



GENERAL TERMS AND CONDITIONS OF SALE OF THE XPERTEYE SOLUTION

I- GENERAL PROVISIONS

These General Terms and Conditions of sale (hereafter “Terms and Conditions”) determine the conditions applicable to the purchase all equipment and video sources (“Hardware”) and the right to use (“License”) the XpertEye suite of applications edited by AMA (“Software”), together the “XpertEye Solution” or “Solution”, by a Customer and its Users.

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 documentation. The applicable Terms and Conditions shall be those in force at the time the order is placed.

The fact that AMA does not avail itself of a prerogative recognised by these Terms and Conditions shall not be construed as amounting to a waiver of the right to rely upon the same on a future occasion. Any order placed by the Customer entails the latter’s unconditional and unrestricted adherence to the prices and Terms and Conditions.

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

II- DEFINITIONS

Each time they are used within the Terms and Conditions, the following terms will be defined as follows:

2.1. Accessories – means parts, excluding Hardware, such as headbands, protection glasses, holsters, cables (non-exhaustive list).

2.2. Affiliated Company – company in which one of the Parties directly or indirectly (i) holds more than half of the voting rights; or (ii) can appoint or recall more than half of the members of the administrative, management or supervisory body or of the bodies appointed for legal representation; or (iii) has the right to conduct the business of the company. Affiliated Companies are no Third Parties within the meaning of this Agreement.

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

2.4. Services – means ‘project manager fees’, as indicated in the commercial offer, to be differentiated from services linked to the Software as defined in Section 6.6 of the Terms and Conditions.

2.5. Specific Terms and Conditions – means contractual provisions pertaining to the order of Customer as detailed on the quote and/or purchase order.

2.6. Third Party – means legal or natural person other than the Parties to the Agreement, AMA and Customer, or Users.

2.7. Users – means natural and legal entity using the Solution acting on behalf of Customer or duly authorised by Customer and/or AMA to use the Solution under the Terms and Conditions. Comprehends Affiliated Companies.

2.8. Web Site – means Internet web site 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

This Agreement and all of the rights, interest or obligations hereunder may be not assigned, directly or indirectly, including, without limitation, by operation of law, by either party, without the prior written consent of the non-assigning party, not to be unreasonably withheld; provided, however, AMA may assign this Agreement, in whole or in part to any affiliate, subsidiary or successor in interest in the event of a merger, consolidation, acquisition, reorganization, change in control or otherwise.

In making and performing this Agreement, AMA and Customer shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between AMA and Customer.

Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, each party agrees to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records

of transactions initiated or completed relating to the Services. Further, each party hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Delaware, excluding its choice of law provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. The parties agree to exclusive personal jurisdiction and venue of the United States District Court for Delaware. Nothing limits AMA’s rights to seek equitable relieve in any court of competent jurisdiction.

IV - ORDERS

Orders must be issued by returning the Specific Terms and Conditions previously sent by AMA, duly signed by 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 Customer once issued, whoever the holder or signatory. Any modifications submitted by AMA at the time of confirming the order will be deemed accepted in all their terms unless Customer objects to them in writing within three (3) working days from the date of their communication and at the latest before delivery. No orders may be cancelled and/or transferred without the agreement of AMA.

It is specified that the provision of the Solution shall under no circumstances imply the involvement of AMA in any activity of Customer, AMA intervening only as a third party technology provider.

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 rate applicable on the date of placing the order. AMA reserves the right to change its rates at any time.

5.1.2. Services are excluded from the price aforementioned and shall be invoiced separately. Shipping costs (transporter, insurance) are included in the Specific Terms and Conditions, unless otherwise agreed.

5.1.3. Prices indicated in the quote are binding, the Customer may not withdraw from its contractual commitments, in particular the License duration.

5.1.4. In case of contractual commitment to the “Enterprise” model, pricing tiers shall be reviewed at the anniversary date. 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.

5.2 – METHOD OF PAYMENT

5.2.1. Prices are indicated in US Dollars, except specific cases, and do not include taxes. The invoice is due thirty (30) days net from invoice date.

5.2.2. In any event, AMA may claim any guarantee, down payment, reduced payment period and/or full payment before the execution of orders and/or in the case of a first order and/or in case of risk of Customer’s insolvency and/or risk of recovery problems and/or in the absence of references deemed satisfactory by AMA and/or for any other reason of a similar nature. Payment is deemed to be successful when funds have been made available to AMA when the amount is credited to AMA accounts. The sale is deemed to be concluded when Customer is provided with the Solution. No discount shall be granted for early payment.

5.3 – LATE PAYMENT OR DEFAULT

If any charges are not received from Customer by the due date, then at AMA’s discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amount owing by Customer under this or any other agreement for products or services from AMA is 30 or more days overdue (or 10 or more days



overdue in the case of amounts Customer has authorized AMA to charge to Customer's credit card), AMA may, without limiting AMA's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend service to Customer until such amounts are paid in full. Unless otherwise stated, AMA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's acquisitions hereunder. If AMA has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, AMA may add the appropriate amount to the invoice and charge Customer for that additional amount, unless Customer provides AMA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, AMA (and not Customer) is solely responsible for taxes assessable against AMA based on AMA's income, property and employees.

VI - TERMS AND CONDITIONS OF LICENSE TO USE THE SOFTWARE

6.1 - TERMS OF PROVISION OF THE SOFTWARE

6.1.1. Prerequisites:

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

6.1.2. Provision:

Unless Customer has made a request to AMA for additional assistance with the installation of the Software, Customer or Users will, at its own expense and risk, be responsible for the installation of the Software in accordance with the instructions provided by AMA. To this end, following its order, Customer or Users will receive, or install and choose:

- the Software,
- a username and password.

6.1.3. Codes for access and use:

The usernames and passwords allocated to Customer and its Users are confidential. In any event, Customer is responsible for itself and its Users for the use of the usernames and passwords allocated or generated, and undertakes to ensure compliance with the provisions of the Terms and Conditions by Users. Users must immediately inform Customer of any fraudulent use of the Software of which it may be aware, Customer must in its turn immediately inform AMA of such. In particular, Users must (i) ensure that it does not communicate its codes to Third Parties; (ii) secure communication of its codes and data storage in such a way as to prevent hacking or distribution of the said codes to Third Parties.

6.1.4. Term: The Software License shall be granted for terms of twelve (12), twenty-four (24) or thirty-six (36) months. Customer commits to the binding term of the Software License subscribed to in the Specific Terms and Conditions. Therefore, Customer may only terminate the License prior to its term for cause (in case of 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 Customer the non-exclusive, non-assignable and personal right to use the Solution and its documentation, with the exception of the access to source codes that is:

- solely for its own needs of the Solution;
- solely for Users;
- for the Hardware and configuration described in the documentation of the Solution;
- for the term of the subscription.

6.2.2. Each User shall use the Software in accordance with the corresponding Terms and Conditions.

6.2.3. Customer and its Users are prohibited from engaging in any type of use not expressly authorized 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 and/or its documentation 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 the purposes of interoperability, without the agreement of AMA;

- translating, adapting, arranging or modifying the Software with a view to creating functions, whether derived or new, of derivative or new software;

- carrying out research using the Software for the purposes of creating derivative or competing products.

6.2.4. 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 the case of non-fulfilment by Customer and/or User of any of its obligations under the Terms and Conditions due to other contractual stipulations it has been assigned, 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

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

Consequently, Customer and Users are prohibited from engaging in any acts liable to compromise this right of property.

6.4 - SOFTWARE RESPONSIBILITIES OF AMA

6.4.1. Under no circumstances shall AMA be held responsible for the contamination of Customer's and/or Users' files with a virus, nor for any damaging consequences arising from this contamination, when proven that the virus contamination was not caused by AMA.

6.4.2. AMA cannot be held responsible for damages resulting from:

- the failure of Customer and/or its Users to carry out their obligations or at all under the Terms and Conditions;
- the misuse of the Software by 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 Customer and/or its Users and/or any Third Party not approved by AMA;
 - o comes as a result of Customer's refusal to carry out corrections, revisions and/or updates and/or workaround, including outside of the maintenance agreement, relating to the Software package 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 needs of Customer and its Users, which is the responsibility of Customer;
- any loss or damage to information, files or databases or any other element that Customer and its Users undertake to protect;
- any contamination of Customer's and/or Users' files with a virus and any damaging consequences arising from this contamination.

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.

6.4.5. The granting of a License shall under no circumstances imply the involvement of AMA in any acts of Customer and/or User, AMA intervening only as a technology provider.

6.4.6. Subcontracting. AMA may subcontract all or part of the services hereunder, provided, however, that AMA retains responsibility for such contracting to the extent otherwise provided under this Agreement.

6.5 - SOFTWARE RESPONSIBILITIES OF THE CUSTOMER

6.5.1. Customer and its Users are solely liable for their use of the Software, as well as the use and exploitation of their results.

6.5.2. The Software shall be used under the sole direction, control and responsibility of Customer and Users. Customer and Users take the entire responsibility for any damages caused to AMA, to its distribution partners,

to its associated service providers and subcontractors, to other users of the Software and any other legal or natural person, consecutively to a breach on the user's part to the Terms and Conditions.

6.5.3. 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 the data.

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

6.6.1. Duration and Termination:

The services apply provided that Customer purchases the License and are effective from the date of subscription to the Solution.

Provision of services to Customer shall terminate (if not earlier terminated for other reasons) upon termination of License.

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 the SLA is included in the agreed price:

(i) Technical assistance service. AMA undertakes to maintain a technical assistance service to enable Customer or Users to deal with any technical difficulty they may meet as they are using the Software at the earliest opportunity.

(ii) Update maintenance. AMA shall endeavor to carry out the Software's updates and all corresponding documentation. All substantial functional modifications are also available to Customer. Customer should ensure that its IT platform and operating system are conform to the minimum configuration required to the good functioning of the Software.

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

Maintenance also includes compliance with WebRTC implementation.

(iii) AMA shall not implement corrections in the following cases:

- refusal of Customer and/or User to collaborate with AMA in solving the defects, and in answering all information requests;
- using the Software in a way that is not compliant with its destination and/or Terms and Conditions;
- unauthorized modification of the Software by Customer, Users and Third-Party;
- failure of Customer and/or Users to fulfil its obligations;
- failure of networks, including the Internet;
- voluntary damage, malevolence and/or sabotage;
- deterioration due to Force Majeure.

(iv) Any other requested services beside 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 specified in the Specific Terms and Conditions, AMA takes over and ensures hosting of the Software and of all flows subject to approval and compliance to technical prerequisites mentioned in the Terms and Conditions.

6.6.4. Application Programming Interface (API):

In case of API at the request of Customer with a software that is not developed by AMA, AMA disclaims liability for any malfunctioning of that software, or any malfunctioning caused to the Solution by the API and/or by that interfaced software. Customer cannot terminate the Agreement with AMA due to the malfunctioning of the interfaced software.

6.6.5. Cooperation/Information:

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

6.6.6. Lead Time:

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

However, unless otherwise stipulated, Customer is reminded that the period indicated is given for information purposes only. Customer may not challenge a delay in execution in the event that it is not up to date with its obligations to AMA, particularly with regard to payment, or if AMA has not had the information and/or elements necessary to perform the particular services in good time. The order shall not be executed until Customer has paid the down payment.

6.6.7. Subcontracting:

AMA may freely subcontract part of the execution of its services.

6.6.8. Conformity/Acceptance:

Subject to applicable laws and regulations, any reservations or disputes regarding the conformity of the services must be sent by Customer within eight (8) days of receipt of documents from AMA.

VII - SALE OF HARDWARE TERMS AND CONDITIONS FOR THE SOLUTION

7.1 - RETENTION OF TITLE

Hardware is sold subject to retention of title until its full payment.

In the event of non-payment or partial payment at the due date by Customer, AMA may claim the unpaid Hardware or its resale price, assuming that the Hardware stored on Customer's premises is unpaid for. In such circumstances, 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 and interests, without prejudice to any other compensation. Under no circumstances may Customer pledge or give the Hardware as collateral, nor grant security interests on the latter, before its full payment. Furthermore, Customer may not resell the Hardware subject to retention of title except for the normal needs of its business. Resale is forbidden in the event of suspension of payment by Customer.

7.2 - TRANSFER OF RISK

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

Furthermore, from delivery, Customer shall solely bear any risks that the Hardware may undergo or cause, for any reason whatsoever, even in the case of Force Majeure, fortuitous events or if caused by a Third Party. In addition, Customer must subscribe an insurance policy for the 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 the insurance policy.

7.3 – SHIPPING AND DELIVERY

7.3.1. AMA shall be deemed to have carried out its delivery obligation from the moment the Hardware is made available to Customer. To this end, the delivery of export orders will be done DAP "Place of destination", Incoterms ICC 2020, all shipping costs will be invoiced to Customer. Risk transfers from AMA to Customer when the Hardware is available for unloading, unloading being at Customer's risk. Customer is responsible for import clearance and any applicable local taxes or import duties. Unless otherwise specified, delivery of the Hardware will be deemed effective when it is available to Customer at the determined "Place of destination", and upon signature of carrier's proof of delivery.

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, Customer may not protest a delay in execution in the event that it is not up to date with its contractual obligations, particularly with regards to payment, or if AMA has not had the specifications and/or information necessary for delivery.

7.4 - CONFORMITY / ACCEPTANCE

AMA is required only to ensure conformity of the Hardware with the corresponding technical documents, available on request, and with the specifications of its offers. Customer remains solely responsible for the choice of Hardware and the suitability of the Hardware with the results it is expecting from it. When AMA sells Hardware for which it does not perform installation, Customer shall be solely responsible for its actions.

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

Any reservation or dispute regarding the 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.

If these conditions are not met, the Hardware will be deemed compliant and accepted, and AMA cannot be held responsible to this end, Customer being held responsible for any damage suffered by AMA due to non-compliance with this procedure.

7.5 - RETURNS

As determined in the SLA, no return of Hardware will be accepted unless it has been the subject of 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 transformation. All returns accepted by AMA will lead to replacement of the Hardware returned, following qualitative and quantitative checking of the aforementioned Hardware returned, excluding all damages and interest charges, for any reason whatsoever. In order to ensure continuity of use, spare Hardware shall be sent to Customer prior to checking the Hardware returned. In case checking shall establish that the returned Hardware is not covered by the warranties hereunder mentioned, AMA shall invoice spare Hardware at the rate applicable on the date of delivery of the Hardware.

7.6 - WARRANTIES

(a) AMA warrants that the Hardware (excluding Parts) shall perform substantially in accordance with the Documentation for a period of one year after the date of initial delivery of the Hardware to Customer. Customer's exclusive remedy and AMA's sole liability under this warranty shall be for AMA to, at its option: (1) provide replacement parts and service necessary to repair the Hardware, (2) replace the Hardware with comparable hardware; or (3) refund the amount paid by Customer for the affected Hardware in exchange for the return of the Hardware. All replaced Hardware shall be returned to and become the property of AMA. Any replaced Hardware not received by AMA within ten (10) business days will be invoiced to the Customer. AMA may use new and reconditioned parts made by various manufacturers in performing Hardware warranty repairs and building replacement Hardware. AMA is responsible for shipping and insurance charges on replacements shipped to Customer.

(b) THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY AMA AND AMA DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE OPERATION OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. ACCORDINGLY THE HARDWARE IS PROVIDED "AS IS". NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AMA, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THIS AGREEMENT. SUCH WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE SO LONG AS AMA IS MAKING GOOD FAITH EFFORTS TO CORRECT DEFECTS OR FAILURES UNDER THE TERMS OF THE WARRANTY.

(c) In any event, excluded from this warranty are:

- obvious defects, meaning defects that are visible and were not reported by Customer when the Hardware was delivered;
- defects and/or deterioration caused by normal wear and tear of the Hardware;
- defects and/or deterioration caused by negligence, poor maintenance, misuse, incorrect settings, abnormal, faulty or excessive use, lack of supervision on Customer's behalf, particularly with regard to the applicable regulations and/or recommendations provided by AMA;
- defects and/or deterioration caused by instructions and/or specifications emanating from Customer;
- defects resulting from conditions or environment of use that are either unsuitable or not specified at the time or ordering, storing and moving the system;
- operating defects resulting from an act of vandalism or an accidental incident (fall, impact, surge, other influences, particularly chemical, electrochemical or atmospheric) or a Force Majeure event or natural disaster. Any intervention or modification to the Hardware by Customer and its Users or a Third Party, without the prior written consent of AMA, automatically voids the warranty.

In any event, the enforcement of this warranty is subject to presentation of the invoice corresponding to the purchase of the Hardware concerned from AMA.

VIII - FORCE MAJEURE

In case of an event of Force Majeure, AMA shall be relieved of its obligations under the General Terms and Conditions during the whole time of the event and shall not be deemed to have failed in such obligations to Customer. In this event, AMA will send to Customer, within a reasonable time, a written

notice including the particulars of the event of Force Majeure. Delay or failure to give notice herein shall not prevent AMA from claiming the suspension of its obligations, except to the extent such delay or failure has adversely affected Customer. For the duration of the Force Majeure, AMA may, in its sole discretion, allocate its available supply of Solutions among AMA's existing or prospective customers (including AMA's Affiliates) and deliver to Customer only its allocation of such Solution. Customer will be entitled to terminate the orders, as applicable, if the Force Majeure lasts for more than thirty (30) consecutive days. Under no circumstance shall AMA be obligated to cure any deficiencies in deliveries of the Solution caused by Force Majeure.

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 event or contingency of like or different character beyond the reasonable control of AMA, that, in each case, interferes with the ability of AMA to perform its obligations hereunder.

IX - RESPONSIBILITIES OF THE PARTIES

Each Party is responsible for any direct damage that it and/or its subcontractors cause to the other Party or to Third Parties as a result of the services and/or the performance of contracts under the conditions of law and of the courts. Subject to any contrary mandatory legal provision, it is expressly specified that AMA will be held only by an obligation of means and not of results. In any event, AMA will not be liable for unforeseeable damages, or for indirect and/or intangible damages such as, loss of profits, financial loss, commercial prejudice, loss of customers, loss of control, damages, moral or private, consecutive to its services. The responsibility of AMA cannot be engaged in case of Force Majeure.

Customer shall bear sole responsibility for the content and/or the form of the specifications and/or information that it will communicate to AMA for the execution of its order. Customer guarantees to have made all the required declarations and to obtain all the necessary authorizations according to the legal and regulatory provisions. Customer is solely responsible for the use of the Solution by its Users.

X - CONFIDENTIALITY

Each Party must refrain from communicating to any person, directly or indirectly, all or part of any type of information which has been released to it by the other Party, or which was made known to them during their business relationship.

However, each Party authorises the other Party by prior written consent and after prior validation of the communication team to quote its name and use its logo for commercial purposes.

XI - PERSONAL DATA PROTECTION

11.1. AMA and Customer are entitled to process contact and contract details obtained under the relationship within the legal requirements of the applicable data protection and privacy laws in its latest version, especially the General Data Protection Regulation (GDPR) 2016/679 implemented 25 May 2018, and, to the extent required in connection with the commercial offer and its implementation, to pass on such data to companies affiliated to AMA.

11.2. Customer undertakes that itself and all its Users (i) collect, process and use personal data only within the scope of the Solution, (ii) ensure that the security and confidentiality requirements are met while collecting, processing and using data, (iii) receive appropriate training on personal data protection, (iv) commit to respecting all legal obligations appropriate to confidentiality, (v) take into account the principles of personal data protection in terms of tools, products, applications, softwares and/or services..

11.3. Customer and all Users it is liable for shall remain responsible for storage of the data processed directly or indirectly using the Solution as well as

whatever use is made of them. Customer, and all Users he is liable for, undertakes to use the Solution and any personal data gathered via the Solution in such a way that it is fully compliant with personal data protection regulations, particularly the General Data Protection Regulation (GDPR) 2016/679 implemented 25 May 2018.

11.4. The processing regarding personal data is detailed in AMA's Data Protection Agreement (DPA) as well as in the security policy.

XII - INTELLECTUAL PROPERTY

12.1. There is no transfer of intellectual or industrial property rights by purchasing the Solution. (a) Exclusions. The Customer shall not (and shall ensure its Users do not): (i) copy the Software; (ii) distribute, disclose, market, rent, lease or transfer to any third party (i.e. other than a User) any portion of the Software or Documentation, or use the Software or Documentation in any service bureau arrangement; (iii) disclose the results of the Software performance benchmarks to any third party without AMA's prior written consent; (iv) use any Third Party products or modules provided by AMA to the Customer under this Agreement independently from the Solution; or (v) modify, or create derivative works of, the Solution. Customer shall ensure that the Solution is not modified, translated, examined, tested, subjected to simulated input, decompiled, reverse engineered or disassembled (including software "disassembly" by attempted recreation of Source Code) in any manner, for any reason including but not limited to determining the mechanism, algorithms, processes or characteristics of the Solution, provided that Customer may examine or test the Solution only for authorized maintenance and error correction or otherwise solely as such access by Customer is required by applicable local law.

(b) U.S. Government Rights. The Solution is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government users acquire the Solution with only those rights set forth herein. (c) Trademarks. AMA Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any AMA Trademark does not give Customer any rights of ownership in that trademark. Any trademark, trade name, copyright, or other proprietary notices, legends, symbols or labels appearing on or in the Solution provided to Customer shall not be removed or altered.

12.2. IP Indemnification clause:

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

XIII - LIMITATIONS OF LIABILITY

Customer will defend or, at its option settle, any third party claims against AMA arising hereunder, except for liabilities arising out of a breach of this Agreement by AMA.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER AMA, NOR ANY PERSON AFFILIATED WITH AMA WILL BE LIABLE TO CUSTOMER, ANY SUBJECT INDIVIDUAL, ANY MEDICAL PROFESSIONAL OR ANY THIRD PARTY FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY ACTS OR OMISSIONS OF AMA OR ANY THIRD PARTY SUPPLIER, EVEN IF NEGLIGENT, IN PROVIDING THE SERVICE.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL AMA OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, AND EXCLUDING IP INFRINGEMENT) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, CUSTOMER, ITS AFFILIATES AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, AND OWN CUSTOMERS AGAINST ALL LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF ANY SUIT, CLAIM, OR PROCEEDING (A "CLAIM") ALLEGING THAT THE HARDWARE OR SERVICES PROVIDED UNDER THIS CONTRACT VIOLATE OR INFRINGE ANY INTELLECTUAL PROPERTY IF: (A) THE BUYER PROMPTLY NOTIFIES THE SELLER IN WRITING OF THE CLAIM; (B) GIVES THE SELLER SOLE AUTHORITY, AT THE SELLER'S EXPENSE, USING COUNSEL REASONABLY ACCEPTABLE TO THE BUYER, TO DIRECT AND CONTROL THE DEFENSE AND ANY SETTLEMENT AND COMPROMISE NEGOTIATIONS.

IN NO CASE SHALL AMA'S AGGREGATE LIABILITY FOR ANY ONE MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY RECEIVED BY AMA FROM CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF SUCH MATTER, AND FOR ALL MATTERS, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY RECEIVED BY AMA FROM CUSTOMER UNDER THIS AGREEMENT.

XIV - NOTICES

All notices, demands, requests or other communications that may be or are required to be given, served or sent by any party pursuant to this Agreement will be in writing (and shall be deemed to have been duly given upon receipt), will reference this Agreement and shall be sent by express courier, hand delivery, email or fax transmission, addressed as indicated in the applicable order form. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

With respect to notice given by email or fax transmission, the recipient shall be obligated to confirm such notice by equivalent means promptly (and in no even less than one business day); in the event that such confirmation has not been received by the sending party within such one business day period, the sending party may thereafter provide notice by the other means permitted hereunder (physical delivery) with reference to the email or fax transmission, and such notice shall (upon delivery in accordance with the above procedures) be deemed to have been given on the date on which such original email or fax transmission was sent.