



GENERAL CONDITIONS FOR THE USE OF THE INNERSENSE TECHNOLOGIES (Backend, App, Web, Pictures) GENERAL CONDITIONS OF SALE OF ASSOCIATED OPTIONAL SERVICES

PRELIMINARY ARTICLE - Scope

These General Conditions of Sale constitute, in accordance with article [L 441-6 of the Commercial Code](#) the sole basis of the commercial relationship between the parties.

Their object is to define the conditions under which INNERSENSE SAS a simplified company limited by shares with a capital of 78 886 euros, whose registered office is at 10 avenue de l'Europe at RAMONVILLE ST AGNE (31520) registered with the business and companies Registry under number 802 242 628 RCS TOULOUSE («the Service Provider») supplies to professional Clients («The Clients or the Client, or the User») who so requests, via the internet site of the Service Provider, via direct contact or via a paper format access to the technologies developed by the service provider with a view to their integration in their activity. These technologies correspond with the 3D models (M3D) specifically conceived (BACKEND) with a view for their display either by an application on a smart phone or tablets (APP) or through an internet site (WEB) or through virtual images (PICTURES).

The Service Provider declares that it is the owner of the exploitation rights of the software package of 3D management of models for interior or exterior design, and any other type of use allowing a visualisation of features in their environment by means of technological procedures, and by using a touch tablet computer or smart phone or a computer. The Service Provider must include the models in its database before use by the Client. The Client guarantees it holds all the intellectual property rights concerning the products which it will have had digitized.

The Software corresponds to an application which can be installed on various devices of the smart phone type, tablet or computer. As an option this software can also, be integrated into an internet site.

The Software can be linked as an option to different softwares in order to improve the sales service.

The Software allows the management, the diffusion and the display following the creation of a three dimensional model (hereafter M3D) from two dimensional objects such as photographs, plans, physical material (etc...) supplied by the Client.

The M3D will be able to include different textures or accessories according to the needs expressed by the Client.

This three dimensional model can then be used with a view to producing enhanced reality (APP) or in a virtual three dimensional environment (WEB) or for the purpose of producing photorealistic images (PICTURES).

The creation and integration of the M3D in the database will be done by the Service Provider and invoiced to the Client. The creation of the database integrating the M3D (BACKEND) is a necessity prior to the putting in place of the software. It constitutes the displayable content. In accordance with the regulations in force these General Conditions of Sale are automatically communicated to any Client (except wholesalers) who so requests, to allow it to submit an order to the Service Provider. They are also communicated to any Client prior



to the conclusion of a single agreement subject to article [L 441-7 of the Commercial Code](#), within the statutory periods.

Any order for Services implies, on the part of the Client, acceptance of these General Conditions of Sale and the general conditions of use of the Service Provider's internet for electronic orders.

Information in the Service Provider's catalogues, prospectus and rates are indicative and can be revised at any time.

The Service Provider has the right to make any alterations which it deems appropriate.

These general conditions of sale fall into three categories:

- Section 1 : Common provisions
- Section 2 : Creation of the base of M3D (BACKEND)
- Section 3 : Software Licence
- Section 4 : Software Licence - integration into an internet site (WEB)



SECTION 1 : COMMON PROVISIONS

FIRST ARTICLE - Contractual Documents

The contractual documents are in decreasing order of priority :

- These general conditions of sale and their riders ;
- their annexes ;

In the event of contradiction between one or several stipulations set out in any one of these different documents, the document at the superior level will prevail.

ARTICLE 2 - Orders

2.1. The sales of Services are only definitive after acceptance by the Client of a quote issued by the Service Provider following a request from the Client.

The Service Provider has electronic means (either by email or through the innerSense platform) ,of ordering (including acceptance and confirmation) allowing Clients to order Services under the best possible conditions relating to convenience and speed.

For orders passed exclusively on the internet, the registration of an order on the Service Provider's site takes place when the Client accepts these General Conditions of Sale by putting a cross in the box provided and validates its order. The Client can check the detail of its order, its total price and correct any possible errors before confirming its acceptance (article [1127-2 of the Civil Code](#)). This validation implies the acceptance of all these General Conditions of Sale and constitutes proof of the sale contract.

BACKEND constitutes the intangible basis of the services. If the client does not wish to benefit from all the services, but only from a part of them it is only deemed to accept those of the common GCV and the specific ones applicable to the services subscribed for.

The processing of the order and its acceptance are confirmed by the sending of an e-mail. The data registered in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

An estimated delivery period will be given on ordering, in particular this will depend on the reactivity of the Client in supplying information.

2.2. Potential modifications to the order requested by the Client will only be taken into account subject to limitations of the Service Provider if they have been notified in writing. In this respect the Service Provider will issue a new quote containing the modification of the delivery date and the global tariff of the service.

2.3. In the event of cancellation of the order by the Client after its acceptance by the Service Provider less than at least 45 days before the date fixed for the supply of the Services ordered, for whatever reason save in the case of force majeure, the amount paid on account at the time of the order, such as defined in article "4 Conditions of payment-Time of payment " of these General Conditions of Sale shall be automatically forfeited to the Service Provider and shall not give rise at any reimbursement whatsoever.

ARTICLE 3 - Terms of Payment

3.1. Pricing Conditions



The services are supplied at the Service Provider's prices in force on the day of the placing of the order, according to the quote previously drawn up by the Service Provider and accepted by the Client, as indicated in the article "Orders" above-mentioned.

The prices are quoted net and exclusive of taxes.

An invoice is drawn up by the Service Provider and handed to the Client on each supply of the Services.

The terms for determination of the cost of the services whose price cannot be known a priori nor indicated with any certainty, or the method of calculation of the price permitting verification of the latter, will be communicated to the Client or shall be subject to a detailed quote, at the Client's request in accordance with article [L 441-6, II of the commercial Code](#).

Concerning the licences for software allowing the functioning of APP and of WEB, the price of these licences is calculated dependent on the number of the Client's products present in the M3D database.

3.2. Periods of payment

A deposit amounting to 50 % of the total price of the Services ordered (excluding any licences) is required at the time of the placing of the order.

The balance of the price is payable within 30 days from the end of the month, on the day of the definitive receipt of the said services, or of the delivery of the said services according to the conditions set out in the articles relating to the provision of the services concerned.

In the case of the supply of a licence, this will be payable in cash annually, quarterly or monthly according to terms set out in the quote, at the beginning of the period save in the case of special conditions.

The Service Provider shall not be obliged to proceed with the supply of the Services ordered by the Client if the latter does not pay it the price according to the terms and according to the methods indicated in these General Conditions of Sale.

3.3. Penalties

In the case of late payment and payment of the sums due by the Client beyond the period fixed above, and after the date of payment figuring on the invoice addressed to the latter, penalties calculated at the monthly rate of 5 % of the amount inclusive of taxes, of the price of the Services figuring on the said invoice, shall be automatically and rightfully acquired by the Service Provider, without any formality nor any prior formal demand.

3.4. Absence of compensation

Except in the case of prior written express agreement of the Service Provider and provided the reciprocal credits and debts are certain, liquid and due, no compensation may be validly deducted by the Client from any possible penalties in the supply of the Services ordered or not in conformity with the order, on the one hand and sums due by the Client to the Service Provider for the purchase of the said Services, on the other hand.

3.5. Interruption of the service

If the Client does not settle within fifteen days a formal demand to pay which has remained unpaid the Service Provider shall be entitled to suspend the supply of the service until full payment of the arrears.

ARTICLE 4 - Liability of the Service Provider - Guarantee

4.1 Guarantee



The Service Provider, in accordance with legal requirements, guarantees the Client against any flaw in the conformity of the Service, and any hidden defect, arising from a flaw in design or supply of the said Services excluding any negligence or fault of the Client.

The liability of the Service Provider can only be engaged in the case of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any nature whatsoever.

In order to claim its rights, the Client must, under penalty of losing any right of action, inform the Service Provider in writing of the existence of defects within a maximum period of 15 days from their discovery.

The Service Provider shall remedy or cause to be remedied, at its own exclusive expense, according to the appropriate methods agreed by the Client, the Services judged to be defective.

In any event, where the liability of the Service Provider is demonstrated the guarantee of the Service Provider shall be limited to the amount excluding taxes paid by the Client for the supply of the Services.

4.2 Saving the data and continuity of service

On the 29/11/2016 the Service Provider concluded a deposit agreement with the company LOGITAS™, a limited company with a capital of 38.112 euros – identification no 379.610.041 RCS Créteil, having its registered office at 47 rue des Solets 94533 Rungis under number D16227.

This deposit agreement guarantees the Client, in the case of a permanent failure of the Service Provider namely its judicial liquidation, or even amicable, without a named purchaser being appointed within a period of 30 days, that a working copy of the software shall be supplied to the Client, a copy integrating the source code and the last back-up of the data base according to the terms of the company LOGITAS™.

The Client is named a Beneficiary in the above-mentioned agreement with the company LOGITAS™.

The safeguard of the source code of the Software takes place on an annual basis.

The data base is safeguarded twice a year.

4.3 Interruption of the Service

The services provided by the Service Provider are hosted by AMAZON Web Services, IMGIX, and Engine Yard.

As such, a guarantee of access for 99% of the time is supplied by the said hosts under their sole responsibility.

In the event of an interruption of the service due to the Service Provider, the latter undertakes to restore the function of the service within 48 hours (2 working days), without the Client having recourse against the Service Provider for proven damage and losses from the interruption of the service. Beyond this period of two working days, the loss potentially suffered by the Client shall in any event be limited to the cost of the services mentioned in the quote.

ARTICLE 5 - Unforeseen events

In the case of a change of circumstances unforeseen at the time of the conclusion of the contract, in accordance with the provisions of article 1195 of the Civil Code, the Party who



has not accepted to assume a risk of performance excessively burdensome can request a renegotiation of the contract with its co-contractor.

ARTICLE 6 - Enforcement in kind

In the case of failure of one or other of the Parties in carrying out its obligations, the Party who is victim of the failure has the right to request the enforcement in kind of the obligations arising from this agreement. By way of derogation from the provisions of article [1221 of the civil Code](#), the creditor of the obligation may proceed to this enforcement after a simple formal request, addressed to the debtor of the obligation by registered Letter with Receipt remaining unanswered, whatever the circumstances and even when there would exist a clear disproportion between its cost for the debtor and its interest for the creditor.

The Party victim of the failure, can, in the event of the non-performance of one of the obligations of the other Party, request the termination of the contract according to the terms defined in the article «Termination for the failure of one of the parties to fulfil its obligations».

ARTICLE 7 - Exception to non-performance

It is recalled that in the application of article [1219 of the civil Code](#), each Party may refuse to perform its obligation, even though the latter is due, if the other Party does not perform its and if this non-performance is sufficiently serious, that is, susceptible to call into question the continuation of the contract or to fundamentally upset its economic equilibrium. The suspension of performance shall take effect immediately, on receipt by the defaulting Party of the notification of the violation which will have been addressed to it by the Party victim of the default indicating the intention to apply the exception of non-performance as long as the defaulting Party has not remedied the default reported, notified by registered letter with a request for a receipt or by any other durable written means permitting proof of sending to be produced.

This exception of non-performance can also be used as a preventive measure in accordance with the provisions of article [1220 of the civil Code](#), if it is clear that one of the Parties will not perform its obligations on time and that the consequences of this non-performance are sufficiently serious for the Party victim of the default.

This option is used at the risk and peril of the Party who initiates it.

The suspension of performance shall take place immediately on receipt by the Party alleged to be in default, of the notification of the intention to apply the preventive exception of non-performance until the Party alleged to be in default performs the obligation for which a future failure is clear, notified by registered post with a request for a receipt or by any other durable written means permitting proof of sending to be produced.

If the impediment was definitive or would last more than six months, these present conditions shall be purely and simply terminated in accordance with the provisions defined in the article Termination for the failure by one party to perform its obligations.

ARTICLE 8 - Suspension of obligations

Apart from the events usually retained by French jurisprudence in the case of force majeure, the obligations of the parties shall be automatically suspended in the case of events



independent of their express wishes preventing the normal performance of this contract, such as :

- earthquakes ;
- fire ;
- storms ;
- flooding ;
- the blocking of means of transport for any reason whatsoever ;
- strikes whether partial or total, internal or external to the business ;
- the lock-out of the business ;
- the blocking of telecommunications ;
- the blocking of computer networks without any connection with the Service Provider;
- etc.

The party who is aware of the incident shall inform the other party without delay of its impossibility to perform its service and shall so prove to the latter. The suspension of obligations can not in any event be a reason for liability for non-performance of the obligation in question, nor to induce the payment of damages or penalties.

However as soon as the reason for the suspension of their reciprocal obligations has disappeared the parties shall make every effort to resume as quickly as possible the normal performance of their contractual obligations. For this purpose, the party prevented from performing its obligations shall advise the other of the resumption of its obligations by registered letter with a receipt or by any other extrajudicial means.

It is expressly agreed that the parties are entitled to terminate this contract, if the incident, defined as an assumption of a suspension of obligations, would last more than 6 months. However this entitlement to terminate shall only take place thirty days after a formal demand has been sent by registered post with a demand for a receipt or by any extrajudicial means, mentioning the intention to bring this clause into play.

The contract shall thus be terminated without the damages being due by the contracting parties.

ARTICLE 9 - Termination of the contract

Termination for impossibility to perform an obligation which has become excessively onerous can only occur, notwithstanding the Termination for the failure by one party to perform its obligations clause hereafter mentioned, 10 days after the sending of a formal notice declaring the intention to apply this present clause notified by registered letter with a request for a receipt or by any extrajudicial means.

ARTICLE 10 - Termination for the failure by one party to perform its obligations

Where one or other of the parties does not comply with the following obligations, the non-payment at the due time for services ordered by the Client, set out in article 3 of this contract, or if the service provider exceeds the period provided by more than 6 months, the latter can be terminated at the will of the injured party.

It is expressly understood that this termination for the failure by one party to perform its obligations shall automatically take place, the formal demand resulting from the sole fact of the non-performance of the obligation, without summons, nor performance of formalities.



ARTICLE 11 - Transfer of the contract

This contract, being concluded «intuitu personae», the parties are forbidden, on the one hand to transfer, for any reason and in any form whatsoever, whether for payment or gratuitously the contract or one of their rights and obligations whatsoever to a third party, and on the other hand to entrust to a third party the performance of all or part of their contractual obligations.

However, these prohibitions shall not be invoked against legal obligations of public order, nor to the prior written authorisation of the parties.

Nevertheless the Client and the Service Provider are permitted to transfer this contract in the context of a transfer of a commercial undertaking or of a business, or of a company or even any merger/acquisition, or any takeover concerning the Client as well as the Service Provider.

This transfer is a legal right and shall take place without any formalities. It cannot act as a reason for termination or cancellation of the contract.

This article does not apply within a group of integrated companies having capital links.

ARTICLE 12 - Tolerances

It is formally agreed that any tolerance or renunciation by one of the parties in the application of any or a part of the undertakings set out in this contract, whatever the frequency or the duration shall not be construed as a modification of this contract, nor generate any right whatsoever.

ARTICLE 13 - Partial invalidity

The nullity or the inapplicability of one of the provisions of this contract whatsoever shall not nullify the other provisions which shall retain their full force and effect. However the parties may agree to replace one or more of the invalid provisions.

ARTICLE 14- Disputes

All disputes which may arise under this contract, whether concerning its validity, its interpretation, its performance, its termination, their consequences and their effects shall be submitted to the court of de TOULOUSE.

ARTICLE 15 - Language of the contract - Applicable law

It is expressly agreed between the parties, these General Conditions of Sale and the operations of purchase and sale which flow therefrom are governed by French law.

They are drawn up in the French language. In the event that they are translated into one or several languages, only the French text shall prevail in the case of dispute.

ARTICLE 16 - REFERENCES

The Client authorises the Service Provider to mention it as a professional partner on all its information material (non-exhaustive list including flyers, internet site, brochures and all marketing material which the licensor may use). The Client may obtain confidentiality from the Service Provider subject to the express condition that it formulates the demand in writing and this at the time of ordering.



ARTICLE 17 - Acceptance of the Client

These General Conditions of Sale are expressly agreed and accepted by the Client, who declares and acknowledges having full knowledge of them, and thus renounces any recourse to any contradictory document and in particular its own general conditions of purchase, which are unenforceable against the Service Provider even if it knows of them.



SECTION 2 : CREATION OF THE M3D BASE (BACKEND)

Preliminary Article:

BACKEND is the database comprising all the 3D Models hereafter M3D produced by the Service Provider for the Client. Its production is indispensable for the use of the other services.

The following articles are applicable in addition to the articles in section I: COMMON TERMS
BACKEND is exclusively hosted by the Service Provider, using third party services : AWS and IMGIX and may not be copied or transferred to the Client

Article 1 - Communication

In order to be taken into account exchanges must imperatively take place via the platform BACKEND save in the case of contrary written advice of the Service Provider.

Article 2 – Production of the M3D

The elements supplied shall include the visuals, or representations or plan, even the physical model of the object to be modelled. The visuals supplied shall represent the object at least face view, side view and back (a minimum of 3 photos) so that the M3D can be produced. The textures to be applied shall also be supplied as well as colour samples and references.

Except with the express agreement of the Service Provider, the colours and textures are restricted to 250 units per quote. Beyond this an additional invoice shall be prepared at the rates in force on the day of signature of the quote.

On the production of the M3D, a first reproduction shall be addressed to the Client, who may formulate observations three times before the definitive validation of the latter. These observations shall call for a response as well as the necessary modifications on the M3D by the Service Provider.

Any additional observation generating an exchange between the Client and the Service Provider shall be invoiced, at the Service Provider's discretion, and this additional invoicing shall be subject to a quote. The Client shall then validate in writing the receipt of the M3D with or without reservations via the Service Provider's on-line platform or by any other method made available to it by the Service Provider.

In the absence of reservations or claims expressly issued by the Client at the time of reception of the Services these shall be deemed to be in accordance with the order, as to quantity and quality .

The Client has a period of 15 days from the supply of the Services to express, in writing, such reservations or claims with all the relevant proofs to the Service Provider.

No claim can be validly accepted if these formalities and time scales are not respected by the Client.

The Service Provider shall reimburse the Client or rectify (where possible) in the shortest possible time and at its expense, according to appropriate methods and agreed by the Client, the Services where the defect in conformity has been duly proved by the Client.

In the case of a special request by the Client concerning the conditions of supply of the Services, duly accepted in writing by the Service Provider, the related costs shall be subject to a special additional invoice, based on a quote previously accepted by the Client.



Article 3 - Data Base

It is expressly agreed between the parties that the Data Base is and remains the property of the Service Provider, who is the owner of the copyright and of the « sui generis » right as producer of the data base.

The Service Provider assigns to the Client on a non-exclusive basis, with all associated guarantees in fact and in law the necessary intellectual property rights sufficient for the Client to freely use the Data Base within the context of this Contract.

The Service Provider does not confer any right in the Data Base other than that for the Client to access the Data, to extract them and to use them according to the conditions and within the limits detailed hereafter: in particular, any total reproduction, even private copying of the Data Base is strictly forbidden, having regard to the electronic nature of the Data Base.

By virtue of this Contract the Client has a simple right of access to the Data Base for the purpose of consultation of the Data.

In accordance with the provisions of the Intellectual Property Code the Client may only make non-substantial extracts whether in quality or quantity from the Data Base, and this for any reason.

It agreed by the parties that any other form of use requires the prior express agreement of the Service Provider, who could refuse at its discretion, and, if it is accepted could give rise to additional remuneration.

Article 4 - Guarantees and Intellectual Property

4.1 - Liability of the Service Provider - Guarantee

It is recalled that the Service Provider undertakes to supply a reproduction of an object on the basis of material supplied by the Client. The Service Provider shall not be held responsible if the productions M3D are not entirely faithful to the product represented, and in particular if differences lead to a financial loss for the Client or return of products by its own clients who consider that the M3D used for publicity purposes is not in compliance with the product ordered.

The Client is solely responsible for the validation of the M3D. Once this has been done in compliance with article 2.2 of section 2 of these general conditions of sale, the compliance of the M3D with the order shall be deemed attained and cannot be called into question.

4.2 Intellectual Property

The Client guarantees to the Service Provider that it holds all the necessary rights for the realisation of the services for which it is responsible under the terms of this agreement. The Client grants to the Service Provider free of charge a licence over all the rights which the Service Provider may have to use for the production of the M3D, and this worldwide and for the term of the validity of the rights. This licence concerns reproduction and representation rights. The Client guarantees the service provider against any disturbance in the use of these rights, including all pecuniary consequences or those necessary for the defence of the said rights.

The Service Provider shall not communicate with whomsoever, directly or indirectly, all or a part of the information of any type, commercial, industrial, technical, financial, nominative



etc... which could have been communicated to it by the Client, or which it learned during the performance of this contract.

The Service Provider assigns to the Client all the intellectual property in the M3D.

The Client grants to the Service Provider a licence comprising a right of reproduction in the M3D for the period of the intellectual property rights in relation to the M3D and for the entire world.

The Client grants to the Service Provider a licence comprising a right of representation in the M3D for the period of the intellectual property rights in relation to the M3D and for the entire world.

The Service Provider recognises that any disclosure would injure the interests of the other party and would engage its liability.

The Service Provider guarantees within the meaning of article 1120 of the civil Code, the respect by its duly authorised agents, representatives or sub-contractors, of the confidentiality undertaking above stated.



SECTION 3 : SOFTWARE LICENCE APP

PRELIMINARY ARTICLE

APP is an application destined to be used in the ANDROID or APPLE environments functioning on tablets or smart phones and permitting the display of BACKEND material in order to permit a visual experience in 3D and in enhanced reality.

The following articles are applicable in addition to the articles in section I: COMMON TERMS

ARTICLE 1 - Declarations

INNERSENSE hereafter called the Service Provider is duly competent to grant this licence to the Client.

The Client chooses the Software under its exclusive responsibility, without the assistance of the Service Provider.

The object of the Software is the display of three dimensional objects in a two dimensional medium. By way of the application on a tablet or mobile, it can also allow an enhanced reality experience, by allowing the display of the virtual object in a real environment by using the camera of the tablet or failing that a photo of the environment.

ARTICLE 2 - Object

Under this contract the Service Provider grants to the Client the non-exclusive and non-assignable right to use the Software set out in the preliminary statement as well as in the models data base 3D (BACKEND), under the conditions hereafter set out.

Invoicing is prepared according to a quote, specifically dependent on the number of 3D objects (M3D) in the database concerning the client and the services selected by the Client.

The same quote repeats all the details of the services.

The applications supplied by the Service Provider use software bricks supplied by different tablet and/or smart phone operators (google™, android™, apple™). The Client must therefore ensure that the tablets and/or smart phones which it uses to make the APP work are compatible with the latest version of the systems of exploitation ; in order to benefit from the Service Provider's latest developments

- General public mobile application, or professional for use by retail shops:

Here it concerns an application allowing Clients to display their M3D catalogue on a tablet or a smart phone such as described hereafter, and to visualise the relevant products directly in their real environment thanks to Enhanced Reality.

The invoicing is defined according to the quote, in particular dependent on the number of M3D in the catalogue.

- With specific developments

- A dedicated application repeating the graphic material of the Client is possible according to the tariffs in force on the day of signature of the contract.
- Dedicated developments
 - The feasibility of a specific request concerning the integration of the software shall be studied and shall be the subject of a quote according



the financial terms in force on the day of the conclusion of the contract, as well as a rider concerning the timetable and the development methods.

ARTICLE 3 - Description of the supply

The software is supplied in the form of an object code and on a medium which is readable by tablets and smart phones. The Software supplied is the most recent version as at the day of conclusion of the contract, accompanied by relevant documentation, written in French.

ARTICLE 4 - Training

It is for the Client to ensure that its personnel have acquired the necessary training to properly use the Software. Assistance can be obtained dependent on the offer retained. It is noted, the Service Provider being an approved Training Organisation, any assistance for the implementation or specific training could possibly be borne by the Client's l'OPCA.

ARTICLE 5 - Installation

The installation of the Software is effected by the Client under its own responsibility, in accordance with instructions in the user's manual.

ARTICLE 6 - Conditions of Use

This licence is granted to the Client under the following conditions :

- The Software can only be used on the tablets hereafter named in the context of services « General public mobile application » and « Professional Application» using the following information systems:
 - Apple : compatible with IOS 12 or superior ;
 - Android : compatible with Android 8.0 or superior ;

This licence is agreed for the exclusive personal needs of the Client, who is formally forbidden to allow a stranger to its business to have access to the Software. Similarly the Client is forbidden to process treatments or computer services whatsoever for a third party using the Software, in particular contract works.

This licence is non-transferable without the prior agreement of the Service Provider - except to a successor of the Client's activity. Any authorised transferee must respect the conditions of this licence - which the Client personally guarantees.

ARTICLE 7 - Intellectual Property

7.1 – Use

The Client does not acquire intellectual property rights in the Software by virtue of this order which the Service Provider expressly declares it reserves for itself. The Client therefore only has the right to use the Software exclusively for its personal needs.

The Client is forbidden to translate, adapt, arrange or modify the Software, to export it, to merge it with other softwares.

Concerning the data introduced by the Client into the Data Base, it retains the ownership of texts and photographs which it can freely use for any purpose.



7.2. Corrections of errors

The Service Provider expressly reserves the exclusive right to access the Software to allow it to be used in compliance with its intended purpose and in particular to correct errors in it or to make improvements in accordance with the object of this contract.

The Client therefore is formally forbidden to interfere with or cause to be interfered with by a third party the Software.

7.3 Backup Copy

The Client is not authorised to make a back-up copy of the Software, the Service Provider undertaking to supply it with a back-up copy in the case of a reported failure of the Software.

7.4 - Right of analysis

In accordance with the provisions of article L 122-6-1, III of the Intellectual Property Code, the Client has the right to observe, to study or to test the functioning of the Software in order to determine the ideas and principles which are the basis of the components of the programme when it carries out loading, display, performance, transmission or storage operations.

7.5 - Right of reverse engineering

The Client is authorised to reproduce the code or translate the form of the code of the Software according to the restrictive conditions set out in article L 122-6-1, IV of the Intellectual Property Code so as to render the Software interoperable with other software, the reverse engineering of the Software for any other purposes is formally forbidden. However before carrying out any reverse engineering action, the Client shall inform the Service Provider of its intention. The latter has a period of 90 days to hand over to it the interfaces or the necessary information for interoperability, or to indicate to it the means of procuring this information. Thus the Client must formally abstain from carrying out any reverse engineering during this period.

ARTICLE 8 - Guarantees

This Software being a standard software package designed to satisfy the greatest number of users, the Service Provider cannot guarantee its adaptation to the specific needs of the Client.

8.1. Development Guarantee

The Service Provider guarantees that the Software is liable to evolve, not only from a functional point of view but also in relation to the capacity of volumetric treatment, to satisfy foreseeable developments in the Client's needs.

8.2. Forward compatibility guarantee

The Service Provider guarantees the forward compatibility of development and new versions of the Software, as well as its functional and technical non regression. However, due to the use of third party material not controlled by the Service Provider (exploitation system of tablets and telephones), the Service Provider cannot guarantee the maintenance of the latest versions of systems which are no longer supported by their supplier, or which do not permit the latest exploitation system.



The Service Provider guarantees that the Software complies with its documentation. The Software is guaranteed for a period of 12 months from its delivery against all design or functional flaws and defects.

The Service Provider undertakes to use all its efforts to remedy anomalies in relation to specifications reported by the Client during the period of the guarantee.

8.3. Antivirus guarantee

The Service Provider guarantees that the Software is free of any virus as at the date of delivery.

8.4. Flaws and defects in design and production

The Service Provider expressly guarantees the Software against its functional anomalies and defects of any type originating in design or production flaws or errors.

This guarantee shall be implemented in the following conditions:

In the event of the guarantee being activated, the Client must alert the Service Provider by email and by registered post with a receipt, the date of the receipt of the registered letter with receipt shall prevail. On receipt, the Service Provider shall be obliged to propose an intervention within 30 days. This guarantee is valid for a period of 12 months. The benefit of the guarantee is excluded in the case where the Client has not respected the conditions of use set out in the documentation or if it has interfered itself or caused a third party to interfere in the Software.

8.5. Guarantee of availability of the service

In the event that the service is unusable or unavailable for a reason not due to "force majeure" or for reasons of war or natural catastrophes, the Service Provider undertakes to intervene and restore the service such as set out in this contract within a period of two working days.

This guarantee applies for the term of the contract provided that the Client is up to date with payment for the service.

ARTICLE 9 - Infringements

The Service Provider guarantees that it is the owner of the intellectual property rights permitting it to conclude this licence and that the latter is not likely to infringe a third party's rights. Similarly it guarantees that the Software is entirely original and does not, in whole or in part, constitute an infringement or unfair competition.

The Service Provider shall be obliged to compensate the Client all financial consequences of any infringement action or other action which could be taken against the Client due to the use of the Software. Consequently if all or part of the Software is recognised as constituting an infringement or other violation of intellectual property the Service Provider shall at the Service Provider's choice either obtain another software having the same functions, within a period compatible with the Client's activity, or obtain at its cost the right for the Client to continue using the Software, or reimburse the Client for the price received for the Software, notwithstanding the Client's right to demand compensation for its loss.

For its part the Client undertakes to immediately report to the Service Provider any infringement of the Software of which it is aware, the Service Provider being free to take the steps it deems appropriate.



ARTICLE 10 - Liability

Under the guarantee the Service Provider shall arrange for the correction of errors or the replacement of the defective Software, to the exclusion of any other loss whether direct or indirect, in particular related to the unavailability of the Software, for whatever duration.

The Client uses the Software and the results obtained by its implementation under its exclusive responsibility, without any possible recourse against the Service Provider. In particular the Service Provider's responsibility shall not be engaged owing to errors, for whatever reason, in the results obtained, which it falls to the Client to check.

Similarly the Service Provider shall not be held liable for the accidental destruction of the Client's data, which it is responsible to safeguard.

In any event the Service Provider's liability is limited to the price of this licence.

ARTICLE 11 - Financial terms

The annual price of the licence is subject to a quote supplied by the Service Provider.

- In the event of a substantial modification in the conditions of use

- In the case a significant change in the conditions of use of the products and services in terms of volume in the data base concerning the Client, a modification of the price of the Licence shall be the subject of negotiation between the parties.
- This modification of the price shall be the subject of a rider in the event of agreement as to the amount between the parties. Any increase in the number of products, traffic or evolution in the number of users, by more than 30% shall cause the renegotiation of the licence price.

- Automatic revision of prices

- At the end of a period of use of 3 years, the price of the licence for the use of the software shall be revised each year, on the anniversary date of the contract, by applying the formula hereafter set out :

$$P = (P_0 \times S) / S_0$$

In which :

- P represents the price exclusive of taxes of the service after revision.
- P₀ represents the price exclusive of taxes of the service as at the date of signature of this contract or as at the date of the preceding revision.
- S represents the value of the last index SYNTEC published at the date of revision.
- S₀ represents the value of the last index SYNTEC published at the date of signature of this contract or as at the date of the preceding revision.

The parties agree that the value of the original index retained is the SYNTEC index as at the date of entering into the contract.

ARTICLE 12 - Termination of the Licence

In the event of the termination of this licence for whatever reason, the Client shall immediately hand over to the Service Provider all copies of the Software, the documentation, the back-up copy in its possession.



It is formally forbidden for it to make or retain a copy, whether in whole or part, under penalty of infringement.

The Service provider reserves itself the right to cancel access to the service in the event of non payment of one of the licence terms, and this following a simple request to pay being unsatisfied, without it being necessary to have recourse to judicial procedures.

ARTICLE 13 - Term

This software licence is entered into for a period of 1 year. At the end of the initial period the contract shall be automatically renewed on the same conditions as previously. Any notice of termination of this contract shall be addressed at the latest three months before the anniversary date of the signature of the contract by the Client to the service provider by registered letter with a receipt, or by any other means being the subject of a proof of receipt by the Service provider. Failing which the contract shall be automatically renewed.



SECTION 4 : LICENCE OF SOFTWARE WEB

PRELIMINARY ARTICLE:

WEB is a software permitting the display of BACKEND material in the internet navigation. It must be integrated in the Client's internet site, by its own means, by using the API (interface technique) supplied by the Service Provider.

The terms hereafter apply concerning the WEB offer in addition to the terms of section 1.

ARTICLE 1 - Declarations

INNERSENSE hereafter called the Service Provider is duly competent to grant this licence to the Client.

The Client chooses the Software under its exclusive responsibility, without the assistance of the Service Provider.

The object of the Software is the display of three dimensional objects in a two dimensional medium on the internet.

WEB is a library destined to be inserted into the Client's internet site, by using the API (or configuration interface) supplied by the Service Provider.

API is an acronym for Programming Applications Interface. An API is an interface of programming which permits the "connection" to an application to exchange data. An API is opened and proposed by the programme owner.

ARTICLE 2 - Object

Under this contract the Service Provider grants to the Client the non-exclusive and non-assignable right to use the Software set out in the preliminary statement under the conditions hereafter set out. Invoicing is prepared based on the quote, in particular, dependent on the number of M3D in the Client's database and the services chosen by the Client.

It concerns here the display of the catalogue of the M3D on the Client's internet site. Invoicing is prepared based on the quote. This invoicing is liable to evolution dependent on the number of M3D, in accordance with the relevant quote.

- Connection of the WEB software to an E-commerce site: the connection shall be made on the basis of the quote supplied by the Service Provider, and shall require the signature of a rider concerning the planning and the terms of the development.

ARTICLE 3 - Description of the supply

The Software is supplied in the form of an access through an API (see above) containing all the instructions permitting the display by the client of the reproduction within its WEB site.



ARTICLE 4 - Training

It is for the Client to ensure that its personnel have acquired the necessary training to properly use the Software . Assistance can be obtained dependent on the offer retained. It is noted, the Service Provider being an approved raining Organisation, any assistance for the implementation or specific training could possibly be borne by the Client's l'OPCA .

ARTICLE 5 - Installation

The installation of the Software is effected by the Client under its own responsibility, in accordance with instructions in the user's manual.

ARTICLE 6 - Conditions of Use

This licence is granted to the Client under the following conditions :

The Service Provider shall ensure compatibility with most of the main navigators compatible WebGL and HTML5.

This licence is agreed for the exclusive personal needs of the Client, who is formally forbidden to allow a stranger to its business, to have access to the Software. Similarly the Client is forbidden to process treatments or computer services whatsoever for a third party using the Software, in particular contract works.

This licence is non-transferable without the prior agreement of the Service Provider - except to a successor of the Client's activity. Any authorised transferee must respect the conditions of this licence - which the Client personally guarantees.

ARTICLE 7 - Intellectual Property

7.1 – Use

The Client does not acquire intellectual property rights in the Software by virtue of this order which the Service Provider expressly declares it reserves for itself. The Client therefore only has the right to use the Software exclusively for its personal needs.

The Client is forbidden to translate, adapt, arrange or modify the Software, to export it, to merge it with other softwares, except for display within its internet site.

Concerning the data introduced by the Client into the Data Base, it retains the ownership of texts and photographs which it can freely use for any purpose.

7.2. Correction of errors

The Service Provider expressly reserves the exclusive right to access the Software to allow it to be used in compliance with its intended purpose and in particular to correct errors in it or to make improvements in accordance with the object of this contract.

The Client therefore is formally forbidden to interfere with or cause to be interfered with by a third party the Software.

7.3 Backup Copy

The Client is not authorised to make a back-up copy of the Software, the Service Provider undertaking to supply it with a back-up copy in the case of a reported failure of the Software.

7.4 - Right of analysis

In accordance with the provisions of article L 122-6-1, III of the Intellectual Property Code, the Client has the right to observe, to study or to test the functioning of the Software in



order to determine the ideas and principles which are the basis of the components of the programme when it carries out loading, display, performance, transmission or storage operations of the Software.

7.5 - Right of reverse engineering

The Client is authorised to reproduce the code or translate the form of the code of the Software according to the restrictive conditions set out in article L 122-6-1, IV of the Intellectual Property Code so as to render the Software interoperable with other software, the reverse engineering of the Software for any other purposes is formally forbidden. However before carrying out any reverse engineering action, the Client shall inform the Service Provider of its intention. The latter has a period of 90 days to hand over to it the interfaces or the necessary information for interoperability, or to indicate to it the means of procuring this information. Thus the Client must formally abstain from carrying out any reverse engineering during this period.

ARTICLE 8 - Guarantees

This Software being a standard software package designed to satisfy the greatest number of users, the Service Provider cannot guarantee its adaptation to the specific needs of the Client.

8.1. Development Guarantee

The Service Provider guarantees that the Software is liable to develop, not only from a functional point of view but also in relation to the capacity of volumetric treatment, to satisfy foreseeable developments in the Client's needs.

8.2. Forward compatibility guarantee

The Service Provider guarantees the forward compatibility of the developments and new versions of the Software, as well as its functional and technical non regression.

The Software is guaranteed for a period of 12 months from its delivery against all design or functional flaws and defects.

The Service Provider undertakes to use all its efforts to remedy, as soon as possible, anomalies in relation to specifications reported by the Client during the period of guarantee.

8.3. Antivirus guarantee

The Service Provider guarantees that the Software is free of any virus as at the date of delivery.

8.4. Flaws and defects in design and production

The Service Provider expressly guarantees the Software against its functional anomalies and defects of any type originating in design or production flaws or errors.

This guarantee shall be implemented in the following conditions:

In the event of the guarantee being activated, the Client must alert the Service Provider by email and by registered post with a receipt, the date of the receipt of the registered letter with receipt shall prevail. On receipt, the Service Provider shall be obliged to propose an intervention within 30 days. This guarantee is valid for a period of 12 months. The benefit of the guarantee is excluded in the case where the Client has not respected the conditions of use set out in the documentation or if it has interfered itself or caused a third party to interfere in the Software.

8.5. Guarantee of availability of the service

In the event that the service is unusable or unavailable for a reason not due to "force majeure" or for reasons of war or natural catastrophes, the Service Provider undertakes to



intervene and restore the service such as set out in this contract within a period of two working days.

This guarantee applies for the term of the contract provided that the Client is up to date with payment for the service.

ARTICLE 9 - Infringements

The Service Provider guarantees that it is the owner of the intellectual property rights permitting it to conclude this licence and that the latter is not likely to infringe a third party's rights. Similarly it guarantees that the Software is entirely original and does not, in whole or in part, constitute an infringement or unfair competition.

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It is formally forbidden for it to make or retain a copy, whether in whole or part, under pain of infringement.

ARTICLE 13 - Term

This software licence is entered into for a period of 1 year. At the end of the initial period the contract shall be automatically renewed on the same conditions as previously. Any notice of termination of this contract shall be addressed at the latest two months before the anniversary date of the signature of the contract by the Client to the service provider by registered letter with a receipt, or by any other means being the subject of a proof of receipt by the Service provider. Failing which the contract shall be automatically renewed.

The Service Provider reserves itself the right to cancel access to the service in the event of non payment of one of the licence terms, and this following a simple request to pay being unsatisfied, without it being necessary to have recourse to judicial procedures.