

GENERAL TERMS AND CONDITIONS OF SALE

The purpose of these general terms and conditions of sale is to define the terms and conditions under which **BIOCEANOR**, a simplified joint stock company with capital of €70,916.10, whose registered office is located at 1360 route des Dolines, les Cardoulines B3, 06560 VALBONNE, registered with the Registre du Commerce et des Sociétés de Grasse under no. 834 336 570, (hereinafter "**BIOCEANOR**") provides the professional, individual or legal entity, registered with the Registre du Commerce et des Sociétés or any equivalent commercial register, identified as a BIOCEANOR customer in the Commercial Proposal (hereinafter the "**Customer**"):

- The provision of services (hereinafter referred to as the "**General Terms and Conditions of Services**" or "**GTCS**")
- the Platform to the Customer and the Services with Subscription, in return for full payment of their price (hereinafter the "**Subscription Terms and Conditions**" or "**STC**")

RECITAL

The following terms, when the initial letter is capitalized, will have the meaning defined below, in the singular or plural:

- (i) **GTC**: refers to the General Terms and Conditions of sale which includes the Subscription Terms and Conditions and General Terms and Conditions of Services
- (ii) **GTCS**: refers to the Conditions and General Terms and Conditions of Services
- (iii) **STC**: refers to the Subscription Terms and Conditions;
- (iv) **Subscription**: refers to the subscription formula chosen by the Customer according to the options selected.
- (v) **Prediction Service**: means the prediction service developed by BIOCEANOR and made available to the Customer via the Platform or via an API integrated into the software used by the Customer.
- (vi) **Customer**: refers to any professional, natural person or legal entity, registered in the Trade and Companies Register or any equivalent commercial register, identified as a BIOCEANOR customer in the Commercial Proposal.
- (vii) **Data**: refers to water quality data collected by the Equipment or directly by the Customer's equipment and processed on the Platform.
- (viii) **Intellectual Property Rights**: refers to all rights associated with works of the mind, including the economic and moral rights of authors, all property rights relating to patents, trademarks, designs and models, software, rights of producers of databases, domain names, as well as any other intellectual property rights, worldwide, now or hereafter registered.
- (ix) **Functionalities**: refers to all the functionalities offered by BIOCEANOR, on the Platform, namely (i) the processing of Data collected by the Material or by the Customer's equipment, (ii) the services for predicting physico-chemical parameters related to water quality and (iii) the service options for alerts, Data analysis and decision support.
- (x) **Equipment**: devices and sensors for measuring water quality that are able to communicate with the Platform, which may be ordered by the Customer from BIOCEANOR, under the conditions set out in the Equipment General Terms and Conditions of Sale.
- (xi) **Party(ies)**: refers individually to BIOCEANOR or the Customer and collectively to BIOCEANOR and the Customer.
- (xii) **Platform**: refers to the AquaREAL software solution developed and published by BIOCEANOR, enabling access to the Functionalities.
- (xiii) **Commercial Proposal**: means the document signed by the Parties, the purpose of which is the subscription by the Customer to the Services and, where applicable, to the Equipment and other services offered by BIOCEANOR. In particular, it includes a description of the Services and other elements subscribed to, the pricing conditions and any other special conditions negotiated between the Parties.
- (xiv) **Services with subscription**: refers to the services with subscription offered by BIOCEANOR and described in Part 2 - article 2, to which the Customer may subscribe
- (xv) **Services**: refers to the customized Services offered by BIOCEANOR and described in Part 1 – article 1.

ARTICLE 1 - DESCRIPTION OF SERVICES PROVIDED

BIOCEANOR offers the following services, which it performs at the Customer's request as specified in the Commercial Proposal (hereinafter individually or collectively the "**Service(s)**").

1.1. Specific developments

At the Customer's request, BIOCEANOR may carry out specific developments. To this end, the Customer undertakes to provide BIOCEANOR with specifications describing the latter's specific needs in terms of developments and/or adaptations to be made to the Platform or to the functionality for predicting physico-chemical parameters related to water quality (the "**Specifications**"), on the basis of which BIOCEANOR will be able to analyze the feasibility of the project and determine the characteristics of the specific developments to be made, in terms of functionality and performance.

The Commercial Proposal summarizes (i) the description of the services to be provided to meet the Customer's expressed requirements, (ii) the planned implementation schedule, (iii) the price of the services, (iv) the price of the resulting technical and functional assistance, and (v) any other applicable special conditions (hereinafter referred to as the "**Commercial Proposal**"). Development work will commence upon written acceptance of the Commercial Proposal by the Customer. Acceptance of the Commercial Proposal implies express and unreserved acceptance of these GTCS, which the Customer expressly acknowledges and accepts.

The Customer expressly acknowledges and accepts that the carrying out of specific developments on behalf of the Customer does not entail, unless otherwise stipulated, any transfer to the Customer of the Intellectual Property Rights resulting from these developments. BIOCEANOR remains the sole owner of all intellectual property rights relating to specific developments. The Customer will benefit from a license right, for the duration agreed between the Parties and specified in the Commercial Proposal, for the whole world, an exclusive, non-assignable, non-transferable license, without right of sub-license, of access and use of the developments, for its own needs and for the sole purposes of its professional activity.

The lead times specified in the Commercial Proposal are given as an indication. BIOCEANOR will make its best efforts to respect the delivery deadlines for developments, without being held liable in the event of delay or giving rise to any right to compensation or recourse on the part of the Customer. In the event of a foreseeable delay in delivery, BIOCEANOR will inform the Customer by email of the expected delay.

In any case, the deadlines indicated in the Commercial Proposal will be null and void in the event of force majeure, or in the event of new requirements expressed by the Customer and not taken into account in the Specifications and/or the Commercial Proposal.

The Parties agree to cooperate closely and actively within the framework of their contractual relations as defined herein. They undertake to carry out their commitments in perfect good faith, in particular by communicating, signing and delivering all information and documents, by entering into all acts or contracts, and by taking all decisions or actions that may be necessary to ensure the completion of the specific developments. In this respect, the Customer acknowledges that compliance with the completion deadlines is, in any event, subject to its fulfilment of its general obligation to cooperate.

If the specific developments are integrated into the Aquareal platform ("**the Platform**"), they will be delivered to the Customer in the latest version of the Platform by means of an update of the latter. The Customer is informed that the update may render all or part of the Platform temporarily unavailable. The Customer will be informed seven (7) calendar days before the actual delivery of the update. BIOCEANOR will make its best efforts to carry out the update while avoiding, as far as possible, disrupting the use of the Platform by users. However, the Customer expressly acknowledges and accepts that the implementation of the update may be

carried out at any time (during and/or outside working hours) and render all or part of the Platform momentarily unavailable, without this giving rise to any liability on the part of BIOCEANOR, nor giving rise to any right of recourse or claim on the part of the Customer.

If the specific developments are independent of the Platform, they will be delivered to the Customer according to the terms and conditions agreed in writing between the Parties.

1.2. Analysis and decision support

BIOCEANOR offers customized analysis and consulting services. Without this list being exhaustive, BIOCEANOR offers analysis and correlation services for water quality data in aquatic environments and associated decision support. To this end, the Customer is invited to provide BIOCEANOR with details of its specific requirements in writing. On the basis of this information, BIOCEANOR will be able to analyse the feasibility of the request and determine the deadline, costs and delivery terms for a customized study or analysis.

This service will be the subject of a Commercial Proposal summarizing the Customer's needs, the deadline and the terms of BIOCEANOR's intervention. Services will commence upon written acceptance of the Commercial Proposal by the Customer. Acceptance of the Commercial Proposal implies express and unreserved acceptance of these GSPC, which the Customer expressly acknowledges and accepts.

ARTICLE 2 - COOPERATION BETWEEN THE PARTIES

The Parties undertake always to behave towards each other as loyal partners acting in good faith and to perform all their obligations in this spirit.

The Parties undertake to cooperate to the best of their ability in order to ensure the proper performance of the GTCS. Consequently, the Parties undertake to keep each other informed and to spontaneously communicate any events, information or documents that may be useful for the proper performance of the Services, and more generally for the proper performance of the Contract.

Each Party undertakes to inform the other Party of any difficulties that may arise during the performance of the Services, so that they can be taken into account as quickly as possible.

In order to facilitate this collaboration, BIOCEANOR and the Customer shall each appoint a responsible contact person, a project manager, who will be in charge of centralizing information. Meetings may be held between the Parties to monitor progress in the provision of Services.

ARTICLE 3 - FINANCIAL CONDITIONS

3.1. Price

The price of the Services is set out in the Commercial Proposal. They are quoted in euros, exclusive of VAT. Where applicable, VAT will be added at the rate applicable on the date of invoicing.

3.2. Assumption of expenses

The Customer shall bear all reasonable expenses related to travel, immobilization and/or accommodation of BIOCEANOR's teams, when they must intervene on the Customer's site(s), under the conditions and according to the rates defined in the Commercial Proposal.

3.3. Terms of payment

Unless otherwise agreed between the Parties in the Commercial Proposal, invoices are due and payable on receipt, by bank transfer. The Customer expressly agrees to receive invoices by e-mail.

Any delay in payment will result in the application of a late payment penalty calculated on the basis of an interest rate equal to three (3) times the legal interest rate, without the need for a reminder. A flat-rate indemnity of forty (40) euros for collection costs will also be due.

ARTICLE 4 - TERM - TERMINATION

4.1. Duration

The GTCS are concluded as from the signature of the Commercial Proposal and remain in force until the complete completion of the subscribed Services.

4.2. Termination for fault

In the event of a Party failing to comply with any of its contractual obligations, the other Party may terminate the GTCS, ipso jure and without legal formalities, after formal notice has been given to the defaulting Party by registered letter with acknowledgement of receipt, which has remained partially or totally unsuccessful for a period of thirty (30) calendar days. Termination shall take effect immediately and shall be without prejudice to any damages to which the aggrieved Party may be entitled.

4.3. Consequences of expiry or termination

Any sums paid by the Customer prior to the expiry or termination of the GTCS remain the property of BIOCEANOR. Upon expiration of the GTCS or upon the effective date of its termination, all sums remaining due by the Customer to BIOCEANOR shall become immediately payable.

Upon expiration or termination of the GTCS, for any reason whatsoever, BIOCEANOR will cease to initiate any Services. The Customer will also immediately cease to use the Services provided.

ARTICLE 5 - LIMITATION OF LIABILITY

By express agreement, BIOCEANOR is subject to an obligation of means in the provision of Services to the Customer. The Customer expressly acknowledges having received all necessary information from BIOCEANOR, enabling it to assess the suitability of the Services for its needs and to take all useful precautions for their implementation. The Customer is solely responsible for its use of the Services, which are provided "as is" without warranty of any kind.

BIOCEANOR is only liable for direct damages caused to the Customer, resulting from a proven fault of BIOCEANOR in the fulfilment of its contractual obligations. In no event shall BIOCEANOR be liable for any indirect damages of any nature whatsoever suffered by the Customer, including but not limited to loss of profit, loss of business, loss of goodwill, business interruption, loss of image, arising out of or in connection with the Services.

In any event, in the event that BIOCEANOR's liability is incurred as a result of a proven fault on its part, BIOCEANOR's total cumulative liability will be expressly limited, all causes combined, to the direct and foreseeable loss suffered by the Customer, without being able to exceed the amount owed by the Customer for the Service at the origin of BIOCEANOR's liability.

Unless expressly agreed otherwise, the Customer may not make a claim against BIOCEANOR after a period of twelve (12) months following the discovery of the event (or events) having caused the possible liability.

ARTICLE 6 - NON-SOLICITATION OF PERSONNEL

The Customer shall not solicit BIOCEANOR personnel who have participated in the performance of the Services, during the performance of the GTCS and for two (2) years after its termination, for any reason whatsoever.

Any duly noted breach of this obligation will result, after formal notice sent by BIOCEANOR to the Customer by registered letter with acknowledgement of receipt, in the automatic termination of the GTCS, as well as the payment to BIOCEANOR of compensation equivalent to the last two (2) years of gross salary of the person concerned.

PART 2: SUBSCRIPTION TERMS AND CONDITIONS

ARTICLE 1 - ACCEPTANCE OF STC

Subscription is subject to the Customer's express and unreserved acceptance of the STC.

By signing the Sales Proposal, the Customer expressly and unreservedly accepts the STC and undertakes to comply with its content. The Customer acknowledges having read the Sales Proposal and the STC appended thereto, and having fully understood the terms thereof, prior to signing.

The Customer acknowledges having received all the prior information required to estimate its needs. By accepting the Commercial Proposal, the Customer acknowledges that it reflects the needs expressed to BIOCEANOR.

The STC take precedence over any conditions of purchase or other documents issued by the Customer. The Customer declares that it accepts the STC in its own name, on its own behalf or on behalf of its professional customers, and for its own professional needs .

ARTICLE 2 - DESCRIPTION OF BIOCEANOR SERVICES WITH SUBSCRIPTION

2.1. Platform availability

2.1.1. *Technical requirements*

To access and use the Platform, the Customer must have a computer with a broadband Internet connection and a web browser (preferably Google Chrome or Mozilla Firefox).

All costs associated with accessing and using the Platform, including hardware, software and Internet access costs, are the sole responsibility of the Customer. The Customer is solely responsible for the proper functioning and security of his/her computer equipment and Internet access.

To use the Platform, the Customer must have Data capture devices compatible with the Platform. The Customer may purchase the hardware offered by BIOCEANOR in accordance with the Equipment GTCS or use its own hardware.

2.1.2. *Terms and conditions of availability*

BIOCEANOR makes the Platform available to the Customer, in SaaS mode (Software as a Service) from a web browser, under the conditions of the user license defined in article 6.2 below.

Upon activation of the service, BIOCEANOR will send the Customer, by email, a hypertext link inviting him to create his account with his own identifier and password (hereinafter the "**Access Codes**").

Account Access Codes are personal, confidential and non-transferable. BIOCEANOR recommends the Customer to choose complex Access Codes. In any case, the Customer is responsible for the choice of his Access Codes. They are exclusively reserved for use by named users. They may not, in any way whatsoever, be communicated to third parties or re-used, whether at the Customer's premises or not, by anyone other than the designated user.

The Customer must notify BIOCEANOR of any loss or theft of identifiers to enable cancellation.

The Platform will be used under the sole control, direction and responsibility of the Customer. Consequently, the Customer is responsible for, but not limited to, (i) the implementation of all useful procedures and measures intended to protect its hardware, software packages, software and passwords against any viruses and intrusions; (ii) compliance with the technical prerequisites as defined in article 4.1 above; (iii) any errors made when using the Platform; and (iv) the use of the Access Codes enabling access to and use of the Platform.

2.1.3. Preventive and evolutionary maintenance

BIOCEANOR makes its best efforts to ensure the proper functioning of the Platform.

As needed and at its discretion, BIOCEANOR will provide preventive and evolutionary maintenance of the Platform and will provide the Customer with updates and functional evolutions of the Platform allowing (i) to maintain the Platform in compliance with current French legislation and regulations, (ii) to adapt the Platform to technological evolution of networks and computer equipment, (iii) to prevent possible malfunctions and/or (iv) to improve the use of the Platform.

BIOCEANOR will inform the Customer within a reasonable time prior to the implementation of such maintenance and will indicate the foreseeable duration of unavailability of the Platform. This period is given as an indication only. BIOCEANOR undertakes to make its best efforts to limit as far as possible any possible disruption to the Customer's use of the Platform caused by maintenance work, without incurring any liability in the event of unavailability as a result or giving rise to any right to compensation or recourse on the Customer's behalf.

2.1.4. Corrective maintenance

For the duration of the Subscription, BIOCEANOR will provide corrective maintenance of the Platform. Should the Customer discover a malfunction, he/she must promptly notify BIOCEANOR by email to support@bioceanor.com. In order to be processed, the anomaly must be reproducible, and described by the Customer in a precise and documented manner.

BIOCEANOR will then make its best efforts to correct the anomalies as quickly as possible, with the least possible disruption to the Customer's use of the Platform. The method of dealing with the anomaly will be left to BIOCEANOR's discretion and may take the form of a program correction, the provision of a workaround solution or any other means enabling the reproduction of the anomaly concerned to be avoided.

Without prejudice to any other provision of the Subscription Terms and Conditions, BIOCEANOR will be automatically released from any obligation and liability for maintenance in the following cases: (i) in the event of a breach by the Customer of its obligation to cooperate, or of its obligation to pay, (ii) in the event that the anomaly is the result of misuse of the Platform or use of the Platform that does not comply with the provisions of the STC, of an intervention by the Customer or a third party on the Platform that has not been previously authorized in writing by BIOCEANOR, or of a computer program not supplied by BIOCEANOR.

2.2. Prediction Service available

BIOCEANOR makes the Prediction Service available to the subscribed Customer via the Platform or in the form of an API integrated into the software used by the Customer.

The Data used to run the Prediction Service are retrieved in accordance with article 4.1. In the case of an API, the Customer is invited to contact his software publisher to integrate the API in order to access all the results of the Prediction Service.

ARTICLE 3 - USE OF SERVICES WITH SUBSCRIPTION

3.1. Setting

If the Customer subscribes to the Prediction Service for physico-chemical parameters related to water quality, either via the Platform or via the API, BIOCEANOR's intervention is required to set up the connection with the Customer's Data and to configure the Prediction Service to the Customer's specific requirements.

The Customer is invited to send the entire Data history to BIOCEANOR in a standard .csv or .xlsx format.

If the Customer has subscribed to the Platform, BIOCEANOR integrates the Data to enable the Customer to view them.

In all cases, BIOCEANOR integrates the Data into the Prediction Service and regularly feeds it with the Customer's Data collected directly using the Customer's equipment or installed by BIOCEANOR. The Customer supply an API with the associated documentation.

The determination, duration, cost and procedures for this service are detailed in the Commercial Proposal.

3.2. Training

Prior to or at the time the Services with Subscription are made available, BIOCEANOR or its approved service providers may provide the Customer with initial training in their use, either remotely or, at the Customer's request, face-to-face . The determination, duration, costs and procedures for the training are detailed in the Commercial Proposal. If the Customer requests initial face-to-face training, any expenses incurred (travel, meals, accommodation, etc.) will be billed to the Customer on presentation of the corresponding invoices.

3.3. Hotline

BIOCEANOR will provide, for the duration of the Subscription, an electronic hotline for the Customer, relating to the use and operation of the Services with Subscription. The hotline will be available from Monday to Friday, from 9am to 6pm (CET), excluding weekends and public holidays (the "**Working Days**"), by contacting the email address support@bioceanor. BIOCEANOR will use its best endeavours to respond to the Customer's request within a reasonable time of notification by the Customer, without guaranteeing its definitive resolution. Please note that the hotline is not intended to provide training in the use of the Services with Subscription, to configure the Services with Subscription, or to answer maintenance questions. Any request for training in the use of the Services with Subscription, for parameterization of the Services with Subscription or for maintenance will be the subject of a Commercial Proposal.

ARTICLE 4 - INTELLECTUAL PROPERTY RIGHTS

4.1. Proprietary rights of BIOCEANOR

The Customer acknowledges and accepts that all rights, titles and interests relating to the Services with Subscription, including the architecture, source codes and databases of the Platform and algorithms, as well as all associated distinctive signs (trademarks, logos, names), including the associated Intellectual Property Rights, are and will remain the exclusive property of BIOCEANOR or third parties having authorized BIOCEANOR to exploit them. The STC do not grant the Customer any right or interest in the Services with Subscription and associated distinctive signs, but only a limited right of access and use of the Platform and/or the Prediction Service under the conditions defined below.

4.2. User license

Subject to full payment of the sums due by the Customer, BIOCEANOR grants the Customer, for the duration of the Subscription, for the whole world, a non-exclusive, non-assignable, non-transferable license, without right of sub-license, to access and use the Platform and/or the Prediction Service, for its own needs and for the sole purposes of its professional activity.

The Customer undertakes not to use the Services with Subscription other than within the limits authorized by the STC. The Customer further undertakes not to perform any of the following acts, nor to permit any user or third party to perform any of the following acts: (i) decompile or disassemble the Platform or the Prediction Service, reverse engineer it or attempt in any other way to obtain the source codes, in whole or in part; (ii) create derivative works from the Platform or the Prediction Service, adapt, modify, translate or make changes to it in whole or in part, or allow any association or incorporation of all or part of one or more of its elements with other works, including software; (iii) rent, sublicense, sell, lend or transfer the Platform or the Prediction Service to a third party or allow a third party to access and use the Platform or the Prediction Service, in whole or in part, without the prior written consent of BIOCEANOR.

4.3. Use of Data

The Data integrated into the Platform belongs to the Customer, who may use it for any purpose. Nevertheless, the Customer grants BIOCEANOR a free, non-exclusive, non-transferable and worldwide license to use this Data for the purpose of improving the Functionalities and, more generally, the Platform and the Prediction Service.

ARTICLE 5 - FINANCIAL CONDITIONS

5.1. Price

The Subscription price is indicated on the Sales Proposal signed by the Customer, and is invoiced monthly or annually depending on the Services with Subscription and Features chosen by the Customer. The price is indicated in euros, exclusive of tax. Applicable duties and taxes will be invoiced in addition and will be those in force on the day of invoicing.

5.2. Price review

Prices will be revised in line with the French SYNTEC index every year on the anniversary date of the contract between the parties, using the following formula:

$$P_n = P_o \times (I_n / I_o)$$

Each index is represented by an abbreviation:

- P_n for the price before tax after revision ;
- P_o for the initial price excluding VAT ;
- I_n for the last known value of the SYNTEC index published by the French Syntec Federation on the revision date;
- I_o for the last known value of the SYNTEC index published by the French Syntec Federation on the date the Commercial Proposal is signed.

In the event of the disappearance of one or other of the indices, the Parties will agree on the new index(es) for the establishment of a formula with comparable effect.

5.3. Terms of payment

If the customer opts for monthly payment, the invoice is payable in arrears on the 10th of each month. The amount for the first month is calculated on a *pro rata temporis basis* according to the days remaining in the current month, and is invoiced on the date of the first direct debit corresponding to the following month.

For customers in SEPA countries, monthly instalments are payable by direct debit, by SEPA mandate, according to the model provided by BIOCEANOR. The customer must complete and sign the SEPA mandate electronically and provide his bank details.

Unless otherwise agreed between the Parties in the Commercial Proposal, if the Customer opts for a lump-sum payment for the duration of the Subscription, the invoice is due on the date of Subscription and payable on receipt, by bank transfer.

The Customer expressly agrees to receive invoices by e-mail.

5.4. Late payment

Any delay in payment will result in the application of a late payment penalty calculated on the basis of an interest rate equal to three (3) times the legal interest rate, without the need for a reminder. A flat-rate indemnity of forty (40) euros for collection costs will also be due.

BIOCEANOR reserves the right, seven (7) calendar days after a formal notice to pay sent to the Customer by registered letter with acknowledgement of receipt, which has remained totally or partially without effect, to suspend access to the Platform or the Prediction Service until full payment of the sums due, in principal and interest, and without this giving rise to any right to compensation or recourse to the benefit of the Customer.

ARTICLE 6 - TERM - TERMINATION

6.1. Duration

The Subscription is concluded for an initial period of one (1) year from the date of signature of the Sales Proposal. It will then be tacitly renewed for successive periods of one (1) year. The party deciding not to renew the Subscription must notify the other party of this decision by e-mail with acknowledgement of receipt, at least sixty (60) days before the expiry of the current period.

6.2. Cancellation

6.2.1. Termination for fault

In the event of one of the Parties failing to comply with one or more of its obligations under the STC, the other Party may send formal notice by registered letter with acknowledgement of receipt, to remedy such failure(s) within a period of thirty (30) days from the date of receipt, or failing that, from the date of first presentation of such letter. If, after this period, this formal notice remains totally or partially unfruitful, the Subscription will be terminated ipso jure with immediate effect, without further formality and without prejudice to any other rights or actions to which the aggrieved Party may be entitled.

6.2.2. Termination due to judicial liquidation

The Subscription will be automatically terminated if one of the Parties is the subject of compulsory liquidation proceedings, unless the compulsory liquidator is entitled to demand the transfer of current contracts.

6.3. Consequences of expiry and/or termination

Any sums paid by the Customer prior to the effective termination of the STC, for whatever reason, remain the property of BIOCEANOR.

The Customer's access to the Services with Subscription will be cut off within 5 calendar days of termination of the STC. During this period, the Customer is invited to extract its Data from the Platform, by following the procedure provided for this purpose on the Platform. Extraction is carried out in standard format (.CSV). Any request for assistance in extracting Data and/or any request for extraction in a specific format will be subject to a prior quotation from BIOCEANOR. Customers who have access to the Prediction Service via an API are invited to extract the Data on their software.

Upon termination of the STC, for any reason whatsoever, the Customer shall immediately cease all use of the Platform.

Upon termination of the contractual relationship, for any reason whatsoever, the Customer may request in writing that BIOCEANOR return all Data integrated into the Platform within thirty (30) calendar days. BIOCEANOR will also return all historical data and backups in its possession, in a format readable by current market software. After this period, BIOCEANOR will no longer be required to retain the Data and may not be held liable in this regard.

ARTICLE 7 - GUARANTEES

7.1. Service warranties

BIOCEANOR represents and warrants that it has all rights, including Intellectual Property Rights, titles, licenses and authorizations necessary to enter into the STC and make the Services with Subscription available to the Customer.

BIOCEANOR indemnifies Customer against any claim, demand or action for infringement relating to the Services with Subscription, provided that Customer (i) promptly notifies BIOCEANOR of such claim or action, (ii) allows BIOCEANOR to defend and/or settle such claim alone, and (iii) provides BIOCEANOR with all necessary assistance in the defense and/or resolution of the dispute. In defending or resolving the dispute, BIOCEANOR may, at its sole discretion, (i) obtain the right for the Customer to continue to use the Services with Subscription, (ii) modify/replace the infringing correlative elements so that they no longer infringe the rights of the third party, without prejudice to the proper performance of the Services with Subscription, or (iii) terminate the STC and reimburse the Customer pro rata for the Subscription price already paid on the day of the dispute.

Notwithstanding the foregoing, BIOCEANOR shall in no event be liable for any claim, demand or action resulting from any use of the Services with Subscription not authorized by the STC or not complying with the terms and conditions of use set forth in the STC or in the User Manual.

BIOCEANOR makes no other warranties, express or implied, including, but not limited to, warranties as to the continuity, performance and/or durability of the Platform and/or as to the suitability and/or fitness of the Services with Subscription for any particular purpose or Customer's needs. The Data is provided to the Customer "as is" without warranty of any kind, and it is the Customer's responsibility to treat it with the diligence and expertise of its profession.

Use of the Services with Subscription implies knowledge and acceptance of the characteristics and limits of the Internet, in particular with regard to technical performance, response times for transferring information, risks of interruption, and more generally, the risks inherent in any connection and transmission of data over the Internet. BIOCEANOR does not warrant that the Platform Features or other components thereof and/or the Prediction Service will be always available, uninterrupted or error-free, that any defects or errors will be corrected immediately or that the Platform or its server or the Prediction Service will at all times be free of viruses, worms, Trojan horses or any other components that may cause damage.

7.2. Customer warranties

The Customer declares and guarantees that it has obtained and will retain for the entire duration of the STC, all rights, titles, licenses and authorizations necessary for the conclusion and execution of the STC and enabling BIOCEANOR to execute the STC.

The Customer acknowledges that he/she is solely responsible for accessing and using the Platform and/or the Prediction Service.

The Customer is solely responsible for the quality of the Data integrated on the Platform or through the Prediction Service. The Customer also guarantees that the Data is accurate, complete and up-to-date, and that it complies with the laws and regulations applicable to the Customer's activities, as well as the rights (including intellectual property rights and personal data protection rights) of third parties. The Customer is solely responsible for the use and processing of the Data, in particular for making decisions regarding its use.

ARTICLE 8 - HOSTING AND SECURITY

The Data is hosted by Amazon Web Service. Any Data, and in particular any personal data, provided or collected through the Platform or the Prediction Service will be stored on the server(s) of this host, made available to BIOCEANOR. This host acts as a subcontractor of BIOCEANOR within the meaning of the Regulations applicable to the protection of personal data, only on written instruction from BIOCEANOR. It does not have the right to use the Customer's Data and personal data, except for the purposes of performing technical hosting and database management services and only under the contractual conditions signed between the host and BIOCEANOR, which may not derogate from the present article and the aforementioned regulations. BIOCEANOR undertakes to use its best efforts to :

- Ensure that the hosting company guarantees the physical and logical security of the servers on which the Data is hosted and in particular the integrity of the network and servers against any external malicious act or any known computer attack. BiOceanOr's local access network to the servers is protected against intrusion by a restrictive firewall. The servers themselves have an isolated network architecture and high-performance load balancers. Security updates for operating systems and anti-virus software are regularly installed on this network.
- Implement and maintain data security and confidentiality measures. These measures aim to (i) protect Data - and in particular personal Data - against destruction, loss, alteration or disclosure to unauthorized third parties, and (ii) ensure the restoration of availability of Data - and in particular personal Data - and access thereto within an appropriate timeframe in the event of a physical or technical incident. BIOCEANOR also implements a procedure to regularly test, analyse and evaluate the effectiveness of the aforementioned security measures.

In the event of server failure, BIOCEANOR will use its best efforts to restore the service as soon as possible, within the limits of the service level commitments made by the hosting provider, following notification of the failure by the Customer, it being specified that the applications are configured to restart automatically in the event of a software incident.

Data is backed up at the Amazon Web Service hosting facility, servers in Northern Virginia, USA, for customers in the Americas, and servers in Paris (Courbevoie and Nanterre), France, for other customers.

Back-ups are stored in the host's datacenters, as specified in paragraph 1 of this article.

ARTICLE 9 - LIMITATION OF LIABILITY

By express agreement, BIOCEANOR is subject to an obligation of means in the provision of access to the Services with Subscription to the Customer. The Customer expressly acknowledges having received all necessary information from BIOCEANOR, enabling it to assess the suitability of the Services with Subscription for its needs and to take all useful precautions for their implementation.

In no event shall BIOCEANOR be liable for any indirect damages of any nature whatsoever suffered by the Customer, including but not limited to loss of profit, loss of data, loss of earnings, loss of goodwill, business

interruption of any kind, or loss of image, arising out of or in connection with the use of the Services with Subscription.

The Customer expressly acknowledges that use of the Services with Subscription is made under its sole and entire responsibility. No advice or information, whether oral or written, obtained by the Customer may create warranties not expressly provided for in the STC, nor may BIOCEANOR be held liable for damages of any nature whatsoever caused to the Customer or to third parties as a result of the Customer's improper use of the Services with Subscription in violation of the provisions of this article and, more generally, as a result of non-compliance with the STC.

In any event, in the event that BIOCEANOR's liability is incurred due to a proven fault on its part, BIOCEANOR's total cumulative liability will be expressly limited, all causes combined, to the direct and foreseeable loss suffered by the Customer, without being able to exceed the amount of the sums actually paid by the Customer under the STC, on the day of the event giving rise to BIOCEANOR's liability .

The Customer will not be able to make a claim against BIOCEANOR after a period of twelve (12) months following the discovery of the event (or events) having caused the possible liability.

PART 3: GENERAL TERMS AND CONDITIONS OF SALE

This section deals with the General Terms and Conditions of sale, which include the General Terms and Conditions of Services and the Subscription terms and Conditions.

ARTICLE 1 - INSURANCE

Each Party undertakes to take out and maintain civil liability insurance with a solvent insurance company to cover the risks relating to the performance of the contract and to cover any damage it may incur in the performance of the GTC. At the request of the other Party, each Party must be able to prove that it has taken out such insurance.

ARTICLE 2 - PRIVACY

The party receiving confidential information from the other party undertakes to keep strictly confidential, for the entire duration of the present contract and for five (5) years from its termination, for any reason whatsoever, all information, data and other elements, of any nature whatsoever, on any medium whatsoever, communicated to it by the other party, on any medium whatsoever, or of which it may have become aware during the performance of the present contract.

Confidential information may not be disclosed by the party receiving it to third parties and may only be used in the performance of the present contract.

Confidential information remains the property of the party disclosing it. Under no circumstances shall the transmission of confidential information to the other party be construed as conferring upon it any rights or interest in the confidential information, with the exception of any rights provided for herein.

The receiving party undertakes to return or destroy, as instructed by the disclosing party, the documents or their reproduction containing confidential information, immediately upon request by the disclosing party and at the latest upon termination or expiration of the present agreement for any reason whatsoever.

This section shall survive the termination or expiration of this agreement for any reason whatsoever.

ARTICLE 3 - FORCE MAJEURE

BIOCEANOR may not be held liable in the event of non-performance of any of its obligations due to the occurrence of a case of force majeure as defined by French law and jurisprudence. Cases of force majeure suspend the performance of obligations arising from the contract and/or the STC for as long as they exist. However, in the event of force majeure lasting longer than one (1) month, either party shall be entitled to terminate the contract and/or the STC.

ARTICLE 4 - GENERAL STIPULATIONS

Entire agreement. These GTC constitute the entire agreement of the parties with respect to its subject matter and supersede any prior or contemporaneous agreement, oral or written, between the parties with respect to such subject matter. It takes precedence over the Customer's general terms and conditions of purchase.

Assignment. These GTC are concluded *intuitu personae*. The rights and obligations resulting from them may not under any circumstances be assigned or transferred by the Customer, for any reason whatsoever, without the prior written consent of BIOCEANOR.

Independence of clauses. In the event that one or more provisions of the GTC are held to be invalid or declared as such in application of a law, regulation or following a decision of a competent court which has become final, the other provisions of the GTC shall nevertheless retain all their force and scope.

Non-waiver. The failure of either party to invoke any of the provisions of the GTC at any time shall not be construed as a waiver of its rights hereunder.

Independent contractors. The parties declare that the relationship between them is exclusive of any relationship of subordination. To this end, neither party and its members has the right to represent or bind the other party in any form or capacity whatsoever. Neither party shall be liable for the acts or omissions of the other party, or for the acts or omissions of their employees during the performance of this agreement. This agreement does not constitute a partnership, a franchise or a mandate given by one party to the other. The parties are and will remain, for the duration of the present agreement, independent professional partners.

References. BIOCEANOR may quote the Customer's name, in particular in its technical and commercial documents or its reference lists, unless the Customer expressly objects in writing.

Subcontracting. The Customer acknowledges and accepts that BIOCEANOR may, at its sole discretion, have recourse to one or more subcontractors for the performance of its obligations resulting from the Commercial Proposal and the execution of the GTC. However, BIOCEANOR shall remain, vis-à-vis the Customer, solely and exclusively responsible for the proper execution of the GTC entrusted to said subcontractor(s).

ARTICLE 5 - APPLICABLE LAW - JURISDICTION

The GTC are subject to French law, to the exclusion of any other legislation. In the event of the GTC being drafted in several languages, only the French version will be deemed authentic. The French version of the GTC are available on Bioceanor's website: www.bioceanor.com.

THE PARTIES AGREE TO MAKE EVERY EFFORT TO REACH AN AMICABLE SETTLEMENT OF ANY DISPUTE THAT MAY ARISE CONCERNING THE VALIDITY, INTERPRETATION OR EXECUTION OF THE GTC. HOWEVER, SHOULD NO AMICABLE SOLUTION BE FOUND, THE PARTIES AGREE THAT THEIR DISPUTE SHALL BE BROUGHT BEFORE THE COMPETENT COURTS OF GRASSE.

GENERAL TERMS AND CONDITIONS OF SALE of EQUIPMENT

These general terms and conditions of sale (hereinafter the "**Equipment GTCS**") form part of the Customer's subscription to a license agreement for the Platform provided by BIOCEANOR, a simplified joint stock company with capital of €70,916.10, whose registered office is located at 1360 route des Dolines, les Cardoulines B3, 06560 VALBONNE, registered in the Grasse Trade and Companies Register under number 834 336 570, (hereinafter "**BIOCEANOR**").

The purpose of the Equipment GTCS is to define the terms and conditions under which BIOCEANOR sells to the Customer water quality measurement devices and sensors having communication capabilities with the Platform (hereinafter the "**Equipment**"). The Equipment purchased by the Customer is detailed in the Sales Proposal.

Equipment is strictly reserved for customers who have subscribed to the Services, under the conditions and in accordance with the GTCS. The purchase of Equipment is subject to the Customer's express and unreserved acceptance of the Equipment GTCS.

All terms identified in the Equipment GTCS that begin with a capital letter, if not defined herein, have the meaning given to them in BIOCEANOR's Subscription Terms and Conditions.

ARTICLE 6 - EQUIPMENT ORDER

BIOCEANOR carries out an assessment of the Customer's needs, a diagnosis of the equipment already available to the Customer and determines, in collaboration with the Customer, the Equipment corresponding to the latter's needs. On this basis, BIOCEANOR integrates the Equipment requested by the Customer into the Sales Proposal, to which the present Equipment GTCS are appended. The characteristics and quantity of Equipment ordered by the Customer are specified in the Sales Proposal.

The Sales Proposal and the Equipment GTCS form the contract between BIOCEANOR and the Customer for the purchase of Equipment. The Customer declares that it is entering into the contract in its own name, on its own behalf or on behalf of its affiliates, and for its own business purposes only.

In the event of acceptance of the Commercial Proposal by the Customer, the order for Equipment is considered firm and definitive. It may not be modified or cancelled by the Customer without BIOCEANOR's prior written agreement. By signing the Sales Proposal, the Customer acknowledges having read and fully understood the General Terms and Conditions for the Sale of Equipment, and undertakes to abide by their content.

The Equipment GTCS take precedence over any conditions of purchase or any other document issued by the Customer. The Customer declares that he accepts the Equipment GTCS in his own name, on his own behalf or on behalf of his professional customers, and for his own professional needs.

ARTICLE 7 - EQUIPMENT DELIVERY

7.1. Terms of delivery

The Equipment can be delivered in France and abroad. BIOCEANOR may, at its discretion, make successive partial deliveries. Delivery charges are payable by the Customer and are detailed in the Sales Proposal.

Notwithstanding the retention of title clause provided for in article 2.4 below, unless otherwise stipulated in the Commercial Proposal, delivery of the Equipment is carried out as follows:

- Delivery to EU countries and Norway: DAP (Incoterm 2020),
- Delivery to other countries: FCA Valbonne (France) (Incoterm 2020).

The information provided by the Customer when ordering Equipment is binding on the Customer. BIOCEANOR cannot be held responsible in the event of erroneous information leading to the impossibility of delivering the

Equipment. Any parcel returned to BIOCEANOR because of an erroneous or incomplete delivery address will be reshipped at the Customer's expense.

7.2. Delivery times

Delivery times are specified in the Commercial Proposal. They are given for information only. Unless otherwise stipulated in the Commercial Proposal, delivery times run from the date of signature of the Commercial Proposal. BIOCEANOR undertakes to do its utmost to meet delivery deadlines, without being held liable in the event of delay or giving rise to any right to compensation or recourse on the part of the Customer. In the event of a foreseeable delay in delivery, BIOCEANOR will inform the Customer by email of the expected delay.

BIOCEANOR is released from its obligation to deliver in the event of a force majeure event that may prevent or render impossible the delivery of the Equipment. In the event of such an event or any other event beyond BIOCEANOR's control, notice shall be given to the Customer by any means, and performance of the Equipment GTCS shall be deferred. In the event of force majeure lasting more than thirty (30) days, either party shall be entitled to terminate the Equipment GTCS.

7.3. Reception

Acceptance of the Equipment means the actual handing over of the Equipment to the Customer.

The Customer undertakes to sign the delivery note given to him by the carrier. Upon receipt of the Equipment, the Customer must indicate in writing on the delivery note, which he will sign, any refusal to accept all or part of the Equipment or reservations relating to loss, damage, missing products, apparent defects or non-conformity of the Equipment delivered. The absence of a written reservation by the Customer on the delivery note covers any apparent defect and/or missing product. In the event of a defect which is not apparent on the day of receipt, the Customer has three (3) working days from the date of receipt to send his reservations, in a documented and justified manner, to the carrier by registered letter with acknowledgement of receipt. The Customer undertakes to send the claim notified to the carrier to BIOCEANOR, including the necessary documents and justifications, within twenty-four (24) hours of notification, by e-mail to support@bioceanor.com.

If no reservation is made within the aforementioned time limits and conditions, the Equipment will be deemed to have been delivered in conformity.

In the event of an apparent defect, missing product, non-conformity, duly noted by BIOCEANOR, the latter will proceed, at its discretion, either to the replacement or to the reimbursement of the price of the Equipment concerned, to the exclusion of any other indemnity to the benefit of the Customer.

In the event that the Equipment is returned to BIOCEANOR, the latter will inform the Customer by email of the conditions of return that the Customer undertakes to respect, the method of compensation chosen by BIOCEANOR (replacement, refund) as well as the address for the return of the Equipment. The return of Equipment will only be accepted in its original condition (packaging, accessories, instructions, etc.). The means of transport and return costs are at the Customer's expense. The Customer acknowledges and accepts that BIOCEANOR may refuse to reimburse the Customer for the price of the Equipment returned if the Customer does not comply with the return conditions.

7.4. Retention of title clause

It is expressly agreed that BIOCEANOR retains ownership of the Equipment delivered until full payment of its price by the Customer, in principal and interest.

ARTICLE 8 - INSTALLATION, MAINTENANCE

8.1. Equipment installation

The Customer is invited to refer to the User Manual for use of the Equipment. BIOCEANOR may assist the Customer remotely by videoconference in the event of difficulties during installation.

At the Customer's request, BIOCEANOR can visit the Customer's premises to install the Equipment. This service will be the subject of a specific financial proposal included in the Commercial Proposal.

If applicable, upon receipt of the Equipment, the Customer shall inform BIOCEANOR by any means. BIOCEANOR will make an appointment with the Customer to install the Equipment. The Customer undertakes to ensure that BIOCEANOR personnel or any third party appointed by BIOCEANOR, if necessary, have free access to the premises where the Equipment is to be installed. At the end of the installation, the Customer signs the installation report.

8.2. Equipment installation

The Customer undertakes to maintain the Equipment in accordance with the instructions and recommendations in the User Manual.

At the Customer's request, BIOCEANOR may provide technical support and/or maintenance for the Equipment. The terms and conditions of BIOCEANOR's intervention in terms of support and maintenance are specified in the Commercial Proposal.

If maintenance of the Equipment cannot be carried out remotely, the Customer must send, at its own expense, the Equipment to BIOCEANOR at the address communicated, in its original packaging or any other suitable packaging that preserves the integrity of the Equipment.

All costs of diagnosis, repair, replacement, disassembly/reassembly shall be borne by the Customer, except where the Equipment is under warranty and where maintenance is the result of a defect in the Equipment which is not attributable to the Customer.

ARTICLE 9 - USING THE EQUIPMENT

9.1. Proper use of equipment

To use the Equipment, the Customer is invited to refer to the precautions detailed in the User Manual. In view of the nature and purpose of the Equipment, the Customer must act as a professional for the purposes of his professional activity. The Customer undertakes to use the Equipment only in connection with the Platform and exclusively for these purposes, in compliance with the terms of the Equipment GTCS, the User Manual and, more generally, applicable laws and regulations.

The purchase of the Equipment does not imply any transfer of BIOCEANOR's Intellectual Property Rights existing on the Equipment. These elements remain the exclusive property of BIOCEANOR.

The Customer undertakes not to use, or authorize a third party to use, the Equipment other than within the limits authorized by the Equipment GTCS. The Customer further agrees not to do any of the following, nor to permit any third party to do any of the following: (i) decompile or disassemble the Equipment, reverse engineer it or otherwise attempt to discover or gain access to all or part of it; (ii) remove or modify the Intellectual Property Rights, trademarks, logos, legal notices affixed to the Equipment (or in its user manual); (iv) carry out illegal, discriminatory, fraudulent activities or activities infringing the rights or security of third parties.

ARTICLE 10 - FINANCIAL CONDITIONS

10.1. Equipment pricing and billing

The unit and total prices of the Equipment ordered and the delivery charges are shown in the Sales Proposal and are indicated in euros excluding taxes. Applicable duties and taxes will be invoiced in addition and will be those in force on the day of invoicing. The price is invoiced on receipt of the Equipment, in accordance with the terms set out in the Sales Proposal.

10.2. Terms of payment

Unless otherwise agreed between the Parties in the Commercial Proposal, invoices are payable on receipt, by bank transfer. The Customer expressly agrees to receive invoices by e-mail.

10.3. Late payment

Any delay in payment will result in the application of a late payment penalty calculated on the basis of an interest rate equal to three (3) times the legal interest rate, without the need for a reminder. A flat-rate indemnity of forty (40) euros for collection costs will also be due.

ARTICLE 11 - EQUIPMENT WARRANTIES

11.1. Hidden defects

The Equipment is covered by the legal warranty for hidden defects, covering any hidden defect resulting from a material, design or manufacturing fault affecting the installed Equipment and rendering it unfit for use. This warranty is limited to the replacement of defective Equipment.

The Customer must, under penalty of forfeiture of any action relating thereto, inform BIOCEANOR, in writing, of the existence of the defects within a maximum period of 2 years from their discovery. BIOCEANOR will refund the Customer the amount of the sale of the Equipment or parts under legal warranty deemed defective or will apply a price reduction to the said Equipment.

11.2. Commercial warranty

The Equipment benefits from a commercial warranty of one (1) year in the event of a defect in the Equipment.

Warranty periods run from the date of receipt of the Equipment, unless otherwise specified in the Commercial Proposal.

To take advantage of the commercial warranty, the Customer must, under penalty of forfeiture of any action relating thereto, inform BIOCEANOR, in writing, of the existence of the defects within a maximum period of seven (7) days from their discovery.

BIOCEANOR will replace or have repaired any Equipment or parts under commercial warranty found to be defective. This warranty also covers labor costs. Replacement of defective Equipment will not extend the above warranty period.

11.3. Warranty exclusions

Any warranty is excluded in the event of improper use of the Equipment, negligence or lack of maintenance from the Customer, in contradiction with the instructions and recommendations communicated by BIOCEANOR in the User Manual, as well as in the event of normal wear and tear of the Equipment or force majeure. Nor does it apply in the event of disassembly by the Customer or any third party not expressly authorized by BIOCEANOR, deterioration or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in the event of transformation of the Equipment. BIOCEANOR does not guarantee that the Equipment is free from any defect other than those which may render the Equipment unfit for use.

The Customer may not claim compensation of any kind for any damage, particularly Equipment, human or financial, resulting from the use of the Equipment.

ARTICLE 12 - LIMITATION OF LIABILITY

By express agreement, BIOCEANOR is subject to an obligation of means in supplying the Equipment to the Customer. The Customer expressly acknowledges having received all necessary information from BIOCEANOR, enabling it to assess the suitability of the Equipment for its needs and to take all necessary precautions for its use.

The Customer expressly acknowledges that use of the Equipment is under his sole responsibility. No advice or information, whether oral or written, obtained by the Customer may create warranties not expressly provided for in the Equipment GTCS, nor may BIOCEANOR be held liable for damages of any nature whatsoever caused

to the Customer or to third parties as a result of the Customer's improper use of the Equipment, in violation of the Equipment's conditions of use and, more generally, as a result of non-compliance with the Equipment GTCS.

In no event shall BIOCEANOR be liable for any indirect damages of any nature whatsoever suffered by the Customer, including but not limited to loss of profit, loss of earnings, loss of goodwill, business interruption of any kind, or loss of image, arising out of or in connection with the use of the Equipment.

In any event, in the event that BIOCEANOR's liability is incurred as a result of a proven fault on its part, BIOCEANOR's total cumulative liability will be expressly limited, for all causes combined, to the direct and foreseeable loss suffered by the Customer, without being able to exceed the amount of the Equipment at the origin of the event causing the damage. The Customer may not file a claim against BIOCEANOR after a period of twelve (12) months following the discovery of the event (or events) that caused the potential liability.

ARTICLE 13 - MISCELLANEOUS STIPULATIONS

The provisions of Part 3 - Article 4 of the General Terms and Conditions apply *mutatis mutandis* to the present contract.

ARTICLE 14 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Equipment GTCS are governed by French law, to the exclusion of any other legislation. In the event of the Equipment GTCS being drafted in more than one language, the French version shall prevail. The French version of the GTCS are available on Bioceanor's website: www.bioceanor.com

THE PARTIES AGREE TO MAKE EVERY EFFORT TO REACH AN AMICABLE SETTLEMENT OF ANY DISPUTE THAT MAY ARISE CONCERNING THE VALIDITY, INTERPRETATION OR EXECUTION OF THE EQUIPMENT GTCS. HOWEVER, IF NO AMICABLE SOLUTION IS FOUND, THE PARTIES AGREE THAT THEIR DISPUTE SHALL BE BROUGHT BEFORE THE COMPETENT COURTS OF GRASSE.