



Terms of Use

e4Cars Platform

ARTICLE 1 – DEFINITIONS

Terms beginning with a capital letter in this Agreement, whether used in the singular or plural, shall have the meaning assigned to them below :

Anomaly means any malfunction of the Software that prevents the execution of all, or part of the Platform's functionalities as described in the Documentation, which is exclusively attributable to the Software and reproducible.

API means an application programming interface providing integration capabilities with the Software and the Platform.

Documentation means all documents provided to the Client describing the functionalities. CAROS shall use its best efforts to ensure that the Documentation remains available online on the E4Cars Platform.

Data means all data communicated by CAROS and received by the Software, excluding the Client's identification data.

Credentials means both the user's ("login") and connection ("password"), provided following the subscription to the Agreement.

Internet means the network of interconnected networks located throughout all regions of the world.

Software means the E4Cars software under license, accessible via the Platform, the rights of use of which are granted by CAROS to the Client under a SaaS model pursuant to the terms of this Agreement.

SaaS Mode means the application service provided via the E4Cars Platform through a subscription, including related service offerings.

Update means the enhancements provided by CAROS to the Client as part of the evolutionary maintenance.

Corrective Maintenance means technical support, i.e., the handling of the Client's phone calls, access to support through any means available to CAROS, and the provision, when available, of corrections to Anomalies and maintenance.

Platform means the application service offered in SaaS mode by CAROS enabling use of the Software.

Maintenance Service means the maintenance service provided to the Client by CAROS under SaaS Mode pursuant to the terms of this Agreement.

User means the natural person under the Client's responsibility (employee, agent, representative, etc.) who has access to the Software on his or her computer under the terms of the User License contracted by CAROS.

ARTICLE 2 – PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to define the terms and conditions for accessing and using the Platform in SaaS Mode, and in particular:

- The subscription conditions;
- The initialization of the Platform;
- The right to use the Platform;
- A set of services as defined herein, including data hosting, maintenance, technical support, and, where applicable, training services.

ARTICLE 3 – CONTRACTUAL DOCUMENTS

The contractual documents listed above constitute the entire Agreement between the Parties with respect to its subject matter and supersede and cancel all prior statements, negotiations, commitments, communications, whether oral or written, acceptances, understandings, and agreements between the Parties relating to the same subject. This document and its annexes constitute the entire Agreement. This Agreement (hereinafter referred to as the "**Agreement**") shall prevail over any other document, including the general terms and conditions issued by the Client, including those appearing on its purchase orders.

The contractual documents shall be interpreted as forming a coherent and indivisible whole, each complementing and clarifying the other from both a technical and legal standpoint. In the event of any inconsistency between the documents, the order of precedence shall be as follows:

- The Order Form ;
- The present document.

Some of the contractual documents may be amended or supplemented during the performance of the Agreement. In any case, such amendments or additions must be set out in an amendment. Thus, no modification may be made to the Agreement without an amendment being signed by both Parties.

ARTICLE 4 – EFFECTIVE DATE, TERM AND RENEWAL

This Agreement shall enter into force on the date of its signature by both Parties and shall be concluded for an initial term as set forth in The Order Form. It shall be automatically renewed for successive one (1) year periods unless terminated by either Party by registered letter with acknowledgment of receipt, sent no later than three (3) months prior to the effective renewal date.

ARTICLE 5 – CONDITIONS OF ACCESS TO THE SERVICE

5.1 Principles of access to the Platform

CAROS makes the Platform available to the Client in SaaS mode via the Internet. Software Updates and corrections will be accessible directly through the Platform. The Client shall automatically benefit from such updates by logging in with its Credentials.

5.2 Secure Access to the Software

The Client's access to the Platform is authenticated using a unique login and password assigned to each of the Client's Users by CAROS.

Credentials are intended to restrict access to the Platform to the Client's Users, to protect the integrity and availability of the Platform, and to ensure the integrity, availability, and confidentiality of the Client's Data. They are personal and confidential and may only be changed upon the Client's request or directly by the Client. The Client agrees to make every effort to maintain the confidentiality of its Credentials.

The Client is fully responsible for the use and safekeeping of the Credentials provided. The Client shall ensure that no unauthorized person gains access to the Software. In general, the Client is responsible for the security of all individual workstations, tablets, or smartphones used to access the Platform. If the Client becomes aware that any unauthorized person has gained such access, it shall notify CAROS without delay.

5.3 Hosting Service – network

a. Hosting

The Software, the Platform, and the Client's Data are hosted by a third-party provider selected from among the leading players in the market, who undertakes to ensure the permanence, continuity, and quality of the services provided. Accordingly,

CAROS will use its best efforts to provide a hosting service that allows access to the host's servers and to the Internet network twenty-four (24) hours a day, seven (7) days a week. The Client hereby acknowledges that fluctuations in bandwidth and contingencies related to Internet service providers may cause disruptions in the accessibility of hosted equipment and systems beyond the control of CAROS or the hosting provider.

Under this Agreement, the Software and the Client's Data are hosted by AWS, which the Client acknowledges and accepts. The applicable hosting terms and conditions are available at the following website:

<https://aws.amazon.com/legal/service-level-agreements/>

The Client is informed that CAROS reserves the right to substitute for the hosting provider. The Client shall be notified accordingly.

b. Network

As the Client is free to choose its telecommunications network and Internet service provider, no guarantees are provided regarding the performance or proper functioning of the Client's network. Consequently, uninterrupted and error-free access to the Platform cannot be guaranteed. CAROS shall not be held liable for any service interruptions or slowdowns in the application that are attributable to the operation of the Client's network.

It is therefore the Client's responsibility to take all necessary measures to secure its network through its chosen provider. The Client must also comply with the technical requirements communicated by CAROS or set forth in the Documentation.

ARTICLE 6 – DESCRIPTIONS OF SERVICES PROVIDED BY CAROS

CAROS grants the Client a personal, non-exclusive, non-assignable, and non-transferable right to use, in SaaS Mode, the Software, the Platform, Updates, and any specific developments carried out where applicable, for the entire duration of the Agreement and worldwide.

CAROS shall use reasonable efforts, to the extent possible, to:

- Make the Service available 24 hours a day, 7 days a week, except during scheduled

maintenance or in the event of Force Majeure;

- Provide Support Services as set out in Article 8 Maintenance;
- Create or update specific EDI/API exchanges;
- Maintain the security and integrity of the application service and the Client's Data;
- Not use, modify or disclose the Client's Data to any persons other than the Users, except as expressly authorized by this Agreement.

The Service as described in this Agreement may be modified (including but not limited to changes to infrastructure, security, technical configurations, and application features) at CAROS's discretion; however, any modifications made to the Service shall not result in a material decrease in the performance, security, functionality, or availability of the Platform.

ARTICLE 7 – RIGHT OF USE

The Client may only use the Software and the Platform in accordance with its internal business needs and the applicable Documentation.

The right of use is limited to the simple right to access and use the Platform in SaaS Mode via an Internet connection.

The Client undertakes to use the Software and Platform solely for its own internal business purposes and in compliance with applicable regulations. Under no circumstances may the Client: (i) make the Software or Platform available to any third party (other than an authorized User), including through resale, sublicensing, leasing, or time-sharing arrangements ; (ii) send or store any malicious code ; (iii) attempt to gain unauthorized access to the Software, application service, or the Data it contains, nor interfere with their integrity or proper operation ; (iv) modify, copy, or create derivative works based on the Software ; (v) disassemble the Software ; (vi) access the Software for the purpose of developing a competing product or service, or replicating its features or user interface ; (vii) use or permit the use of the Software or Platform for performance testing, benchmarking, or comparative analysis intended for publication without CAROS's prior written consent ; or (viii) permit a direct competitor of CAROS to access the application service.

ARTICLE 8 – MAINTENANCE

CAROS is responsible for providing corrective and evolutionary maintenance of the Software.

8.1. Maintenance Operating Principles

CAROS provides the Client with a maintenance service.

Maintenance includes corrective maintenance to resolve Anomalies affecting access to or use of the Software (as detailed in Article 8.2).

Online support is available from Monday to Friday, from 9 a.m. to 12 p.m. and from 2 p.m. to 6 p.m., excluding public holidays.

8.2 Corrective Maintenance

Corrective maintenance involves fixing Anomalies affecting access to or use of the Software.

The cost of corrective maintenance is included in the fee set forth in The Order Form.

The Service Level Agreement (SLA) is described in The Order Form.

CAROS shall not be held liable for and shall not perform maintenance services in the following cases :

- The Client refuses to cooperate with CAROS in resolving the Anomalies, in particular by failing to answer questions or provide requested information ;
- The Software is used in a manner not compliant with its intended use or the Documentation ;
- The Software has been modified without authorization by the Client or a third party ;
- The Client has failed to fulfill its obligations under this Agreement;
- Acts of willful damage, sabotage, or malicious acts against the Platform ;
- Damage resulting from force majeure or misuse of the Software.

However, CAROS may, at its discretion and where feasible, undertake to resolve issues arising from the above circumstances, based on its current service rates at the time of the intervention. Such services will not fall within the scope of this Agreement and will be subject to separate invoicing at CAROS's then-applicable rates.

ARTICLE 9 – TRAINING

In addition to the initial training described in The Order Form, CAROS may provide additional training services upon request by the Client, under terms to be mutually agreed upon.

CAROS may propose additional training services if its intervention reports in the context of technical support and corrective maintenance reveal recurring issues with the Client's use of the Platform that are unrelated to Anomalies.

ARTICLE 10 – DATA PROCESSING

10.1 Use

The Client is responsible for all activities conducted under its User accounts, as well as for their use in compliance with this Agreement. The Client is responsible for the content of the Data.

10.2 Personal Data

The Client remains solely and fully responsible for the processing of personal data it performs for its own purposes and must comply with all applicable legal and regulatory provisions regarding such data, in particular the General Data Protection Regulation (EU Regulation 2016/679) ("GDPR").

If any personal data of the Client is processed by CAROS at the Client's request, CAROS shall act solely on the Client's instructions and as a data processor in accordance with the GDPR.

10.3 Return of Data

In the event of termination or non-renewal of the Agreement, CAROS will return all Client Data on the effective date of termination or expiration. The Client Data will be delivered in a standard format that can be easily used within the Client's information system.

The Client must indicate, in the termination or non-renewal notice or within fifteen (15) days from the sending of such notice, whether it wishes to retrieve its Data.

If so, all Data will be provided, at CAROS's discretion, either via a secure website or on a digital storage medium. If the Client fails to request the return of its Data within the above-mentioned period, the Data will be destroyed by CAROS without CAROS incurring any liability toward the Client.

ARTICLE 11 – FINANCIAL TERMS

11.1 Pricing

To access the Platform, the Client shall pay an initial deployment fee and a subscription-based license fee for use of the Platform.

Prices are specified in The Order Form.

All prices are quoted excluding tax (net of tax); applicable VAT will be added at the rate in effect at the time of invoicing (including taxes).

11.2 Invoicing Terms

Invoicing for the subscription begins when the Agreement comes into force and will be carried out according to the periodicity defined in The Order Form. If the subscription is taken out during a period, the first period will be invoiced on a *pro rata temporis* basis.

Given the periodic nature of the invoices, the Client authorizes CAROS to issue invoices in advance in electronic format, in a structured message format readable by digital systems, accompanied by a PDF version.

Invoices will be sent at the end of each period and are payable within thirty (30) days.

11.3 Late Payment Penalties and Sanctions for Non-Payment

Any late payment shall automatically incur interest penalties calculated at three (3) times the legal interest rate, beginning on the due date indicated on the unpaid invoice. The rate shall be applied on a *pro rata temporis* basis.

CAROS shall also be entitled to charge a fixed recovery fee of forty (40) euros, in accordance with Article D.441-5 of the French Commercial Code.

Additionally, CAROS reserves the right to immediately suspend the subscription and/or terminate the Agreement as provided herein, without liability on the part of CAROS, which the Client acknowledges and accepts.

ARTICLE 12 – OWNERSHIP

The Client retains full ownership of all Data it uses via the Platform under this Agreement.

CAROS is and remains the owner of the property rights relating to any element of the Platform made available to the Client.

This Agreement does not grant the Client any ownership rights over the Platform. The temporary

provision of the application service under the terms of this Agreement shall not be construed as a transfer of any intellectual property rights to the Client, within the meaning of the French Intellectual Property Code.

The Client is prohibited from reproducing any part of the Software or the Documentation, by any means, in any form, or on any medium whatsoever.

The Client may not assign any of the rights or obligations arising from this Agreement, whether through a temporary assignment, sublicense, or any other contract providing for such transfer.

ARTICLE 13 - FORCE MAJEURE – LIABILITY

Each Party shall be liable for the consequences arising from its own faults, errors, or omissions, as well as those of its potential subcontractors, that cause direct damage to the other Party.

13.1 Force majeure

Neither Party shall be held liable if it becomes impossible for it to perform all or part of its obligations due to the occurrence of an event constituting force majeure or a fortuitous event, as commonly interpreted under French law.

The Party noticing the event shall immediately inform the other Party of its inability to fulfil its obligations. The suspension or delay in performance shall in no event give rise to liability for non-performance, nor entitle the other Party to claim damages or late penalties.

13.2 Liability

CAROS shall not be held liable for any accidental destruction of data by the Client or by any third party having accessed the Platform using the credentials provided to the Client.

CAROS shall in no event be held liable for any damage suffered by the Client resulting from the performance of the network used by the Client to access the Platform.

In the event of a proven fault by CAROS, it shall only be liable for the financial consequences of direct and foreseeable damages resulting from the use of the Platform. Accordingly, CAROS shall under no circumstances be held liable for any indirect or unforeseeable losses or damages suffered by the Client or third parties, arising in connection with or as a result of the non-performance or performance of this Agreement.

In all cases, CAROS' liability shall be strictly limited to the amounts paid by the Client to CAROS for the subscription fees corresponding at the lesser of the following amounts: the three (3) months preceding the date of the event giving rise to liability, or fifty thousand euros (€50,000).

ARTICLE 14 – GENERAL PROVISIONS

14.1 Insurance

CAROS has taken out the necessary insurance to cover risks related to the performance of its business. It undertakes to provide the Client with any supporting documentation upon express request.

14.2 References

The Client authorizes CAROS to use its logo and to mention its name in a reference list identifying companies that use the Platform. CAROS shall be entitled to distribute this reference list to its own prospects and to promote the Platform using the Client's name and logo. More broadly, CAROS may, subject to the Client's prior written consent, communicate about the Client's use of the Platform.

14.3 Assignment - Termination

a. Assignment of the Agreement

This Agreement is concluded *intuitu personae* and may not be assigned or transferred by either Party without the prior express written consent of the other Party. However, (i) CAROS may assign this Agreement (including all its Appendixes) without prior consent to its successor in the context of a merger, reorganization, or sale of all or substantially all of its assets or shares, provided that such transaction does not benefit a direct competitor of the other Party; and (ii) CAROS may assign its rights and obligations related to the Software to an affiliated entity. Any assignment in breach of this paragraph shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.

b. Termination of the Agreement

This Agreement may be terminated :

- by non-renewal, at the initiative of either Party,
- in the event of a breach by either Party of one of its material obligations, allowing the other Party to terminate this Agreement

immediately after formal notice sent by registered letter with acknowledgment of receipt has remained unanswered for two (2) months, without prejudice to any damages that may be claimed as a result of the breach,

- in the event of force majeure, under the conditions provided for in this Agreement, with termination being notified by registered letter with acknowledgment of receipt by the more diligent Party, and taking effect after a period of one (1) month, without further notice and without any compensation owed by either Party,
- upon judicial liquidation of either Party, in which case the Agreement shall be automatically terminated, without notice, as from the publication of the final decision rendered by the competent court.

14.4 Evidentiary Agreement

The Parties agree that records produced by the E4Cars systems, as well as electronic communications, shall serve as evidence between the Parties within the meaning of Article 1316-2 of the French Civil Code. For this purpose, it is expressly agreed that all technical information concerning the Client, as well as any electronic communications of any kind (including email or messages sent via E4Cars' internal messaging system), may be retained for evidentiary purposes.

14.5 Dispute Resolution

a. Governing Law

This Agreement shall be governed by and construed in accordance with French law, to the exclusion of any other legal system.

b. Jurisdiction

In the absence of an amicable settlement, any dispute shall be submitted to the Commercial Court within the jurisdiction of CAROS' registered office, to which the Parties expressly assign exclusive territorial jurisdiction, regardless of the place of performance of the services or the registered office of the defendant.

c. Terms of Application of the Agreement

This Agreement and its appendices constitute the entire agreement between the Parties. No general or special terms and conditions contained in documents exchanged between the Parties shall be incorporated into this Agreement, including general terms and conditions appearing on purchase orders, even if such documents have been signed by both Parties.

This Agreement may only be amended by a written amendment signed by both Parties.

Should one or more stipulations of this Agreement be held to be invalid or declared as such under applicable law or following a final decision by a competent court, the remaining provisions shall retain their full force, scope, and effect.

The fact that one of the Parties does not invoke a breach by the other Party of any of its obligations shall not be construed in the future as a waiver of the obligation in question.

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