

General Terms and Conditions of Sale – Products, Projects, and SaaS Solution Béhar Sécurité

I – General Provisions and Definitions

1.1 These general terms and conditions of sale ("General Terms") form an integral part of and apply to:

- (i) Any offer, including its specific conditions (hereinafter referred to as the "Offer") issued by BEHAR SECURITE (the "Seller"), which shall prevail over these General Terms in case of conflict,
- (ii) Any resulting sales contract entered into by the Seller with a client (the "Buyer"),
- (iii) Any order placed by the Buyer, whether in response to an Offer or not, and accepted by the Seller, for the supply of Product(s), and/or
- (iv) Any Project(s) carried out in France.

Together, these are referred to as the "Contract".

The General Terms may be subject to negotiation. Any acceptance of the Offer, in any form, constitutes acceptance of the General Terms and conclusion of the Contract.

1.2 The validity period of the Offer is defined in its specific terms. If not specified, it is valid for thirty (30) calendar days from the date of issuance, unless otherwise stated.

The Seller reserves the right to modify the Offer at any time, including but not limited to the layout, shape, color, dimensions, or materials of the Products and/or Projects as described in its catalogs and brochures.

1.3 Definitions

"Affiliates": Any company that Schneider Electric France directly or indirectly controls or exercises control over within the meaning of Article L.233-3 of the French Commercial Code.

"Software": Programs, procedures, rules, and corresponding documentation, if any, related to data processing, downloadable onto the Buyer's information system. It may be: (i) embedded in the Product(s), (ii) provided alongside the Product(s), or (iii) made available independently, in object code form, as defined in the Offer and/or Contract.

"Products": Any equipment, hardware, or spare parts that are the subject of an Offer or Contract.

"Project": Any Product or set of Products, with or without Software or SaaS Solutions, that must be specifically adapted, where applicable, through custom design studies to meet the technical requirements defined in the Seller's Offer. This includes Products that are installed, commissioned, or accompanied by support services.

"SaaS Solutions": Software solutions accessible online as services hosted on a cloud platform managed by the Seller or a third party.

II – Buyer's Obligations

2.1 The Buyer must provide timely all necessary documentation, data, cooperation, approvals, instructions, and operating conditions required for execution of the Contract.

The Buyer must inform the Seller of any special site-related requirements (e.g., site safety standards, potential hazards) and update the Seller on any changes. The Seller may refuse performance if the required conditions are not met, at the Buyer's cost and risk.

The Buyer has fifteen (15) calendar days from the date of dispatch of documents/plans/studies by the Seller to provide approval or comments. If no response is received, the documents will be deemed approved. Any later objections will be treated as modification requests and carried out at the Buyer's expense, subject to mutual written agreement.

2.2 Cybersecurity Obligations

2.2.1 The Buyer is solely responsible for implementing and maintaining the security of its own IT systems ("Information Systems"), to protect them from events that could compromise their security, integrity, availability, or confidentiality ("Cyber Threats").

At a minimum, the Buyer must:

- (a) Promptly update or patch their systems or apply appropriate measures in response to reported Cyber Threats or in accordance with any security notices,
- (b) Comply with BEHAR SECURITE's recommendations and prevailing industry standards,
- (c) Promptly install updates and patches using the latest version of the Product/Software/Project per the Seller's instructions. A "Update" includes minor enhancements or bug fixes. A "Patch" refers to a fix for a security vulnerability.

2.2.2 Reporting Vulnerabilities or Cyber Threats

If the Buyer identifies vulnerabilities or Cyber Threats related to the Product(s)/Software/SaaS Solution(s)/Projects for which no Patch has been issued, the Buyer must immediately report them via the Seller's vulnerability page at contact@beharsecureite.com, and provide all reasonably requested information ("Feedback").

The Seller shall have a non-exclusive, perpetual, irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including confidential or proprietary content), provided the Buyer's name is not publicly disclosed.

The Buyer represents and warrants that it has all necessary rights to provide such Feedback.

III – Contract Modification, Performance, Suspension, and Termination

3.1 Any change to the Contract (including price, scope, or execution conditions), whether during normal performance or due to a dispute, must be agreed in writing by both parties through an amendment before execution.

3.2 Either party may only suspend its obligations if the other has failed to perform its own due obligations. Examples include the Buyer's failure to secure the site, provide required data, or make payments. In case of default, obligations may not be delegated to a third party.

3.3 Suspension Not Attributable to Seller
If performance is suspended for reasons not attributable to the Seller, all resulting costs shall be reimbursed by the Buyer. If suspension lasts over ninety (90) days, the Seller may terminate the Contract and claim costs and potential damages.

3.4 Termination for Breach
Either party may terminate the Contract with thirty (30) days' notice via registered letter with acknowledgment of receipt if the other fails to fulfill any material obligation (e.g., payment, data provision, deliverable validation, export compliance, or acceptance of delivered Products within 5 days).

If termination is not the Seller's fault, the Buyer must pay for delivered Products, completed portions of Projects, and all incurred costs. Confidentiality, IP rights, and liability clauses will survive termination.

3.5 Non-application of Article 1186 Civil Code
The Contract is not subject to the second and third paragraphs of Article 1186 of the French Civil Code.

IV – Intellectual Property and Confidentiality

4.1 The Seller is under no obligation to provide design or manufacturing drawings, even if installation schematics are included. All such documents are the Seller's exclusive property.

4.2 The technology, know-how (patented or not), and all IP rights incorporated in the Product(s)/Project(s) remain the Seller's exclusive property. All related information is strictly confidential and must not be disclosed. Only a non-exclusive, non-transferable right to use the documents for operation and maintenance is granted. No right is granted to manufacture spare parts.

V – Software / SaaS Solutions

Any Software or SaaS Solution provided by the Seller includes no updates, support, or maintenance unless otherwise agreed.

The Software/SaaS Solution is provided under a non-exclusive, non-transferable right of use, strictly for use in the territory defined in the license agreement or terms of use, or the Offer. The Buyer shall not disclose, modify, or reproduce the Software/SaaS Solution for any purpose other than internal use. No commercial exploitation rights are granted.

Use of any Software or SaaS Solution, whether owned by the Seller or a third party, is subject to the applicable license or terms of use.

VI – Pricing, Payment Terms, and Taxes

6.1 Prices are quoted exclusive of taxes. The applicable prices are those listed on the Seller's website (www.beharsecureite.com) and valid at the time the order is placed. These prices may be revised as per the terms of the Contract.

Any specific packaging request will incur an additional charge. Packaging will not be taken back by the Seller under any circumstances.

6.2 Where applicable, a down payment amounting to thirty percent (30%) of the total contract price excluding taxes is required and payable at sight via bank transfer upon receipt of the down payment invoice issued by the

Seller. The remaining balance is payable upon delivery (as defined in Article VII below) of the Products/Software/SaaS Solutions or Projects, within thirty (30) days from the invoice date. Early payment shall not entitle the Buyer to any discount. A handling fee will be charged for any order with a total amount excluding taxes below one hundred and fifty euros (€150), due to the administrative costs incurred by the Seller.

6.3: In the event of late payment, and without prejudice to any damages the Seller may claim:

- For public legal entities subject to public procurement regulations: From the day following the due date, late payment shall automatically and without further notice incur late interest calculated at the rate applied by the European Central Bank to its most recent refinancing operations, increased by eight percentage points. In addition, a fixed recovery fee of forty euros (€40) per invoice shall be payable, in accordance with applicable mandatory legal provisions.

- For private entities: From the day following the due date, the Buyer shall owe a late payment penalty calculated at the rate of 1% per month of delay, and in any event at least three (3) times the legal interest rate. Additionally, a fixed recovery fee of forty euros (€40) per invoice shall be payable, in accordance with applicable mandatory legal provisions. If actual recovery costs incurred by the Seller exceed this amount, the Seller reserves the right to claim additional compensation based on the contract value.

VII – Delivery – Retention of Title and Transfer of Risk

7.1: Delivery is deemed to occur once the Products are made available at the Seller's factory or warehouse in France.

7.2: From the moment of delivery, the Buyer assumes all risks associated with the possession, custody, and/or use of the Products.

7.3: The Seller retains ownership of the Products until full payment of the price, including any ancillary costs. If the Products are transformed or incorporated into other items, the resulting goods shall remain pledged to the Seller until full payment.

The Buyer agrees to disclose this retention of title to any third parties in the event of resale. In case of return under this clause, any advance payments made shall be retained by the Seller, without prejudice to any claims for damages.

VIII – Delivery Times – Penalties

8.1: Delivery times are indicative unless the Seller has expressly accepted firm deadlines.

8.2: Delivery periods start from the latest of the following dates:

- (i) Unreserved acceptance of the order by the Seller or signature of the Contract by both Parties;
- (ii) Receipt by the Seller of information required from the Buyer to fulfill the order or Contract;
- (iii) Receipt of the down payment due from the Buyer.

8.3: In case of delay beyond an accepted firm deadline and absent any contrary provisions, a penalty of 0.5% of the ex-works value of the delayed Products will apply per full week of delay beyond a one-week grace period. This penalty is capped at ten percent (10%) of the aforementioned amount.

No set-off may be applied by the Buyer between any amounts due by the Seller (such as penalties) and amounts payable by the Buyer, without prior written agreement from the Seller.

IX – Force Majeure

The Seller is automatically released from all delivery commitments in the event of force majeure or events occurring at the Seller's premises or those of its subcontractors and/or suppliers that may disrupt operations. These include (but are not limited to): lock-outs, strikes, epidemics/pandemics, war, embargo, fire, flooding, tooling failures, part rejections during manufacturing, transport delays or shortages in raw materials, energy, or components, or any event beyond the Seller's control.

If the force majeure event lasts more than thirty (30) consecutive days, the Parties shall meet promptly to decide on how to proceed, including any impacts on pricing or deadlines. If no agreement is reached within a further thirty (30) days, the Seller may terminate the Contract or order by right.

X – Transport – Customs – Export Controls

10.1: Products are sold ex-works (see Article VII). The Buyer is responsible for transport, insurance, and customs clearance.

10.2: The Products, Software/SaaS Solutions, and/or Projects or other deliverables may contain components and/or technology originating from France, the United States, the EU, or other jurisdictions. The Buyer agrees to comply fully with all applicable trade control laws, export control regulations, embargoes, sanctions, and anti-boycott rules (referred to as "International Trade Controls and Sanctions" or "ITCS"). Unless an applicable export license is obtained and the Seller has approved the deliverables:

Deliverables must not be resold, re-exported, or transferred to any destination or party restricted under ITCS;

Deliverables must not be used for prohibited purposes under ITCS, including but not limited to use in rocket systems, UAVs, nuclear weapons delivery systems, or weapons of mass destruction (chemical, biological, nuclear).

If the Buyer breaches these obligations, the Seller may suspend or terminate the Contract without notice, and pursue any other rights or remedies available under the Contract or applicable law.

If required licenses or approvals are not obtained or are revoked, or if execution would breach ITCS or expose the Seller to legal risks, the Seller will be released from its obligations under the Contract.

XI – Marking

The Seller guarantees compliance with Regulation (EC) No. 765/2008 and Decision 768/2008/EC regarding CE marking, including the manufacturer's declaration of conformity. Proof of compliance is available to the Buyer upon request via a technical file.

XII – Environmental Provisions

12.1 Product Waste Disposal:

At the Buyer's request, the Seller provides information on product composition in accordance with applicable regulations for electrical/electronic equipment and battery disposal.

12.2 Chemical Substance Regulations (REACH n°1907/2006):

12.2.1: For Products delivered after publication of the REACH Candidate List, the Seller will inform the Buyer, upon request, of the presence of listed substances exceeding 0.1% by weight, as per Article 33(1) of REACH.

12.2.2: The Seller declares that all substances used comply with REACH registration, authorization, and restriction requirements. Changes in product composition will be communicated via the Seller's website. The Seller also ensures compliance with harmonized standard EN 50581, including the manufacturer's declaration of conformity.

12.3: Unique identifiers FR001169_05CLAG and FR001169_06IW6V, issued by ADEME to BEHAR SÉCURITÉ (418 920 112), certify compliance with producer registration obligations under Article L.541-10-13 of the French Environmental Code. Costs incurred by Schneider Electric group companies for managing PMCB waste are fully passed on to professional Buyers without rebate.

XIII – Warranty

13.1: The Seller undertakes to remedy any malfunction due to design, material, or manufacturing defects (including hidden defects), but only for Products. This warranty does not apply in the following cases:

- Improper maintenance;
- Inappropriate storage conditions;
- Failure to follow installation/connection instructions;
- Damage from inadequate supervision;
- Use contrary to the intended purpose or Seller's instructions.

For Products with batteries, the warranty is void if not powered within six months after delivery (as per Article VII).

The Seller does not warrant that Products/Software/SaaS Solutions or Projects are free from cybersecurity vulnerabilities or protected against

them.

These deliverables do not include data backup solutions, and the Seller does not guarantee data recovery.

Software warranties are governed exclusively by their associated license agreements.

The warranty does not cover repairs resulting from normal wear and tear of the Products or from a Force Majeure event. The warranty also becomes void if the Products are modified or supplemented by the Buyer without the Seller's express written consent.

13.2 The Seller makes no warranty as to the suitability of the Products/Software/SaaS Solutions or Projects for achieving the Buyer's objectives, unless such objectives have been expressly accepted in writing by the Seller.

13.3 Duration of Warranty

The warranty period for the Products shall be five (5) years from the date of their delivery as defined in Clause VII, excluding the central source. However, if the delivery date of the Products, as referred to above, cannot be determined with certainty, the warranty shall then commence from the date of manufacture of the Product, as indicated on the relevant Product, for a period of twenty-four (24) months.

These warranty provisions apply only to new Products delivered as from September 1, 2025.

The repair, modification, or replacement of a Product and/or its components during the warranty period shall not extend the warranty period of the Product, except in the case of a defect correction carried out less than three (3) months before the expiry of the warranty as defined in this article. In such case, the warranty for the repaired, modified, or replaced Product shall be extended for a maximum period of three (3) months from the date of delivery to the Buyer of the repaired, modified, or replaced Product.

13.4 Terms of Warranty Enforcement Under this warranty, the Seller shall, at its own cost, remedy any defects by means it deems appropriate, as quickly as possible. The replaced Product and/or components become the property of the Seller and must be returned to the Seller upon its first request.

13.4.1 The Buyer wishing to exercise the warranty must notify the Seller by email at: contact@beharsecureite.com and return the allegedly defective Product at its own cost within thirty (30) days from delivery. Otherwise, no warranty will be granted. If the failure is covered under warranty after inspection, the Seller will cover the transport costs for the replacement or repaired Products. If the defect is not covered, the Seller will notify the Buyer by any means. The Products will then be made available for pickup for ten (10) days from the date the returned items are received. After this period, and without any action from the Buyer, the Products will become the Seller's property. If the Seller ships a replacement Product in advance, it will be invoiced if: (i) the returned Product is found not to be covered by the warranty, or (ii) the allegedly defective Product is not returned within the 30-day period. Under no circumstances does the warranty cover travel costs, on-site troubleshooting, disassembly, or reinstallation of the Product.

13.4.2 The Seller may, at its discretion, decide to carry out repairs on-site. In that case, only labor costs related to the repair and/or replacement of the Product will be borne by the Seller, excluding waiting time and any costs resulting from the unavailability of the Product.

13.5 Buyer's Obligations

To invoke the warranty, the Buyer must notify the Seller of any defects immediately upon their appearance and provide all supporting documentation. The Buyer must allow the Seller to inspect and remedy the defect and must not, unless expressly authorized by the Seller, attempt or authorize third parties to repair the Product.

XIV. Liability

Notwithstanding any contrary provision, the Seller shall not be held liable for indirect or intangible losses such as loss of profit, data, revenue, or production. The Seller's liability, regardless of the cause or legal basis, including penalties, is strictly limited to the net value of the Contract.

XV. Disputes

Any disputes shall, failing an amicable resolution within thirty (30) days from the first written notice, be submitted

to the Commercial Court of Paris, which shall have exclusive jurisdiction, including in cases of third-party claims, multiple defendants, or summary proceedings. The Offer and Contract are governed by French law.

XVI. Severability

If any provision of these General Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall comply with the remaining clauses.

XVII. Personal Data

Each Party, acting as a data controller, is authorized to collect, process, and transfer personal data required for Contract performance. These data may be shared with contractors or affiliates for operational purposes. Each Party agrees to comply with applicable laws, including Regulation (EU) 2016/679 (GDPR), throughout the data processing lifecycle. Each Party shall in particular:

- Inform data subjects of processing purposes and methods, obtain prior consent where needed, and ensure data subject rights;
- Implement technical and organizational measures to ensure data confidentiality, integrity, and availability. Requests for access, deletion, or modification may be sent to Schneider Electric - DPO - 35 rue Joseph Monier, CS3023, 92506 Rueil-Malmaison, or by email at DPO@schneider-electric.com.

XVIII. Assignment

Neither Party may assign or transfer the Contract without the express prior consent of the other Party. Notwithstanding the above, the Seller, as part of the Schneider Electric Group, reserves the right to assign or transfer the Contract and its associated rights and obligations to any Group Affiliate.

XIX. Suppliers and Subcontractors

The Seller reserves the right to substitute Products with equivalent ones and to subcontract the Contract execution in whole or in part as it sees fit.

XX. Miscellaneous

No joint liability may be inferred between the Seller and other Schneider Electric subsidiaries, or among such subsidiaries, based on these General Terms of Sale.

ADDITIONAL TERMS FOR PROJECTS

These terms supplement or modify the above General Terms. In case of conflict, these Project-specific terms shall prevail.

I. Scope of Offer

1.1 Offers are based on specifications provided by the Buyer, including:

- Expected functionalities;
- Installation and environmental conditions;
- Nature and conditions of tests to be conducted by the Buyer.

1.2 If no Contract is concluded, all documents related to the Offer must be returned to the Seller within fifteen (15) days after Offer expiration.

1.3 In no case shall the Seller's personnel presence imply responsibility for the operation or custody of the Buyer's installation.

II. Pricing

2.1 Prices exclude assembly, commissioning, spare parts, and cover only the goods and services detailed in the Contract.

2.2 VAT Reverse Charge (Art. 283, 2 nonies CGI) If applicable, invoices will be issued excluding VAT with the mention: "VAT Exemption, Article 283, 2 nonies CGI – Reverse Charge." If the VAT treatment is requalified by the tax authorities, the Buyer agrees to: (i) reimburse any penalties incurred by the Seller, and (ii) pay the VAT re-invoiced by the Seller to regularize the situation.

III. Project Execution

3.1 During on-site interventions, energy, handling equipment, and materials shall be provided by the Buyer.

3.2 In case of programmable controller delivery, any losses or waste during tuning are the Buyer's responsibility.

Last Updated: July 2024

3.3 Necessary adaptations due to Buyer-provided incorrect/incomplete data or environmental changes are at the Buyer's expense.

3.4 If Seller's specialists are delayed due to reasons beyond their control, travel and waiting time will be invoiced to the Buyer.

IV. Testing

Tests will be performed at the Seller's facility per the order. Any additional tests, whether on-site or at the Seller's premises, require prior approval and will be at the Buyer's expense.

V. Inspection and Acceptance

5.1 "Acceptance" refers to the confirmation that the Project complies with contractual specifications via a jointly signed acceptance report. Installation and commissioning are the Buyer's responsibility unless otherwise stated.

5.2 The Project is deemed accepted if (i) no significant defect is reported in writing within fifteen (15) days of delivery, or (ii) the Project is used.

5.3 If a non-conformity is found, the Seller may choose to correct it or replace the affected component.

5.4 Acceptance tests will follow the Seller's standard procedures and apply solely to its scope of supply. If the Buyer's representative does not attend after being duly notified, the test results shall be binding.

VI. Contractual Warranty

6.1 If the nature of the Project prevents return per Article 13.4.1, on-site intervention costs will be covered by the Seller, except for waiting time, inaccessibility, and disassembly/reassembly costs.

6.2 For third-party components incorporated into the Project, the warranty is limited to that granted by the original manufacturer.

6.3 The warranty in Article 13 does not apply in case of failure due to materials or designs imposed by the Buyer.

6.4 Warranty duration is twelve (12) months from joint Acceptance, and in any case no more than eighteen (18) months from the final Product delivery.

ADDITIONAL TERMS FOR SaaS SOLUTIONS

These SaaS General Terms of Sale ("SaaS GTC") supplement and/or amend the General Terms of Sale. In case of conflict, the SaaS GTC shall prevail. If a conflict arises between the SaaS GTC and the Terms of Use ("ToU") described in Section I below, the ToU shall prevail. If a conflict arises between the ToU and specific Offer terms, the Offer terms shall prevail.

I. Definitions

- "Subscription": The subscription that the Buyer enters into with the Seller to acquire the right to use the SaaS Solution as described in the Agreement.

- "General Terms of Use or G.T.U.": The document defining the terms and conditions applicable to the license to use the SaaS Solution provided by the Seller and to the processing of the Buyer's Data related thereto.

- "Buyer's Data": All information, content, and data belonging to or related to the Buyer, including but not limited to texts, sounds, videos, images, and software programs that the Buyer or the SaaS Solution itself creates and/or, where applicable, uploads, downloads, collects, stores, uses, shares, modifies, or otherwise processes. Buyer's Data may include personal data.

- "Metrics": The maximum number of units or references of Buyer's Data and/or users and/or the Buyer's site(s) for which the SaaS Solution may be used by the Buyer, as defined in the Offer.

II. Effective Date – Subscription Term

2.1 The Subscription shall become effective on the date specified in the Offer/Agreement or on the date the Order is accepted by the Seller and shall terminate on the expiration date of the last current Subscription period entered into by the Buyer under the Agreement.

2.2 The Subscription term shall be defined in the Offer and, if not specified, shall be twelve (12) months.

2.3 Unless either Party provides written notice of non-renewal in accordance with the notice period defined in the Agreement—or two (2) months in the absence of such a provision—the Subscription shall be automatically renewed for the duration specified in the

Offer; failing which, the Subscription will be automatically renewed for successive twelve (12)-month periods.

2.4 If the SaaS Solution is provided to the Buyer for a trial or other limited time period, the Buyer's right to use the SaaS Solution shall automatically and immediately terminate upon the expiration of said trial or limited period. The Buyer must then subscribe to a full Subscription with the Seller to continue using the SaaS Solution.

III. Access to the SaaS Solution

3.1 Subject to the Buyer's Subscription and within the access conditions defined in the General Terms of Use, the Seller provides the Buyer access to the SaaS Solution by supplying login credentials or other access methods linked to the Buyer's user account.

3.2 When accessing and using the SaaS Solution, the Buyer must comply with the following requirements and obligations:

1. It is the Buyer's responsibility to ensure that its hardware, software, and network are compatible with the capabilities of the SaaS Solution. The Seller shall not be liable for any resulting consequences otherwise.

2. The Buyer acknowledges and accepts the risks and limitations of the internet, including:

- The internet may pose risks and flaws that could lead to reduced technical performance of the SaaS Solution, longer response times, or temporary unavailability.

- Any communication over the internet involving the SaaS Solution user account credentials or other confidential information by the Buyer is done at the Buyer's own risk.

- The Buyer is responsible for ensuring that its computers or devices and their internet or other telecommunication connections meet the technical requirements for using the SaaS Solution.

IV. Right to Use the SaaS Solution

4.1 Subject to full payment of the Subscription amount by the Buyer, the Buyer acquires the right to use the SaaS Solution in accordance with the General Terms of Use.

4.2 If Metrics are defined in the Offer, any use of the SaaS Solution by the Buyer that exceeds these Metrics may result in additional charges, as specified in the Offer.

V. Support and Maintenance

If the Offer includes support and maintenance services for the SaaS Solution, the applicable conditions for these services shall be defined in the Agreement based on the service levels specified in the Offer.

VI. Warranty

6.1 The Seller agrees to provide the SaaS Solution to the Buyer using reasonable skill and care and in accordance with the description of the SaaS Solution and the terms of the Agreement.

6.2 In the event of a defect in the SaaS Solution or non-compliance with its documentation or the specifications in the Agreement within ninety (90) days from the effective date of the Subscription, the Buyer's sole remedy and the Seller's sole obligation under the warranty shall be to use commercially and technically reasonable efforts to provide a corrective version or workaround for the SaaS Solution, such as, at the Seller's discretion, degraded mode usage.

6.3 Notwithstanding the above, the Seller does not guarantee uninterrupted or error-free access to the SaaS Solution. Access and/or use of the SaaS Solution may be interrupted or temporarily unavailable due to maintenance, whether scheduled or not; only scheduled maintenance will be notified to the Buyer in advance by the Seller.

VII. Payment Terms

7.1 Unless otherwise stated in the Offer or Agreement, regardless of the Subscription duration specified in the Offer, amounts due for the Subscription and for support and maintenance services (if billed separately) are payable annually in a single payment, on the Subscription effective date for the first twelve (12)-month period and on each anniversary thereafter for subsequent twelve (12)-month periods.

7.2 Price Revision
For any subscription with automatic renewal, the

Subscription price may be revised at the renewal date as per the Offer/Agreement terms.

VIII. Liability

8.1 Notwithstanding any contrary provision, the Seller shall not be liable for any indirect and/or intangible damages such as, but not limited to, loss of earnings, loss of profits, data loss, production loss, or damage to reputation suffered by the Buyer.

8.2 Notwithstanding any contrary provision, in any case, the Seller's total liability, regardless of the cause, nature, or legal basis of the claim—including penalties—shall be strictly limited to the tax-excluded amount of the Subscription paid by the Buyer during the year in which the Seller's liability is incurred. Where support and maintenance services for the SaaS Solution are provided by the Seller and billed separately from the Subscription, the Seller's liability for such services is strictly limited to the tax-excluded amount paid by the Buyer for those services during the year the liability arises.

IX. Suspension – Termination

9.1 In the event of early termination of the Subscription for reasons not attributable to the Seller before the contract term ends, the Buyer shall owe payment of the full remaining Subscription amount through the end of the contract term.

If the Buyer fails to respect the 60-day notice period prior to the anniversary date for non-renewal, the Buyer shall pay the full Subscription fees due through the next renewal anniversary date.

9.2 No Buyer's Data may be extracted, returned to the Buyer, or transferred to a third party designated by the Buyer. The Buyer remains solely responsible for downloading their Data from the SaaS Solution.

9.3 Any termination of the Agreement or non-renewal of the Subscription shall immediately end the rights of access and use of the SaaS Solution and will obligate the Buyer to return all confidential information received from the Seller under the Agreement and to destroy any copies within thirty (30) days of the termination or non-renewal effective date.

X. Personal Data

Information regarding the processing of personal data in the SaaS Solution is defined in the G.T.U.