

GENERAL TERMS AND CONDITIONS OF USE MIRALIA

The <<https://miralia.ai/fr/>> website (hereinafter the "Site") is published by Idéquanet which also develops the Miralia Solution. Idéquanet is a company with a capital of 2,823 euros, whose registered office is located at 10 Rue Greneta – 75003 Paris, France, registered with the RCS of Paris under number 821 352 317 (hereinafter "Idéquanet").

ARTICLE 1 DEFINITIONS

- 1.1** "Acceptance Plan" shall mean all (i) the information to be provided by the Customer on which the installation and configuration of the Miralia Solution are based; and (ii) the description of the services provided via the Miralia Solution. The Acceptance Plan is reproduced in Appendix C.
- 1.2** "Anomaly" shall mean a reproducible malfunction that does not allow the Miralia Solution to be used in substantial conformity with the provisions of the Contract.
- 1.1.1.** "Blocking Anomaly" shall mean an Anomaly that prevents any use of the Miralia Solution;
- 1.1.2.** "Major Anomaly" shall mean an Anomaly that prevents the use of one or more essential features of the Miralia Solution;
- 1.1.3.** "Minor Anomaly" shall mean a Defect that prevents the use of one or more non-essential features of the Miralia Solution.
- 1.3** "Authorized User" shall mean an identified user, a natural person, authorised to access the Miralia Solution.
- 1.4** "Build" shall mean to the phase of the Services during which Idéquanet sets up the Miralia Solution, under the conditions defined in the Commercial Proposal.
- 1.5** "Build Fee" shall mean the amounts payable by the Customer in consideration of the Build, as set out in the Order Form.
- 1.6** "Commercial Proposal" shall mean the proposal(s) for Services submitted by Idéquanet and accepted by the Customer.
- 1.7** "Computer System" shall mean the technical infrastructure via which the Customer operates the Miralia Solution, as described in the Acceptance Plan let. In any case, the Customer remains solely responsible for the proper functioning of the Computer System, including in the case of a *cloud* service.
- 1.8** "Confidential Information" shall mean any information communicated (written, orally or by any other mean) directly or indirectly by one Party to the other Party prior or after this Contract's entry into force including, without limitations, the operations, processes, plans, know-how, commercial secrets, inventions, techniques, commercial opportunities and activities of a Party.
- 1.9** "Contract" shall mean this Miralia Solution service contract, the Order Forms, as well as any appendices and/or amendments thereto, as well as the Documentation.
- 1.10** "Customer Data" shall mean the Customer's documents, information and data that are processed through the Miralia Solution. Customer Data may include Personal Data.
- 1.11** "Documentation" shall mean the technical and information manuals relating to the Miralia Solution, provided to the Customer by Idéquanet.
- 1.12** "Force Majeure" shall mean the events external to the Parties, unpredictable and unstoppable, as defined by French case law, the following events shall be deemed to constitute a case of Force Majeure (without purporting to be an exhaustive list): war (declared or not); terrorist act; invasion; rebellion; blockade; sabotage or act of vandalism; strike or social dispute, total or partial, external to both Parties; bad weather (in particular flooding, storms and hurricanes); events declared as « natural disasters »; fire; epidemic; transport or supply blockades (particularly energy); failure of electrical energy, heating, air conditioning supplies, of the telecommunication or data transport network; satellite failure.
- 1.13** "Miralia Solution" shall mean the software solution developed by Idéquanet to optimize document analysis by means of artificial intelligence engines. Idéquanet makes the Miralia Solution available to the Customer in the form of a SaaS platform or a software installed on site within the Computer System. The different functionalities of the Miralia Solution are specified in the Documentation and in the Acceptance Plan.
- 1.14** "Initial Period" shall mean the period of provision of the Services as set out in the Order Form.
- 1.15** "Integration" shall mean the installation of the Miralia Solution within the Computer System.
- 1.16** "Integration Fee" shall mean sums due by the Customer under the Build, as referred to in the Order Form.
- 1.17** "Maintenance Operation" shall mean any maintenance operation, planned in advance and/or in the context of which an intervention is urgently required, which is likely to result in the unavailability of the Miralia Solution.
- 1.18** "Order Form" shall mean the documents setting out the particular conditions under which the Services are provided to the Customer.
- 1.19** "Perimeter" shall mean the Customer's services within which the Customer may designate Authorised Users.
- 1.20** "Personal Data" shall mean personal data (in particular of Authorized Users) that are intended to be processed via the Miralia Solution.
- 1.21** "Royalty" shall mean the sums owed by the Customer to Idéquanet, in return for which Idéquanet provides the Services. The methods of calculation of the Royalty are specified in the Order Form(s).
- 1.22** "Services" shall mean all the services provided by Idéquanet to the Customer under the terms of the Contract.
- 1.23** "Support" shall mean the support services provided by Idéquanet to the Customer, including the functional use of and assistance with the operation of the Miralia Solution, under the conditions defined in Appendix A.
- 1.24** "Update" shall mean the version of the Miralia Solution that has been updated to include bug fixes, patches and maintenance versions of the Miralia Solution and identified by a change in the number to the right of the dot (e.g. the Update to version v1.0 is version v1.1).
- 1.25** "Upgrade" shall mean a major modification of the Miralia Solution which may include options, features, enhancements, improvements to functionality or the functional scope of the Miralia Solution and identified by a change in the number to the left of the dot (e.g. Version Upgrade v1.0 is Version v2.0).
- 1.26** "Visitor(s)" refers to the people browsing the site published by Idéquanet accessible at the address <<https://miralia.ai/fr/>>.
- Idéquanet and the Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties".

ARTICLE 2 PURPOSE

The Contract defines:

- (i) the conditions under which the Customer and the Authorized Users have access to and may use the Site and the Miralia Solution;
- (ii) the conditions under which Visitors may access and use the Site.

ARTICLE 3 ENTRY INTO FORCE – DURATION

The Contract takes effect upon the signature by all Parties of the first Purchase Order

The Contract remains in force at least as long as the Visitor, the Customer and/or at least one Authorized User accesses both the Site and, if applicable, for the Initial Period.

At the end of the Initial Period, and thereafter, of each contractual period, the Contract will be automatically renewed for a new contractual period of twelve months (12), except in the event of (i) early termination under the conditions defined in Article 14 – “Termination”; or (ii) termination of the Contract by either Party at least ninety (90) days prior to the expiration of the current Contract Period.

The deletion of the Personal Space of a Visitor entails the automatic termination of the Contract, without impacting any Purchase Orders that may be in force, which will continue under the conditions defined above).

ARTICLE 4 IMPLEMENTATION OF THE MIRALIA SOLUTION AND ACCESS TO THE SITE

4.1 Build

Idéquanet configures the Miralia Solution according to the Acceptance Plan.

During the execution of the Contract, any request from the Customer not covered by the Acceptance Plan will be treated by Idéquanet as a specific request, which will be taken into account either through an amendment to the Contract or by the conclusion of an *ad hoc* contract.

In the event that the integration of the Miralia Solution has not been fully carried out under the conditions referred to in the Acceptance Plan for a reason attributable to the Customer and/or one of its service providers, Idéquanet shall be entitled to provide access to the Miralia Solution on the basis of the only elements at its disposal.

Once the Build phase has been carried out by Idéquanet, it gives the Customer access to the Miralia Solution.

According to what has been defined in the Order Form, Idéquanet:

- (i) Connects the Miralia Solution to the IT System, in accordance with the Acceptance Plan;
- (ii) Assists the Customer in the process of connecting the Miralia Solution to the IT System.

4.2 Acceptance of the Miralia Solution

In hypotheses (i) and (ii), the Customer has a period of fifteen (15) days from the availability of the Miralia Solution to notify any Anomaly to Idéquanet. In the absence of notification of one or more Anomaly(s) within this period, the Miralia Solution will be considered as having been the subject of an unreserved recipe.

The recipe is acquired when:

- no Anomaly other than a Minor Anomaly has been identified by the Customer within the time limit;
- one or more Anomaly(s) other than Minor(s), after having been identified by the Customer, have been corrected by Idéquanet.

Once acceptance has been granted, it cannot be challenged for any reason whatsoever.

Any modification of the Computer System may require the implementation of a new Integration phase, subject to the conclusion of an *ad hoc* Order Form.

4.3 Access to the Site

The Site is accessible to any Visitor. These pages are intended to provide Visitors with information to discover Idéquanet's activity, as well as the presentation of the Miralia Solution. The Site also offers features and/or information allowing Visitors to contact Idéquanet and request a demo.

However, some pages of the Site and certain Services are only accessible to Customers and Authorized Users who have previously configured their Personal Space.

In order to create his Personal Space, the Authorized User must complete the required fields. In the absence of communication of this information, the Personal Space of the Authorized User may not be created and he will not be able to benefit from the Services requiring the prior creation of such a Personal Space.

Idéquanet reserves the right to suspend access to the Authorized User's Personal Space and to suspend automatically and without notice the provision of all or part of the Services, in the event of a breach by the Authorized User of his obligations or commitments under the Contract.

ARTICLE 5 USING MIRALIA SOLUTION

5.1 Monitoring the operation of the Miralia Solution

After the acceptance referred to in article 4.2, no modification of the Acceptance Plan, nor any type of Customer Data, may be integrated without the prior and express Contract of Idéquanet.

Idéquanet takes charge of the follow-up and the monitoring of the functioning of the Miralia Solution. Nevertheless, the Customer is responsible for the conformity with the Acceptance Plan of the information communicated by the Customer and/or its service providers. Failing this, any failure of the Miralia Solution shall be attributable solely to the Customer and Idéquanet shall not be held liable in this respect.

Any intervention carried out by Idéquanet within the framework of a Customer assistance service (e.g. assistance with the configuration or deployment of an Update) and/or because of a use and/or data that does not conform or is filed late by the Customer and/or its service providers may be subject to additional invoicing, based on time spent.

5.2 Subscription to Miralia Solution

Idéquanet grants the Customer a license to use the latter to use the Miralia Solution by its Authorized Users, within the limits of the Perimeter, for its internal needs only, under the conditions and limits specified in the Contract. This right of use is granted on a non-exclusive, non-transferable, and non-assignable basis, for the whole world (unless expressly stipulated otherwise in the relevant Order Form) and for the duration of the Contract.

Within the framework of his right to use the Miralia Solution, the Customer undertakes without reservation not to:

- (i) make a copy of the Miralia Solution or elements of the Miralia Solution in any way;
- (ii) analyse, or have a third party analyse, in the sense of observing, studying and testing, the functioning of the Miralia Solution in order to determine the ideas and principles on which the elements of the program are based when the Miralia Solution performs loading, display, execution, transmission or storage operations;
- (iii) provide services to third parties, free of charge or for a fee, which are based on the Miralia Solution. In particular, the Customer shall refrain from integrating, processing and/or using the data of a third party; and/or granting full or

partial access to the Miralia Solution, in particular in the form of a desktop service, in ASP, in PaaS or in SaaS;

- (iv) transfer, lease, sublicense, assign, pledge, or transfer all or part of the ownership of the Miralia Solution in any way whatsoever.

5.3 Support and maintenance to operational conditions

Idéquanet will provide a Support Service whose implementation conditions are specified in Appendix A.

ARTICLE 6 FINANCIAL CONDITIONS

6.1 Payment for Services

The Build Fee, the Integration Fee and the Royalty that the Customer commits to pay to Idéquanet are defined in the corresponding Order Form(s).

Additional services and/or interventions carried out by Idéquanet under the conditions defined in the Contract will be invoiced by Idéquanet at the hourly rate in force at the time the service or intervention in question is carried out.

The sums due to Idéquanet and referred to in the present Article 6 are exclusive of tax and do not include any expenses (in particular travel expenses), except by express Contract between the Parties.

The Customer will reimburse Idéquanet for the costs it has incurred, provided that (i) these costs are of a reasonable amount, that (ii) Idéquanet presents the corresponding receipts, and that (iii) these costs are incurred by Idéquanet to enable it to perform its obligations in the execution of the Contract.

6.2 Payment terms

The periodicity of invoicing and the payment terms are referred to in the corresponding Order Form(s).

In the event of non-payment of any sum within the contractual period:

- (i) Any unpaid sum will automatically bear interest from day to day until the date of its full payment in principal, interest, costs and accessories, at a rate equal to five (5) times the legal interest rate in force, without any prior formality, and without prejudice to the damages that Idéquanet reserves the right to seek judicially;
- (ii) Idéquanet reserves the right, at its sole discretion, with or without prior notice, to suspend the execution of all or part of the current or future Services, until full payment of the amounts due;
- (iii) All costs incurred by Idéquanet for the recovery of sums due will be charged to the Customer, including bailiff's fees, court costs and lawyers' fees, said costs not being in any case less than the fixed indemnity referred to in Article L. 441-10 II of the French Commercial Code, in the amount of forty (40) euros; and
- (iv) All sums remaining due to Idéquanet by the Customer under the terms of the Contract become immediately payable.

The sums paid by the Customer to Idéquanet within the framework of the Contract remain acquired by Idéquanet and are therefore non-refundable, even in the event of cancellation of the Contract or of any other contract concluded between Idéquanet and the Customer.

6.3 Royalty review

At the end of each contractual period, the Royalty may be revalued according to the following formula:

$$R = Ro (S/So)$$

In which:

S = Latest SYNTEC index published at the revision date,
So = SYNTEC index twelve months prior to S,
Ro = Royalty amount for the previous contract period,
R = Revised Royalty amount.

ARTICLE 7 IDÉQUANET'S COMMITMENTS

7.1 Compliance of the Services

The Services that the Customer wishes to see carried out will be provided by Idéquanet according to the terms of the Contract, on the basis of the elements provided by the Customer and in compliance with the objectives defined by the Parties as set out in the Contract.

Unless expressly stipulated otherwise, Idéquanet's obligations under the Contract are obligations of means.

7.2 Deadlines

If necessary, Idéquanet may communicate delivery or completion dates for each stage of the Services as well as a date for delivery or final completion.

The deadlines indicated by Idéquanet are indicative and are in any case subject to compliance with its obligations by the Customer, in particular in terms of communication of relevant information.

7.3 Staff

Idéquanet is committed to ensuring that all its staff put all their know-how and knowledge at the service of the proper performance of the Services. In the event of difficulties in the provision of the Services, Idéquanet undertakes to inform the Customer immediately.

For the performance of their mission, Idéquanet staff may be required to work on the Customer's premises, at home, on Idéquanet's premises, or on the premises of any third party.

7.4 Technical and human resources

Idéquanet reserves the right to modify at any time the characteristics of its technical infrastructures, the choice of its technical suppliers and the composition of its teams.

7.5 Tax and social security obligations

Idéquanet declares, as necessary, to be registered with the Trade and Companies Register, with the URSSAF and/or with any administrations or bodies (including administrations or social insurance bodies) required for the performance of the Contract. Registrations made in accordance with this article, as well as registrations made prior to the conclusion of the Contract, must expressly cover all the Customer's activities for the performance of the services under the Contract. In accordance with the provisions of Articles L. 8221-1 et seq. and D. 8222-5 of the French Labor Code, Idéquanet undertakes to provide the Customer with any supporting document relating to its registration, the payment of its social and tax contributions as well as the employment of its employees.

7.6 Updates & Upgrades

Throughout the duration of the Contract, the Customer benefits from the Updates to the Miralia Solution which are developed and distributed by Idéquanet.

In the case of a Miralia Solution provided in SaaS, the Customer systematically benefits from Updates, which are automatically deployed by Idéquanet for all its customers.

When the Miralia Solution is operated from the Computer System, Idéquanet makes each Update available to the Customer, who is responsible for their implementation within the Miralia Solution and its IT System. In this context, the Customer undertakes to (i) deploy any Update within a period not exceeding six (6) months; and (ii) implement without delay any Update that Idéquanet would indicate as critical.

The Customer therefore accepts that Idéquanet may, without notice and at any time, modify one or more functionalities of the Miralia Solution.

Access to Version Upgrades by the Customer requires the payment of an additional fee and, in certain cases determined by Idéquanet, the conclusion of an amendment to the Contract.

Idéquanet undertakes, regardless of the number and frequency of availability of Version Upgrades, that each version of the Miralia Solution remains available to the Customer, and that the associated maintenance is provided to him, for a period of three (3) years from the placing on the market of the version concerned.

7.7 Access to the Site

Idéquanet implements all available means to offer Visitors and Authorized Users a quality service. However, Idéquanet does not guarantee that the operation of the Site will be uninterrupted, error-free or secure. In general, Idéquanet does not guarantee the completeness or accuracy of the content and information offered via the Site. Idéquanet does not guarantee that the Site will meet the needs of Authorized Users and Visitors. It is the responsibility of Authorized Users and Visitors to ensure that they actually have access to the appropriate technical means for the use of the Site.

Idéquanet reserves the right to suspend access to the Site from time to time in order to carry out maintenance operations and updates of the Site. Idéquanet will endeavour to carry out maintenance operations during non-working hours and to limit their duration.

ARTICLE 8 CUSTOMER COMMITMENTS

8.1 Customer Data

The Customer acknowledges and accepts that it is his responsibility to make all of his Customer Data relating to the Perimeter accessible in accordance with the instructions communicated by Idéquanet.

As such, Idéquanet cannot be held responsible for any failure in the provision of the Services in the event that the Customer Data transmitted by the Customer is incomplete.

In any case, the Customer guarantees that the Personal Data contained within the Customer Data has been collected and is used in accordance with the applicable legislation and in particular the provisions of Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms (hereinafter referred to as "**Law No. 78-17** ") as well as the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "**GDPR**").

8.2 Proper performance of the Contract

The Customer undertakes to:

- (i) cooperate in good faith to facilitate Idéquanet's interventions, in particular by providing it with all relevant or requested information within a timeframe that allows Idéquanet to fulfill its obligations;
- (ii) provide Idéquanet, at the latter's request, with all information and other elements required for the provision of the Services. In addition, when necessary, it undertakes to offer it access to its premises, as well as the means necessary for the provision of the Services, to a reasonable extent (e.g. workstation, means of telecommunication);
- (iii) assist Idéquanet in the provision of the Services, through its qualified, competent staff;
- (iv) Proceed to the backups of all of its data, prior to any intervention of Idéquanet and whenever it deems it necessary. Idéquanet can in no way be held responsible for a loss of data suffered by the Customer;
- (v) have a high-speed Internet connection, the costs of which remain at your expense.

The Customer is committed to the respect of these commitments by the Authorized Users.

ARTICLE 9 INTELLECTUAL PROPERTY

9.1 Miralia Solution

The Customer acknowledges that the Miralia Solution, including all patches, workarounds, updates, upgrades, improvements and modifications made available to the Customer, as well as all trade secrets, copyrights, patents, trademarks, trade names and other intellectual property rights relating thereto remain at all times the full and exclusive property of Idéquanet and that none of the provisions of the Contract can be interpreted as a any transfer of any of these rights to the Customer.

The Customer acknowledges and accepts that some of the components of the Miralia Solution are open source components.

9.2 Know-how

Any idea, know-how or technique that may have been developed by Idéquanet are the exclusive property of Idéquanet. Idéquanet may, at its sole discretion, develop, use, market and license any element similar or related to the developments made by Idéquanet for the Customer. Idéquanet is under no obligation to reveal any idea, know-how or technique that may have been developed by Idéquanet and that Idéquanet considers to be confidential and its property.

9.3 The Site

The content of the Site, in particular its structure, design, interfaces, databases, texts, digital content, trademarks, images, videos, music, as well as any graphic element and referencing of its HTML code (meta-tags), with the exception of content belonging to third parties, are the sole property of Idéquanet. This content is protected by the French Intellectual Property Code and by any applicable national or international text.

Customers, Authorized Users and Visitors are authorized to display on their screen the pages of the Site only for personal consultation on a temporary basis and according to the purposes of the Site as defined in the GTCU.

Similarly, Customers, Authorized Users and Visitors agree not to:

- (i) Extract, deliver to web scraping, transfer or use temporarily or permanently all or part of the Site and its databases for commercial or other purposes;
- (ii) Extract or use repeatedly and systematically all or part of the information visible on the Site, when such an operation clearly exceeds normal and private use of the Site;
- (iii) Operate, market or distribute any component of the Site, including the information available on the Site and any other database that may be subject to the sui generis protection applicable to databases;
- (iv) Use software or manual processes to copy our web pages or to record or collect information on these pages without the express prior written consent of Idéquanet;
- (v) Use devices or software to disrupt or attempt to disrupt the proper functioning of the Site; or implement actions that would impose a disproportionate burden on Idéquanet's infrastructure.

ARTICLE 10 PROTECTION OF PERSONAL DATA

The Personal Data communicated by the Customer and/or Authorized Users and/or Visitors are processed in accordance with the rules set out in the Privacy Policy accessible on the Site.

ARTICLE 11 AUDIT

Idéquanet is authorized, subject to notifying the Customer three (3) days in advance, to carry out, or have carried out by any third party of its choice, an audit on the Customer's premises in order to ensure compliance with its contractual commitments by the latter.

In the event of the intervention of a third party, the latter must be required to respect, in the context of audit operations, confidentiality obligations at least equivalent to those referred to in the Contract.

In the event that the audit reveals one or more breaches of its contractual obligations by the Customer, the costs related to the audit would be borne exclusively by the Customer and Idéquanet would be authorized to terminate the Contract in accordance with the provisions of Article 15, without prejudice to any other compensation it may request.

ARTICLE 12 COMPLIANCE WITH APPLICABLE LEGISLATION BY IDÉQUANET

12.1 Anti-bribery

Idéquanet declares that it has taken all necessary measures and has in particular adopted and implemented adequate procedures and codes of conduct in order to prevent any violation of these laws and regulations relating to anti-bribery and influence peddling, and in particular (i) all French legal and regulatory provisions relating to anti-bribery and influence peddling, in particular those contained in Book IV, Title III « Offences against State authority » and Title IV « Offences against public trust » of the Criminal Code; and (ii) foreign anti-bribery regulations with extraterritorial scope, in particular the US *Foreign Corrupt Practices Act* and the UK *Bribery Act*, insofar as they are applicable.

In this respect, Idéquanet undertakes to inform the Customer immediately:

- (i) of any indictment or equivalent measure carried out on the basis of any of the anti-corruption regulations;
- (ii) of any conviction – in first and, where applicable, last instance – pronounced against him or against a person acting on his behalf on the basis of one of the anti-corruption regulations;
- (iii) if his company appears on one of the publicly available debarment lists of the following international institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and Inter-American Development Bank;
- (v) of any settlement Contract relating to a violation of one of the anti-corruption regulations by Idéquanet or any person acting on its behalf.

12.2 Anti-money laundering & Terrorist finance prevention

Idéquanet undertakes to comply with all regulations relating to the fight against money laundering and terrorist financing, and in particular:

- (i) all French legal and regulatory provisions relating to anti-money laundering, in particular those contained in Book III, Title II « Other property offences » of the Criminal Code, and relating to the fight against the financing of terrorism, in particular those contained in Book IV, Title II « Terrorism » of the Criminal Code as well as those contained in Book V, Title VI « Obligations relating to the fight against money laundering, the financing of terrorist activities, prohibited lotteries, games and betting, and tax evasion and fraud » of the French Monetary and Financial Code; and
- (ii) foreign regulations relating to the fight against money laundering and terrorist financing to the extent applicable.

ARTICLE 13 WARRANTY – LIABILITY

Idéquanet will use its best endeavors to provide Services in accordance with the Acceptance Plan and objectives agreed with the Customer and as set out in the Contract.

Idéquanet does not grant any guarantee that is not expressly referred to in the Contract. More specifically, Idéquanet disclaims all warranties regarding the open source components of the Miralia Solution.

It is expressly agreed between the Parties that the provisions of this Article 11 have been agreed between the Parties in the context of a negotiation, so that each Party considers them justified and proportionate in relation to its other commitments under the Contract.

Idéquanet can only be held liable for direct and foreseeable damage within the meaning of Articles 1231-3 and 1231-4 of the Civil Code caused by a failure by Idéquanet of its obligations under the Contract.

It is expressly agreed between the Parties that Idéquanet will not be responsible for any loss of profit; loss of turnover; loss of client; loss of an opportunity (*"perte de chance"*); loss in terms of image, goodwill or reputation; any cost in order to obtain a product, a software, a service or a substitute technology; or any technical difficulty in the routing of a message via Internet.

Idéquanet cannot be held responsible in case of damage resulting from the destruction of files or data resulting from the use by the Customer of one or more elements supplied within the framework of the Services.

The total aggregate liability of Idéquanet, all damages considered and for whatever reason, may not be greater than the sums actually received by Idéquanet as Royalties during the twelve (12) months preceding the occurrence of the last damaging event.

In any case, the Customer may only seek Idéquanet's liability, due to a breach of the Contract, for a period of twelve (12) months from the occurrence of the breach in question, which the Customer expressly acknowledges and agrees.

Idéquanet will in no case be responsible for damages resulting from the non-respect by the Customer of its obligations.

ARTICLE 14 TERMINATION

Each Party may automatically, without prejudice to any damages that it reserves the right to seek judicially, terminate the Contract with immediate effect in the event of failure by the other Party to fulfil one of its essential obligations under the Contract, and in particular in the event of non-payment of the Royalty invoices owed by the Customer to Idéquanet, if this breach has not been remedied by the defaulting Party within a period of thirty (30) working days from the notification of this breach made by the other Party, by registered letter with acknowledgement of receipt.

In the event of cancellation of the Contract, for whatever reason, the Customer shall immediately cease to use any of the items provided as part of the Services.

In the event of cancellation for any reason whatsoever, all Services performed and not yet invoiced will be due to Idéquanet.

Notwithstanding the expiry or cancellation of the Contract, it is expressly agreed between the Parties that Articles 10.2, 13, 16 and 18 shall remain in full force and effect between the Parties.

ARTICLE 15 RESTITUTION OF CUSTOMER DATA

Within a period of forty-five (45) days from the expiry or cancellation of the Contract, Idéquanet undertakes to provide the Customer, if requested, with a copy of all the Customer Data available on the Miralia Solution.

This data will be made available to the Customer for downloading and/or delivered on a physical medium, at Idéquanet's discretion.

At the end of this period, Idéquanet will proceed with the complete deletion of the Customer Data, with the exception of anonymous statistical data collected by Idéquanet in the context of the provision of the Services to the Customer, and will provide the Customer with a certificate of destruction of the Customer Data.

16.1 Confidential information

Confidential Information does not include:

- (i) information currently available or becoming publicly available without breach of the Contract by a Party;
- (ii) information lawfully held by one Party prior to its disclosure by the other;
- (iii) information not resulting directly or indirectly from the use of all or part of the Confidential Information;
- (iv) information validly obtained from a third party authorized to transfer or disclose such information.

16.2 Privacy Policy

Each Party undertakes on its own behalf and on behalf of its employees, agents, subcontractors and partners, during the term of the Contract and for a period of five (5) years after its termination, to:

- (i) not to use the Confidential Information for purposes other than the performance of its obligations under the Contract;
- (ii) take any precautions he uses to protect his own confidential information of significant value, it being specified that these precautions cannot be inferior to those of a diligent professional;
- (iii) not to disclose the Confidential Information to anyone, by any means whatsoever, except to its agents, service providers or subcontractors to whom such information is necessary for the compliance of its obligations by each of the Parties.

At the end of the Contract, due to the occurrence of its term or its termination, the Customer must immediately hand over to Idéquanet all Confidential Information, regardless of their medium, obtained under the Contract. The Customer is prohibited from keeping a copy in any form whatsoever, except with the express prior written consent of Idéquanet.

ARTICLE 17 **MISCELLANEOUS****17.1 Contract documents**

Contractual documents are, in descending order of priority:

- (i) the Order Form(s); the body of the Contract; Appendix A: Support;
- (ii) Privacy Policy;
- (iii) Appendix C: Miralia Service Contract Description
- (iv) Appendix D : Acceptance Plan ;
- (v) Appendix E: Definition of the Relevance Rate

In case of contradiction between different documents, the stipulations of the document of higher rank will prevail.

17.2 Communication – Advertising

The Customer authorises Idéquanet to include it as one of its commercial references and to use the Customer's name and logo in this respect on its website, as well as in all its communication and marketing media and documents (social networks, blog, press release, feedback). The Customer agrees to participate in Co-marketing activities. This acceptance includes, but is not limited to, participation in press releases, trade fairs, conferences, customer testimonials, as well as the fact that the Contract may serve as an example of mutually beneficial collaboration.

17.3 Assignment/transfer of the Contract

Idéquanet has the right to transfer all or part of the rights and obligations resulting for it from the Contract to any company it controls,

which controls it or placed under common control (the notion of control being understood within the meaning of Article L.233-3 of the Commercial Code) automatically and without formality of any kind.

The Customer is not authorized to transfer all or part of its obligations under the Contract, in any way whatsoever, without the prior, written and express consent of Idéquanet.

17.4 Notification – Calculation of time limits

Any notification required or necessary pursuant to the provisions of the Contract must be made in writing and will be deemed validly given if delivered by hand or sent by registered letter with acknowledgment of receipt to the address of the other Party appearing on the Order Form or to any other address notified to the other Party in the forms defined in this article 18.4.

Unless otherwise provided in an article of the Contract, deadlines are calculated per calendar day. Any period calculated from a notification will run from the first attempt to deliver to the addressee, the postmark being authentic.

17.5 Force majeure

Each of the Parties cannot be held liable in the event that the performance of its obligations is delayed, restricted or made impossible due to the occurrence of a case of Force Majeure. It is expressly agreed between the Parties that the provisions of this Article 18.5 are not applicable to obligations to pay.

In the event of the occurrence of a Force Majeure, the performance of the obligations of each Party is suspended. If the Force Majeure continues for more than one (1) month, the Contract may be terminated at the request of the most diligent Party without the liability of one Party being incurred towards the other. Each of the Parties shall bear the burden of all costs incumbent upon it and resulting from the occurrence of Force Majeure.

17.6 Suppliers – Service Providers – Subcontractors

Throughout the duration of the Contract, Idéquanet will be free to call on any supplier, service provider and/or subcontractor of its choice.

The Customer authorises Idéquanet to subcontract in part or in whole the Services entrusted to it. The processor may process Customer Data under the conditions of Appendix B.

In this context, Idéquanet will remain, under the conditions set out in the Contract, responsible for the provision of the Services.

17.7 Solicitation

The Customer undertakes, throughout the duration of the Contract and two (2) years after its expiry, except with the prior written consent of Idéquanet, not to solicit directly or indirectly any Idéquanet employee who has directly or indirectly participated in the provision of the Service.

In the event of a violation of this article 17.7, Idéquanet may claim from the Customer the payment of compensation, as a penalty clause, set at an amount equal to one (1) year's net remuneration of the employee concerned, plus all costs incurred by Idéquanet to replace the employee concerned.

17.8 Contract on evidence

The computerized records will be kept in Idéquanet's computer systems under reasonable security conditions and will be considered as proof of exchanges, actions and/or orders made by Authorized Users on the Miralia Solution, which the Customer declares to accept.

17.9 Modification of the Contract

Idéquanet reserves the right to modify the conditions of use at any time. In this case, the new version of the Contract will be published on the Site and accessible by Visitors via their Personal Space at least fifteen (15) days before their entry into force.

With regard to the use of Miralia, the Contract may only be modified by mutual agreement between the Parties, by means of a written

amendment, signed by an authorized representative of each of the Parties.

17.10 Waiver

The fact that either Party does not exercise any of its rights hereunder shall not constitute a waiver on its part of its exercise, such waiver being able only to proceed from an express declaration by the Party concerned.

17.11 Validity

In the event that one or more stipulations of the Contract are considered invalid by a competent court, the other clauses will retain their scope and effect.

The stipulation considered invalid will be replaced by a stipulation whose meaning and scope will be as close as possible to the clause thus invalidated, while remaining in accordance with the applicable legislation and the common intention of the Parties.

17.12 Entirety

The Contract constitutes the entire agreement between the Parties, to the exclusion of any other document, in particular those that may be issued by the Customer before or after the signing of the Contract.

ARTICLE 18 APPLICABLE LAW — JURISDICTION

The Contract is governed by French law.

THE PARTIES EXPRESSLY AGREE TO SUBMIT ANY DISPUTE RELATING TO THE CONTRACT (INCLUDING ANY DISPUTE CONCERNING ITS NEGOTIATION, CONCLUSION, EXECUTION, TERMINATION AND/OR TERMINATION) AND/OR COMMERCIAL RELATIONS BETWEEN THE PARTIES AS WELL AS THEIR POSSIBLE TERMINATION, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY CLAIMS, INCLUDING FOR PROCEEDINGS ON APPLICATION OR IN SUMMARY PROCEEDINGS.

ANNEXE A
SaaS HOSTED SUPPORT TERMS MIRALIA

Idéquanet will provide a support service including the functional use and support in the operation of the Miralia Solution.

Regarding requests for assistance relating to the functional support of the Miralia Solution, the Customer makes his requests to Idéquanet at the address mentioned in Article 2.1 – *"Support contact means"*.

Any request for functional support will be the subject of an incident ticket, which references the Customer's request and ensures the follow-up of the Customer's request.

Requests for functional support are taken into account by Idéquanet during the support periods defined in Article 2.2 – *"Support period"*. Any request made outside a pick-up period will be processed by Idéquanet during the following pick-up period.

Any contact with the functional support by a means other than that referred to in Article 2 – *"Support contact"* will not be taken into account by Idéquanet.

1. SUPPORT CONTACT

1.1 Support contact means

Support email address: contact@miralia.ai

1.2 Pick-up period

Support hours and days are as follows:

- Opening hours: 9am-6pm (Paris local time, France);
- Opening days: Monday to Friday, excluding public holidays and/or non-working days.

2.3 Available languages

You can contact support in both English and French.

2. AVAILABILITY RATE

"Availability Rate» (or **"AR"**) means the Availability, expressed as a percentage, calculated according to the following formula:

$$AR = (DS*100)/PC$$

In which:

DS = the period, expressed in minutes, over the Coverage Period, during which the Miralia Solution is accessible to the Customer.

CP = the period during which the Availability of the Miralia Solution will be measured over a period of one (1) calendar month, excluding weekends and holidays, expressed in minutes. Scheduled maintenance and emergency maintenance periods are not taken into account in the calculation of the Availability period.

The Availability Rate of Miralia Solution, calculated over the Coverage Period, is ninety-nine point nine percent (99.9%).

Idéquanet may have to carry out Maintenance Operations on the Miralia Solution. These Maintenance Operations will be planned and the Customer will be alerted by e-mail indicating the date, time and period of the intervention at least three (3) working days in advance. Any Maintenance Operations is likely to cause an interruption in the availability of the Miralia Solution. Idéquanet undertakes to do its utmost to ensure that these Maintenance Operations cause the least possible interruption to the Services.

Idéquanet may also carry out emergency maintenance operations without notifying the Customer.

Maintenance operations that have been communicated to the Customer are not included in the Availability Rates.

3. ANOMALY CORRECTION

In the context of the correction of Anomalies, Idéquanet undertakes to provide reasonable efforts to correct the Anomalies, provided that:

- the Anomaly is directly related to Miralia Solution;
- the Anomaly is reported to him and is reproducible;
- all Updates have been implemented by Customer in accordance with the Contract;

- the Miralia Solution is used by the Customer under the conditions defined in the Contract;
- the Anomaly does not result from a difficulty in the operation of the Computer System.

Any Anomaly notified to Idéquanet will be taken into account within the following time limits (expressed in hours and working days, in accordance with 0 above), calculated from the working hour following the notification of the Anomaly concerned:

Anomaly Severity	Time limit for taking into account	Time to correct or provide a workaround
Blocking anomaly	Two (2) hours	One (1) day
Major anomaly	Four (4) hours	Three (3) days
Minor anomaly	Four (4) hours	Ten (10) days

Furthermore, Idéquanet shall in no case be held to carry out the maintenance of third party software and/or services.

Idéquanet will be released from any maintenance obligation in the event that an Anomaly results from:

- the use of the Miralia Solution in an environment that does not comply with Idéquanet's recommendations;
- the use of the Miralia Solution not in accordance with the stipulations of the Acceptance Plan;
- a defect or bug related to the Idéquanet environment or the hosting of the Miralia Solution;
- negligence, misuse or improper use of the Miralia Solution or non-compliance by the Customer with its obligations under the Contract;
- problems or difficulties connecting to Internet and Intranet networks;
- problems relating to the Customer's computer equipment and/or the Computer System;
- an event beyond the control of Idéquanet, such as a case of Force Majeure.

Idéquanet cannot be held liable for an Anomaly that occurs during a Maintenance Operation.

* * *

ANNEXE B
CONTRACTUAL DESCRIPTION OF MIRALIA SERVICES

1. INSTANCE

An instance of the AI is equivalent to an NLU brick (with 1 replica) deployed by Miralia for a project available on 2 environments (dev and prod).

Miralia provides as part of Miralia where two NLU bricks: one for message analysis and one for attachment analysis.

Depending on the product, this instance will be usable through a direct API call (NLU project) or indirect by connectors/APIs produced as part of a Miralia

2. CATEGORIZATION - ROUTING

Categorization is the act of applying a category that can represent:

- an intention
- a service/mailbox where a message must be routed

This category is determined by NLU analysis of the content of the message as well as the categorization (detection of the type of attachment e.g. RIB, JUID....) of the attachment or attachments.

It is possible to apply multiple categories to a message. This is called multi-categorization.

3. ATTACHMENT CATEGORIZATION

Miralia uses the analysis of a document to perform a categorization of the attachment. The categorization is done document by document, so an attachment will have only one category. In the case of an attachment consisting of multiple documents, only the category of the document with the highest priority will be provided. We use OCR engines to extract text from the document when necessary.

Supported formats are: .csv , .doc , .docx , .eml , .epub , .gif , .htm , .html , .jpeg , .jpg , .json , .log , .msg , .odp , .ods , .odt , .pdf , .png , .ppt , .pptm , .pptx , .rtf , .tif , .tiff , .txt , .xls , .xlsn , .xlsx , .xml.

4. RESPONSE GENERATION

Response generation in Miralia is based on several parameters:

- a generic header (usually a greeting that is dynamic)
- a generic footer (usually a signature or mail closure)
- text related to a category of the message and the language detected in the message

A message can have 1 to 2 types of responses generated:

- a draft response sent to our user as a draft in his tool, allowing the user to customize the response before sending
- An automatic reply, which is a reply sent to the sender of the message, this type of reply can also be an acknowledgement of receipt.

It is possible for the same category to define several possible answers in relation to information that would have been identified by the NLU brick.

5. RESPONSE DRAFTS - ACKNOWLEDGEMENT - STATIC AUTO-REPLY

The Miralia Solution will send back to the sender of the message a static response based on the categorization (or categorizations detected). By static, we mean that the response will not be customized based on information received in the message or information retrieved through connections to tools external to Miralia

6. RESPONSE DRAFTS - ACKNOWLEDGEMENT OF RESPONSE - SEMI DYNAMIC AUTO REPLY

The Miralia Solution will send back to the sender of the message a semi-dynamic response based on the categorization (or categorizations detected). By semi-dynamic, , we mean that the response will only be customizable according to the information extracted from the message and/or attachments. It cannot be customized against information retrieved via connections to tools external to Miralia.

7. RESPONSE DRAFTS - RESPONSE ACKNOWLEDGEMENT - DYNAMIC AUTO-RESPONSE

The Miralia Solution will send back to the sender of the message a dynamic response based on the categorization (or categorizations detected). By dynamic, we mean that the response will be customizable according to the information extracted from the message or attachments but also according to the information retrieved via connections to external tools to Miralia (for example: CRM, order tracking tool,...)

8. DATA RETRIEVAL (REQUIRED WHEN USING THE DYNAMIC AUTO-REPLY FEATURE)

This feature will make it possible to query external solutions to Miralia to retrieve information in order to complete the draft response or the direct reply to the message received.

9. LANGUAGES AVAILABLE IN THE NLU ENGINE

Chinese, Czech, Danish, Dutch, English, French, German, Hungarian, Italian, Japanese, Korean, Norwegian Bokmål, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Spanish, Swedish, Turkish.

ANNEXE C
DEFINITION OF THE RELEVANCE RATE

Definition of binary classification: Binary classification divides data into four categories by the following table:

	Expected	Obtained
True Positive (VP)	X	X
False Negative (FN) - falsely negative test	X	
False Positive (FP) - falsely positive test		X
True Negative (VN)		

1. DEFINITION OF ACCURACY:

Precision refers to the number of expected elements found compared to the total number of elements proposed for a given test.

1.1 Formula

$$\text{Accuracy} = \frac{\text{Nombre de Vrai Positif}}{\text{Nombre de Vrai Positif} + \text{Nombre de Faux Positif}}$$

1.2 Explanation

Accuracy makes it possible to assess whether the configuration is not detecting too many elements that it should not detect.

It is used to **measure** the noise of the configuration:

- High accuracy signals few false positives (most of what has been detected is correct).
- Low accuracy signals a lot of false positives (much of what has been detected is incorrect).

2. DEFINITION OF SENSITIVITY:

Sensitivity is the number of expected elements found compared to the number of elements expected in the given test.

2.1 Formula

$$\text{Sensitivity} = \frac{\text{Nombre de Vrai Positif}}{\text{Nombre de Vrai Positif} + \text{Nombre de Faux Négatif}}$$

2.2 Explanation

Sensitivity is used to assess the proportion of the total expected perimeter that the configuration is able to detect.

- If it is high, the configuration detects a large part of the expected elements.
- If it is low, the configuration does not detect wide enough (there are many false negatives).

3. DEFINITION OF THE F2 RELEVANCE SCORE:

The F2 score is an average (harmonic) between accuracy and sensitivity. The F2 score is defined as follows:

3.1 Formula:

$$\text{Score F2} = (1 + 4) \frac{\text{précision} \times \text{sensibilité}}{(4 \times \text{précision}) + \text{sensibilité}}$$

3.2 Definition of prerequisites for processing attachments that may impact the relevance rate:

Miralia uses OCR engines to process attachments. The quality of documents received as attachments can impact the rate of relevance. The prerequisites for attachments are as follows:

- Min 300 DPI

- Non-password-protected documents

OCRisation rate for attachments:

CI error rate:

4. CONTRACTUAL COMMITMENT OF IDEQUANET

Subject to the good quality of the attachments (see the prerequisites above), Miralia is able to commit to the project defined in the Acceptance Plan on a Relevance Score F2 all categories combined of **80%** at the end of the hypercare period from **a test set validated jointly by the Parties.**