

GENERAL TERMS AND CONDITIONS OF SALE OF WAVETACK PRODUCTS AND SERVICES

Article 1 - General Provisions - Definitions.

General provisions: These General Terms and Conditions govern the contractual relationship between WAVETACK and its Customers concerning the performance arrangements and the conditions under which WAVETACK's Products and Services are sold. They are binding on WAVETACK and the Customer throughout their contractual relationship. No specific term not provided for herein may be asserted by the Customer unless accepted in writing by WAVETACK.

Definitions: The terms "Products" and "Services" mean all tools and services currently offered by WAVETACK to its Customers in the field of mobile cybersecurity and digital security solutions, including in particular the WAVETACK W® range, comprising one-off mobile audit solutions, monitoring in sensitive environments and, more generally, all products, equipment, software, licences, services, training, maintenance, options and upgrades associated with the relevant Products and Services (collectively referred to below as the "Systems").

Article 2 - Terms of sale and use of the Products and Services.

Order registration: WAVETACK's registration of the Customer's request is evidenced by the submission of a Purchase Order or Quotation, dated and legibly signed by the Customer and, where necessary, containing a description of all work and services to be performed and all information required for their performance. Orders from a Customer taken by WAVETACK's representatives or employees shall be binding and final only subject to WAVETACK's written and signed confirmation. These provisions are stipulated solely in WAVETACK's interest, and WAVETACK may therefore waive their benefit. Any amendment or cancellation of an order requested by the Customer may be considered only if received in writing before work begins and/or the Products or Services are delivered, and subject to WAVETACK's express agreement. Any addition to the initial Purchase Order and/or Quotation must be covered by a supplementary Quotation or Purchase Order.

Performance of the order: The work and Services shall be performed as soon as reasonably possible, taking technical constraints into account, after WAVETACK has registered the Customer's order. Any performance times and any capacities for supplying the Products and/or Services stated in documents issued by WAVETACK (such as commercial documents, a Purchase Order or a Quotation) are provided for information only and shall not be binding on WAVETACK. Delivery times may in particular be extended for any technical, supply-related or other reason, including, for example, an unforeseen event or force majeure. In this respect, the Customer undertakes to cooperate actively with WAVETACK by responding within a reasonable time to WAVETACK's requests, so that WAVETACK can perform its assignment within the periods stated in the specific terms of the Order and/or Quotation.

WAVETACK reserves the right to extend the delivery period or to treat the order as cancelled, without any damages or compensation being payable.

A delay in delivery may under no circumstances justify or give rise to the partial or total cancellation of an order and/or to any penalties or damages. If, by way of exception to the foregoing, WAVETACK has accepted late-delivery penalties, they shall not apply where a delay results from the Customer's failure to perform its obligations (for example, information or documents not provided in due time, contractual non-performance, including the Customer's failure to comply with payment terms for earlier or current deliveries), or where the delay causes no actual loss to the Customer.

Delivery: Unless otherwise agreed with the Customer, any physical equipment ordered (the "Equipment") shall be deemed delivered to the Customer Ex Works (Incoterms 2020) at WAVETACK's premises, with loading being the Customer's responsibility and at its expense. To enable the Customer to take delivery of the Equipment, WAVETACK shall notify the Customer, by any means it considers appropriate, of the date from which the Equipment will be made available; that date shall constitute the delivery date.

Transfer of risk: Irrespective of the destination, method of transport or payment terms for the Equipment, risk shall pass on delivery, notwithstanding any indication such as "carriage paid to station, dock or destination" or "full or partial reimbursement of transport costs"; such indications shall be presumed to relate to payment and not to risk or WAVETACK's liability.

Accordingly, the Equipment shall always travel at the Customer's risk. In the event of delay, damage, loss or shortage, the Customer must make all necessary reservations and pursue all remedies against the responsible carriers. The Customer shall take out insurance covering the risks arising from the time the Equipment leaves WAVETACK's premises.

Transport: From delivery of the Equipment, all transport, insurance, customs and handling operations shall be the Customer's responsibility and at its expense and risk. The Customer must inspect shipments and, where appropriate, pursue remedies against the carrier, forwarding agent or freight forwarder, even where the shipment was made carriage paid. Any exception must refer to the Incoterms.

Any involvement by WAVETACK, at the Customer's exceptional request, in organizing or carrying out transport or arranging insurance for the Equipment shall be undertaken in the name and on behalf of the Customer and shall under no circumstances confer on WAVETACK the status or liability of a forwarding agent or carrier.

Storage after delivery to the Customer: The Customer undertakes to store the Equipment in accordance with good industry practice, in particular protected from rain, wind and cold. The Customer is responsible for ensuring that its premises are suitable for storing the Equipment.

Acceptance: Unless WAVETACK provides for specific acceptance arrangements, acceptance of the Equipment shall be deemed to occur at the same time as risk passes, namely on Ex Works delivery when the Equipment is handed to the first carrier for loading and transport. In any event, and without prejudice to the above provisions, the Customer's use of the Equipment shall constitute acceptance in fact.

Equipment made available Ex Works may, at the Customer's express request, be jointly inspected and accepted by the Customer and WAVETACK. The corresponding expenses, including attendance and report costs, shall be borne by the Customer.

Claims: By accepting the Equipment, the Customer confirms that it has inspected the delivered Equipment and verified its quality and conformity with the order. On pain of inadmissibility, and without prejudice to claims to be made against the carrier, any Customer claim concerning non-conformity or an apparent defect in the Equipment may be considered only if submitted to WAVETACK by registered letter within forty-eight (48) hours after acceptance of the Equipment. After that period, the Customer shall be deemed to have accepted any non-conformity and/or apparent defect in the Equipment, and each delivery shall be considered accepted without reservation, precluding any subsequent claim. No claim shall release the Customer from its obligation to pay for the Equipment.

Availability of Products and Services: The Products and Services offered by WAVETACK are available on a permanent basis, subject to unexpected interruptions inherent in the technical reliability of the equipment, software or Internet network used, arising from maintenance requirements, or resulting from any other event that prevents WAVETACK from providing its Products and Services.

Right to use software incorporated into the Systems under licence: With regard to software incorporated into the Systems that WAVETACK may make available to the Customer in performing its services, it is expressly restated that such software is not sold but licensed to the Customer solely for the Customer's own purposes.

Accordingly, WAVETACK grants the Customer a personal, non-exclusive right to use such software for its own needs. The Customer may not modify it, attempt to discover its source code, sell it, grant sublicences to it whether free of charge or otherwise, rent it, or transfer this licence to use the software incorporated into the Systems in any manner. Copying the software is also prohibited, as is any translation, adaptation, arrangement or other modification. It is expressly agreed and restated in this respect that the rights granted by WAVETACK are personal and may therefore not be transferred by the Customer to a third party, even in connection with a transfer of the business as a going concern, a lease-management arrangement, a merger or any other transaction through which the Customer's rights would be transferred to a third party.

All intellectual property rights relating to the software and, more generally, to the Systems developed and/or designed and/or licensed by WAVETACK (including, without limitation, rights in any image, mini-application, photograph,

animation, audio element or text incorporated into the Systems) belong to WAVETACK or its suppliers.

The software and, more generally, the Systems owned by WAVETACK form part of its trade secrets and know-how and must be treated by the Customer as confidential information, whether or not they are protected by an intellectual property right, patent, copyright or otherwise.

Accordingly, the Customer undertakes to take all necessary measures to prevent the Systems from being made available to third parties and to ensure that its employees and personnel comply with these obligations and WAVETACK's copyrights. The Customer undertakes to take all necessary precautions to prevent disclosure, reproduction or unlawful use by its personnel and service providers, including by requiring them to sign a personal confidentiality undertaking. The Customer shall not use the specifications of the Systems made available to it to create, or enable the creation of, a program intended for the same purpose.

More specifically, the Customer shall not - and shall procure that its personnel, service providers and partners do not - engage in reverse engineering, decompile, disassembly, access to or reading of flash memory, extraction of firmware, or any attempt to access source code.

It is expressly agreed that WAVETACK may verify compliance with these obligations at any time.

Maintenance and updating of WAVETACK's Systems and incorporated software: the Products and Services currently sold to the Customer grant the Customer (i) ownership of the Equipment (hardware), (ii) a perpetual right to use the embedded software (the firmware enabling the hardware to operate and the software solution as it exists to date), and (iii) twelve (12) months of update services (updates to firmware and security components) and operational maintenance (technical support and Equipment warranty).

At the end of the above twelve (12)-month period, the Customer shall therefore retain ownership of the Equipment and the right to use the incorporated software with the latest version installed and the security components already downloaded.

However, the Customer shall no longer receive new versions, new non-mandatory patches, new detection rules or database enhancements, or the benefit of maintenance warranties and/or the various technical support services.

To continue receiving updates to the Systems and incorporated software, the Customer must take out an annual licence renewal at the then-current price.

Article 3 - Pricing terms for the Products and Services.

Applicable pricing: Prices for Products and Services are always communicated to the Customer before the Products and Services are supplied and/or are available on request from WAVETACK's registered office. If the Customer has not signed a contractual document with WAVETACK specifying the pricing terms for the Products and Services, the Customer unreservedly acknowledges that the

applicable prices shall be those in force on the date the Products and Services are supplied. All prices are stated exclusive of tax and must therefore be increased by VAT at the rate in force where that tax applies. Any applicable customs duties and similar taxes shall be borne by the Customer.

Payment terms: The price of the Product and/or Service shall be payable on receipt of the invoice unless otherwise stated in a document issued by WAVETACK and expressly accepted by the Customer. If payment is not made when due, late-payment interest equal to the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points shall be payable automatically, without any formality or formal notice being required. If WAVETACK has to instruct a third party to recover its debt, the Customer shall reimburse the costs and fees incurred. In addition, it is expressly agreed that any late payment shall, after a formal notice has remained ineffective for eight (8) days, cause an indemnity equal to 10% of the outstanding amounts inclusive of tax to become payable as a penalty, in addition to the principal debt, late-payment interest and any orders and ancillary amounts awarded by the courts. Likewise, in the event of non-payment when due, WAVETACK may automatically suspend all Products and/or Services in progress, irrespective of their nature and stage of completion, without the suspension giving the Customer any right to compensation.

Retention of title: WAVETACK shall retain title to the work and/or Products supplied until the date on which they are paid for in full (Law No. 80-335 of 12 May 1980) and may require the return of the Products and work in which it expressly retains title.

Article 4 - Liability.

Scope of WAVETACK's obligations: WAVETACK is subject only to an obligation to use reasonable efforts with regard to the quality of the Products and Services provided. On pain of inadmissibility, any Customer claim may be considered only if submitted to WAVETACK by registered letter within forty-eight (48) hours following delivery or discovery of the malfunction. Failing this, each delivery shall be considered accepted without reservation, precluding any subsequent claim. No claim shall release the Customer from its obligation to pay for the Products and/or Services.

Equipment sold by WAVETACK is covered by a twelve (12)-month warranty and may therefore be repaired or replaced in the event of a confirmed malfunction that is not attributable to the Customer and in respect of which a claim has been submitted within the above period.

The Equipment shall be returned to the workshop at the Customer's expense, and a quotation shall be prepared before any repair or replacement if the Equipment is no longer under warranty.

In addition, any travel and accommodation expenses incurred by WAVETACK personnel as necessary to remedy an incident shall be reimbursed by the Customer upon presentation of supporting documents. If a request for intervention is prompted by an incident not attributable to the System in the version delivered by WAVETACK, WAVETACK shall charge, in addition to travel and accommodation expenses, for the time spent

at WAVETACK's rate in force on the date of the intervention.

Scope of the Customer's obligations: The Customer assumes all responsibilities other than responsibility for conformity of the Product and/or Service with the specifications agreed in the Purchase Order and/or Quotation, including responsibility for the suitability of the Product and/or Service for its needs, operation of the Product and/or Service, and the qualifications and competence of its personnel.

In particular, the Customer is responsible for developing operating procedures and implementing appropriate control points and security mechanisms for backing up and restoring data in the event of anomalies in the operation of programs relating to the Systems. The Customer alone shall be responsible for any malfunctions and damage caused by any modification, however minor, made to the System with or without WAVETACK's authorization.

Under no circumstances may WAVETACK be held liable for the conditions under which the Customer uses the Products and Services.

The Customer is responsible for complying with local laws and regulations applicable to its activities and to the use of the Products and Services in the countries in which it operates them. The Customer also undertakes to comply with all applicable export-control laws and regulations and not to export or re-export the Products and/or Services in breach of those rules.

Finally, the Customer undertakes not to use the Products and Services for any unlawful, harmful, threatening, abusive or otherwise objectionable purpose. The Customer alone shall be liable for any loss, including non-pecuniary loss, caused by unlawful or immoral use of the Products and Services that may offend public policy or accepted standards of morality.

Limitation of liability: The Customer acknowledges and agrees that WAVETACK may not be held liable for any direct or indirect damage, including loss of profits, customers, data or any other intangible property (even if WAVETACK has been informed of the possibility of such damage), arising from (i) the use of, or inability to use, the Products and Services, (ii) the quality of work carried out through the Products and Services, or (iii) more generally, any use made of work produced and/or developed through the Products and Services. Likewise, WAVETACK may not be held liable for damage resulting from the loss, alteration or deletion of items and/or documents, fraudulent access to confidential data, or the accidental transmission of viruses or other harmful elements through the Services. In this respect, the Customer is informed that certain Products, Services and/or Systems may present a risk of intrusion by third parties into the Customer's system, and the Customer is responsible for taking all appropriate measures to protect its data and software against such intrusion and against contamination by viruses.

WAVETACK's liability, whether in tort or contract, may not be incurred for events caused by force majeure, an unforeseen event, a third party or the person suffering the damage. The Customer acknowledges that breakdowns and technical problems affecting equipment, computer programs

and software or the Internet network constitute unforeseen events in particular. Without limiting the scope of the other provisions of these General Terms and Conditions, if WAVETACK's liability were incurred, irrespective of the cause or form of action, its aggregate liability for all losses may not exceed the amount invoiced to the Customer for the disputed service.

Liability of authorized Distributors: Distributors under contract with WAVETACK shall be authorized, on the terms and subject to the arrangements provided in those contracts, to resell the Systems they have acquired.

Distributors, who are bound by these General Terms and Conditions of Sale, must also make them enforceable against the end customer and, more generally, assume full responsibility for their own customer relationships without recourse against WAVETACK.

Article 5 - Miscellaneous.

Contract administration: WAVETACK's waiver of its right to rely on a breach of any provision hereof shall not prevent the subsequent application of that provision and may not be regarded as a waiver of the right to rely on any other breach. If any provision hereof is invalid in whole or in part, the remainder shall remain in force unchanged.

Specific provisions: The Customer unreservedly agrees that WAVETACK may reserve the right to (i) subcontract or assign to a third party the rights and obligations arising from the contractual relationship, (ii) name the Customer in its documents for purely commercial purposes, while taking care not to disclose any confidential information, and (iii) automatically and without prior notice suspend all Products and/or Services in progress, irrespective of their nature and stage of completion, if the Customer fails to comply with its commitments hereunder.

Governing law and jurisdiction: The contractual relationship between WAVETACK and the Customer shall, as regards its validity, interpretation and performance, be governed by the laws of the French Republic. Only the French version hereof shall be authoritative and enforceable against WAVETACK.

Any dispute arising in relation to, or connected with, the validity, interpretation and/or performance hereof shall be submitted exclusively to the courts having jurisdiction within the territory of the Paris Court of Appeal, including in the event of multiple proceedings or defendants, incidental claims, third-party proceedings or joinder, and including in summary proceedings.

Electronic signature: It is hereby restated that, under Article 1366 of the French Civil Code, an electronic document has the same evidential value as a paper document, provided that the person from whom it originates can be duly identified and that it is created and stored under conditions that ensure its integrity.

Article 1367 provides that, where an instrument is signed electronically, the electronic signature consists of using a reliable identification process

that guarantees its link with the instrument to which it relates.

The reliability of that process shall be presumed until proved otherwise where the electronic signature is created, the signatory's identity is assured and the integrity of the instrument is guaranteed under conditions laid down by decree of the Conseil d'Etat.

These General Terms and Conditions are signed electronically. An electronic signature has the same legal force as a handwritten signature.

By express agreement constituting an evidentiary agreement, the signatories agree to sign this Contract electronically in accordance with Articles 1366 et seq. of the French Civil Code. The signatories agree that this electronic signature shall have the same value as their handwritten signatures and that the date attributed to the signature of this Contract shall be deemed a date certain.

It is further restated that the requirement for multiple originals under Article 1375 of the French Civil Code is deemed satisfied for contracts in electronic form where the instrument is created and stored in accordance with Articles 1366 and 1367 and the process enables each party to retain, or have access to, a copy on a durable medium.

Signed electronically on the date shown on the sealed signature page.