GENERAL TERMS AND CONDITIONS OF SALE OF THE XPERTEYE SOLUTION (UPDATED 16/01/2025)

I - GENERAL PROVISIONS

1.1. These General Terms and Conditions of sale (hereinafter "**Terms and Conditions**") determine the conditions applicable to the purchase of equipment and the right to use the XpertEye suite of applications edited by AMA, together the "**XpertEye Solution**" or "**Solution**", by a Customer and its Users.

1.2. Any use made of the Solution implies the unconditional acceptance of these Terms and Conditions. The Terms and Conditions prevail over Customers' purchase terms and conditions or any other documentation. The applicable Terms and Conditions shall be those in force at the time the order is placed.

1.3. Any order placed by the Customer entails the latter's unconditional and unrestricted adherence to the prices and Terms and Conditions.

1.4. AMA and the Customer may be referred to hereinafter separately as a "**Party**" and together as the "**Parties**".

II - DEFINITIONS

Each time they are used in these Terms and Conditions, the terms below will have the following meaning:

2.1. Affiliated Company – means any other legal person which directly or indirectly controls, or is controlled by, or is under common control with, one of the Parties for as long as such control exists. "*Control*" means the direct or indirect ownership of more than fifty percent (50%) of the shares, or in the absence of such ownership, the direct or indirect possession of the power to direct or arrange the direction of the management and policies of the Party. Unless otherwise specified, Affiliated Companies are not Third Parties within the meaning of these Terms and Conditions.

2.2. Customer – means natural or legal entity acting in the context of its professional activity and having subscribed to the Terms and Conditions.

2.3. Hardware – means connected equipment supplied by AMA and equipped with the Software, which may include (but is not limited to) connected glasses, smartphones, tablets, laptops, cameras/endoscopes, etc.

2.4. License – means the right to use the Software.

2.5. Software – means all versions of the XpertEye software packages published by and owned by AMA Corporation PLC (parent company of the AMA group), in the version described in the License, including all documentation relating to the Software.

2.6. Solution – means the mobile remote assistance solution developed by AMA Corporation PLC (parent company of the AMA group) and marketed under the brand XpertEye. The Solution consists of Software embedded on Hardware and/or accessible via the Website or the app.

2.7. Specific Terms and Conditions – means contractual provisions pertaining to a Customer's order as detailed on the corresponding quote and/or purchase order.

2.8. Terms and Conditions – means these terms and conditions of sale of the Solution, comprising the Software License, the sale of Hardware and/or other services subscribed to with AMA in relation to the Solution, for the purpose of the use of the Solution by the Customer and its Users.

2.9. Third Party – means legal or natural person other than the Parties (AMA and the Customer) or Users.

2.10. Users – means natural and legal entity using the Solution acting on behalf of the Customer or duly authorised by the Customer, and therefore AMA, to use the Solution under the Terms and Conditions. Unless otherwise specified, comprehends Affiliated Companies.

2.11. Website – means Internet website accessible at the address given during the deployment of the Software and enabling a secured access to the Software.

III - APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

3.1. Any questions relating to the Terms and Conditions, including any orders they cover, will be governed by and construed in accordance with German laws.

3.2. In the event of a dispute relating to the Terms and Conditions, and the orders they cover, the Customer agrees to the exclusive jurisdiction of the competent commercial court located where AMA has its registered office, even in case of emergency procedures, introduction of Third Parties, incidental claims or plurality of defendants. However, and before taking any legal action, AMA and the Customer undertake to try and resolve any dispute arising hereunder amicably and in good faith within sixty (60) days of the first notification of the dispute. However, this clause does not affect the right of AMA or the Customer to seek emergency relief for the protection of its rights.

3.3. In any case, the disagreement may also be settled, at AMA's request, through arbitration before an arbitral tribunal made up of three (3) arbitrators, with each Party designating one (1) arbitrator and the third arbitrator being nominated by the two aforementioned arbitrators, or, failing such agreement, by the president of the competent commercial court where AMA has its registered office. The arbitration shall take place in Köln in the English language, unless otherwise agreed between the Parties, and will be judged in accordance with German laws. The arbitrator's decision is final and is not subject to appeal.

3.4. AMA and the Customer shall, as far as reasonably practicable, continue to perform their obligations hereunder, even in the event of a dispute.

IV - ORDERS

4.1. Orders of Hardware and/or Licenses must be issued by returning the Specific Terms and Conditions previously sent by AMA and duly signed by the Customer. Agreements are not validly concluded until AMA has sent written confirmation or begun to execute the corresponding orders, and only after any required down payments have been made. However, all purchase orders are binding on the Customer once issued, whoever the holder or signatory.

4.2. Any modifications submitted by AMA at the time of confirming the order will be deemed accepted in full unless the Customer objects in writing within three (3) working days from the date of their communication, and at the latest before delivery.

4.3. No orders may be cancelled and/or transferred without the agreement of AMA.

4.4. The Customer's Affiliated Companies may only order Hardware and/or Licenses with AMA's prior written consent. In case of acceptance, the Customer's Affiliated Companies will be subject to the same terms as the Customer under these Terms and Conditions. The Customer agrees to cover payments by its Affiliated Companies in respect of orders placed under these Terms and Conditions in the event of non-payment by its Affiliated Companies within sixty (60) days from the date of the corresponding invoice.

V - PAYMENT

5.1 – PRICING

5.1.1. The purchase price of the Solution is as indicated on the quote in compliance with the Specific Terms and Conditions. Hardware is invoiced at the applicable rate at the date of placing the order. Shipping costs are included in the Specific Terms and Conditions depending on the delivery method used and come on top of the Hardware price.

5.1.2. Services not included in the purchase offer are excluded from the above-mentioned price and will be invoiced separately, as will any withholding tax that may be applicable in the event of payments from outside of Germany, which will be payable by the Customer.

5.1.3. In case of contractual commitment to the "Enterprise" model, pricing tiers shall be reviewed at the anniversary date of the order. During the term of the "Enterprise" model, if the Customer exceeds the subscribed tier, the pricing tier will be adjusted upwards on the anniversary date and for the following year. No downward adjustment is possible.

5.1.4. Prices indicated in the quote are binding. The Customer may not withdraw from its contractual commitments for the License duration subscribed to under an order.

5.1.5. If no objection is received from the Customer within fifteen (15) days of the invoice date, the invoice will be deemed to have been irrevocably accepted in its entirety by the Customer.

5.1.6. AMA reserves the right to change its prices at any time. For the avoidance of doubt, prices for a given quote and/or order will remain binding for the entire duration of that quote and/or order.

5.2 – METHOD OF PAYMENT

5.2.1. Prices are indicated in euros, unless otherwise indicated in the Specific Terms and Conditions, and do not include taxes and any other charges (e.g. delivery costs).

5.2.2. Invoices will be sent by email. Unless otherwise stipulated in the quote or purchase order, payment must be made in full.

5.2.3. Payment should preferably be made by bank transfer, or with AMA's agreement by cheque, within thirty (30) days of the invoice date.

5.2.4. In any event, AMA may claim any guarantee, down payment, reduced payment period and/or full payment before the execution of orders, in the case

of a first order and/or in case of a risk of Customer's insolvency and/or risk of recovery problems and/or in the absence of references deemed satisfactory to AMA and/or for any other reason of a similar nature.

5.2.5. Payment is deemed to be successful when funds have been made available to AMA, i.e. when the amount is credited to AMA's accounts. No discount shall be granted for early payment.

5.3 – LATE OR DEFAULT PAYMENT

5.3.1. In the event an invoice remains unpaid by its due date, in whole or in part, AMA reserves the right, without notice, to (i) apply late payment penalties calculated from the due date up until full payment at a rate equal to 8% of the amount excluding tax per order in addition to the payment of a fixed indemnity of 40 euros for recovery costs, without prejudice to any damages actually suffered by AMA, (ii) suspend the execution of ongoing orders, (iii) cancel any credit notes, discounts or rebates excluding tax obtained on invoices established or to be established, as well as the immediate payability of all outstanding amounts to AMA, and (iv) terminate after fifteen (15) days following presentation of a formal notice of default of payment all ongoing orders whether or not payment is due, being able to retain any down payments made without prejudice to any other damages and interests and any other costs.

5.3.2. Customer shall reimburse any costs incurred by AMA because of a default payment on the due date giving rise to dishonored cheques, and by recovery of the sums due, including law officials and legal agents' fees.

5.3.3. Notwithstanding clauses 5.3.1 and 5.3.2, if the Customer is a public entity, in the event an invoice remains unpaid by its due date, in whole or in part, default interest will be automatically applied calculated from the due date until the effective date of payment.

5.3.4. AMA reserves the right to set or reduce Customer's outstanding amounts and adjust its payment terms at any time.

VI - LICENSE TERMS AND CONDITIONS

6.1 – PROVISION OF THE SOFTWARE

6.1.1. Prerequisites

To use the Software, the Customer must ensure for itself and its Users, at its own cost, that the configuration of its IT equipment used for the Software and its necessary Internet, Ehernet and/or mobile network connections are appropriate, compatible and operational. The Customer and its Users acknowledge that AMA cannot be held liable for any interrupted access to the Software due to the Customer or its User's technical resources.

6.1.2. Installation

Unless a specific request has been made for additional assistance with the Software's installation, the Customer and/or its Users will, at their own expense and risk, be responsible for installation of the Software in accordance with the instructions provided by AMA.

6.1.3. Codes for access and use

Following their order and after payment of any agreed deposit, the Customer and/or User will receive or choose a username and password. The Software will be deemed delivered to the Customer once the username and password are provided to the Customer.

The usernames and passwords allocated to the Customer and its Users are confidential. In any event, the Customer is responsible for itself and its Users for the use of usernames and passwords allocated or generated and must ensure that their confidentiality is respected by its Users.

The Customer must also ensure that only authorised persons have access to the Solution, and that Users comply with these Terms and Conditions which the Customer undertakes to bring to their attention.

Users must immediately inform the Customer of any fraudulent use of the Software of which they may be aware, so that the Customer can in turn immediately inform AMA of the same.

In particular, Users must (i) ensure that they do not communicate their Software access codes to Third Parties; and (ii) secure any communication of their access codes and data storage in such a way as to prevent hacking or distribution of said codes to unauthorised persons.

6.1.4. Term

The Software License shall be granted for terms of twelve (12), twenty-four (24) or thirty-six (36) months. The Customer commits to the binding term of the Software License subscribed to in the Specific Terms and Conditions. Therefore, the Customer may only terminate the License prior to its term in case of a breach by AMA of its legal and/or contractual obligations.

6.2 – SCOPE OF RIGHTS OF USE GRANTED

6.2.1. By subscribing to the Terms and Conditions, AMA grants the Customer the non-exclusive, non-assignable and personal right to use the Solution and its documentation, excluding access to source codes, that is:
- Solely for its own needs of the Solution and those of its Users;
- For the Hardware and configuration described in the Solution's documentation; and
- For the term of the subscription.

6.2.2. The Customer and each User shall use the Software in accordance with these Terms and Conditions and the EULA available within the Software and on request.

6.2.3. The Customer and its Users are prohibited from engaging in any type of use not expressly authorised by the Terms and Conditions, in particular:
- Making copies for backup;
- Correcting or having a Third Party correct any errors and/or bugs in the Software;
- Loaning or making the Software available in any way to Third Parties;
- Distributing or placing the Software on the market, whether for a consideration or free of charge, or using it for the purposes of training Third Parties;
- Decompiling the Software, even for interoperability purposes, without AMA's prior written consent;
- Translating, adapting, arranging or modifying the Software with a view to creating functions, whether derived or new, of a derivative or new software;
- Carrying out research using the Software for the purposes of creating derivative or competing products.

6.2.4. The Customer undertakes for itself and its Users to allow representatives or any other agents of AMA to ensure that the Software is being used in accordance with the Terms and Conditions and Specific Terms and Conditions.

6.2.5. In case of a breach by the Customer and/or User of any of its obligations under the Terms and Conditions or any other contractual obligation, its corresponding rights of use may be immediately and automatically suspended and/or terminated by simple notice, without prejudice to any claim by AMA for damages.

6.3 – PROPERTY

6.3.1. The Terms and Conditions and the License they govern do not confer any title or rights of property to the Software and its documentation on the Customer and Users. These remain the exclusive property of AMA regardless of the format, computer language, Software medium and language used.

6.3.2. Consequently, the Customer and Users are prohibited from engaging in any acts likely to infringe this property right.

6.4 – AMA'S SOFTWARE RESPONSIBILITIES

6.4.1. AMA warrants that the Software performs as described in the specifications and descriptions contained in its documentation. The Customer acknowledges, however, that the Software cannot be tested in all possible combinations and operating environments and that it is not possible to produce computer programs known to be error-free or to operate uninterruptedly, and that not all errors are rectifiable.

6.4.2. AMA cannot be held responsible for damages resulting from:
- The Customer and/or its Users' failure to carry out their obligations according to the Terms and Conditions;
- The misuse of the Software by the Customer and/or its Users;
- The malfunctioning of the Software which:
  o Is caused by modifications made to the Software and/or softwares and/or Hardware part of the Software by the Customer and/or its Users and/or any Third Party not authorised by AMA;
  o Comes as a result of the Customer's refusal to carry out corrections, revisions and/or updates and/or workarounds, including outside of the maintenance agreement, relating to the Software to resolve malfunctions or prevent them from occurring;
  o Is not attributable to the Software.

6.4.3. Furthermore, AMA cannot be held responsible for:
- The economic efficiency of the Software;
- Any damages caused to goods not part of the Software;
- The suitability of the Software to the Customer and its Users' needs, which is the Customer's responsibility;
- Any loss or damage to information, files or databases or any other element that the Customer and its Users hereby undertake to protect;

- Any contamination of the Customer or Users' files with a virus and any damaging consequences arising from this contamination, unless AMA is at fault.

6.4.4. AMA is not liable for any unforeseeable damages or indirect and/or non-material damages, such as loss of earnings, financial or commercial damage, loss of customers, loss of orders, non-material or personal damages arising as a result of the use of the Software.

6.5 – CUSTOMER'S SOFTWARE RESPONSIBILITIES

6.5.1. The Customer personally guarantees its own compliance and that of its Users with the Terms and Conditions.

6.5.2. The Customer is solely liable for their use and that of their Users of the Software, as well as the use and exploitation of their results, and AMA may under no circumstances be held liable in this respect.

6.5.3. The Software shall be used under the sole direction, control and responsibility of the Customer and its Users. The Customer takes the entire responsibility for any damages caused to AMA, its distribution partners, associated service providers and subcontractors, to other users of the Software and any other legal or natural person, consecutively to a breach of the Terms and Conditions by the Customer and/or its Users.

6.5.4. The Customer, and Users it is liable for, are solely responsible for making regular backups of all data processed directly or indirectly using the Software, as well as the use made of that data. In this respect, the Customer acknowledges that at the end of the corresponding Licence, it will no longer be possible for the Customer and its Users to access the Software, and its data where applicable, and that AMA will under no circumstances be liable for any loss of data after this date due to a failure on the part of the Customer and/or its Users to back up this data.

6.6 – ADDITIONAL SOFTWARE SERVICES (MAINTENANCE, SUPPORT, HOSTING)

6.6.1. Duration and termination

The services described below apply subject to having subscribed to the Licence and take effect from the subscription's effective date.

In any event, the services will end automatically and immediately on the date on which the Customer and/or User's right to use the Software to which the services relate ceases.

6.6.2. Scope of services

AMA carries out the diagnosis of the reported issue on the Software and then sets forth the correction. Only the work explicitly defined hereunder and described in AMA's SLA is included in the agreed price.

(i) *Technical assistance*

The assistance and troubleshooting service deals with any technical difficulties encountered by the Customer or User when using the Software. Any question in relation to implementation of the Software, or having to do with its technicalities, shall be directly answered by AMA's Technical Support.

(ii) *Updates*

AMA undertakes to send the Customer updated versions of the Software and corresponding documentation as soon as reasonably practicable.

The Customer, and User, should ensure that its IT platform and operating system meet the minimum configuration requirements for the Software to function properly.

The Customer remains solely liable for not carrying out relayed updates, and for possible resulting issues. Should an update be incompatible with the previous version, AMA commits to providing the Customer with migration tools.

Maintenance also includes compliance with WebRTC implementation.

(iii) *Exclusions*

AMA shall not implement corrections in the following cases:

- Refusal of the Customer and/or Users to collaborate with AMA in solving anomalies and answering all information requests;
- Using the Software in a way that is not compliant with its purpose and/or Terms and Conditions;
- Unauthorised modification of the Software by the Customer, Users or a Third-Party;
- Failure of the Customer and/or Users to fulfil their obligations;
- Failure of networks, including the Internet;
- Voluntary damage, malevolence and/or sabotage;
- Deterioration due to force majeure.

(iv) *Other services*

Any other requested services besides those provided in (i), (ii) and excluded in (iii) hereabove have to be approved beforehand by AMA and will be invoiced separately.

6.6.3. Hosting

Unless otherwise indicated in the Specific Terms and Conditions, AMA takes responsibility for and ensures hosting of the Software and all related flows, subject to approval of and compliance with technical prerequisites mentioned in the Terms and Conditions.

6.6.4. Application Programming Interface (API)

In case of an API with a software not developed by AMA at the Customer's request, AMA disclaims all liability for any malfunction of that software, or any malfunction caused to the Solution by the API and/or by that interfaced software. The Customer cannot terminate any contract with AMA due to a malfunction of the interfaced software.

6.6.5. Cooperation/Information

The Customer undertakes to cooperate with AMA and/or its subcontractors and provide them with the information and/or documents necessary for execution of the services.

6.6.6. Lead time

AMA shall endeavor to carry out its services within the deadlines set out in the SLA.

However, unless otherwise stipulated, the Customer is reminded that the indicated deadlines are given for information purposes only. The Customer may not invoke a delay in execution in the event that it is not up to date with its contractual obligations, particularly with regard to payment, or if AMA has not had the information and/or elements necessary to perform the services in good time, or in case of force majeure.

VII - SALE OF HARDWARE TERMS AND CONDITIONS

7.1 - RETENTION OF TITLE

7.1.1. Hardware is sold subject to retention of title until its full payment. In this regard, payment means actual payment to AMA's account of the Hardware price and related costs.

7.1.2. Under no circumstances may the Customer pledge or give the Hardware as collateral, nor grant security interests on the Hardware, before its full payment. Furthermore, the Customer may not resell Hardware subject to retention of title except for the normal requirements of its business, and any resale of Hardware is strictly prohibited in the event the Customer cannot honour its debts.

7.1.3. In the event of non-payment by the Customer, even partial, at a due date, AMA may claim the unpaid Hardware or its resale price, assuming that the Hardware stored on the Customer's premises is the one unpaid for. In such circumstances, the Customer must immediately return the unpaid Hardware at its own expense to AMA upon first request. AMA shall retain any down payments made as damages, without prejudice to any other compensation.

7.2 - TRANSFER OF RISK

7.2.1. It is expressly agreed, notwithstanding the retention of title clause, that the Hardware is deemed to be in the Customer's care from the date of delivery as defined in clause 7.3 below.

7.2.2. Furthermore, from delivery, the Customer shall solely bear any risks that the Hardware may undergo or cause, for any reason whatsoever, even in case of force majeure, fortuitous events or events caused by a Third Party. In addition, the Customer must subscribe to an insurance policy for risks related to the Hardware from the Hardware's transfer of risk until full payment, and inform AMA forthwith of any event of a nature that may affect this insurance policy.

7.3 – SHIPPING AND DELIVERY

7.3.1. Delivery of the Hardware shall be deemed effective when it is made available to the Customer at a delivery location agreed with AMA, and upon signature of the carrier's proof of delivery. To this end, the delivery of export orders will be done DAP "Place of destination", Incoterms ICC 2020. Risks shall transfer from AMA to the Customer as soon as the Hardware is made available for unloading, unloading being at the Customer's risk. All shipping costs will be invoiced to the Customer. In case of importation, the Customer is responsible for import clearance and any applicable local taxes or import duties.

7.3.2. Delivery times are provided for informative purposes only and delays of less than fifteen (15) working days shall not lead to cancellation of orders or payment of penalties. In any event, the Customer may not protest a delay in execution in the event that it is not up to date with its contractual obligations, particularly with regard to payment, or if AMA has not had the specifications and/or information necessary for delivery, or in case of force majeure.

7.4 - CONFORMITY / ACCEPTANCE

7.4.1. AMA is only required to ensure conformity of the Hardware with the corresponding technical documentation, available on request, and with the

specifications of its offers. The Customer remains solely responsible for the choice of Hardware and its suitability with the results it is expecting from it. When AMA sells Hardware for which it does not perform installation, the Customer shall be solely responsible for its actions in this regard.

7.4.2. Conformity of the Hardware (external appearance and operating condition, absence of defects, number, etc.) must be checked by the Customer upon delivery, in the presence of the transporter if need be. The costs and risks related to checking the Hardware shall be borne by the Customer as well as proof of the missing items, defects and/or any anomalies in the Hardware.

7.4.3. Any reservation or dispute regarding conformity of the Hardware must be recorded on the delivery note and AMA must be notified in writing within three (3) working days following delivery of the Hardware.

7.4.4. If the conditions and procedure set out at clauses 7.4.2 and 7.4.3 are not met, the Hardware will be deemed compliant and accepted by the Customer, and AMA will not be held responsible in this regard, the Customer being responsible for any damage suffered by AMA due to non-compliance with this procedure.

7.5 - RETURNS

7.5.1. As determined in the SLA, no return of Hardware will be accepted unless it has been subject to the express prior agreement of AMA. Hardware returned must be in perfect condition given normal wear and tear, in its original packaging, with the original barcode label if there was one, and must not show any sign of usage and/or transformation.

7.5.2. All returns accepted by AMA will lead to the replacement of the returned Hardware, following qualitative and quantitative check, to the exclusion of any damages to the Customer's benefit for any reason whatsoever. In order to ensure continuity of use and with the Customer's consent, spare Hardware shall be sent to the Customer prior to checking the returned Hardware. Replacement Hardware may be new or refurbished.

7.5.3. In case AMA's verification of the returned Hardware shall establish that the returned Hardware is not covered by the warranties hereunder mentioned, AMA shall invoice the spare Hardware at the rate applicable on the date of delivery of the Hardware.

7.6 - WARRANTIES

7.6.1. Unless otherwise stipulated, and as detailed in the SLA, excluding any other legal warranty, Hardware sold by AMA is under contractual warranty for one (1) year from delivery in case of malfunctioning, excluding accessories (i.e. parts, excluding Hardware, such as headbands, protection glasses, holsters, cables (non-exhaustive list)). This warranty does not cover cases of theft or damage, in which case the Customer will have to reimburse the purchase price of the Hardware as indicated in the Specific Terms and Conditions.

7.6.2. In order to avail itself of its rights under this contractual warranty, the Customer must immediately inform AMA in writing of any defect in the Hardware and must provide proof of such defect. In any event, the enforcement of this warranty is subject to presentation of the defective Hardware's purchase invoice by the Customer. The Customer must give AMA every opportunity to investigate the defects' causes and find a solution. The repair, replacement or modification of the Hardware during the abovementioned warranty period shall by no means extend the warranty's duration. In the event of transport of Hardware under warranty, the outbound transportation costs shall be borne by the Customer.

7.6.3. Unless there is a proven fault on AMA's part, if employees of AMA travel to the Customer's premises, costs of any nature, as well as time spent, shall be borne by the Customer.

7.6.4. In any event, are excluded from this warranty:
- Obvious defects, meaning defects that are visible and were not reported by the Customer when the Hardware was delivered;
- Defects and/or deteriorations caused by normal wear and tear;
- Defects and/or deteriorations caused by negligence, poor maintenance, misuse, incorrect settings, abnormal, faulty or excessive use, or a lack of supervision by the Customer or User, particularly with regard to applicable regulations and/or recommendations provided by AMA;
- Defects and/or deteriorations caused by instructions and/or specifications of the Customer;
- Defects resulting from conditions or environment of use that are either unsuitable or not specified at the time or ordering, storing or moving the system;

- Operating defects resulting from an act of vandalism, accidental incident (fall, impact, surge, or chemical, electrochemical or atmospheric influences), force majeure event or natural disaster.

7.6.5. Any intervention on or modification of the Hardware by the Customer and/or its Users or a Third Party, without the prior written consent of AMA, automatically voids the warranty.

7.6.6. Spare Hardware not covered by the warranty may be provided and shall be invoiced separately.

VIII - INTELLECTUAL PROPERTY

8.1. Using the Software does not transfer any intellectual or industrial property rights on the Software and/or Solution. The Customer shall not have any intellectual or industrial property rights to the work, plans, preliminary projects, studies and designs which it has been sent during the negotiation, conclusion and/or execution of an order. AMA only authorises the Customer to use the results of its work and services within the limits of its personal needs. The Customer shall refrain from making commercial use of the work, plans, studies and preliminary projects or transfer them to Third Parties, whether for a consideration or free of charge, on any grounds whatsoever, without the prior written consent of AMA. All updated and upgraded versions of the Software remain the sole property of AMA.

8.2. AMA warrants the Customer against any risk of claim or action brought by Third Parties due to a violation of their intellectual property rights on the elements provided by AMA under an order. As such, AMA guarantees the Customer in advance against any claim, of whatever nature, emanating from one of its employees or Third Parties in this regard. In the event a case is brought against the Customer, all rights, costs, fees and damages to which it may be sentenced will be borne by AMA. AMA will stop the counterfeiting, at the Customer's choice, either (i) by providing, at AMA's costs, an element equivalent to the element that is subject of an action in violation of rights, within a timeframe deemed by the Customer to be compatible with its activity, or (ii) by obtaining, at AMA's costs, for the Customer the right to continue to use the said element, or (iii) if neither of the two possibilities hereabove is feasible within a timeframe compatible with the Customer's activity, by refunding the Customer all sums paid under the corresponding order.

IX - CONFIDENTIALITY

9.1. AMA and the Customer shall refrain from communicating to anyone, directly or indirectly, without the prior consent of the other Party, all or part of the confidential information communicated to them by the other Party, or of which they may have become aware in the course of their business relationship.

9.2. AMA and the Customer undertake to implement and maintain adequate security measures to protect confidential information from access or use by unauthorised persons and to ensure that any personnel or professional advisors to whom one party discloses the other Party's confidential information are aware of and comply with the provisions of this clause 9.

9.3. The confidentiality obligations in clause 9.1 shall not apply to any disclosure:
- Necessary in order to enforce these Terms and Conditions or to exercise a Party's rights hereunder;
- Required by law;
- Of confidential information which is publicly available through no fault of the recipient of the confidential information or its personnel, or has been rightfully received from a Third Party without restriction or breach of these Terms and Conditions.

9.4. Upon expiration or termination of the contract between AMA and the Customer, each Party shall, at the request of the other Party, promptly return to the other Party or destroy all confidential information of the other Party in its possession.

9.5. The "*Confidential Information*" referred to in this clause 9 is any information obtained from a Party under or in connection with these Terms and Conditions, which is related to them, or which belongs to or relates to the business of the other Party, which is not public knowledge, and which:
- Is confidential by nature, or
- Is marked 'confidential', 'restricted' or similar, or
- Is provided by either Party or by a Third Party 'in confidence', or
- Is known or ought to be known by either Party to be confidential, or
- Is of a sensitive or commercially sensitive nature for either Party.

X - PERSONAL DATA PROTECTION

10.1. In the context of their contractual relationship, AMA and the Customer undertake to comply with data protection and privacy laws in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 implemented 25 May 2018 (hereinafter "**GDPR**"), and, to the extent required in connection with the commercial offer and its implementation, to pass on such data to companies affiliated to AMA.

10.2. The Customer undertakes that itself and all its Users:

- Collect, process and use personal data for the sole purpose(s) for which the Solution is meant to be used;
- Ensure the security and confidentiality of personal data processed within the framework of the General Terms and Conditions and associated orders;
- Ensure that the persons authorised to process personal data hereinunder:
  o Commit to respecting all legal obligations appropriate to confidentiality, and
  o Receive appropriate training on personal data protection;
- Take into account, with regard to its tools, products, applications or services, the principles of data protection by design and by default.

10.3. The Customer and all Users it is liable for shall remain responsible for the storage of data processed directly or indirectly using the Software as well as whatever use is made of them, and undertake to use the Solution and any personal data gathered via the Solution in such a way that is fully compliant with the GDPR and any other appliable personal data protection regulations.

10.4 AMA's processing of personal data is detailed in AMA's data protection agreement and privacy policy, which are available on request.

XI - RESPONSIBILITIES OF THE PARTIES

11.1. Each Party is liable for any direct damage that it and/or its subcontractors cause to the other Party or Third Parties as a result of the services and/or the performance of contracts covered by these Terms and Conditions under the conditions of common law and the case law of the courts.

11.2. Neither Party will be liable in the event of a breach of its obligations under the Terms and Conditions to the extent that such breach is directly attributable to the other Party failing to comply with its obligations hereunder, or to the negligence or misconduct of the other Party or its personnel.

11.3. AMA's maximum liability hereunder or in connection with these Terms and Conditions shall not exceed the fees paid and/or payable by the Customer hereunder. This limitation of liability shall not apply in the event of personal injury or death, fraud or wilful misconduct, breach of confidentiality obligations, or pursuant to clause 8.2.

11.4 In any event, AMA shall not be liable for unforeseeable damage, nor for indirect and/or immaterial damage such as, in particular, loss of profit, financial or commercial loss, loss of customers, loss of orders, moral or private loss, resulting from its services under these Terms and Conditions. AMA may not be held liable in the event of force majeure.

11.5. The Customer alone shall bear full responsibility for the content and/or form of the specifications and/or information that it communicates to AMA for the execution of its order. The Customer guarantees that it has made all the required declarations and obtained all the necessary authorisations in accordance with legal and regulatory provisions.

11.6 The provision of the Solution does not imply any involvement by AMA in any act relating to the activities of the Customer and/or the User, AMA acting solely as a third-party technology provider.

11.7 Each Party shall take reasonable steps to mitigate any loss or damage, cost or expense which it may suffer or incur as a result of any act or omission of the other Party under or in connection with these Terms and Conditions.

XII - TERMINATION

12.1. AMA may, by notice to the Customer, immediately terminate an order if:

- The Customer has breached a material provision of the Terms and Conditions and the breach is not remedied within fifteen (15) days of receipt of the notice requiring the Customer to remedy the breach, or is not capable of being remedied; or
- AMA is subject to any form of external administration or ceases its activities for any reason.

12.2 Except in the event of AMA ceasing its activities, the expiry or termination of an order shall not affect any other ongoing orders which shall continue until their expiry as indicated in the Special Terms and Conditions. Expiry or termination of an order shall not affect the rights and obligations of each Party accrued prior to the date of termination or expiry. In particular, the Customer must pay for services provided and orders placed prior to the expiry or termination date in accordance with these Terms and Conditions and the Special Terms and Conditions.

12.3. If termination is due to a breach by the Customer of a material provision of the Terms and Conditions in accordance with clause 12.1, the Customer shall not be entitled to any refund of sums already paid in respect of the corresponding order, even if the order is terminated by AMA with immediate effect.

12.4. If AMA ceases its activities for any reason, AMA may terminate any ongoing order at its sole discretion, provided that AMA shall do its best to find a suitable solution to avoid disrupting the Customer's activities.

12.5. The provisions which, by their nature, are intended to survive expiry or termination of these Terms and Conditions, including clauses 3 and 8 to 12 of these Terms and Conditions, shall remain in force, as shall any other provisions of these Terms and Conditions which are ancillary or necessary to give effect to such provisions.

XIII - FORCE MAJEURE

13.1. In case of an event of force majeure, AMA shall be released from its obligations hereunder and related orders (including its obligations to deliver the Solution) for the duration of the event and shall not be deemed to have breached its obligations toward the Customer. In this case, AMA shall send the Customer, within a reasonable time, written notice including particulars of the force majeure event. Delay or failure to give notice shall not prevent AMA from claiming suspension of its obligations. The Customer shall be entitled to cancel any order affected by force majeure, as applicable, if the force majeure event lasts for more than thirty (30) consecutive days. AMA shall under no circumstances be obliged to remedy any shortfall in deliveries of the Solution caused by force majeure.

13.2. The term "*force majeure*", as used herein, means any cause not reasonably within the control of AMA, and shall include, without limitation, the following: (i) physical events such as acts of God, fires, meteorological events which result in evacuation of the affected area, explosions, breakage or accident or necessity of repairs to machinery or equipment; (ii) interruption and/or curtailment of transportation and/or storage; (iii) acts of others such as terrorist attacks, cyber-attacks, strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; (iv) interference with or disruption of AMA's intended source of supply (or any component thereof); (v) compliance with any governmental, institutionalized or administrative regulation, order or request (except to the extent such order or request arises from AMA's failure to comply with applicable law); and (vi) any other similar or different event or contingency beyond the reasonable control of AMA, that, in each case, interferes with the ability of AMA to perform its obligations hereunder.

XIV - GENERAL

14.1. The fact that AMA does not avail itself of a prerogative recognised by these Terms and Conditions shall not be construed as a waiver by AMA of its right to avail itself of the corresponding prerogative at a later date. To waive a right under these Terms and Conditions, such waiver must be in writing and signed by the waiving Party.

14.2. Any notice given by a Party hereunder may be sent by email or by post to the address notified by the other Party for this purpose, with acknowledgement of receipt.

14.3. Each provision of the Terms and Conditions shall apply to the extent permitted by law, and the invalidity, in whole or in part, of any provision shall not affect the rest of the provision or the Terms and Conditions as a whole. In such circumstances, AMA shall replace any invalid provision with a new, valid provision and inform the Customer of such modification.

14.4. AMA may freely subcontract all or part of its obligations under these Terms and Conditions provided however that AMA remains liable in the event of subcontracting. AMA may freely assign part or all of its rights and/or obligations hereunder to an Affiliate of AMA without the Customer's prior consent. The Customer shall not assign, subcontract or transfer any right or obligation hereunder without AMA's prior written consent (which shall not be unreasonably withheld), provided that the Customer shall remain liable for any such subcontracting or transfer.