

## GENERAL TERMS AND CONDITIONS OF SALE

The present document is provided solely for translation purposes. In the event of any contradiction between the French and English versions, the French version shall prevail.

The present terms and conditions of sale (hereinafter the "**General Terms and Conditions**") apply to all software and services provided by CENTREON to the contracting customer for its professional needs (hereinafter the "**Customer**").

"**CENTREON**" means, depending on the location of the customer's head office:

**CENTREON SOFTWARE SYSTEMS FRANCE**, Regions France, Southern Europe, MEA & APAC, A joint-stock company (SAS) registered in the Paris Trade and Companies Register under number 842 894 743, with capital of 417,100 euros and head office at 28/34 rue du Chateau des Rentiers 75013 Paris, FRANCE;

**CENTREON SOFTWARE SYSTEMS SWITZERLAND**, Regions Switzerland & DACH, a Corporation (SA) registered in Switzerland under number CHE-223-308-214, with capital of CHF 1,300,000 and registered office at rue du Général-Dufour, 20, C/O LPG Genève Fiduciaires de Suisse SARL, CH1204, Geneva, SWITZERLAND;

**CENTREON SOFTWARE SYSTEMS ITALIA**, Italy, a limited liability company (S.R.L) registered in Italy under number REA 2653940 and having its registered office at Viale Monte Nero n. 84 - 20135 Milano, ITALY.

**CENTREON SOFTWARE SYSTEMS LUXEMBOURG**, Luxembourg regions & European countries not mentioned above, a limited liability company (SARL) registered in Luxembourg under number B224590, with capital of 190,000 euros, identification number 2018 2428 753 and registered office at 5 place de la Gare L-1616 Luxembourg, LUXEMBOURG;

It is specified that each contracting entity is fully autonomous and is the sole party to the Contract with the Customer depending on the location of the Customer's registered office. Consequently, the aforementioned entities cannot be held jointly and/or severally liable in the event of a dispute or loss, which means that only the contracting entity designated herein may be held liable to the extent provided for in the Contract.

The Customer and Centreon are hereinafter individually referred to as a "**Party**" and together as the "**Parties**".

Centreon regularly revises these General and Specific Conditions and undertakes to inform the Customer by any means. Continued use of Centreon's Software and/or Services after notification by Centreon of the modification of the present General Terms and Conditions presumes(s) the unreserved acceptance by the Customer of the new General Terms and Conditions thus notified. The most recent version of the General Conditions may be freely consulted by the Customer at any time on the following link <https://www.centreon.com/legal-resources/>

### 1. DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms shall have the meanings respectively set out below:

"**Special Conditions**" refer to clauses specific to a customer. These conditions may, in particular, include Pricing Models, payment conditions and customizable service levels. These are in addition to the General Conditions and Specific Conditions.

"**Specific Terms**" means the particular provisions that exclusively govern a specific Software and/or Service marketed by Centreon detailing, including, its features, technical specifications, granted

rights of use and limitations, warranties, installation requirements and any other items that differ from these General Terms.

"**Contract**" means, in ascending order of priority, the following documents:

- The present General Conditions;
- Specific Conditions;
- Special Conditions;
- The Quotation;
- Its possible addendum(s).

The contract is evidenced by the signature of the Quotation or by the conclusion of the online order on the Centreon web portal, which refers to the present General Terms and Conditions and constitutes acceptance of the Contract. Acceptance of the Contract by electronic means or online has the same evidential value between the Parties as agreement on paper. The Contract expresses all the rights and obligations of the Parties. It cancels and replaces any document previously exchanged between the Parties.

"**Quotation**" means any document indicating, in particular, the list of Products, their price and the method of payment issued by Centreon and signed by the Customer.

"**Documentation**" refers to the user guides and manuals and any other documents relating to the Products, whatever their medium, supplied to the Customer with the Products describing the functionalities and instructions for use and necessary for their use.

"**License**" means the rights of use granted by Centreon on the Software(s) to the Customer.

"**Software(s)**" means the computer software(s) developed by Centreon, including adaptations, evolutions and updates, if any, as well as the related documentation. The Software includes and requires the use of the Centreon software package, distributed in part by Centreon under an open source license, available at the following link <https://www.centreon.com/legal-resources/> and/or in the product documentation, which the Customer acknowledges having read.

"**Product(s)**" means the computer software(s) developed by Centreon, including the associated Services, adaptations, evolutions and updates, if any, as well as the related documentation.

"**Service(s)**" means all services related to the Software, including without limitation, integration, installation, configuration and maintenance services related to the Software.

### 2. DUTY TO INFORM AND WARN

Centreon undertakes to advise the Customer on the choices the Customer makes and acknowledges a general obligation to provide information and warnings. This obligation is tempered by a Customer's obligation to cooperate. In this respect, the Customer acknowledges that it is his responsibility to ensure, where necessary with the assistance of a third-party expert, the suitability of the Software and/or Services for their needs on the basis of the information requested prior to placing their order, and to verify that they will be able to fulfill their own objectives. The Customer further acknowledges that the information is available on the Centreon website and undertakes to consult it regularly. Centreon cannot guarantee the ability of the Products to satisfy the Customer's own objectives, nor that they are adapted to the Customer's specific needs or suitable for the integration and customization operations envisaged by the Customer.

In addition, the Customer acknowledges that he is aware of the prerequisites for using the Products. The prior installation of an IT environment corresponding to the prerequisites as described in the documentation constitutes an essential condition for the performance of the Products.

### 3. ORDER

Orders can be placed online via the Centreon web portal or directly with the Centreon sales administration department.

All orders imply the express and unreserved acceptance by the Customer of these General Terms and Conditions. The Products supplied by Centreon are described in a Quotation issued by Centreon and in the technical documentation. The sending of a purchase order by the Customer cannot have the effect of modifying the terms and conditions of the order and the Customer declares that the sending of a purchase order is for the purpose of meeting its administrative needs and internal ordering process. The order is executed in accordance with the terms and conditions of the Contract. All orders are firm and final upon confirmation of the order by Centreon. In the absence of formal confirmation by Centreon within five (5) working days, the order shall be deemed accepted.

To place an order online on the Centreon web portal, the Customer must first create a user account and provide Centreon with the information required to create the user account. The Customer may delete his user account at any time. The price of any online order must be paid in full when the order is placed.

The Customer undertakes to provide Centreon, on the first order, with its bank details (RIB), a K-bis extract and its latest balance sheet. Centreon reserves the right to make acceptance of the order conditional on payment of the full price at the time of the order, or on the provision of guarantees in favor of Centreon.

Any modification of an order by the Customer requires the prior written consent of Centreon. In such a case, Centreon reserves the right to revise the price and lead times initially proposed accordingly.

Unless expressly agreed otherwise and compensation by the Client for costs incurred by Centreon, no modification, suspension or cancellation of an order shall be binding on Centreon from the date of confirmation of the order by Centreon or receipt of the detailed quotation issued by Centreon and signed by the Client.

### 4. GUARANTEE

Centreon warrants that the Products comply with the Documentation. Centreon grants a contractual warranty on the Products for a maximum period of three (3) months from delivery. This warranty is granted only in the event of a reproducible installation anomaly attributable exclusively to the Software. In the event that the Software has been supplied with an activation key, Centreon undertakes to provide the Customer with a new activation key.

In any event, the Customer may only invoke the benefit of the warranty if the Software(s) are used in accordance with the technical specifications and usage rules, have not been modified and/or have not been used with hardware, computer systems or programs supplied by a third party, without the prior agreement of Centreon.

### 5. FINANCIAL CONDITIONS

**Prices.** Products are invoiced at the price indicated on the relevant Quotation. All prices are exclusive of tax, and all applicable taxes are borne by the Customer. The taxes applied are those provided for by the regulations in force and, in the event that these are modified, the resulting price variations will take effect from the day of their application. The price inclusive of tax is indicated on the Quotation and on the corresponding invoice.

Products are invoiced either in Euros, USD, CAD, CHF or Pounds Sterling, depending on the Centreon entity issuing these General Terms and Conditions and the geographical location of the Customer.

The cost of transport, delivery, packaging (excluding standard packaging) and insurance are borne by the Client and are also indicated on the Quotation.

**Electronic invoicing.** The Customer expressly accepts that Centreon reserves the right to send or make available the invoice in electronic format (PDF) only.

**Payment terms.** Unless otherwise specified in the Quotation, invoices are payable within thirty (30) days from the date of invoice issuance by bank transfer to the account indicated by Centreon to the Customer or by bank debit or any other means proposed by Centreon.

All orders placed online must be fully paid online at the time of the order. In this case, the invoice is accessible online from the user account.

**Disputes.** In the event that the Customer contests an invoice, the Customer has a period of five (5) days from the date of issue of said invoice to notify its contestation. In the absence of such notification, the invoice is deemed to have been accepted by the Customer and may not be contested. In any event, it should be noted that the contestation of an invoice cannot suspend the payment of invoices, and payment of any contested invoice remains due.

**Indexation.** At the end of the minimum commitment period and on each anniversary date of the Contract, Centreon reserves the right to increase the prices, subject to a maximum increase of 5% per renewal, while ensuring that the prices do not exceed the rates in effect at the time of renewal.

**Modification.** At the end of the minimum commitment period and on each anniversary date of the Contract, Centreon remains entitled to modify the prices, by applying the new price list in force, in particular, and without this list being limitative, due to unforeseeable external elements such as the general evolution of prices, hosting costs, or evolution of legislation.

**Delay and default of payment.** Any payment by compensation is excluded. In the event that the Customer fails any invoice, the Customer shall pay to Centreon late payment interests, at the rate applied by the European Central Bank to its last refinancing operation increased by ten (10) points, notwithstanding the payment of a fixed late payment indemnity of forty (40) EUR per unpaid invoice and the reimbursement to Centreon of any collection expenses and any damages which Centreon could claim in this respect. Furthermore, Centreon reserves the right to suspend, limit or restrict any orders in progress and/or access to Products without any formality or prior notice before any possible implementation of a termination procedure in accordance with Article 13 Duration and Termination below.

**Payment received from abroad and VAT exemption.** In the event of a double taxation agreement or if the Customer is required to withhold tax on amounts due to Centreon or is exempt from the payment of VAT, the Customer undertakes to provide Centreon with the necessary documents, in particular, proof of effective payment of withholding taxes such as a certificate from the tax authorities of the country concerned, enabling Centreon to justify to the tax authorities on which it depends: (i) that the duties, fees and taxes of any kind withheld or for which a second payment is required are not due, (ii) that the Customer is exempt from the payment of VAT under current regulations. Should the Customer fail to do so,, Centreon will invoice the Customer for the price of the Products including all necessary amounts for Centreon to collect the exact amount due, and all interest, penalties, fines and costs of any kind paid by the Centreon to the tax authorities, resulting from the failure to provide the aforementioned documents.

### 6. PRIVACY

Any information provided by one Party to the other, or to whom a Party has access during the negotiation and/or execution of the Contract, whatsoever (technical, financial, legal, commercial, strategic, IT, etc.) transferred either in material form (containing within a physical medium of any form or nature whatsoever) or in immaterial form (verbally, by electronic or audiovisual means, etc.), shall be deemed confidential.

In particular, any information relating to Centreon's Product, the documentation, the commercial proposals and the commercial strategies and business processes of either Party are notably considered as confidential.

The Parties undertake to keep confidential the aforesaid information and to apply at least the same provisions than those usually applied to protect their own confidential information, and must uphold the same obligation of confidentiality to all their employees of any position whatsoever for any confidential information as defined hereinabove.

The Parties acknowledge that the following information shall not be considered confidential:

- information that has fallen into the public domain through any means other than breach of the confidentiality undertaking set out in the Contract;
- information previously known to the receiving Party which is not subject to an obligation of confidentiality;
- information lawfully obtained from a third party or independently of the execution of the Contract.

The provisions of this article shall remain in force during the entire duration of the Contract and for five (5) years following its expiry or termination for any reason whatsoever.

## 7. INTELLECTUAL PROPERTY

The granting of the right to use the Software and/or the provision of a Service does not entail any transfer of property rights to the Customer. The Software and/or Service remains the property of Centreon.

Under the condition of the entire payment of the price by the Customer, Centreon grants to the Customer a personal, non-exclusive and non-transferable right to use the Software within the limits and conditions defined in the Contract, and more specifically in the Quotation and Specific Conditions. Unless otherwise stipulated, the right to use the Software is granted solely for the Customer's internal needs, to the exclusion of any other purpose.

The Customer agrees not to infringe, directly or indirectly through third parties, Centreon's intellectual property rights in the Products. In this respect, the Customer shall maintain all indications of ownership and/or copyright that may appear on the constituent elements of the Products and Documentation. In the same way, it will include these mentions on any total or partial reproduction which would be authorized by Centreon and in particular on the backup copy.

The Customer acknowledges that the Product(s) may operate in combination with or using third-party software whose intellectual property rights belong to third parties. In this case, Centreon warrants to the Customer that it has obtained the necessary rights, authorization and consent for the Customer to use the third-party software in conjunction with the Centreon's Product(s) as authorized in these General Terms and Conditions.

The Customer acknowledges that it may be granted a specific license for the use of third-party software directly by the author or publisher. The licenses of third-party software publishers are detailed in their general terms and conditions. The Customer acknowledges and accepts that Centreon exercises no control over and provides no warranty whatsoever regarding the products or services offered by third parties. In any case, the Customer must refer to the terms of the user license, whether included in the documentation or in any other document.

Centreon warrants the Customer against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any claim for infringement of any intellectual property rights arising from the use of Product. In this respect, Centreon shall indemnify and hold harmless the Customer against all damages that shall pay further to a definitive court decision and having for exclusive ground the demonstration of such infringement.

This warranty is subject to the following express conditions:

- the Customer shall promptly notify Centreon if any claim or demand is made or action brought against the Customer;

- that Centreon is in charge and free to compromise;
- that the Customer provides all the information, all the elements in its possession and all the necessary assistance to Centreon to enable it to carry out its defense;
- the alleged infringement could not have avoided by the installation and use by the Customer of an upgrade of the Product supplied by Centreon.

In the event of prohibition of use of the Product, Centreon will, at its option and expense:

- obtain the right for the Customer to continue using the Products;
- replace the Product to make its use non-infringing;
- to modify the to make its use non-infringing;
- to reimburse to the Customer the price received under this Contract.

The foregoing stipulations set the sole appeal of which the Customer has and the limits of the Centreon's infringement warranty.

## 8. DATA PROTECTION AND SYSTEM SECURITY

The Customer is solely responsible for the back up the data it processes or stores and acknowledges that it is its responsibility to regularly perform data backups, to regularly verify the content of any backups made, and to use suitable backup media in good condition.

The Customer is solely responsible for the security of its information system and acknowledges that it is its responsibility to implement a security policy appropriate to its activity.

## 9. PERSONAL DATA

For the purpose of these general Condition,, "**Personal Data Regulations**" means the applicable French and European regulations on the protection of personal data, including: Law n°78-17 of January 6, 1978 relating to data processing, files and freedom as amended, EU Regulation 2016/679 of April 27, 2016 published in the Official Journal of the European Union on May 4, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data applicable since May 25, 2018, Directive 2002/58/EC of July 12, 2002, known as "privacy and electronic communications", as amended, as well as any other European statute that may amend or supplement the provisions in force on the date of this Contract and that may apply to any of the Parties.

The Customer retains the full control over the personal data it processes as part of its activity and is liable, as data controller, in accordance with the provisions of the French Data Protection Act (Réglementation sur les Données Personnelles).

In principle, Centreon does not have access to personal data processed by the Customer as part of its activity (hereinafter referred to as "**Personal Data**").

However, Centreon might have special access to this Personal Data, depending on the situation (e.g. in the event Centreon is configuring software on the Customer's instructions); in such a case, Centreon will act exclusively as a data processor within the meaning of the Personal Data Regulations.

According to this, Centreon will process Personal Data on behalf of the Customer and on its instructions, for the sole purposes of allowing the Customer to benefit fully from the Products supplied by Centreon, during the term of the Contract.

The Personal Data processed by Centreon on behalf of the Customer are: first and last names, functions, phone number and e-mail and postal addresses of the persons concerned by the processing operations carried out by Centreon on behalf of the Customer.

The Customer, in its capacity as data controller, hereby guarantees that the Personal Data it provides to Centreon in this context is processed by it in accordance with the Personal Data Regulations.

The Customer undertakes to document in writing its instructions concerning the processing of Personal Data entrusted to Centreon.

In general, the Customer undertakes to:

- Answer as quickly as possible to Centreon's queries regarding the methods of processing of Personal Data, and in particular regarding the selection of any processors;
- Take into account Centreon's advice on compliance with the Personal Data Regulations, and to consult Centreon in the event of any difficulties;
- Promptly inform Centreon of any claim or difficulty that may arise from a security breach in order to coordinate the response, and collaborate with Centreon in this regard;

Supervise the processing carried out on his behalf by Centreon. Centreon, in its capacity as processor, undertakes to comply with its obligations under the Personal Data Regulations, and in particular to:

- Process Personal Data exclusively for the aforementioned purpose (to allow the Customer to benefit from the Products supplied by Centreon);
- Process Personal Data in accordance with the Customer's instructions. If Centreon considers that a Customer's instruction constitutes a violation of the Personal Data Regulations, it undertakes to inform immediately the Customer. If Centreon is required, under Union law or French law by which it is governed, to transfer Personal Data outside the European Union, it undertakes to inform the Customer of such legal obligation prior to processing, unless the relevant law prohibits such information for substantial grounds of public interest; Guarantee the security and confidentiality of the Personal Data processed, in accordance with the stipulations of this Contract and the Personal Data Regulations;
- Ensure that persons authorized to process Personal Data are contractually bound to maintain confidentiality or are subject to a suitable legal obligation of confidentiality and receive the necessary training on Personal Data protection.

Centreon shall be authorized to use subcontractors to carry out consulting activities. The subcontractor(s) shall be subject to the same obligations as Centreon.

Centreon shall be responsible for ensuring that the subcontractor(s) provide(s) sufficient guarantees with regard to the security and confidentiality of the Personal Data, so that the processing complies with the requirements of the Data Protection Regulation.

Should the subcontractor(s) not fulfil its(their) data protection obligations, Centreon shall remain fully liable to the Customer for the performance by the other processor(s) of its (their) obligations.

Insofar as the Personal Data is initially collected by the Customer, it is the Customer's responsibility to provide information to the persons concerned by the processing operations carried out by Centreon on its behalf, at the time the data is collected.

Centreon shall assist the Customer in answering requests regarding the exercise of the rights of access, rectification, deletion and opposition, the right to data processing limitation, the right to data portability, the right not to be subject to an automated individual decision (including profiling).

Where the relevant persons make a request to Centreon to exercise their rights, Centreon shall forward such requests immediately upon receipt by e-mail provided by the Customer to Centreon.

Centreon shall notify the Customer in writing of any breach of Personal Data within a maximum of forty-eight (48) hours of becoming aware of it.

This notification shall be accompanied by all relevant documentation to enable the Customer to (i) take all appropriate measures or instruct Centreon to do so, (ii) if necessary, notify such violation to the competent supervisory authority.

The Customer shall be responsible for informing the relevant persons, if required by the Personal Data Regulations.

Centreon undertakes, as necessary, to assist the Customer in carrying out a Data protection impact assessment.

Centreon undertakes, as necessary, to assist the Customer in carrying out prior consultation of the supervisory authority.

Centreon undertakes to implement the technical and organizational security measures necessary for the security and integrity of the Personal Data it processes in such way that the processing carried out on behalf of the Customer meets the requirements of the Personal Data Regulations and guarantees the protection of the rights of the relevant persons.

Specifically, Centreon undertakes to implement the following security measures:

- User authentication (individual password, certificate, signature, etc.);
- Data backup;
- Business continuity measures (smoke detectors, fire extinguishers, etc.);
- Premises security (locking doors, badges, etc.);
- Server security (administrator password, updates, etc.);
- Archiving;
- Protective measures for data exchange (e.g. "https" protocol);
- Data encryption;

Upon expiry of the Contract, Centreon undertakes, in accordance with the Customer's instructions, to:

- Delete all of Personal Data that it has been required to process on behalf of the Customer, subject to any applicable legal obligations; and/or
- Return all of the Customer's Personal Data, it being specified that the return must be combined with the deletion of all existing copies in Centreon's information systems, unless applicable law requires the retention of Personal Data. Once the copies have been deleted, Centreon shall provide written evidence of the deletion.

The Parties undertake to provide each other with the name and contact details of their Data Protection Officer if they have appointed one in accordance with the Personal Data Regulations.

Centreon undertakes to provide to the Customer with the necessary documentation to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the Customer or other auditor it may have appointed, and to assist in such audits.

Furthermore, insofar as Centreon is required, within the context of the performance of this Contract, to process the Customer's Personal Data (and/or of its employees), it undertakes to do so in accordance with the Personal Data Protection Regulations and Centreon's privacy policy.

## 10. NON-PERSONAL DATA

While using Centreon's Products, Centreon collects anonymous and non-personal data concerning, in particular and without this list being limitative, the servers use, hosts, metrics, services, pollers and usage statistics of the software suite. This information is used for the sole purpose of improving the Product(s) and the user experience and for no other purpose.

Data collected by the monitoring system must be limited to operational data that does not include personally identifiable information ("PII"). The Personal Data Regulation does not apply to such operational data.

## 11. AUDIT AND PROTECTION MEASURES

The Customer acknowledges having been informed and expressly accepts that the Product(s) may include necessary technical protection measures, in particular, for support and assistance services, which allow either automatically, or on the initiative of Centreon, to send information on (i) the identification of the Customer (ii) the identification of the Product (iii) the scope of use (number of users, volume, functionalities).

Should such a device require activation by the Customer, the Customer undertakes to activate it at Centreon's request and to provide the aforementioned information. In the event that the Customer refuses to activate the aforementioned protection measures and/or the aforementioned information reveals that the Products are being used beyond the defined scope of use, throughout the term of the Contract and for a period of twelve (12) months following its expiration or termination for any reason whatsoever, Centreon reserves the right to carry out an audit, at its own expense, subject to compliance with a ten (10) day notice period, in order to verify or have verified the use of the Products, as the case may be, by a third party representing it, compliance with the terms of the present Contract. In the event that this audit reveals that the Products are being used beyond the scope of use defined in this Agreement, Centreon will retroactively invoice the Customer for a license extension corresponding to the difference between the right acquired by the Customer and its actual use at the current public price, with an additional penalty of 50% of the aforementioned difference. The Customer will also reimburse Centreon for audit costs on presentation of receipts.

Payment by the Customer for the license extension automatically modifies the scope of the license, if applicable.

## 12. LIABILITY / INSURANCE

Under this Contract, Centreon is subject to an obligation of means. In this respect, CENTREON shall only be liable in case of proven breach and for damages that are directly resulting from such breach which are not covered under the warranty. However, Centreon shall not be held liable for any damage resulting in particular from:

- any unauthorized use of the Products;
- hardware and software included in the Customer's environment or supplied by third parties;
- use of the Products in an environment or configuration that does not comply with Centreon's technical requirements.

In any case, Centreon cannot be held liable for any indirect and/or immaterial damage suffered by the Customer, such as, but not limited to, loss of profits, loss of customers, operating losses, disruption or cost increase of the Customer's activities, loss of data, damage to reputation or any other moral damages.

As an decisive and essential condition of the Contract, Centreon's aggregate liability to the Customer for all damages and other losses for any cause arising under this Contract is limited to and will not exceed, for any reason whatsoever, fifty percent (50%) of the amount paid by the Customer, excluding taxes, during the twelve (12) months prior to the event giving rise to liability, excluding Services.

If the Contract provides for the application of penalties, these, unless expressly stipulated otherwise, are exclusive of any other remedy to which the Customer may be entitled. The aforementioned stipulations do not apply to damage resulting from death or personal injury or caused by fraud, gross negligence or willful misconduct.

The Parties acknowledge that the Contract price reflects the allocation of risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been concluded without the limitations of liability defined in these General Terms and Conditions.

Each of the Parties declares that it is insured with a solvent insurance company for all the consequences of acts for which it may be held liable under the terms of this Contract.

## 13. TERM AND TERMINATION

The Contract comes into force on the date of signature of the Quotation for the duration agreed between the Parties. The Customer acknowledges that the activation date of the Product may differ from the date of signature of the Quotation.

At the end of the minimum commitment period indicated in the Quotation, the Contract is tacitly renewed for successive periods of twelve (12) months unless terminated by the Customer by registered

letter with acknowledgement of receipt at least ninety (90) days before the renewal date.

In the event of one of the Parties failing to meet one of its substantial obligations hereunder, the other Party may terminate the Contract, without having to file any claim before the competent court to this effect ("de plein droit") and without prejudice to other remedies available for any damages suffered, subject to a thirty (30) days prior notice from the receipt of the acknowledgement of the registered letter, if the breaching Party does not cure its breach within thirty (30) days of the date of receipt of the failure notification. Centreon may immediately terminate the Contract if the Customer infringes Centreon's intellectual property rights. In the event of termination of the Contract, for whatever reason, the Customer undertakes to uninstall the terminated Product(s) and remains liable for payment of all amounts due up to the effective date of termination, and more generally, for payment of all invoices due to Centreon and remaining unpaid, notwithstanding the effective date of termination.

## 14. COMMERCIAL REFERENCE

Unless otherwise expressly stipulated in the Quotation or Special Conditions, the Customer authorizes Centreon to disclose its name as a commercial reference in its presentations, commercial proposals, its commercial documentation and website. Any other type of communication is subject to the prior written agreement of the Customer.

## 15. NO SOLICITATION OF STAFF

The Customer shall not solicit, poach, offer employment to hire or cause to be employed, directly or indirectly, any Centreon employee without the prior written consent of Centreon. This interdiction applies throughout the duration of the Contract and for twelve (12) months following the termination of this Contract for any reason whatsoever. Any violation of these interdiction shall automatically entail the payment by the Customer of a compensation equal to twelve (12) times the last gross monthly salary of the employee hired under these conditions.

## 16. EXPORT CONTROL

The Customer may not use, export or re-export the Licensed Application, except as permitted by French law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) to any country under French, European or U.S. embargo or (b) to any person on the EU Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions or to any person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons or Entities List. By using the licensed application, the Customer represents and warrants that he is not located in any such country or on any such list. The Customer also agree not to use these Products for any purpose prohibited by French, European or U.S. law, including, without limitation, the development, design, manufacture or production of nuclear weapons, missiles or chemical or biological weapons.

The Customer furthermore acknowledges that in all cases it is prohibited to export, re-export, sell and/or pass on or disclose the Product in any of the countries listed under the Internet address indicated below, and that even activation of the Product is, in all cases, prohibited in these countries:

<https://www.centreon.com/legal/en/embargoed-countries>

## 17. FORCE MAJEURE

Under no circumstances may the Parties be held liable, and no compensation may be claimed for delays or harmful consequences due to force majeure.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the jurisprudence of competent courts and tribunals: an internal strike or a strike by third parties, any destruction for any reason whatsoever, whether total or partial, of Centreon's premises and installations, any cyber-attack, any government decision, any difficulty in the supply of petrol or disruption of road networks, any disruption in the supply of energy or in the communication networks on which Centreon depends, and more generally, any fortuitous event of human or natural origin preventing or reducing the possibilities of performance by one or other of the Parties of its contractual obligations.

The occurrence of a case of force majeure suspends performance of the Contract and orders in progress, with the exception of the Customer's obligation to pay amounts due up to the date of occurrence of the case of force majeure.

If a case of force majeure lasts for more than one (1) month, the Contract may be terminated at no cost immediately upon a registered letter with an acknowledgement of receipt, without having to file any claim before the competent court to this effect.

#### **18. GENERAL PROVISIONS**

If any provision of this Contract, or any part thereof, is held to be invalid or unenforceable for any reason, under any applicable law or regulation, or as a result of a final court decision, such provision shall be deemed to be unwritten, but shall not invalidate the Contract or any part thereof.

The fact that one or other of the Parties does not require, temporarily or definitively, the application of a stipulation of the present Contract shall not be considered as a waiver of the rights held by that Party.

Any exchange of postal or electronic mail between the Parties cannot modify the present Contract. Any modification of the present Contract must be made in writing in the form of an amendment signed by the Parties.

The Customer may not sell, assign or transfer this Contract, or any of its rights or obligations hereunder, without the prior written consent of Centreon. As an exception, in the event of a universal transfer of the Customer's assets to a third party, this third party is automatically substituted in the rights and obligations of the Customer, subject to prior notification to Centreon.

Centreon reserves the right to transfer this Contract or any or all of its rights and obligations under this Contract to any transferee of its choice.

The Parties acknowledge that they are independent acting on their own and will not be considered each other's agents. Neither Party has the power to bind or obligate the other Party.

#### **19. APPLICABLE LAW - JURISDICTION**

The Contract is governed by French law.

ANY DISPUTE RELATING TO THE CONCLUSION, VALIDITY, INTERPRETATION, EXECUTION OR TERMINATION OF THE CONTRACT AND/OR THEIR POSSIBLE CONSEQUENCES, WHICH COULD NOT BE THE SUBJECT OF AN AMICABLE AGREEMENT, IS SUBJECT TO THE EXCLUSIVE COMPETENCE OF THE COMMERCIAL COURT OF PARIS, EVEN IN THE CASE OF AN APPEAL IN GUARANTEE, OF A PLURALITY OF DEFENDANTS OR OF A PROCEDURE IN REFEREE.