

General Terms and Conditions of Sale and Use

I. Presentation

Salian Technologies (hereinafter the "**Company**") is a SAS with a share capital of €10,000, whose registered office is located at 42 rue de Maubeuge - 75009 Paris and registered with the Paris Trade and Companies Register under number 805 244 449.

The Company offers the following services: simulation and optimization of the placement of document collections in a given space.

These services are marketed under the In-Optimo brand.

II. Preamble

The Company invites its Users to carefully read these General Terms and Conditions of Sale and Use (hereinafter referred to as the "**GTC/GTCU**"). The GTC/GTCU apply to all Services provided by the Company to its Customers in the same category, regardless of the clauses that may be included in the Customer's documents and in particular its general terms and conditions of purchase.

The General Terms and Conditions of Sale and General Terms and Conditions are systematically communicated to the Client upon request.

The Customer is required to read the GTC/GTCU before placing an Order.

In the event of a subsequent modification of the GTC/GTCU, the Customer is subject to the version in force at the time of his Order.

The data recorded in the Company's computer system constitutes proof of the transactions concluded with the Client.

III. Definitions of the terms

"Administrator" means any natural person holding the corresponding rank within his account for use of the Services, and being authorised in particular to possibly invite or exclude other Users from the account for which he is responsible;

"Customer" means any natural or legal person who places an Order on this Website;

"Order" means any order placed by the User registered on this Site, in order to benefit from the Company's Services;

"General Terms and Conditions of Sale and Use" or "GTC/GTCU" refers to these general terms and conditions of sale and use online;

"Consumer" refers to the buyer who is a natural person and who does not act for professional needs and/or outside his professional activity;

"Commercial Formula" means a set of access rights to the simulation engine acquired by the User or Client, which he may extend or renew by new Orders, and which he may use on the portfolio of Projects he has created under the head of this Commercial Formula;

"Professional" refers to the buyer who is a legal or natural person acting within the framework of his professional activity;

"Project" refers to a set of information gathered on the Site by the User in order to enable the Services to be carried out, created under the responsibility of a given commercial Formula, and to which access is controlled by the Administrator(s);

"Services" refers to all services offered to Users by the Company through this Site;

"Site" refers to this Site, i. e. www.in-optimo.com ;

"Company" refers to Salian Technologies, more fully described in Section I hereof;

And **"User"** refers to any person who uses the Site.

It should be noted that these definitions apply to these GTC / GCU.

In the general interface of the Company's Site, the terms **"Customer"** and **"User"** may be used for commercial convenience in a different sense, including the terms "Customer Space" and "User Space". The term "Client" then refers to the natural or legal person who uses the Company's Services (whether or not he has placed a paid order), while the term "User" refers to any natural person who has access rights to the account in question, either because he has created it or because he has been invited to do so, and who will generally be in a representative, employee or possibly service provider position vis-à-vis the Client. Any subsequent reference herein to these particular definitions shall be indicated by the phrase "in the sense of the interface".

IV. Registration process

Registration on the Site is open to all legal or natural persons of full age and with full legal personality and capacity.

The use of the Services offered on the Site is subject to the User's registration on the Site. Registration is free of charge. The User registers either spontaneously or in response to an invitation by the Administrator of an existing account.

To proceed with registration, the User must fill in all the mandatory fields; otherwise registration cannot be carried out.

Users guarantee and declare on their honour that all the information communicated on the Site, in particular during registration, is accurate and in accordance with reality. They undertake to update their personal information from the page dedicated to them and available in their account.

All registered users have a username and password. The latter are strictly personal and confidential and must not be communicated to third parties under any circumstances, otherwise the account of the offending Registered User will be deleted. Each Registered User is personally responsible for maintaining the confidentiality of their username and password. The Company shall under no circumstances be held liable for the usurpation of a User's identity. If a User suspects fraud at any time, he/she should contact the Company as soon as possible so that the Company can take the necessary measures and regularize the situation.

Each User, whether a legal or physical person, may only have one account on the Site. However, Users in the sense of the interface may have access to different Client accounts in the sense of the interface, as soon as they have been invited to do so.

The User who has created a Client account in the sense of the interface becomes responsible for it, and in particular for the possible invitation of other Users in the sense of the interface, the appointment of administrators as well as the assignment of access rights to the various Projects that the account contains.

In the event of non-compliance with the T&Cs/TOS, in particular the creation of several accounts for a single person, the provision of false information, or the abuse of free accounts by ordering a mass of calculations incompatible by their scope or frequency with sincere use in the context of a test, the Company reserves the right to temporarily or permanently delete all accounts created by the offending Registered User.

The deletion of the account results in the permanent loss of all benefits and services acquired on the Site. However, any Order made and invoiced by the Site before the account is deleted will be executed under normal conditions.

In the event that an account is deleted by the Company for failure to comply with the duties and obligations set out in the T&Cs/TOS, the offending User is strictly prohibited from re-registering on the Site directly, by means of another e-mail address or by an intermediary without the Company's express authorization.

In order in particular to protect its creations against copying and to disclose them only to well-intentioned persons who have real direct or indirect commercial opportunities, the Company reserves the right to refuse registration to any natural or legal person who does not provide sufficient guarantees in this regard.

The Company may also require the User to follow a demonstration of the tool before being able to use it himself.

V. Service and prices

The Services covered by the GTC/GTCU are those that appear on the Site and are offered directly by the Company or its partner service providers.

The services are described on the corresponding page within the Site and all their essential characteristics are mentioned. The Company cannot be held liable for the impossibility of performing the said service when the User is not eligible.

When a Registered User wishes to obtain a service sold by the Company through the Site, he/she has the possibility to send the Company a request for a quote via a dedicated form on the Site.

The Company undertakes to reply to the User within a reasonable period of time with a cost estimate in accordance with the legislation in force. This estimate is drawn up in particular on the basis of the User's request, his country of establishment, the tax characteristics of the future transaction and any promotions that the User may avail himself of, in particular on the basis of a sponsorship code.

The price indicated takes into account the applicable discounts in effect on the day the quotation is sent. It includes incidental and order processing costs.

Quotations are valid for a period of 90 days from the date of transmission.

The Company reserves the right to change its rates at any time. It undertakes to invoice the services at the rate applicable at the time of their Order. For services whose price cannot be known a priori or indicated with certainty, a detailed quotation will be sent to the Client.

Under no circumstances may a User require the application of discounts no longer in effect on the day of the Order.

The pricing of the Services may be based in particular on:

- the number of books that will be involved in the placement simulations,
- the calendar duration of opening access to the placement simulator.

Each of these criteria is then indicated on the estimate as a unit price (respectively for 1,000 books, and for an additional month of 1,000 books, beyond the standard duration of the offer), which may vary according to the type of offer due to the scope of the associated services, the complexity of the project as well as the width of the objects to be placed. Each unit planned to be started must be fully acquired: for example, the 1,001-book simulation requires the purchase of two full 1,000 books tranches.

The unit price offered on a given quotation depends in particular on the approximate average width of the books as indicated by the User. The Client acknowledges the Company's right to suspend the performance of the services when the effective width of the books used in the simulations does not correspond seriously to the average width announced in the request for quotation.

In the description and pricing of the offers, the expression "the number of books" refers for convenience to the number of physical objects mentioned with their title and dimensions in the description of the documentary collections, whether in reality magazines, binders, document crates

or any other object. These physical objects are those that can be individually placed during simulations.

The quotation, particularly if it is personalized, may use other pricing criteria adapted to the context.

During the opening period of the placement simulations, the Client may enter into them as many books as provided for in his offer, and carry out an unlimited number of simulations. The count of the books already engaged in the simulations can be consulted in its Customer Area (in the sense of the interface). In order to allow the User to import the same book collections several times if it is appropriate, the Company records the books already used by comparing their essential characteristics (title and dimensions). The User nevertheless acknowledges that the repeated import of the same books is likely to result in a multiple count if their essential characteristics have been modified by the User between imports. In order to offer the greatest possible flexibility to the User in importing his books with regard to these technical constraints in the provision of a mainly automated service, the books are only counted when they are actually engaged in placement calculations.

The duration of access to the simulation engine mentioned in the offers is a calendar duration that runs from the first simulations performed. For example, a Customer who placed an order on January 10 of year N for 6 months of access to the simulator, paid on the same day, and received his payment on January 12, can now access the simulations. If these first simulations do not take place until 25 March, then he will be able to carry out simulations until 25 September inclusive. On the other hand, it will have been able to use the Services outside simulations from 12 January, for example, to describe its book collections and storage spaces.

The purpose of this time limit is to ensure that the purchase of a simulation service concerns a single physical movement of book collections.

When the description of the offers mentions subsequent access to the simulation results for an unlimited period of time, it is the access to the files materializing the results of the simulations performed during the simulator's opening period. These files are archived by the Company and made available to the Client upon request. Possible access to these results directly in the interface of the Site for a certain period of time would only be an optional convenience provided on a commercial basis and cannot be considered as creating a permanent right of access.

VI. Orders

Orders are placed either through the Site or by external agreement.

The placing of an Order on the Site requires that the User has registered on the Site.

The User, when logged into his account, can access a quote request form by clicking on the "Become Premium" or "Upgrade" button located in the top banner of the Site or in the Customer Area.

Once the request for a quote has been sent, it is processed as soon as possible by the In-Optimo sales department.

The user then receives an estimate electronically, which he or she can transform into an order from his or her Customer Area, after confirming his or her billing details and making his or her payment method known.

The order can be placed according to the User's choice:

- Either by online acceptance, after ticking the box(es) accepting these conditions and any other express information.
- Either by electronic signature, these conditions and the quotation being then transmitted electronically to the designated signatory so that he can sign them electronically on the platform of the Company's specialized partner.

In the case of online acceptance, the sales contract between the User and the Company is formed by clicking on the "Place order" button.

In the case of electronic signature, this contract is formed when the documents signed by the specialized partner are transmitted, or at the latest when the order signature is manually recorded on the internal In-Optimo platform.

The Order is recorded by the Site. Its finalization implies the acceptance of the prices and terms of performance of the services as indicated on the Site and the estimate.

Once the Order has been placed, the Customer will receive confirmation and a summary by e-mail.

In the event of non-payment, incorrect address of the Customer or other problem on the Customer's account, the Company reserves the right to block the Customer's order until the problem is resolved. In the event that it is impossible to carry out the service, the Client will be informed by e-mail to the address provided to the Company. The cancellation of the order of this service and its refund will be made in this case, the rest of the order remaining firm and final.

The Company may grant the Customer a price reduction, discounts and rebates based on the number of Services ordered or the regularity of the Orders, according to the conditions set by the Company.

VII. Payment terms and conditions

Unless otherwise specified, all sales are paid in cash at the time of placing the Order.

Depending on the nature or amount of the Order, the Company remains free to require a down payment or payment of the full price when placing the Order or when receiving the invoice.

Payment can be made by:

- Credit card.
- Bank transfer,
- Cheque,

- Administrative mandate.

In the event of non-payment of all or part of the services by the date agreed on the invoice, the Professional Client shall pay the Company a late payment penalty at a rate equal to the rate applied by the European Central Bank for its refinancing operation plus 10 percentage points.

The financing transaction selected is the most recent on the date of the Order for Services.

In addition to the late payment compensation, any sum, including the deposit, not paid on its due date shall automatically give rise to the payment of a fixed compensation of 40 euros due for recovery costs.

In the event of failure to pay all or part of the services by the date agreed on the invoice, the Consumer Customer shall pay the Company a late payment penalty at a rate equal to the legal interest rate.

No compensation may be made by the Client between penalties for delay in providing the services ordered and amounts due by the Client to the Company in respect of the purchase of Services offered on the Site.

The penalty due by the Client, Professional or Consumer, is calculated on the amount including all taxes of the remaining amount due, and runs from the due date of the price without any prior formal notice being necessary.

In the event of non-compliance with the payment terms described above, the Company reserves the right to cancel or suspend the sale.

VIII. Performance of services

The services ordered on the Site will be provided by the Company.

The Company reserves the right to initiate the performance of services only after payment has been received and verified.

The Company undertakes to use all human and material resources to carry out the service within the time limits announced at the time the Order is placed. However, it cannot under any circumstances be held liable for delays in the performance of services caused by faults for which it is not responsible.

The Company also undertakes to implement the necessary human and material resources to provide a prompt response to Customer requests for assistance, in compliance with any service priorities mentioned in the description of the various offers.

If the services have not been carried out within the prescribed period, the Customer may request the cancellation of the sale under the conditions provided for in Articles L138-2 and L138-3 of the French

Consumer Code. The sums paid by the Client will be returned to him at the latest within fourteen days following the date of termination of the contract.

This provision does not apply when the Company's delay is due to a fault of the Client or to a case of force majeure, i.e. the occurrence of an unforeseeable, irresistible event beyond the Company's control.

In the event that the performance of a physical service could not have been carried out or would have been postponed due to an error on the address indicated by the Client, the travel expenses of the service provider mandated by the Company to carry out the unsuccessful service shall be borne by the Client.

IX. Renewal of the contract

When a Customer extends his access to the placement simulator for a given Commercial Formula within 5 years of his first order for that Formula, the monthly extension instalments of a £1,000 instalment may not be charged to him at more than 10% of the average unit rate that applied for the initial acquisition of the instalments concerned, possibly increased by inflation in the euro zone.

For example, if the Client has paid 100 to simulate the placement of £1,000 over a standard 6-month period, assuming zero inflation, he is guaranteed that the extension for an additional three months will not cost him more than 30.

X. Complaint

For all Orders placed on this Site, the Customer has a right of complaint of 20 days from the date of provision of the Service.

To exercise this right of complaint, the Client must send the Company, at the address service@in-optimo.com, a declaration in which he expresses his reservations and complaints, together with the relevant supporting documents.

A complaint that does not comply with the conditions described above will not be accepted.

After examination of the claim, the Site may, if necessary, replace or refund the provision of Services as soon as possible and at its own expense.

XI. Consumer's right of withdrawal

The nature of the Services provided by the Company requires that their execution be opened as soon as payment for the order has been validated, which the buyer acknowledges and accepts by ticking

the box provided for this purpose when placing his order. Consequently, the right of withdrawal cannot be exercised by the Consumer of the Services.

XII. Data protection and privacy

The storage and processing of personal or other data by the Company takes place in the geographical area formed by the European Union and Switzerland.

The processing of this information has been declared to the CNIL (French Data Protection Authority).

In accordance with the French Data Protection Act of 6 January 1978, the User has the right to access, rectify and mute all his/her personal data at any time in writing, by a signed registered letter including a copy of the User's identity document, to the following address: SALIAN TECHNOLOGIES, 42 rue de Maubeuge, 75009 Paris, France. These personal data are necessary for the processing of his/her Order and invoice preparation, if necessary.

The Company does not communicate the User's data to third parties, apart from the exceptions required for the provision of the Services, the electronic signature partnership formed with the service provider indicated to the User in the event that he/she makes use of this procedure, the credit card payment partnership formed with the service provider indicated to the User in the event that he/she makes use of this means of payment, the limited sharing described in the following paragraph in the event that the User invokes a sponsorship code, and judicial or administrative requisition cases. In each case, the Company strictly limits the scope of the data transmitted to those absolutely necessary for the service, requisition case or partnership concerned.

When a User invokes a sponsorship code in order to obtain a promotion, the sponsor (natural or legal person) who has given or caused to be given the code may be informed of the existence of his/her request for a quote. In the event that the User confirms his/her Order, the sponsor may be informed of this, as well as of the value of the Order before tax.

The User may receive information or commercial offers from the Company. The User may at any time object to the receipt of these commercial offers by writing to the Company's address indicated above, or by clicking on the link provided for this purpose in the e-mails received.

To enable its Users to benefit from optimal navigation on the Site and better functioning of the various interfaces and applications, the Company may place a so-called cookie file on the User's computer. This cookie is used only for session operation and visit statistics.

The User expressly authorizes the Company to store this file on the user's hard disk.

The User has the possibility to block, modify the storage period, or delete this cookie via the interface of his browser. However, if the systematic deactivation of cookies on the User's browser prevents him from using certain services or features of the Site, this malfunction shall in no way constitute damage to the User, who shall not be entitled to any compensation as a result.

XIII. Changes

The Company reserves the right to modify the Site, the services offered on it, the GTC/GTCU as well as any delivery procedure or other element constituting the services provided by the Company through the Site.

The Services are provided as online software, or SaaS (*Software as a Service*). They are regularly updated in order to improve their quality, speed and reliability, as well as to extend their functionalities, for all Users.

Such updates shall be deemed to be part of the Service and shall be submitted hereunder.

When placing an Order, the User is subject to the provisions of the GTC/GTU in force at the time the Order is placed.

XIV. Responsibility

The Company cannot under any circumstances be held responsible for the unavailability, whether temporary or permanent, of the Website and, although it uses all means to ensure the service at all times, it may be interrupted at any time. In addition, the Company reserves the right, by a voluntary act, to make the Site unavailable in order to carry out any update, improvement or maintenance operation.

As previously mentioned herein, the Company shall in no event be liable for delays in the performance of a service for reasons beyond its control, beyond its control, unforeseeable and irresistible or for which it cannot be held responsible.

The Company shall not be liable for any indirect or consequential damages such as loss of profits, revenues, data or use thereof or any other indirect or consequential damages arising from the use, delivery or performance of the Services.

In any event, the Company's liability shall be limited to the amount excluding tax paid by the Client over the last twelve months for the use of the Services.

This Article shall continue to have legal effect until the amount of the compensation has been determined.

The Services mainly include the provision of simulation results and recommendations for the placement of book collections in a given space. Unless otherwise specified, they exclude any assistance in the implementation of these recommendations.

The Company makes no claim that the placement recommendations made by the placement tool it makes available to the User are necessarily the best.

The Client is solely responsible for the implementation of the recommendations provided by the Company in respect of the Services. The Company cannot under any circumstances be held liable for the consequences of this implementation.

It is the Client's responsibility to assess the simulation results provided by the Company, to assess whether they correspond to its context, to form its own conclusions and to bear all the consequences of the decisions resulting therefrom.

It is also the Client's responsibility to verify the information it provides to the placement simulator and the Company, information whose validity materially affects the validity of the results. In particular, the Client can use the tools provided for this purpose (view of storage spaces, diagnostics and statistics on collections, graphic overview of placements), and if he wishes, launch new simulations by modifying the allocation of his collections.

Finally, it is the Client's responsibility to use a recent browser software, adapted to the functionalities offered by the Company on the Site.

XV. Intellectual Property

The brand, logo and graphic charter of this Site are trademarks registered with the INPI and works protected by intellectual property rights, the ownership of which belongs exclusively to the Company. Any distribution, exploitation, representation, reproduction, whether partial or complete, without the express authorization of the said company will expose the offender to civil and criminal proceedings.

XVI. Prevention of disputes

The law governing the GTC/GTCU is French law. Any dispute that may arise between the Company and a User during the execution of the present contract shall be the subject of an attempt to resolve it amicably. Failing this, the disputes will be brought to the attention of the competent courts of Paris.

Only the French version of this agreement is binding on the parties, even in the presence of translations, which are expressly provided for as a mere convenience and may not have any legal effect, in particular on the interpretation of the contract or the common intention of the parties.

The Client is informed that he may resort to conventional mediation, with the Consumer Mediation Commission provided for in Article L534-7 of the French Consumer Code or with existing sectoral mediation bodies. It may also use any alternative dispute resolution mechanism in the event of a dispute.

XVII. Pre-contractual information

Prior to his Order, the Customer acknowledges having received, in a readable and understandable manner, the General Terms and Conditions of Sale and the information and information provided for in Articles L111-1 to L111-7 of the French Consumer Code, and in particular:

- the essential characteristics of the Services;
- the price of the Services;
- the date or period by which the Company undertakes to provide the Service;
- information relating to the Company's identity (postal, telephone, electronic contact details);
- information on legal and contractual guarantees and their implementation;
- the possibility of using conventional mediation in the event of a dispute;
- information relating to the right of withdrawal (deadline, exercise modalities).

The placing of an Order on the Site implies acceptance and acceptance of the T&Cs/TCU. The Client may not rely on a contradictory document, other than any amendments concomitantly accepted and stipulating special conditions. The Client acknowledges that it has the legal capacity and attestations to commit itself hereunder.