

1. Scope

1.1. These general terms of sales and license of software of Two-I SAS (hereinafter the "General Terms") regulate the contractual relationships between Two-I SAS (hereinafter "Two-I") and its Clients (hereinafter the "Client(s)") in connection with the sale of hardware (computers, cameras, graphic cards, devices, equipment, etc ...) (hereinafter "Hardware") and the license of software programs, including in particular licenses of Two-I's algorithms and software relating to video analytics (hereinafter "Software"), developed by Two-I and licensed to its Clients, either directly or through a remote access as a "Software as a Service" on Two-I's web platform (once available).

1.2. Any other services to be provided by Two-I to Clients (hereinafter the "Service(s)") will be also covered by these General Terms.

1.3. Any diverging terms and conditions arrangements between Two-I and a Client must be recorded in writing and signed by Two-I to be binding upon Two-I.

1.4. These General Terms apply to any relationship between Two-I and the Client, notwithstanding any clause to the contrary in the Client's general conditions of purchase or order.

1.5. Special provisions of an order confirmation, specific terms agreed in writing by the Client and Two-I, which may be in contradiction with these General Terms, shall prevail over the corresponding provisions of these General Terms.

1.6. The contract and other agreements will be effective only after written confirmation of Two-I, or upon acceptance by the Client of the present General Terms and any other commercial terms of Two-I (hereinafter the "Contract").

1.7. Except as may be otherwise specified in writing, documentation, catalogues, price lists, commercial proposals and estimates of Two-I are sent for information purpose only and cannot be considered as binding.

2. Fees and Prices

2.1. The amount of fees due by the Client to Two-I for the Hardware, Software and/or Services is stated in the Contract and is calculated plus V.A.T. (if any). Except as may be otherwise expressly provided by Two-I, prices are net cash, and the Client shall pay taxes and charges for transportation, insurance, shipping, custom clearance, storage, handling and similar items. Except as may be otherwise expressly provided by Two-I, prices do not include any fees relating to the training of the Client's personal or to the installation of Software or Hardware.

2.2. Unless otherwise expressly agreed by Two-I, the agreed fees will be charged by Two-I and paid by the Client as follows:

- for Software: 100% payable in advance;

- for Hardware and/or Services: at least 50% payable in advance upon order.

Two-I shall not be bound to provide access to any Software or to start the performance of any Service until it has received the payment of the owed fees by the Client.

2.3. In addition to the agreed fees, the Client shall pay a percentage of the agreed price as maintenance fees, as agreed in the Contract. Following a period of two (2) years after the start of the Contract, the Client shall be entitled to change the option chosen by him by sending a written notification to Two-I at least 3 months before the anniversary date of the Contract.

2.4. If the Client fails to pay any invoice on the due date, he shall be obligated to pay to Two-I, ipso jure and without prior notification, interest at EURIBOR + 4 % at the date of the invoice beginning from the due date, and a lump sum administrative fee of Eur 40 per unpaid invoice, without prejudice to any other rights of Two-I (including the right to claim further damages). In case of delay in the payment or in the execution of any of its obligations entered into by the Client, Two-I shall have the right to cancel the contract or to retain that portion of the contract which it has not yet performed without the Client's consent; it shall also result in all sums due which are to be paid by the Client, even those which have not yet matured, becoming immediately payable without notification on the part of Two-I.

2.5. Two-I shall have the right to compensate the Client's debts and/or to use payments for the settlement of the invoices which have been outstanding longer than thirty (30) days plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, invoiced amounts

3. Performance covered by the Contract

3.1. Subject matter of the Contract is for Two-I to sell Software licenses and Hardware as listed in the Contract and as determined in detail by the specifications and terms of the Contract. Individual extensions and/or adaptations of Software functionality must be negotiated and agreed separately with Two-I on a case by case basis.

3.2. The basic features of Two-I's Software are as described in the Contract.

3.3. Two-I will do commercial efforts to debug and restore the Software within a reasonable time. Bugs in the abovementioned sense are documented and repeatable disturbances that result in the impossibility of Software operating, or data corruption, or loss of data that are processed with a Software or generated by it. The Client shall take all reasonable measures to facilitate the identification of bugs, errors and their causes and provide Two-I with any useful information.

4. Transfer of Risk – Delivery – Shipment – Inspection

4.1. Except as may be otherwise specified in writing, the transfer of risk of the Hardware shall take place at Two-I's address just before loading ("Delivery"). In case of reference to a specific Incoterm, risks shall

pass on the Client in accordance with the applicable Incoterm (ICC's most recent version). Should the Client fail to take Delivery of the Software and the Hardware, Two-I may store it at the Client's risks and expenses and, following a notification, invoice them as having been delivered. In any event, after 20 (twenty) day from the initial Delivery date, Two-I shall be entitled, after a prior notice to the Client, to resell the Hardware and to claim for applicable damages.

4.2. Unless otherwise specified, the Software and the Hardware are sold Ex-Works Two-I Metz (France) in accordance with the EXW Incoterm (ICC's most recent version). The Client shall be responsible to supply to Two-I, sufficiently in advance in order to enable Two-I to make the necessary shipping arrangements, all appropriate information including notably (a) marking and shipping instructions, (b) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (c) the Client's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Two-I's sole judgment) require unreasonable expense or delay on its part, then Two-I may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel the said Contract.

4.3. Delivery times of Two-I shall not be regarded as binding, and delays in delivery shall not entitle the Client to claim damages resulting from any delay. Without prejudice to the liability limitations contained in Article 9 below, binding times for delivery shall only entitle the Client to damages insofar as Two-I has been fully informed in writing at the conclusion of the contract of the possible loss and damage consequent to delayed delivery and of a specific valuation of the different elements thereof. In any event, in case of production delays, Two-I is entitled not to supply the whole quantity that the Client has ordered in one delivery, but can deliver by several subsequent partial deliveries.

4.4. Upon Delivery of Hardware, the Client shall carry out a complete inspection of such Hardware in order to check their packaging, weight, conformity and quantities. Any apparent damage to the packaging of Hardware or to Hardware, or any non-conformity or shortage of the quantities, shall be noted and communicated promptly to Two-I by email. Hardware shall be considered automatically accepted upon delivery to the Client, if the Client fails to make any comments in writing in respect thereof not later than five (5) days after Delivery. In case of claim by the Client, the Client shall allow Two-I or its designated representative to conduct an inspection of the Hardware.

5. Range of functionalities & Quality of the Software

5.1. The function range of a Software is derived from the Contract and from Two-I's manual that has been made available to the Client. The use of the functions of a Software by the Client requires authorization to access the Software which - for its part - affects the function range provided for the user.

5.2. No functionality beyond the quality of contractual Software is owed. Technical data, specifications and performance figures in public statements, particularly in advertising materials, are not quality descriptions.

5.3. The continual Software development is an integral part of Two-I's DNA. This includes Software optimization and adaption to technical progress. In the context of software development, the individual functions of a Software can be changed or omitted as far as the attainment of the Contract purpose is not at risk.

6. Field of responsibility of the Client – Client's obligations

6.1. The Client is not allowed to use the Software if he does not accept these General Terms. It is the Client's own responsibility,

- to check in advance if the Software and/or Services proposed by Two-I are likely to meet his needs, and if necessary, to obtain expert consulting services for that purpose;

- to ensure that its existing software and hardware fulfil the minimum requirements of the Software in order for the Client to be in a position to use such Software efficiently;

- to carefully consider the Software specifications in Two-I's documentation and manuals, and other instructions of Two-I;

- to follow guidance provided by Two-I in order to avoid errors, and to consider measures for protection of hardware and Software (Client system);

- to take reasonable measures to protect Client's local IT systems against corruption by possible viruses, Trojans or similar malware;

6.2. The Client is prohibited to transmit passwords and other personal logins and access data to any third parties. All credentials must be stored protected, so that third parties cannot access them. Key words and passwords have to be changed not only before the first use of a Software, but also at regular intervals. ID and password must be changed immediately, as far as cause or suspicion emerge that third parties have obtained possession of the data. Key words and passwords may not be stored in an unencrypted form on a PC or other storage devices (CD-ROM, USB stick, etc.).

6.3. The Client has to observe and to respect the national and international copyright and trademark, patent, trade name and trademark rights and other intellectual property rights as well as personal rights of third parties and of Two-I.

6.4. Claims, losses and any additional cost for Two-I resulting from the violation by the Client of these obligations are at the sole expenses of the Client.

7. Warranty on Software

7.1. Two-I only warrants that the Software will comply with the specifications and functionalities expressly warranted by Two-I and with rules relating to the license of Software, unless otherwise agreed. The strict liability for defects is excluded.

7.2. Two-I's warranty is excluded if the Client has made unauthorized changes to the Software or if the Client uses the Software for unforeseen and/or unexpected purposes or if the Client uses the Software on hardware that has not been foreseen or agreed by Two-I.

7.3. Two-I does not warrant any specific performance of the Software.

7.4. Unless otherwise agreed, claims for defects shall expire twelve months after the installation of the Software or the end of Services.

8. Warranty on Hardware

8.1 Two-I only warrants that the Hardware will comply with the specifications of the manufacturer. Two-I will however test the servers before shipment to the Client. Two-I makes no other warranties, whether express or implied, of merchantability, fitness for purpose, or any possible future use or otherwise.

8.2 The Client shall have communicated to Two-I all necessary information to ensure the adequate elaboration of the specifications contained in the last offer or quotation of Two-I. The Client recognizes that Two-I's obligation of conformity is fully satisfied when these specifications have been met at the time of delivery.

8.3 Any technical advice provided by Two-I, before and/or during the use of the Hardware, whether provided verbally or in writing or by way of trials, is given in good faith but without any warranty on the part of Two-I. Two-I's advice shall not release the Client from his duties to test the Hardware supplied by Two-I as to their suitability for the intended processes and uses. The use and processing of the Hardware are undertaken at the Client's risks.

9. Liability - Liability exclusions - Limitations of liability

9.1. The Client will carry all tests he considers useful and that he will make all decisions relating to the uses of the Software and/or the Hardware. In case of doubt, the Client shall request Two-I's advice. However, Two-I's advice can only reflect Two-I's own experience and is given for information purpose only. As such, it can in no way involve any liability on Two-I's part.

9.2 Two-I is obliged to provide the customary care. In determining whether Two-I has to be blamed is to consider that a Software cannot be created free of defects. Two-I is only liable for willful misconduct or gross negligence. Two-I is not liable for ordinary negligence, unless it is a violation of a material contractual obligation the fulfillment of which is essential for due implementation of the Contract and on which the other party is reasonably expected to rely upon. In these cases, Two-I's liability shall be limited to such direct harmful consequences which - according to the type of business - are typical and able to predict, subject however to Sections 9.6 and 9.7 below.

9.3. The liability of Two-I shall not be incurred as a result of the decisions or orientations made by the Client based on the data resulting from the Client's use of the Software.

9.4 If Two-I recognizes that the Hardware or Software are defective, then Two-I is exclusively obliged, at its sole discretion, either (i) to replace or repair such Hardware or Software, or (ii) if the price has not already been paid by the Client, to reduce such price or to cancel the said Contract, or (iii) if the price has already been paid by the Client to reimburse the Client for all or part of such price.

9.5 In any event, the Client must fulfill its obligation of mitigation of any potential or existing damage. The Client is not entitled to delay the payment of any invoice owed because of the alleged or proved non-conformity of the Hardware or Software or Services.

9.6 IN ANY EVENT, TWO-I SHALL NOT BE LIABLE FOR ANY LOSS OF PRODUCTION, LOSS OF REVENUE, LOSS OF PROFIT AND/OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE DIRECTLY OR INDIRECTLY SUSTAINED BY THE CLIENT OR BY ANY OTHER PERSON WHATSOEVER, WHETHER IN CONTRACT OR IN TORT. THE CLIENT ACCORDINGLY WAIVES ANY RIGHT OF ACTION AGAINST TWO-I AND TWO-I'S INSURERS AND INTEND TO OBTAIN A SIMILAR WAIVE OF RECOURSE FROM ITS OWN INSURERS.

9.7 FURTHER, TWO-I'S MAXIMUM LIABILITY UNDER EACH ORDER OR CONTRACT SHALL BE IN ANY CASE LIMITED TO THE PRICE PAID OR TO BE PAID BY THE CLIENT TO TWO-I UNDER SUCH CONTRACT OR ORDER.

9.8 Client shall indemnify, defend and hold harmless Two-I from and against any and all obligations, costs, loss, damages, claims, attorney's fees and liability of any character in any way arising from or relating to (i) any breach of this Agreement by Client and/or (ii) any breach of law or regulation by the Client, in particular those relating to the protection of privacy and personal data, and/or (iii) any breach of representation or warranty made by Client.

10. Property of the Software - Client's Right to use the Software

10.1. Two-I shall at all times remain the sole and exclusive owner of the Software and all manual, documentation, information or know-how which could be disclosed or communicated by Two-I to the Client and/or implemented or used by Two-I for the performance of the Contract. All intellectual property rights relating to the Software, Hardware, drawings, plans, samples, processes, know-how, reports and/or other documents provided or communicated to the Client remain the sole and exclusive ownership of Two-I and is protected by law. Copyright, patent, trademark, and all other ancillary rights

to the Software and to any other deliverable that Two-I makes available to its Client is solely and exclusively owned by Two-I.

10.2. Two-I grants the Client, for the duration of the Contract, a non-exclusive, non-assignable and non-transferable limited right (without right to sub-license) to use the Software specified in the Contract and the related user documentation as agreed in the Contract, solely for the Client's internal use and against payment of the agreed fees.

10.3. Any utilization of the Software beyond the permitted use under the Contract is not permitted. Unless otherwise expressly agreed by Two-I in writing, the Client is not entitled to (i) download or copy the Software, (ii) to provide any access to use the Software to any third party, (iii) to copy or sublicense or sell the Software or parts of this Software. If a third party uses a Software with the help or through the negligence of a Client, or if the Client is responsible for this use, the Client shall be held liable therefore and shall also be held jointly and severally liable with such third party(ies) for the payment of any corresponding fees.

10.4. The Client is not entitled to decompile, to "reverse engineering", to disassemble, or reproduce all or any part of the Software in order to create a separate application or to create any software competing directly or indirectly with the Software. The Client is not allowed to remove, change or modify the copyright information of Two-I in connection with the Software.

10.5. Two-I is entitled, in case of serious breaches against its obligations by the Client, to suspend the license of the Client, at the Client's expense. This does not release the Client from the obligation to pay the fee for the use of Software.

10.6. Two-I is entitled, in case of any suspected breach against its obligations by the Client, to audit the Client in order to verify full compliance by the Client to the terms of the Contract.

11. Confidentiality

11.1. Any information provided by one party to the other, verbally or in writing, regarding its products, concepts, ideas, strategies, procedures, processes, specifications, documents, drawings, calculations, software, plans and any item, sample, specimens, including its know-how, its intellectual property, its data and any elements of information, documents and legal, technical or business database (the « Information ») shall be treated as strictly confidential information by that other party and shall not be provided to any third party without the disclosing party's prior and written consent. The said Information shall be exclusively used by the parties for the purpose of the performance of their respective obligations. Commercial offers, quotations, proposals and manuals of Two-I are deemed to be proprietary and confidential Information of Two-I.

11.2. This mutual confidentiality clause shall remain effective throughout the whole term of the performance of the respective order and for 10 years following the end date of each Services or license.

11.3. All data and results generated by the Client with the assistance of the Software shall remain confidential and shall not be communicated by the Client to any third party.

11.4. Unless otherwise agreed, Two-I is authorized to name the Client's commercial name or brand in its commercial references, on all type of support including its website, it being understood that Two-I will in no event disclose confidential information of the Client.

12. Contract period and termination

12.1. If there is no maximum term set in the Contract for the period of use by the Client of the Software, the agreed maximum term of the Software license shall be 20 years after the date of signature of the Contract. After the expiration of the maximum term, the Contract will be automatically terminated. This shall not affect the right of either party to terminate the Contract for good cause.

12.2. In the event of any breach of contract by the Client or any failure by the Client to comply with its contractual duties, Two-I shall be allowed, through a written notification, and without prejudice to any other claim, to terminate all or part of the respective Contract or purchase order without any responsibility or liability whatsoever. In addition, Two-I shall be allowed to be reimbursed by the Client for all costs and expenses incurred by Two-I as a result thereof and to seek compensation for any loss or damage it sustains in connection with the Client's failure to perform the respective Contract or purchase order. In addition, Two-I shall be exempted from any existing undertaking to the Client.

12.3. Two-I is entitled to terminate any Contract or order with immediate effect without any further obligation or liability if Two-I has good reasons to believe that the Client will be unable to normally perform its full obligations.

13. Personal Data Protection

13.1. Client's Data : the Client has been informed that some of his personal data might be collected by Two-I. This is necessary for the good performance of the commercial relationship with Two-I. This data will be used by Two-I solely within the frame of their contractual relationship and for the needs of any Contract or order. This data will only be used by Two-I and its subcontractors or suppliers. In case of litigation, such data might be communicated to any relevant jurisdiction and to other parties.

Two-I will keep and store the Client's data for a period of maximum 5 years following the end of the commercial relationship between the parties.

The Client has a right to access, transfer, rectify, delete, limit and oppose to the treatment of any personal data collected by Two-I. These rights, can be exercised by sending a written demand sent to Two-I at the address indicated in Section 16.6 below. Two-I shall respond within one month. In case of

refusal, the Client might contact the CNIL (3 place de Fontenoy, 75334 PARIS) or any competent jurisdiction.

13.2. Data supplied by the Client: As a matter of principle Two-I shall not treat any personal data of the Client. Should the Client exceptionally demand to Two-I to have access to personal data collected and/or supplied by the Client, the Client warrants Two-I that it will respect any laws and regulations applicable in France in connection with the collection and treatment of such personal data.

13.3. Data treated by the Client : The Client shall comply with all applicable laws and in particular with the terms of the « GPDR » (European Regulation n°2016/679) in connection with personal data collected, generated or treated by the Client through or with the help of the Software. As soon as Client start to use the Software, the Client shall in particular :

- respect the rights of people whom data has been collected and/or treated ;
- warrant strict confidentiality of such data ;
- sufficiently protect such data against leaks or loss ;
- inform people whom data has been collected and/or treated of any leak, or act of hacking over such data, within 48 hours following the discovery by the Client of such acts ;
- make sure that all authorized persons of Client having access to such data shall respect confidentiality and shall receive appropriate training in connection with the use of personal data.

13.4. As mere supplier of Software and Hardware, Two-I will have no liability whatsoever (whether a sole or a joint liability), directly or indirectly, in connection with personal data collected, generated or treated by the Client.

13.5. Should the Client have access to Two-I's personal data, the Client shall be subject to the same duties and obligations in connection with such data as stated in section 13.3 above.

14. Force Majeure

14.1. No party shall be liable for events of force majeure, which render impossible the performance of any Contract or order or even significantly impede their proper performance.

14.2. Force majeure means any circumstances which are beyond the control of the parties, such as war and other military conflicts, mobilizations, blockades, civil disturbances, terrorism, embargo, confiscations, natural disasters, strikes, lockouts and other labor unrest, government policies, decisions or other authorities unforeseen by the parties, serious and unforeseeable circumstances.

14.3. No force majeure event preventing the use of the results of the Software or reducing the needs of the Client shall allow it to suspend or delay any payment owed nor to terminate any order. If however a force majeure event make it impossible to perform a Contract or an order for a period of more than two (2) months, the relevant Contract or order may be automatically terminated in writing without any other formality by one of the parties.

15. Applicable law – Exclusive Jurisdiction

15.1. THE LAWS OF FRANCE EXCLUSIVELY AND SOLELY APPLY TO THE PRESENT GENERAL TERMS AND TO ANY CONTRACT BETWEEN A CLIENT AND TWO-I.

15.2. It is agreed between the Parties that should a dispute arise between them, the Parties shall try to promptly find, in good faith, an amicable solution and try to reconcile before any legal action. To that effect, the claiming party shall state its claims by registered mail with receipt confirmation to the other party and suggest holding a meeting. Failing reaching an amicable solution within one month following the receipt of the letter containing the claims, and provided at least one conciliation meeting took place between the parties, the parties shall recover their freedom of action.

15.3. ANY DISPUTE RELATING TO THE INTERPRETATION AND PERFORMANCE OF THESE GENERAL TERMS OR ANY CONTRACT OR ORDER BETWEEN THE PARTIES SHALL BE BROUGHT EXCLUSIVELY TO THE BUSINESS COURT OF METZ, FRANCE.

16. Other agreements - Alteration of the Contract – Severability - Assignment

16.1. Agreements deviating from these General Terms and contract changes shall be in writing, particularly in regard to the amendment of this form requirement.

16.2. No additions to, amendment of or variations from the terms hereof made by the Buyer shall be binding upon Two-I, unless expressly agreed in writing by Two-I. Any change of scope expressly agreed in writing by Two-I will result in changes to prices and timelines.

16.3. If any provision of these General Terms is completely or partially invalid (or has been omitted), the validity of the remaining provisions shall not be affected. In such a case, the parties shall arrange in good faith that the invalid (or omitted) provision will be replaced (or completed) by another provision which reflects the economic intent as closely as possible.

16.4. Two-I's failure to exercise any right shall not be deemed to be a waiver of such right.

16.5. The Client shall not assign any contract, order, or any right arising there from or any receivables due from Two-I to any third party without the prior written consent of Two-I.

16.6. Two-I's contact details:

TWO-I, 11 Rempart Saint Thiébauld, 57 000 METZ (France)

Tel: +33 (0)7 69 17 19 84

Email: contact@two-i.fr