

GENERAL TERMS AND CONDITIONS OF SERVICES - FROGCAST

PREAMBLE

FROGCAST is a company based in Le Bourget du Lac, France, that provides high-precision weather forecasting services.

Customers can access FROGCAST services by subscribing to a monthly or annual plan, with various formulas and options available.

The forecasts are generated by software using different types of information collected from weather forecast providers and/or on-site observations.

FROGCAST can also provide associated services either directly or indirectly.

The Customer confirms that it is familiar with the technical documentation of the Service and that it has judged the opportunity to be right for using the service, and that it has met with FROGCAST in order to have a user license and to use as the case may be the associated services provided by FROGCAST.

1. SCOPE AND ACCEPTANCE OF AGREEMENT

These Terms of Use apply to the utilization and, if applicable, the purchase of FROGCAST Services, including any Free Trial or Free Services the Customer may have registered for.

By accepting these Terms of Use, either by (i) clicking a box indicating agreement, (ii) signing an Order Form or other document that references these Terms, or (iii) accessing or using the Services in any manner, the Customer agrees to these Terms and enters into a binding Agreement with FROGCAST.

If the person accepting these Terms is doing so on behalf of a company, third party, or other legal entity, they confirm they have the authority to bind the entity and its Affiliates to the Terms of Use and are an authorized User. In this case, the term "Customer" refers to the entity and its affiliates. If the person does not have such authority or does not agree to the Terms, they must not accept the Terms or Use the Services.

Any alternative terms and conditions mentioned in a Customer's purchase order are not valid unless included in a mutually signed Order Form, even if FROGCAST does not specifically reject them.

2. DEFINITIONS

- **Agreement:** the current service contract established between the Customer and FROGCAST in accordance with Section 1.
- **Account:** secure online profile, protected by a username and password, that FROGCAST provides to the Customer for accessing and managing the Services purchased under this Agreement.
- **Customer:** legal entity taking up a Subscription in order to access the Services.
- **Services:** services ordered by the Customer from FROGCAST in SaaS or SaaP mode.

- **Subscription:** package subscribed to by the Customer as described within the Sales Proposal.
- **Sales Proposal:** final offer made by FROGCAST describing the specifications of the Subscription in the case of tailored services.

3. PURPOSE

The purpose of these General Terms and Conditions of Services (CGS) is to set forth the legal conditions under which FROGCAST undertakes to deliver the Services to the Customer, in return for the payment by the Customer of the price mentioned on the FROGCAST website or within the Sales Proposal.

4. CONTRACTUAL DOCUMENTS

The contractual documents ("the Contract") include:

- The Sales Proposal;
- These General Terms and Conditions of Services including the appendices;
- The technical documentation according to the Sales Proposal which has been accepted.

In the event of a contradiction between two documents above of a different rank, the stipulations contained in the document of higher rank will apply in respect of ruling on the existing conflict of interpretation.

Any documents emanating from the Customer (General terms of purchase, correspondence...) are excluded from the contractual documents binding the Parties, unless they were expressly accepted by FROGCAST beforehand.

5. FREE TRIAL AND SERVICES

If the Customer signs up for a free trial, FROGCAST will offer one or more Services to the Customer at no cost, in accordance with the terms of this Agreement. The free trial will last until the earliest of the following: (a) the end of the trial period for which the Customer registered, (b) the start date of the Customer's paid Subscription for the same Service(s), or (c) FROGCAST decides to terminate the trial at its discretion. Additional terms specific to the free trial may be listed on the registration page, and these terms are considered part of this Agreement and legally binding.

FROGCAST may offer Services to the Customer free of charge ("Free Services"), subject to this Agreement's terms. In the case of any conflict between this section and other parts of the Agreement, this section takes precedence. Free Services may be offered up to specified usage limits, detailed in the Documentation. If the Customer exceeds these limits, they must purchase additional resources. FROGCAST reserves the right to terminate the Customer's access to Free Services at its discretion, with or without notice, and will not be held liable for such termination.

It is the Customer's responsibility to export their data from the free trial or Free Services before their access is terminated for any reason. If FROGCAST closes the Customer's Account, they will, unless

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required otherwise by law, provide the Customer with a reasonable opportunity to retrieve their data.

Notwithstanding Articles 13.2, 28 and 29, Services provided during a free trial or as Free Services are offered "as is," without any warranties, and FROGCAST is not obligated to provide indemnification for these Services. Furthermore, per Article 13.2, the Customer is not entitled to support or assistance for the free trial or Free Services.

During the free trial, FROGCAST data cannot be used for any commercial purposes except to evaluate the quality of the Services and the data provided.

6. USERS

The Customer acknowledges and accepts that only its employees are authorized to access the Services in accordance with the conditions stipulated in the terms and conditions of sale and in the Sales proposal signed by the Customer.

All the costs relating to the access to the Service, whether they be the expenses for the equipment, software or access to Internet are the sole responsibility of the Customer. It is solely responsible for ensuring the access to Internet and that its IT equipment functions properly.

7. DESCRIPTION OF THE SERVICES

The access to the Service will be *via* an iAPI, or through the visualization interface made available (SaaS mode).

FROGCAST is subject to an obligation of means towards the Customer, in the supply of the Services. Under these conditions, it undertakes to deploy all the resources necessary for ensuring that the Service operates as well as possible in terms of transit time, production rate and help-desk facilities.

The Customer enjoys a remote Service.

This Subscription is in principle accessible 24 hours a day, 7 days a week, unless there is an interruption, which is either scheduled or not, for maintenance purposes, updating processes or technical interventions, which are liable to cause an interruption to the access to the Service.

Should connection procedures be established between the terminals of the Customer and those of FROGCAST or its subcontractor (download, transfer of files, recovery of information, FTP, etc.), it will be up to the Customer to check that its IT system is clean and does not contain any viruses likely to damage the FROGCAST server or that of its subcontractor or any of the terminals of either FROGCAST or its subcontractor, to put the situation right if necessary, by any means (anti-virus, special services, etc.).

The Customer will not hold FROGCAST liable in the event of viral contamination which can be shown to have come from the data sent by the Customer. Should this be the case, if the Customer asks FROGCAST to repair the said data, this repair work will be invoiced by FROGCAST to the Customer on the basis of a quote provided beforehand.

The Customer is responsible for the password of its users and for opening their Account.

It must also keep all of the means of connection to the Service secret.

It must not display or release its password to anyone whomsoever, by any means whatsoever. It must not write its password nor send it by e-mail with to anyone whomsoever.

8. VALIDATION

The Customer carries out the receipt of the Services; the purpose of this receipt is to check that the Services conform to the documentation of the Services and the information provided by the Customer, with the Customer being obliged to inform FROGCAST, within three (3) working days as of the effective start of the Services, of any non-conformity which it has identified.

In the absence of such a notification within this time, the receipt will be accepted as of rights. In the event of a non-conformity notified by the Customer during this time, FROGCAST undertakes to correct the non-conformity and to propose the corrected Services to the Customer for receipt by the Customer under the same terms.

The use for operational (such as putting into production) or commercial purposes of the Services and/or set-up is deemed to be a receipt of these details and is carried out by the Customer which is solely responsible for it. An express or automatic receipt cannot be challenged.

9. SAFEGUARDS – BACK UP

FROGCAST draws the attention of the Customer to the fact that a back-up system is essential for conserving a record of the data deposited as part of the Services and so that they can be restored if necessary.

As regards the data supplied by the Customer to FROGCAST, the Customer is responsible for its back-up strategy and for making sure that it is carried out properly.

10. UPDATES

FROGCAST is under no obligation to improve the Services. Should FROGCAST improve or modify the Services, the Customer agrees in advance to use the new proposed versions.

11. PERSONAL DATA

The Customer remains in charge of the processing of personal data which it may be required to release to FROGCAST as part of the use of the Services and in this respect is responsible for completing the necessary formalities with the competent authorities.

The Customer retains full control over its personal databases, it being understood that FROGCAST will act exclusively as a subcontractor as understood by European regulations on personal data, acting in accordance with the Contract and on the instructions of the Customer.

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12. OBLIGATIONS OF THE PARTIES

12.1. Obligations of the Customer

In the case of tailored services, the Customer undertakes to provide all the information necessary for the fulfilment, within the deadlines and under the best conditions possible, of the jobs assigned to FROGCAST under the terms herein.

Similarly, it will provide FROGCAST with all the documents necessary for the contractual services to be properly fulfilled and this throughout the entire period necessary for the provision of the service referred to in the preamble and set forth in the Sales Proposal.

To enable FROGCAST to provide access to the Services and to carry out the set up in accordance with the terms of the Contract, the Customer undertakes to carry out the tasks and fulfil the obligations which are incumbent upon it in respect of the Contract and in particular to:

- provide FROGCAST with information, documents and/or details required by FROGCAST. This information is listed in the Sales Proposal;
- appoint a contact partner from FROGCAST who is authorized to take any decision which is necessary for the set up and the use of the Services;
- deploy the resources which are necessary for the fulfilment of the services and this, within times compatible with the services timetable;
- monitor the services by making any necessary observations in writing;
- carry out the necessary back-ups of the data, files, programs and other information to which FROGCAST may have access as part of the Contract, and this, before they are sent to FROGCAST;
- in the event of intervention at the Customer's site, to provide FROGCAST with premises which are adequate for it to perform its services; in this eventuality, the Customer guarantees that the FROGCAST members of staff will not be exposed to any risk which might bring about a temporary or lasting deterioration in their state of health. Should it be necessary, the Customer will promptly draw up a risk prevention plan in conjunction with the representative of FROGCAST on the site concerned and will accept any amendment to the Contract which may be required for this purpose;
- carry out the necessary approvals within the contractual periods.

The Customer states that it is in possession of or undertakes to obtain all the rights and authorizations for the details of any nature which it may release to FROGCAST as part of the Contract and the Customer undertakes to personally attend to any claim or legal proceedings, irrespective of the form or nature, which may be instigated against FROGCAST and which may concern the details provided by the Customer to FROGCAST as part of the Contract.

12.2. Obligations of FROGCAST

Upon receipt of all of the data necessary for its work, FROGCAST undertakes to provide the Service which meets the needs expressed by the Customer.

FROGCAST guarantees to the Customer that throughout Contract, the Services will function in accordance with the documents provided with the Services.

FROGCAST will provide the Customer with technical assistance which is accessible by e-mail ticket 7 days a week or by telephone during office hours from 9 a.m. to 6 p.m. (French time) 5 days out of 7 from Monday to Friday.

As such, the Customer will report any fault immediately, by e-mail or telephone, and will indicate the circumstances in which the fault appeared.

When a fault is reported, FROGCAST or its subcontractor will carry out a diagnosis and take any measure which allows the fault to be corrected as soon as possible.

The intervention times may also be determined depending on the seriousness of the malfunctions.

13. FINANCIAL TERMS AND CONDITIONS

The price of the services is as displayed in the "My Subscription" section of the FROGCAST website or as set out in the Sales Proposal. The Customer is informed that service prices may change, and the applicable cost of the service is the price displayed on the day of subscription or renewal.

Invoices are issued in euros and subject to applicable VAT.

For online subscriptions, payment of the invoiced amounts is made using the payment method provided on the payment interface made available to the Customer.

Prices are firm for a period of thirty (30) days from the date of the unsigned Sales Proposal, if applicable.

The Customer undertakes to pay FROGCAST the invoiced amounts upon receipt of the invoice, unless expressly stated otherwise in the Sales Proposal.

After this period, FROGCAST reserves the right to suspend the Service.

Any delay in payment will result in, as of rights in favour of FROGCAST, the application of overdue payment penalties equal to three (3) times the current legal interest rate, on the amount owed between the payment due date and the effective date of payment.

For the equipment, the payment terms are specified within the Sales Proposal.

In the event of late payment, FROGCAST will send three (3) reminders, after which the delivery of forecasts will be discontinued.

14. TERM

This Contract shall take effect on the date when the Customer signs the Sales Proposal and shall remain in force for the term agreed upon between the Parties.

This Contract will be automatically renewed for one year consecutive periods, unless one of the Parties notifies the other of its intention not to renew it.

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15. MAINTENANCE

The corrective and/or progressive maintenance is described, if necessary, within the Sales Proposal signed by the Customer.

16. CONFIDENTIALITY

The Parties undertake to consider as confidential any commercial, financial, technical or other information, obtained as part of the performance of the Services.

Each Party undertakes not to use for its benefit or for that of a third party and not to disclose to unauthorized third parties confidential information, important information regarding its expertise that the other Party may have released to it or that it may have obtained as part of the performance of the Services, concerned herein.

In this respect, each Party undertakes to take the following back-up measures:

- to abstain from releasing to third parties in any way whatsoever, all or part of the information which is confidential in nature, even after the expiry or the cancellation of these General Terms and Conditions of Services;
- to make sure all necessary measures are taken for ensuring that its employees abide by the same obligations.

FROGCAST may use data which has been made anonymous concerning the supply of the Service and make them public provided that they do not include any item of data which is directly or indirectly nominative (such as exact location, name of the plant, name of the customer).

17. INTELLECTUAL PROPERTY

The data supplied by the Customer as part of this project remain its full and entire property.

Each Party to the Contract guarantees the other Party against any legal claim or action brought in respect of a breach of a right of intellectual or industrial property or know-how which belongs to a third party.

The data may be made anonymous with a view to them being used for statistical or sample purposes.

It is expressly accepted by the Customer that the source code of FROGCAST and the documents and systems concerning this methodology constitute the know-how of FROGCAST which has been acquired as a result of its experience. It is recognized by the Customer that this expertise, which is of major financial value, is and remains the property of FROGCAST.

FROGCAST retains all the intellectual or industrial property rights over the algorithms of the services which are concerned by this Contract and/or any associated order.

All the rights which are not expressly granted to the Customer are reserved for FROGCAST.

18. REFERENCES

As part of its advertising, FROGCAST may mention the name of the Customer as a reference with regard to third parties in particular but not exhaustively, with respect to its customers, prospects customers, suppliers without it being necessary for it to obtain the authorization from the Customer, neither regarding the principle nor the contents of the advertising, which the latter states that it accepts without reserve.

19. TRANSFER

The Customer may neither assign nor transfer to a third party, whether it be under the terms of the law or for another reason, any of the rights which it holds under the terms of this Contract, nor transfer any licence rights which were granted to it under the terms of this document, without the prior written consent of FROGCAST. Any attempt at assignment or transfer in breach of the aforementioned shall be null and void.

FROGCAST may freely transfer this Contract, sub-contract or delegate in any other manner its obligations under the terms herein, in whole or part and to any third party, provided that this third party transferee agrees in writing to be bound by the stipulations herein. It is also stipulated, with regard to this delegation or subcontracting of any obligation of FROGCAST in accordance with the terms of this document that FROGCAST remains tied to the Customer as regards the fulfilment of its obligations with respect to the Contract.

20. MODIFICATIONS

The technical features mentioned in the publicity and advertising of FROGCAST are provided only as an indication and do not have any contractual value.

FROGCAST reserves the right to make any technical changes to the proposed Services, without this affecting their essential features.

21. INDEPENDENCE OF THE PARTIES

FROGCAST and the Customer are independent contracting parties under the terms of this Contract, which may not be interpreted as creating a relationship based on employment, a partnership, a joint-venture, a relationship of franchiser to franchisee or a money-based relationship, nor as authorizing one of the Parties to make a commitment or to sign a contract which would bind the other Party, except for what is expressly indicated herein. The Parties are not authorized to make statements, or provide guarantees or interpretations or to create any liability on behalf of the other Party.

22. DIVISIBILITY - WAIVER

If one of the stipulations of this Contract, or a part of them, is null and void, with regard to a rule of law or legal provision in force, it will be deemed to be unwritten, but will neither render the Contract nor the clause which is partially concerned, null and void. The Parties will decide upon an alternative agreement for the same purpose and under terms which are compliant with the law.

23. ENTIRETY OF THE CONTRACT

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The contractual documents listed within this Contract constitute together the entirety of the agreement between the Parties concerning the Services and replace all the proposals (except for the Sales Proposal) or prior or current contracts, whether they be verbal or written, and all former or current releases of information between the Parties, concerning the purpose of this Contract.

This Contract may only be amended or modified by a written document signed by the two Parties.

24. NON CANVASSING OF STAFF

Each Party undertakes not to approach, hire or have the staff of the other Party work for it in any way, unless the Parties mutually agree to do so, and this irrespective of the function or the qualification of the member of staff, and even if the approach were to come from the member of staff. This clause shall apply throughout the entire term of the Contract and shall be extended for twenty-four (24) months as of its expiry. Should either of the Parties not honour this commitment, it will undertake upon simple request to compensate the other Party by paying it an allowance equal to the total gross remuneration paid to this member of staff during the 12 months preceding his departure.

25. FORCE MAJEURE

Save for payment obligations, none of the Parties shall be responsible in the event of delay or breach in the fulfilment of the terms of this document, if this breach occurs, directly or indirectly, as a result of circumstances which are beyond the reasonable control of the Party concerned, these cases being cases of force majeure. The performance will be deferred until the cause of the delay disappears, provided that the Party which suffers the delay informs the other Part of the occurrence of this case of force majeure. Should it be the case that this situation persists for more than one month, either of the Parties may terminate the Contract as of rights with immediate effect.

26. NOTIFICATIONS

Notifications must be made in writing and given in person, by letter, fax or e-mail. Notifications given by fax are regarded as being received when the electronic acknowledgement of transmission effected by the recipient concerned, is issued. Notifications given by letter or in person must be sent to the address of the Party concerned specified at the beginning of this Contract or to any other address indicated in writing by the Party concerned.

27. GUARANTEES

This limited guarantee does not apply to the problems resulting (i) from a case of force majeure (ii) by the Customer not complying with this Contract, (iii) from any use by the Customer of the Services which is not compliant with the documentation or the other instructions provided by FROGCAST to the Customer, (iv) from any unauthorized use of the Services, (v) from the hardware, software and equipment of the Customer or of any third party, (vi) from errors made by the Customer when entering, analysing and declaring data, or (vii) from an interruption to the service following scheduled maintenance carried out by or for FROGCAST.

All the updates or new versions provided to the Customer under the terms herein will be guaranteed under the same terms as the Services. Unless expressly exempted in this Contract, the Services of FROGCAST are provided as is and FROGCAST shall not provide any other guarantee. Without any restriction to the aforementioned, FROGCAST cannot guarantee that the Services will be uninterrupted or free from errors.

28. LIABILITY

FROGCAST makes every effort to provide the Customer with the most reliable and qualitative information that there is.

However, FROGCAST does not guarantee the accuracy and the exhaustiveness of the information distributed via the Service.

FROGCAST may not be held liable for any damage, of whatever nature, resulting from the Service being unavailable.

FROGCAST may therefore not be held liable for direct or indirect damage, suffered by the Customer or by third parties who may find that such damage has been caused by the information distributed on the site, and in a more general way, in the consultation and the use of the Service.

FROGCAST may, under no circumstances, be held liable for any loss or any damage of whatever nature resulting from the interpretation and/or the use of the data.

The Customer expressly agrees that losses in profits, loss of customers, operating losses, losses of data, variations in stock exchange rates, harm caused to its image or any legal action taken against the Customer by a third party does not entitle the Customer to seek compensation.

Within the limit of what is allowed by the applicable law, the total responsibility for FROGCAST in accordance with this Contract or in whatever conjunction with it, shall not exceed the sum of the Fees exclusive of VAT paid by the Customer to FROGCAST during the six (6) months preceding the claim incurring the liability of FROGCAST. The Parties expressly recognize that this limitation of liability, negotiated between the Parties, and accepted by the Parties, constitutes a balanced distribution of the risks resulting from the Contract between them.

The Customer recognizes that the choice of a subscription to a SaaS Service may in no case constitute an intrusion in an I.T. system.

29. LANGUAGES

The original version of the General Terms and Conditions of Services has been drafted in French. Thus, the French version will be considered as the official version between the Parties, and even though, at the request of the Customer, they have also been written in English.

In the event of a dispute between the Parties concerning these General Terms and Conditions of Services, the French version will prevail over the English version.

In the same way, in the event of it being necessary to draft these General Terms and Conditions of Services in languages other than those referred to above, it is agreed that only the French version shall apply between the Parties.

30. APPLICABLE LAW

This Contract is subject to French law.

31. MANAGEMENT OF DISAGREEMENTS

31.1. Amicable settlement between the parties

In order to find an amicable solution to any disagreement which might occur between them at the time of the performance of this Contract, the Parties agree to meet and to each appoint someone from within their organisations who is empowered to make decisions, in order to find a solution to the disagreement.

These two people must meet, on the initiative of the first Party to act, within a period of eight (8) days, as of the notification from the other Party requesting the holding of a conciliation meeting.

The agenda will be set by the Party initiating the conciliation meeting and may be amended then adopted definitively by both sides as of the first meeting.

The minutes concerning the decisions taken by mutual agreement will be drawn up within fifteen (15) days as of the date when the meeting was held and will have a contractual value.

31.2. Assignment of jurisdiction

IN THE ABSENCE OF AN AMICABLE AGREEMENT WHICH WILL BE SOUGHT AS A PRIORITY, ANY DIFFICULTY RELATING TO THE APPLICATION OF THIS CONTRACT WILL BE BROUGHT BEFORE THE COMMERCIAL COURT OF LYON, TO WHICH THE PARTIES ASSIGN TERRITORIAL JURISDICTION, WHATEVER THE PLACE OF PERFORMANCE OF THE SERVICES OR THE RESIDENCE OF THE DEFENDANT.

CONSEQUENTLY, THIS COURT WILL BE SOLELY COMPETENT TO RULE ON THE DISPUTE, NOTWITHSTANDING MULTIPLE RESPONDENTS OR THIRD PARTY APPEALS AND THIS IRRESPECTIVE OF THE PROCEEDINGS TO BE INITIATED: EMERGENCY PROCEEDINGS, PROTECTIVE PROCEEDINGS, SUMMARY PROCEEDINGS OR ON REQUEST WITHOUT THIS LIST BEING REGARDED AS EXHAUSTIVE.

32. ELECTION OF ADDRESS FOR SERVICE

The Parties each elect their registered office as address for service.