notwithstanding the Duration of the Agreement, it is explicitly agreed that these confidentiality obligations will apply as from the Effective Date, for the entire Duration of the Agreement, as well as a period of five (5) years after expiration or termination of the Agreement for any reason whatsoever, and will extend to natural and legal persons who will perform the obligations on behalf of the Parties.

Without prejudice to provisions of this Article, obligations of the Receiving Party related to Confidential Information shall not apply to information which:

- (a) was already in the public domain at the time of its disclosure hereunder, or has afterwards fallen into the public domain through no act or omission of the Receiving Party nor of any other person to whom the information is disclosed pursuant to this Agreement;
- (b) is communicated to the Receiving Party by a Third Party not bound by confidentiality with the Disclosing Party and having the lawful right to disclose such information;
- (c) the Receiving Party can prove was already in its possession prior to conclusion of this Agreement;
- (d) are developed parallelly and independently of the relations between the Parties;
- (e) the Receiving Party is legally compelled to furnish by governmental order, decree or regulation, provided that in such an event, the Receiving Party shall (i) promptly notify the Disclosing Party thereof prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, (ii) mark all the documents "confidential", (iii) limit the Confidential Information disclosure hereunder to the legally required minimum (i.e. only that portion of the Confidential Information which is legally required to be disclosed) with a full copy to the Disclosing Party, and (iv) exercise its reasonable efforts to preserve the confidential nature of the Confidential Information disclosed to the relevant authority and obtain reliable assurances that confidential treatment is accorded to the Confidential Information so furnished.

The burden of proof of the above situations falls on the Receiving Party.

Detailed information is not excluded from Receiving Party's aforementioned obligations merely because such information is embraced by more general information excluded under subparts (a), (b), (c), (d) or (e) above. Neither will a combination of features be excluded unless the combination itself and its principles of operation fall within subparts (a), (b), (c), (d) or (e) above.

20. Public communications

As from the Order, the CLIENT authorises the COMPANY to display the logo and name of the CLIENT on its website and other communication media and paper and digital media, including portfolio, use case files, etc., for the purposes of promoting and enhancing the Services.

21. Liability

Considering the field of activity of the COMPANY, COMPANY's obligations constitute obligations of means. The CLIENT acknowledges that the Product is a solution inherently scalable and dependent on developments related to the technological and technical environment. The COMPANY strives to adapt its Services as best as possible to these evolutions. The CLIENT also acknowledges that access to the Services is dependent on means of communication and material resources, on the infrastructure in which the Product is deployed, on an internet connection in case of cloud Services, and on the Equipment, which do not fall under the responsibility of the COMPANY, and whose effective operation is in no way dependent on the COMPANY.

COMPANY's obligations are limited to the Delivery of the Product accompanied by corrective maintenance, and its liability is limited to the warranty provided under Article "Warranty - Disclaimer" of this Agreement. The COMPANY cannot be held liable for an exclusion of warranty.

For continuous improvement and maintenance of the Product purposes, and without the COMPANY being held liable in this respect, in case of cloud

Services, the USER authorises the COMPANY to collect infrastructure data (log, machine performance and other data invisible to the USER) and output data (elements configured and visible on the USER's dashboard) freely, it being understood that these data sets do not concern the input data (in substance, the video stream), are anonymous and do not contain any personal data.

The USER remains solely responsible for its use of the Services.

The USER acknowledges that the COMPANY cannot be held liable, for any reason whatsoever, for any harmful consequences which could arise from the non-compliant use of the Services with this Agreement.

The USER undertakes not to use the Services in violation to public order, the right to privacy, or Applicable Laws - including the GDPR and the RIA, and to obtain, where applicable, all administrative authorisations necessary for their use alongside the public.

The COMPANY cannot be held liable for any Indirect damage that may be suffered by the CLIENT.

In any event, subject to mandatory legal provisions, and in particular the French law on liability for defective products, the overall liability of the COMPANY, whether contractual, quasi-tortious or of any other nature whatsoever, towards both the DISTRIBUTOR as well as the USER, may not exceed the lower of the following amounts:

- (i) The price paid by the CLIENT to the COMPANY under the disputed Order (if multiple, the last one), and if this Order exceeds six (6) calendar months, the amount paid for the last six (6) months preceding the event(s) giving rise to the COMPANY's liability;
- (ii) Six thousand Euros (6000€) for a paid service, and one hundred Euros (100€) for a free service.

Raising different claims or similar demands does not allow the aforementioned ceiling to be increased.

The CLIENT acknowledges that any claim or similar demand may only be subject to one single compensation, and will exhaust any other related claim that may otherwise arise against the COMPANY by the DISTRIBUTOR and/or the USER.

However, notwithstanding any contrary stipulation, the global liability of the COMPANY under the guarantee specified in Article "Warranty - Disclaimer" of this Agreement, is limited, at the exclusive choice of the COMPANY, to either:

- If technically and operationally possible with regard to the COMPANY's production at the time of the Order, replace the Product with an identical Product within a reasonable time;
- Failing this, replace the Product with an equivalent Product (understood as the Product actually offered for distribution at the time of the warranty action, having the closest characteristics and costs to the Product formerly distributed in the order, any cost related to a replacement of the Equipment which may be required being excluded and not covered by this guarantee) within a reasonable time.

22. Ethics

By this Agreement, the CLIENT undertakes not to use the Services in a way that (i) is not compliant with AI ethics and principles adopted by the COMPANY in its ethics charter (available on the website www.xxii.ai.com: "Ethics & Compliance"), and/or (ii) could be classified as "high risk" within the meaning of Regulation (EU) 2024/1689 ("RIA"). The Services must also not be used to ensure that personnel perform their work properly.

If in doubt about a use case, the CLIENT is invited to contact the COMPANY immediately.

If an unethical or non-compliant purpose or use is discovered, the COMPANY reserves the right to send a letter to the CLIENT informing them of measures that may be or are being taken by the COMPANY with the CNIL. The COMPANY's liability may not be sought or incurred on the basis of this Article.

23. Insurances

The CLIENT undertakes, at its own expense, to subscribe and maintain in force throughout the Duration of the Agreement and for a time period of two (2) years following its expiry, including any extension, any and all insurance policies necessary to cover all risks and damages that may arise during its execution, with an insurance company, known to be solvent and having its registered office or representation in the European Union.

The CLIENT shall immediately inform the COMPANY of any notice of termination received from any insurer or of any substantial change in the type or amount of any insurance.

The CLIENT undertakes to pass on all the obligations of this Article to any of its subcontractors and bears alone all consequences of a failure by its potential subcontractors to comply with the obligations stipulated above. It guarantees the COMPANY the reimbursement of any sums that it would be required to pay for any reason whatsoever due to the absence, insufficiency or lapsed nature of the insurance referred to above.

24. Force majeure

Neither Party may be held liable for the non-performance, failures or delays in the performance of any of its obligations as herein provided, caused by actions of the other Party or due to a FME. Strikes limited to the CLIENT's personnel or those of its eventual authorised subcontractors shall never be considered as FME.

The Party willing to claim a FME shall immediately notify the COMPANY by email (for XXII : to its usual contact person **and** legal@xxii.fr) to justify the impact of the FME on its ability to perform its obligations by providing any document it deems useful to examine the situation, indicate the expected duration, provide its best efforts to minimise the resulting effects.

Payments owed before the occurrence of the FME are deemed to be payable.

Performance of the obligations affected by the FME is suspended for the duration of the FME and then resumed. Suspension of obligations under provisions of this Article cannot under any circumstances be a cause of liability, nor lead to the payment of damages or late payment penalties.

Upon notification, the Parties shall initiate discussions aiming at adopting appropriate measures in accordance with the circumstances.

If the event giving rise to FME lasts for a period of more than three (3) months, the Party which does not invoke the FME may terminate the Agreement immediately without any compensation being due from either side.

25. Termination

In the event of **failure*** by a Party to satisfactorily fulfill any of its obligations (the "**Defaulting Party**"), the Non-defaulting Party may terminate the Agreement, upon sixty (60) Working Days end of month after reception of a formal notice to perform sent to the Defaulting Party by registered letter with acknowledgment of receipt gone unheeded.

The termination becomes effective after receipt by the Defaulting Party of a termination letter sent by registered letter with acknowledgment of receipt.

However, in the event of **serious breach** (i.e. breach of the obligations related to confidentiality, intellectual property, compliant use or Distribution of the Services or payment), or, as regards the COMPANY, in the event that the CLIENT becomes insolvent, is subject to the imminent opening of collective proceedings or in a similar situation, the Non-Defaulting Party may terminate the Agreement by registration letter with acknowledgement of receipt by operation of law and without neither formal notice nor compensation, without prejudice to any claims for damages.

Termination would in that case become effective, at the sole discretion of the Non-Defaulting Party, at the reception date of the termination letter, or any other later date mentioned in the termination letter

The Agreement with the DISTRIBUTOR may finally be terminated by the COMPANY for **convenience**, at any time upon thirty (30) days after sending of a termination letter by registered letter with acknowledgment of receipt.

In case of termination for any reason whatsoever, the sums already paid to the COMPANY, or to be paid to the COMPANY *pro rata temporis* on the date of said termination, will be considered as acquired or due by right to the COMPANY.

The COMPANY is authorised to cut off access to the Services to the USER, at any time and without prejudice, in the event of a violation of this Agreement.

At the end of the Agreement, for any reason whatsoever, provisions of Article "**Survival**" of this Agreement shall apply.

26. Compliance

Applicable Laws – Each Party undertakes to comply with all Applicable Laws. None of the provisions of this Agreement shall be construed so as to require the commission of any act contrary to Applicable Laws.

Anti-corruption and Bribery Policy – The Parties undertake, in application of the principles enshrined in international and regional anti-corruption conventions and in order to ensure compliance with the anti-corruption laws applicable to the activities governed by the Agreement and with all other anti-corruption laws otherwise applicable to the Parties or their parent company, to respect and ensure compliance by their personnel with all applicable anti-corruption provisions, in particular by preventing and rejecting corruption in all its forms: active and passive, private and public, direct and indirect.

International Economic Sanctions Policy – The Parties must perform this Agreement in compliance with export control and international economic sanctions laws or regulations applicable to the Parties.

Neither Party shall be obliged to perform any of its obligation under this Agreement if such performance would not be compliant with, in violation of, inconsistent with, or expose a Party (the "**Affected Party**") to punitive measures, condemnation or sanctions under any laws, regulations applicable to the Parties relating to export control and/or international economic sanctions. In

this event, the Affected Party shall, as soon as reasonably practicable, notify through written notice the other Party of its inability to perform, and the corresponding reasons.

Once such notice has been given, the Affected Party may either:

- suspend the performance of its affected obligation under this Agreement until the Affected Party may lawfully discharge such obligation or;
- terminate this Agreement where the Affected Party may not be able to lawfully discharge such obligation.

Prevention against illegal employment Policy – The Parties undertake for the performance of their obligations under the Agreement to, directly or indirectly, regularly employ workers with respect of the applicable labour laws of the country where the Agreement is performed, including as regards their legal abilities to perform their obligations under the Agreement as well as their working conditions.

In this respect, the Parties certify, in particular, that it has carried out the necessary legal registrations and made the obligatory social declarations, as well as paid the social contributions and levies, to the competent local or regional bodies, according to the place where the Agreement is performed and the applicable legislation.

HSE (Health, Security, Safety and the Environment) – The CLIENT undertakes to take all necessary measures related to health, security, safety and protection of the environment, and that its subcontractors will make the same commitment. In particular he:

- shall protect its personnel, including if it uses outside personnel, in particular by:
 - assessing the risks associated with the workstation/workplace and the tasks performed by the personnel;
 - implementing preventive actions by integrating the direction, social organs, working conditions and the influence of environmental factors;
 - training its personnel on health, security, safety and environment issues.
- shall have an evacuation, fire-fighting and medical evacuation plan, if applicable;
- shall monitor the health of its personnel and have implemented internal alert system;
- ensure respect of the environmental (waste management, atmospheric emissions, transport of hazardous materials...).
- shall have an incident management system (accidents, fires, explosions, others) : any occurrence during the Agreement shall be reported to the COMPANY;
- shall cooperate on HSE matters.

Conflict of interests – The Parties, for themselves, their personnel and their potential subcontractors, commit to combating fraud and avoiding conflicts of interest, in particular where personnel interests may interfere with professional interests, including in transactions with suppliers, clients, and other entities.

Protection of Personal Data – The Parties undertake to comply with and ensure compliance of their potential subcontractors with the regulations in force on processing of personal data and in particular with (EU) Regulation N° 2016/679 (General Data Protection Regulation – GDPR), as well as Information Technology and Freedoms Act N° 78-17. In particular, they:

- Comply with the necessary prior formalities;
- Inform the concerned persons;
- Ensure data security;
- Do not transfer this data to a country that does not offer an adequate level of protection without the necessary measures in place.

When performing its obligations under the Agreement, the COMPANY may be required to have access to or to process personal data, whether on behalf of the CLIENT or on its own behalf, for the purposes of:

1/ Where XXII is a controller

- (a) procurement and delivery;
- (b) management of Orders, invoicing and monitoring of commercial relations;
- (c) deployment and maintenance;
- (d) marketing operations of the Product;
- (e) administering its defense against claims or legal actions;
- (f) complying with its legal, regulatory and contractual obligations (including the DPA).

2/ Where XXII is a processor

- (a) provision and improvement of the Services.

The COMPANY could therefore act as a subprocessor and the USER as a data controller within the meaning of the GDPR.

In order to support USERS, and in particular enable them to carry out possible impact analyses (AIPD), the COMPANY will provide, upon request from the USER and through its Data Protection Officer (dpo@xxii.fr), detailed processing sheets for the Product, aimed at fulfilling obligations under article 28

of the GDPR. These documents will enable the USER to be compliant while allowing the COMPANY to keep its processing registers up to date. In the event of an AIPD being carried out, the CLIENT undertakes to provide a copy of it to the COMPANY. It also undertakes to provide the COMPANY with the contact details of the DPO in charge.

It is worth mentioning that the Product is added to existing video surveillance systems, which it therefore only supplements. The Product is a decision-making tool, which in no case generates automated action. No authentication, identification or facial recognition is carried out by the artificial intelligence of our Softwares, and each use case is subject to prior analysis by the Ethics Committee. In addition, as part of its Services, no storage of the video stream is carried out by the COMPANY, the video stream only transiting via the COMPANY's Software, thus allowing it to issue alerts, statistics and other use cases. Finally, as of cloud Services, the servers chosen by the COMPANY are all hosted in data centers located within the European Union.

For any additional information relating to the processing of personal data and the exercise of related rights, it is possible to consult our Privacy Policy, as well as to contact our DPO available to respond to any request for information.

The Parties agree that each is a separate data controller/subprocessor and that each determines independently the purposes and means of its processing of personal data. Therefore, they undertake to implement appropriate measures to preserve the security, integrity and confidentiality of personal data collected within performance of the Agreement.

Respect of fundamental rights – Pursuant to the fundamental principles defined in particular by the Universal Declaration of Human Rights of the United Nations, the conventions of the International Labor Organization, the Global Compact of the United Nations, and the Guiding Principles of the OECD, the CLIENT undertakes to respect and ensure respect for human rights at work, including: ensuring that the working conditions and remuneration of employees are dignified and in accordance with the fundamental principles defined and protected by the above-mentioned texts, and in particular to the applicable rules relating to the prohibition of forced labour and child labour, safety at work, the establishment of an employment contract, working time, rest and parental leave, the treatment of discrimination and harassment in the workplace, freedom of expression, association and collective bargaining, freedom of thought, conscience and religion.

27. Governing law

It is explicitly agreed between the Parties that this Agreement is governed by the laws of France, without regard to its conflicts of laws principles.

28. Règlement des différends

Escalation – The Parties agree to attempt, in good faith, to first use their reasonable endeavors to resolve, through mutual consultation, any issue between the Parties arising from or in relation to this Agreement, as well as any consequence thereof.

Without any amicable settlement within a three (3) months period starting from the date of receipt of a request for an amicable settlement by a Party, the dispute shall be resolved in accordance with the procedure described below:

Mediation – The Parties agree to refer the dispute to the French “Médiateur des entreprises” (<https://www.economie.gouv.fr/mediateur-des-entreprises>).

The place of mediation shall be Paris (France), and the language to be used shall be French for French companies (and companies incorporated in French speaking countries) and English for the others, unless French is considered more suitable to the Parties.

Competent courts – If mediation does not result in the settlement of the dispute within three (3) months following the date of the filing request for mediation, each Party may submit the dispute to the competent courts of Nanterre (France), notwithstanding the plurality of defendants, any incidental claim, call for guarantee, or any emergency or protective procedure, in summary proceedings or by application, with the exception of disputes falling within the jurisdiction of specialized jurisdictions (such as in matters of intellectual property or competition), brought before the courts of the district of the Paris Court of Appeal.

29. Contract language

The Parties have explicitly chosen French for French companies (and companies incorporated in French speaking countries) and English for the others, to be the contractual language and state that this language is fluently understood and spoken by both Parties and their respective personnel involved. These GTC are a translation of the main [General Terms and Conditions of Sale and Use in French](#), so that in the event of a translation of these GTC into one or more other languages, the language of interpretation will be French with the French version (CGV).

30. Non-waiver

The fact that the COMPANY does not require the other Party to comply fully with its obligations shall neither, under any circumstances, be considered as a waiver of the obligation to comply with such subsequently, nor with any other obligation.

31. Survival

Notwithstanding expiry or termination of this Agreement for any reason whatsoever, and without prejudice to Article “Duration” of this Agreement, obligations of the Parties regarding the compliant use and distribution of the Services (including limitations of the User Licence), intellectual property, confidentiality, warranty and disclaimer, liability, governing law, settlement of disputes, invoicing and payments, as well as any stipulation of the Agreement intended to apply to the Parties beyond its end, either by expiry or by termination for any reason whatsoever, shall remain in force.

32. Assignment/transfer

This Agreement (including the Order) is concluded *intuitu personae*, as attached to the entity of the CLIENT. The CLIENT undertakes not to assign/transfer the Agreement, in whole or in part, without the prior express written consent of the COMPANY. This Agreement may be freely assigned/transferred by the COMPANY.

For clarity, in the event of an authorised assignment/transfer, the assigning Party would remain bound by its obligations relating to the Confidential Information which have accrued prior to the date of the assignment/transfer.

33. Severability

Should any provision of the Agreement be void, illegal, invalid or unenforceable by virtue of a law, regulation or a court order in whole or in part, the corresponding part of the provision shall be deemed unwritten to that extent only.

In such a situation, the Parties shall negotiate in good faith an alternative provision as close as possible from a legal and economic point of view to the nullified provision.

The remaining stipulations of the Agreement or the parts of the disputed stipulation not affected shall remain in full force and effect, and not be amended, unless the disputed stipulation proves to be an essential element of the Agreement.

34. Independence – No mandate / No further agreement

No provision in the Agreement shall be construed as :

- constituting any association, legal entity, agency, joint venture or similar arrangement between the Parties; nor
- creating an obligation or promise of one Party to enter into a lasting relationship with the other Party; nor
- an obligation to provide services, products or assistance, other than what is expressly provided for in the Agreement.

This Agreement does not grant the CLIENT any mandate to make commitments to Third Parties on behalf of the COMPANY. The CLIENT shall refrain from any act or omission that could create the appearance to Third Parties of the existence of such a mandate.

Each Party retains the right to conduct its own activities and operations as it sees fit. The CLIENT retains full independence in its management, without any subordination or representation in any form whatsoever with the COMPANY. This independence extends to the CLIENT's personnel, employees and agents, and their recruitment, which it deems appropriate in its capacity as an art market professional, as well as to the fulfilment of its social and fiscal obligations. The COMPANY shall not be held liable in this respect.

35. Subcontracting

The COMPANY may subcontract part of the tasks entrusted to it under the Agreement after having obtained the express prior written consent of the USER.

36. Notices

All notifications (legal or not) hereunder, shall be done in writing and will be deemed duly given when addressed by registration letter with acknowledgement of receipt to the addresses of the Parties's registered offices listed in the RCS on the date of dispatch for French companies, and the reasonably known registration addresses for others (or to any new address duly notified to the other Party).