



## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions shall apply to all offers and transactions proposed by OMEA ID to the CLIENT. By placing an order with OMEA ID, the CLIENT fully and unreservedly accepts these terms and conditions. Once accepted, these clauses shall apply to all future transactions and their performance, irrespective of whether the order is transmitted by email, post or any other written form not containing these terms and conditions. Any clause to the contrary contained in the CLIENT's order and not expressly accepted in 1. Offer

- Offer.** The scope of the services shall be specifically defined in each offer according to the CLIENT's requirements as collected by OMEA ID. Unless otherwise specified, all offers shall remain valid for one month from their date of issue. After this period, OMEA ID reserves the right to amend the terms and content of its offers. Once the services have commenced, any subsequent request for additional services shall be subject to a separate quotation and additional invoicing.
- Prices.** All prices are expressed in euros and exclude taxes. Prices shall remain fixed during the first year and may be revised from the second year onwards in accordance with changes to the SYNTEC Index:  
 $P1 = PO \times (S1 / S0)$   
Where:  
P1 = revised price  
PO = original contractual price  
S0 = SYNTEC reference index applicable on the original contractual date  
S1 = latest published index applicable on the revision date
- Term.** The prices for monthly services are provided for a period of one year from the delivery date. Upon expiry, the services initially provided under the offer shall be automatically renewed for successive periods of one-year, applying the annual variation of the SYNTEC Index, unless either Party terminates such renewal by registered letter with acknowledgement of receipt sent at least three months prior to the anniversary date of the relevant services.  
In the event of multiple deliveries, the contract expiry date shall be based on the latest delivery date.
- Invoicing.** Unless otherwise agreed in writing by OMEA ID, the CLIENT undertakes to comply with the following invoicing terms:  
Solution development phase ("set-up", design, testing and deployment):
  - The CLIENT shall pay a deposit upon order confirmation. The commercial proposal shall specify the various invoicing milestones. In the event of project cancellation by the CLIENT, OMEA ID shall invoice the actual time spent by its teams up to the cancellation date, upon presentation of supporting documentation. In order to enable OMEA ID to fulfil its contractual obligations, the CLIENT undertakes to respond to requests throughout the development phase. Should the CLIENT fail to respond to OMEA ID requests within one month, the next invoicing milestone provided for under the invoicing schedule shall automatically become due and payable.
  - Hosting and Maintenance phase: Throughout the duration of these services, OMEA ID shall invoice the CLIENT upon service launch and at the beginning of each year for the forthcoming twelve-month period. Bank charges shall be invoiced monthly at the beginning of each month, following reconciliation of transactions from the previous month.
- Payment terms.** Payments shall be made by bank transfer within 30 days. The invoice issue date being deemed binding between the Parties. In the event of late payment, OMEA ID shall be entitled to charge the CLIENT penalties in accordance with Article L.441-6 of the French Commercial Code, without prejudice to OMEA ID's right to terminate or suspend the Contract as of right until full payment of all sums due.  
Any late payment shall automatically and without prior formal notice give rise to late payment penalties equal to ten times the legal interest rate in force applied by the European Central Bank, together with a fixed compensation amount of forty euros per invoice.  
OMEA ID reserves the right to claim additional damages for any loss suffered and, in this respect, to retain any sums already paid by the CLIENT.
- Intellectual property.** The CLIENT shall provide the Service Provider, upon request, with all information and data in its possession and freely available for use, which are necessary for the performance of the Contract, it being understood that the CLIENT shall retain ownership thereof.  
The CLIENT's files and data shall remain the sole property of the CLIENT. However, the CLIENT grants the Service Provider a non-exclusive right to use and process such data throughout the duration of the Contract solely

for the purpose of improving the performance of the Services and the Application offering.

The Parties undertake not to use said files and data for any purpose other than those provided for under this Contract.

Each Party shall retain exclusive ownership of its creations, patents, software, designs, trademarks, know-how and information developed or acquired prior to the entry into force of this Contract or outside the scope thereof.

- Warranty conditions.** The Service Provider warrants the proper functioning of the Application's features and programmes and their compliance with the CLIENT's requirements. In this respect, the Service Provider guarantees the technical and functional continuity of new versions of the Application. It also guarantees the security, integrity and confidentiality of the data processed and stored within the Application, as well as the availability of the Platform.  
Physical equipment (hardware) is warranted for one year.
- Liability.** In the event of a breach by either Party of its obligations under this Contract, the other Party may claim compensation for all direct losses suffered, up to a limit corresponding to the amount invoiced to the CLIENT for the Services performed under this Contract, it being understood that neither Party shall be liable for indirect losses, in accordance with Article 1231-4 of the French Civil Code.  
In all circumstances, liability may neither be limited nor excluded in cases of personal injury, gross negligence or wilful misconduct.  
Furthermore, in accordance with applicable law, the Parties may rely upon the remedies provided under Article 1217 of the French Civil Code.
- GDPR – Data protection.** Each Party undertakes, in connection with the collection and processing of personal data for which it acts as data controller under the applicable legal and regulatory framework, to comply with all legal obligations applicable to it regarding the protection of personal data and privacy, and in particular with the provisions of French Data Protection Act No. 78-17 of 6 January 1978, as amended, together with EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").  
The terms "controller", "data subject", "personal data", "processing" and "processor" shall have the meanings assigned to them under the GDPR.
- Confidentiality.** The Parties undertake to treat all information relating to the other Party as strictly confidential and shall refrain from disclosing and/or transmitting such information to any third party by any means whatsoever, except with the prior written consent of the other Party.  
Such information shall be used solely for the implementation of the services provided by OMEA ID.  
Nevertheless, the Parties expressly authorise each other to refer to their cooperation in marketing and communication materials presenting their respective business activities.
- Force majeure.** Should either Party be prevented from performing its obligations due to an event constituting force majeure as defined by Article 1218 of the French Civil Code and the case law of the French courts, the affected Party shall notify the other Party in writing as soon as possible and shall undertake to implement, without delay, all necessary measures to mitigate the effects of such force majeure, subject to the agreement of the other Party.  
If, despite such efforts, the consequences of the force majeure event cannot be remedied and the event continues for more than thirty calendar days, the other Party shall have the right to terminate the Contract by written notice to the defaulting Party, without compensation being payable by either Party.
- Jurisdiction.** These General Terms and Conditions shall be governed by French law. Any dispute whatsoever relating to sales and services provided by OMEA ID shall fall within the exclusive jurisdiction of the courts of Argent-sur-Sauldre, France.

Signature preceded by the words "Read and approved for agreement"

Surname:

First name:

Position: