

PUBLICATION SPECIFIC CONDITIONS OBS SA**1–Conditions applicable to the sale of Equipment (Delivery, acceptance, installation, maintenance, Warranties, and transfer of ownership and risks)**

Unless otherwise specified in the Contract, the following provisions shall apply:

1.1 Delivery: OBS shall deliver the Equipment in accordance with the terms set out in the Contract (including delivery locations and dates). The Customer alone shall be responsible for all costs relating to transport, insurance, customs duties, administrative authorisations, handling, and other taxes.

1.2 Acceptance of the order: Upon delivery of the Equipment, the Customer undertakes to sign the corresponding delivery note presented to it by the carrier or electronically. The Customer shall verify the proper condition and the conformity of the Equipment at the time of delivery and to notify the carrier and OBS by registered letter with acknowledgement of receipt within three (3) Days following this delivery date of any reservations regarding the delivered Equipment. Otherwise, the Customer shall be deprived of any recourse for damages that the said Equipment might have sustained during transport or delivery.

1.3 Installation of Software on the Customer's equipment: As regards the Provisions, OBS may install Software on the Customer's equipment. In this case, the Customer undertakes to make available the original media (CD ROM or other medium) containing the operating systems present on its equipment to the OBS technician. The Customer shall assume personal responsibility for any consequences that the OBS intervention on such equipment may have, particularly on the extent of the warranty or of the post-sales service to which the Customer is entitled from the manufacturer/supplier of such equipment. The Customer acknowledges that OBS has informed it that the Software can only be installed directly on the equipment and that it may be incompatible with certain applications, modems, or communication software already installed. OBS may not be held liable in the event of incompatibility between pre-existing software and any new Software resulting in failures. Before OBS intervenes to install the Software on the equipment, the Customer undertakes to back up and copy all the data and Software contained in the equipment. OBS may not be held liable if the Customer previously took all the precautions relating to the backup of the data during the installation by OBS of a new Software on the Customer's equipment.

1.4 Conditions for maintenance of the Equipment by OBS: The normal upkeep of the Equipment is not included in the contractual warranty described above and may be the subject of a specific maintenance service agreement that shall not be able to take effect more than three (3) months after delivery of the Equipment.

If the fleet of equipment is taken over, the Customer shall provide the complete list of equipment and associated serial numbers.

As part of a standard exchange of Equipment by delivery, the costs of returning Equipment shall be borne by the Customer.

The pricing conditions for maintenance shall be revisable under the conditions defined in article 8.2 of the OBS General Terms and Conditions.

1.5 Equipment Warranties

a) The warranty conditions of the Equipment are described in the Contract, without prejudice to the statutory warranty under Article 1641 of the French Civil Code. If the delivery of Equipment is delayed due to the Customer, the warranty period shall start to run from the day on which the delivery should have been made.

b) In addition, the warranty granted by OBS may in no case extend to the environment in which the delivered Equipment operates.

The contractual warranty of the Equipment shall be limited, at the choice of OBS, to the repair or replacement (on site or in the workshop) of the parts taken out of service due to flaws existing prior to the delivery within the lead-times agreed in the Contract. If OBS decides to perform the repair in the workshop, the Customer shall send the Equipment to the address indicated by OBS. If OBS decides to replace the Equipment, OBS shall ship the replacement only after the Customer returns the defective Equipment at its expense.

Repair or replacement of the damaged Equipment during the contractual warranty period shall not extend that period.

c) The OBS warranty shall not apply to replacements or repairs resulting from:

- changes and/or repairs made by the Customer without the consent of OBS;
- use not in accordance with the recommendations of OBS and/or of the Suppliers;
- damage due to abnormal use of the on-board equipment.

1.6 Transfer of ownership and risks in the event of the sale of Equipment in France.

1.6.1. The transfer of property to the Customer of any Equipment ordered is contingent upon the Customer's full payment of the corresponding price. No export may take place before full payment of the price.

1.6.2. The risk transfer to the Customer for any Equipment ordered shall be done as of the delivery of this Equipment. It shall be the Customer's responsibility to take out all the necessary insurance policies to cover these risks.

1.6.3. The Customer undertakes to maintain the indications of ownership placed on the Equipment made available to the Customer by OBS. In the event of an attempted seizure, receivership, or court-supervised liquidation, the Customer shall notify OBS immediately.

1.6.4 If the price is not paid and even in the event of insolvency proceedings (receivership or court-supervised liquidation) initiated against the Customer, OBS may request, immediately and without special formalities, the restitution in kind of the Equipment, which may not be the subject of any resale or any other property transfer process.

1.6.5 In any case, the Customer shall remain the guardian of the Equipment made available to it under the Contract for the entire term of the Contract as from the delivery of the said Equipment. To that end, the Customer shall take all measures necessary for the proper preservation of the said Equipment. The Customer further undertakes to take out

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an insurance policy with a recognised insurance company covering it against all risks of loss, theft, or deterioration and paying a sufficient benefit. OBS may request a copy of the said insurance policy at any time. The Customer shall personally assume any consequences relating to the risks of loss, theft, or deterioration of the Equipment. In all cases, the price shall remain entirely payable to OBS.

2-Conditions applicable to the receipt of Services

Unless otherwise specified in the Contract, the following provisions shall apply: Upon completion of the provision of a Service, OBS shall issue an acceptance report to be sent to the Customer. The Customer shall have eight (8) Days from the date of issuance of the said acceptance report to:

- pronounce the unqualified acceptance of this Service by returning the duly signed acceptance report to OBS, or
- pronounce the acceptance of this Service with qualification(s), stating on the signed acceptance report the nature and reason for such qualification(s). OBS shall then have one (1) month to carry out the necessary correction(s). If OBS is unable to make the necessary correction(s) within the said period of one (1) month, the Parties shall agree on a solution as soon as possible.

In the absence of a response from the Customer within the aforementioned period of (8) Days, acceptance of this Service shall be deemed unconditionally accepted. If the Services are divided into lots and/or phases, the provisions of this article shall apply for the term and the receipt of each lot and/or phase.

Specific terms of acceptance may be defined in the Contract according to the Service concerned.

3-Conditions applicable to the provision of Services (implementation)

Unless otherwise specified in the Contract, the following provisions shall apply:

- The date of implementation desired by the Customer shall be indicated on the Order Form, and OBS shall make its best efforts to comply with this date.
- OBS shall provide notification of the Implementation Date. Such date shall constitute the starting point for the invoicing for the Service.

4-Conditions applicable to the delivery and receipt of a Provision whose components are inseparable

Where OBS is committed to performing a Provision having components that are expressly stipulated as being a coherent and inseparable set of Equipment or Services (hereinafter "Solution"), the acceptance of the Solution shall be carried out in principle at the end of the period of installation of the Solution at the Customer's Site or at the OBS Site designated in the Contract. Such acceptance shall be carried out in the presence of both Parties and at the Customer's expense under the same conditions as those provided for in point 2 hereof.

5-Conditions applicable to financing of Equipment through a financial leasing company

5.1. In the event of financing of Equipment (including its accessories) and, where applicable, of an associated Service by a financing organisation, the acceptance of the order by OBS shall be subject to the production of the irrevocable approval of the financing application and the commitment of the financing organisation to pay OBS directly for the order and subject to the signing of the financing agreement by the Customer and the financing organisation.

5.2. The financial lease shall take effect on the effective date stipulated in the financial lease agreement signed between the Customer and the financing organisation.

5.3. In the event of a financial lease with a financing organisation, pursuant to the financing agreement attached to the Contract, the signing by the Customer of the notice of provision of the Equipment or, where applicable, the acceptance report for the Equipment once the installation has been completed shall render effective the leasing between the Customer and the third-party financing organisation as well as the transfer of ownership of the Equipment to the third-party financing organisation.

If the financing agreement is cancelled, the lease shall become null and void, without the invoicing of any penalty by the third-party financing organisation, and the transfer of ownership of the Equipment shall be deemed not to have occurred. OBS shall reserve the right to:

- invoice the Customer for a penalty of 70% of the value excluding taxes of the cancelled order, increased to 100% of the value excluding taxes of the order if the cancellation occurs within 10 calendar days before the delivery date;
- invoice the Customer for 100% of the value excluding taxes of the order for which the Customer refuses to sign the acceptance report once the installation has been completed.

6-Conditions applicable to cloud Services (excluding hosting of healthcare data)

6.1 Additional definitions

Customer Equipment refers to equipment belonging to the Customer, where applicable provided by OBS, necessary for use of the Service.

Experimentation refers to the use of the Service for testing purposes by using a sample of customers prior to the marketing of at least one of its components to all customers, governed by special terms and conditions of Experimentation.

Evaluation refers to the use of the Service in order to enable the Customer to assess the adequacy of the Service for its needs, governed by special terms and conditions of Evaluation.

Function refers to a component of the Service.

Beta Function refers to a Function made available to the Customer in anticipation of its commercial release in order to gather feedback from the Customer and speed up its development.

User Interface refers to any portal or application to which Users can connect to manage the Service.

6.2 Additional obligations of the Parties

6.2.1 Obligations of OBS: The Functions mentioned as being part of the roadmap are described for information purposes and do not in any way constitute any commitment by OBS regarding the provision and date of implementation of the Functions of the roadmap.

6.2.2 Obligations of the Customer: The Customer undertakes to:

- not attempt to analyse, view, or modify the configuration of OBS's platforms, other than the resources (such as virtual machines, files, directories) that are explicitly allocated to the Customer. The Customer shall be immediately responsible for any intrusion or attempted intrusion on OBS's platform or on the resources of a third party;
- not participate in any activity that:
 - threatens the integrity and/or security of any computer network or system, in particular the transmission of worms, viruses, and other unlawful codes, as well as unauthorised access to any device or information;
 - degrades or interferes with the use of a Service by another user;
 - violates generally accepted standards of conduct and use of the Internet or other networks, such as denial-of-service attacks, defacing of Web pages, port and network scans, and unauthorised introductions into systems of others.

Unless otherwise agreed between the Parties, the processing and storage of connection data between the Users and the Equipment of OBS enabling access to the networks and applications used for the Service shall be the responsibility of the Customer.

Unless otherwise agreed between the Parties, the Customer shall be responsible for the security policy of its networks, virtual machines, Software and Data, and for any procedure concerning the response to security failures and attacks. The Customer shall be solely responsible for the use of the Service and the consequences of such use as well as the content of its websites created through the Services and the use of the data that it consults, queries, and transfers on the Internet, as well as any downloads and their consequences.

Any action, in particular a new order or an order modification, carried out by a User via a User Interface shall bind the Customer.

6.3 Additional provisions relating to Implementation

In the event that the Customer has not complied with the prerequisites for which it is responsible, OBS may, in addition to the penalties referred to in article 5.2.4 of the OBS General Terms and Conditions, terminate the Customer's order, after a formal notice has remained ineffective for a period of eight (8) calendar days, without any penalty or compensation being payable to the Customer and without prejudice to the other rights available to OBS.

6.4 Additional provisions relating to the Provision, installation, operation, and maintenance of cloud Services

As part of its performance of the Contract, OBS may need to install Equipment within the Customer's premises. In that case, Customer must, at his own expense, provide the facilities, electricity supply, and assistance necessary for the implementation and proper operation of the said Equipment. All OBS equipment installed within the Customer's premises shall remain the exclusive property of OBS. The Customer shall authorise OBS to recover all of the said Equipment after the expiry of the Contract for any reason whatsoever in accordance with article 10.5 of the OBS General Terms and Conditions.

The Customer shall remain liable for all damage to and theft of the Equipment installed within the Customer's premises and shall take out the corresponding insurance policies. The Customer further undertakes not to hinder the operation of the said Equipment and not to make any modifications to or interfere with the said Equipment without prior authorisation from OBS.

Any period during which the premises of a Customer are not accessible to OBS and/or its sub-contractors shall not be taken into account for the calculation of the lead-times allotted to OBS for the fulfilment of its obligations and shall give rise to additional invoicing in the event of travel to these premises by OBS and/or by its sub-contractors. The Customer must notify the above-mentioned workers of the existence and location of any pipes, lines (e.g. gas, electricity, water, etc.) or equipment of any kind, as well as any potential risks or hazards on the sites to which the workers have access for the purposes of the Service. The Customer shall be responsible for any risk factor that may arise within the said premises. The Customer shall therefore be responsible for carrying out any necessary adjustments or compliance efforts at its expense.

For Services involving the use of virtual machines, OBS shall reserve the right to replace the virtual machines allocated to the Customer if OBS deems it necessary, particularly in the event of a change in the IT server fleet, compliance efforts, repair, or maintenance of the server. OBS undertakes to make its best efforts to inform the Customer beforehand and organise, with the Customer's assistance, the transfer of the Customer's solution to the new virtual machines.

6.5 Quality of service

6.5.1. Service Level Agreement

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OBS commits to the quality of service under the conditions defined in the “Quality of Service” document and/or in the Commercial Proposal relating to the Service concerned.

The service level agreements may involve the payment of a penalty, the amount of which is specified in the “Quality of Service” document or in the Commercial Proposal. This penalty shall constitute flat-rate compensation covering the damage suffered, excluding any claim for damages for the same reason.

The use of a platform shared between several Customers may result in limitations in the use of the technical resources and bandwidth and the speed of network access and system operation, which the Customer accepts. OBS shall reserve the right to implement tools to measure and limit the use of the technical resources and bandwidth in order to be able to provide all its Customers with the expected quality of service. If the circumstances so require (in particular in the event of abuse of the Services, detection of a security breach, judicial requisition, etc.), OBS may carry out the necessary technical and use verifications.

The service level agreements shall not apply in the following cases:

- suspension of the Service.
- any attempt by the Customer to exceed the resources allocated to it or to modify the Service (in particular, its architecture) without the consent of OBS.
- access to the Service by unauthorised persons as a result of an action or negligence by the Customer.
- failure of a software, hardware, or service component provided by a third party.
- any causes not attributable to OBS, in particular denial-of-service attack or problem on the Customer’s VPN network.
- unavailability of the Customer to help identify and resolve an incident.
- any change to the Service by OBS at the Customer’s request.
- Beta Functions, Experimentations, Evaluations, and scheduled maintenance work.
- OBS’s inability to implement a modification due to incomplete information provided by the Customer.
- outside Working Days, for commitments expressed as a number of Working Days.

6.5.2. Service credits

In the event of non-compliance, noted by the Customer and confirmed by OBS, with the commitments referred to in the “Quality of Service” document and/or in the Commercial Proposal, and upon the Customer’s express request, OBS shall issue, for the month concerned, service credits in accordance with the provisions of the said document (hereinafter “Service Credits”).

In order to obtain these Service Credits, the Customer must send to OBS the duly completed Service Credit request form, made available to the Customer by OBS on a User Interface or available from its usual contacts, to the contact person mentioned on the invoice, indicating “Réclamation SLA” [SLA Complaint] in the subject line followed by the name of the Service concerned, within a maximum of 30 days following the month of the non-compliance with the service level agreement. Otherwise, the Customer shall not be able to claim any Service Credit.

The request must detail the nature of the incident, the start and end dates and times of each observed incident, as well as the identifiers of the impacted resources. Only incidents that are the subject of a ticket may be taken into consideration. The request must also include all system traces documenting the incident for each period concerned. Traces containing sensitive or confidential data must have been previously anonymised by masking information that cannot be disclosed.

Within 30 days of the Customer’s request, OBS shall confirm in writing to the Customer the amount of the Service Credits that will be granted to the Customer, where applicable, with respect to this request. In case of disagreement regarding the level of service achieved, OBS’s records and information shall take precedence.

The Service Credits granted to the Customer shall give rise to a discount on one or more of its subsequent invoices relating to the Service for which the service level agreements were not respected, excluding any other penalty payment terms.

The total amount of Service Credits granted to the Customer over twelve months for a given Service may not exceed 5% of the annual amount of the recurring services invoiced to the Customer for that same Service and that same twelve-month period.

6.6 Additional provisions to article 13 “Audit” of the OBS SA General Terms and Conditions

- Audit “without breach”: At any time, OBS may verify the Customer’s compliance with the obligations contained in the Contract. The cost of this audit shall be borne by OBS except in the event that this audit reveals non-compliance with the provisions of the Contract. In that case, the Customer shall bear the full cost of the audit.
- Audit of “physical security measures requested by the Customer”: the Customer shall have a right of access to the premises where the servers hosting the Services made available to the Customer are installed for a maximum of one hour and in the imperative presence of a representative of OBS for the sole purposes of verifying the securing of the physical access to the data centers (surveillance cameras, management of visitor access and access badges, process of creation, modification, or removal of badge access, management of keys to the racks, and ban on camera use) and the maintaining of the environmental conditions of the services (energy and air-conditioning plans). The pricing regarding intervention of OBS is specified in the audit protocol

6.7 additional provisions regarding the article on invoicing: for the first and last invoice, the amount to be paid by the Customer is calculated on a pro rata basis

6.8. Additional provisions regarding Personal Data protection: if the Customer does not make the choice between destruction or restitution, the Personal Data shall be automatically deleted by OBS.