

## LIMB GALLERY GENERAL TERMS AND CONDITIONS

The company I2S below referenced (hereinafter referred to as "I2S"), has developed, published and holds all of the rights on the LIMB GALLERY digital library software solution. This document (hereinafter the "General Conditions") defines, subject to the derogations of which I2S and the Customer could agree in writing, the general conditions which govern the access, consultation and use of Limb Gallery by the Customer and the sale to the customer of accessory services. I2S and the customer are below individually called the "party" and collectively the "parties".

### ARTICLE 1 DÉFINITIONS

The terms after have the following meaning:

**"Anomaly"** designates any breakdown, incident, dysfunction, bug or blocking, defect, security fault, insufficiency, degradation of performance, reproducible, affecting all or part of Limb Gallery and which causes limitations or important restrictions in normal use or makes it impossible to use normal use of all or part of Limb Gallery or one or more of its essential features;

**"Customer"** designates the signatory entity of the order with I2S;

**"Order"** designates all the contractual documents which determine the respective obligations of the parties and made up of the following elements in their decreasing hierarchical order of importance: - the license and/or execution offer of accommodation and/or support, which references the general conditions, issued by I2S and signed by the Customer and its appendices (hereinafter referred to as "the offer") and/or the order form which references the offer and the general conditions, issued by the customer and validated by I2S;

**"Customization"** means the study, configuration and/or personalization of the user interface (Front Office) of Limb Gallery, produced by I2S in prior service to the installation of Limb Gallery as part of the order;

**"Specific developments"** designates any program including any configuration, and/or any modification of the version of Limb Gallery provision of the customer (in particular but not only the addition of a new feature) and the documentation associated with it, Developed by I2S to meet specific needs of the customer, ordered and paid by the customer as part of an ad hoc order.

**"Documentation"** means all the installation and use of online help manuals of Limb Gallery;

**"Data"** designates the data from the client hosted, processed and used in the context of the license to use Limb Gallery;

**"Accommodation"** means the accommodation service of Limb Gallery accessory to the license, executed under the conditions of the order by I2S for the benefit of the Customer.

**"License"** designates the concession by I2S of non -exclusive rights to use Limb Gallery to the Customer under the conditions of the order;

**"Limb Gallery"** means the digital library software solution Object of license and command, including its specific developments, developed and edited by I2S;

**"Open AI module"** Module developed and held by Open AI IRELAND LTD, Irish law company registered under number 737350, whose head office is located 1st Floor, The Liffey Trust Center, 117-126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland (hereinafter "OpenAI"). The OpenAI module is integrated by I2S to Limb Gallery to allow the customer to extract and analyze data from a default digital file or, if necessary, selected data. Its objective is to return this data to specific fields, according to assignment sentences predefined by the customer;

**"Support"** means the maintenance service of Limb Gallery, an accessory to the license, executed under the conditions of the order by I2S for the benefit of the customer.

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The Customer must express his need for license and services of customization, support and/or accommodation possible to I2S in writing, by explicitly mentioning: (i) the information necessary for the understanding by I2S of his relative needs in particular upon configuration, personalization, installation and accommodation of Limb Gallery and (II) the dates / deadlines for the license. I2S is free not to follow up on the customer's requests, in particular but not only due to deadlines, insufficient information to issue the offer and/or a possible conflict with the customer. I2S reserves the right to request the customer any additional information or data necessary for the writing of the offer. The I2S offer is established in writing. I2S cannot be engaged by a verbal offer. Unless expressly accepted by I2S, the validity period of an offer is limited to thirty (30) days from its date of issue. Beyond that, I2S is entitled to refuse the order or to modify the conditions.

i2S is only considered linked to the customer from receipt by the customer of the order signed by the parties.

### **ARTICLE 3 CHANGES IN THE ORDER**

Any modification of the order can only be enforceable against i2S after validation by the parties of a written agreement expressly referring to the order..

### **ARTICLE 4 LIMB GALLERY FORMULAS**

#### **4.1 Subscription to Limb Gallery**

Under the subscription to Limb Gallery, i2S grants the customer a license and provides the support and the accommodation defined in the order, for a period of twelve (12) months calendar from the acceptance of Limb Gallery in accordance In article 7.2 (model and acceptance of Limb Gallery) of the general conditions. The subscription to Limb Gallery is tacitly renewable by successive terms of the same duration, except notification of non-renewal at the annual term by one or the other of the parties by registered letter with request for acknowledgment of receipt to the other party , with respect for the notice of sixty (60) days, or termination of the order in the course of annual term for the fault of the customer or stopping services under the conditions of article 13 (suspension - termination) of the general conditions.

#### **4.2 Limb Gallery Package**

##### **4.2.1 License**

Under the subscription to the Limb Gallery package, i2S grants the customer a license for the duration of the intellectual property rights relating to it, unless termination of the order for the fault of the Customer or stops of the services under the conditions of article 13 (suspension - termination) of general conditions.

##### **4.2.2 Maintenance**

As the Limb Gallery package subscription, the support must be executed by i2S for a period of twelve (12) months calendar from the Limb Gallery acceptance. In this term, the customer is free to subscribe to the extension of the support as part of an ad hoc annual order to be signed between the parties.

##### **4.2.3 Hosting**

If the order provides, the Customer benefits from accommodation for a period of twelve (12) Calendar months from the Limb Gallery acceptance, tacitly renewable by successive terms

of the same duration. Failing to provide accommodation in the order, Limb Gallery is hosted on the customer's servers or in subcontracting of the customer, on those of his accommodation provider. The i2S obligation is limited to transmitting the technical prerequisites to the customer to allow the installation and proper functioning of Limb Gallery on the server.

i2S can also install Limb Gallery on the customer's servers or his service provider as part of an ad hoc command signed between the parties. i2S is free to refuse to install Limb Gallery in a host appointed by the customer, in particular but not only due to insufficiency or risk of insufficiency in the accommodation conditions of Limb Gallery. From the delivery of Limb Gallery to the Customer or his accommodation provider, the Customer assumes all the risks associated with the accommodation of Limb Gallery, in particular but without limiting himself, to those relating to security, to the confidentiality and access to data, without recourse against i2S.

### **ARTICLE 5 – OBLIGATIONS OF PARTIES**

#### **5.1 Respect for regulation**

The Customer undertakes to use Limb Gallery and the data in accordance with his documentation, and in compliance with the rights of third parties, in particular but not only the rights of the personality and the property. The Customer guarantees i2S that it has the rights necessary for the reproduction and representation of data directly or indirectly via Limb Gallery. The Customer is responsible, excluding i2S, for the lawfulness of the data processed in the context of the use of Limb Gallery and strictly refrains from using all or part of Limb Gallery and his features to exercise illegal activity. The Customer is responsible for any damage of any kind caused to i2S and/or for any third party because of all or part of the data, in particular but not only for infringement of third -party rights, unfair or parasitic competition and/or damage to public order, the rules governing the Internet, good customs, compliance with privacy and/or at any applicable legal or regulatory provision. The non-compliance by the Customer of this article 5.1 (compliance with the regulations) of the general conditions, and in particular under any content processed via Limb Gallery likely to generate the Customer's Civil and/or Criminal Liability causes, by derogation from Stipulations of article 13.2 (termination for fault) of the general conditions, the right for i2S to terminate without delay all or part of the order, without prejudice to any damages to which i2S could claim.

## 5.2 Protection of personal data

The parties undertake to comply with the provisions (i) of Regulation (EU) 2016/679 (hereinafter "GDPR"), (ii) of law n° 2018-493 of June 20, 2018 relating to data protection personal, and (iii) of any new regulations entering into force during the execution of the order as soon as it is imperatively applicable to the current order (hereinafter together designated as "applicable legislation"). Terms of this article 5.2 (Protection of personal data) of the general conditions must be interpreted in accordance with article 4 of the GDPR.

The parties undertake in particular to implement the technical and organizational measures to guarantee an adequate level of safety of treatments taking into account the state of known techniques. The parties expressly recognize that the customer is responsible for the processing of personal data in connection with the use of Limb Gallery and during the execution of the order. As part of the execution of the support and/or the accommodation, i2S takes the quality of customer subcontractor and undertakes to (i) only accept personal data on customer instruction and for the needs of the execution of the order; (ii) limit any processing of personal data to the duration necessary for the execution of the support and/or accommodation, including by respecting the instructions relating to the fate of personal data; (iii) ensure that people authorized to process personal data undertake to respect the confidentiality of this data; (iv) assist the customer in accordance with his obligations under articles 32 to 36 of the GDPR to the extent that must be reasonably expected of i2S as a subcontractor; (v) make available to the customer the documentation necessary in order to demonstrate compliance with all its obligations within the meaning of applicable legislation, including by allowing the audits necessary for the assessment of the conformity of i2S to its obligations in terms of processing personal data within the framework of the order.

## 5.3 Access Codes

To access the features of Limb Gallery and in particular the back office, the customer has access codes provided by i2S following the installation of Limb Gallery on the hosting server. The customer is responsible for maintaining security and control of his access codes, including his identifiers, his password and any other information that can be used to access Limb Gallery, which must be strictly confidential by the customer. As such, the customer

refrains from disclosing his access codes to third parties, directly or indirectly, by any means whatsoever. The customer is fully responsible, excluding i2S, of all damage resulting from the use of Limb Gallery in the event of disclosure of access codes to a third party. Any use of Limb Gallery and in particular, but without limitation, any modification of the settings made with the access codes is presumed done by the customer.

In the event of access by any unauthorized third party to all or part of Limb Gallery, the Customer must inform i2S without delay, in order to make a change in his access codes.

## ARTICLE 6 – FINANCIAL CONDITIONS

### 6.1 Price

Prices applicable to the order are defined in the offer. They are firm, flat-rate and expressed in euros, excluding taxes. i2S reserves the right to modify the price of the license and/or support and/or accommodation for application at the following annual term, during the month preceding the notice of non-recondition applicable to the subscription to Limb Gallery. In the absence of notification of non-renewal of the license by the Customer under the conditions and deadlines defined in article 4.1 above, the Customer is deemed to accept the updated prices notified by i2S.

### 6.2 Payment – Invoicing Modalities

Unless otherwise stipulated in the order, invoices and payment requests are sent under the conditions defined:

- Customization is billed on the day of consistent acceptance of customization in accordance with article 7.2 (model and Limb Gallery acceptance) of the contract.
- As part of the Limb Gallery package, the license, installation support and/or customer training, are invoiced on the day of the installation of Limb Gallery on the accommodation server. Any support and/or accommodation are billed annually, at the start of the term in terms of fall;
- As part of the subscription to Limb Gallery, the installation support for Limb Gallery and/or the customer's training are invoiced on the day of the installation of Limb Gallery on the accommodation server. The license, support and accommodation are invoiced annually, at the start of the term in terms of fall ;

Invoices and payment requests sent by i2S to the Customer must be paid in the thirty (30) calendar days of the invoice date. Payments must be carried out by bank card, bank transfer or SEPA form to the i2S account. Any complaint or complaint of the Customer cannot in any case have the effect of postponing or suspending payment. Any delay in payment leads to the automatic delay interest in a rate calculated at a rate equal to four (4) times the legal interest rate, from the date of contractual due date until the day of perfect effective payment. In addition to that, a flat -rate compensation of forty euros (40 €) for recovery costs and this without prejudice to damages to which i2S may claim. These interests are payable upon receipt by the Customer of the opinion issued by i2S informing them that they are brought to his debit.

## **ARTICLE 7 – CONDITIONS OF AVAILABILITY OF LIMB GALLERY**

### **7.1 Customization**

The supply of Limb Gallery implies a prior customization phase executed by i2S under the conditions and procedures for executing the order, on the basis of the information transmitted by the Customer. The list of information required must be transmitted by i2S to the Customer by email. The Customer must transmit to i2S the elements necessary for customization such as, without limiting marks, logos and/or designs files, in adequate formats (hereinafter the "distinctive signs") within the deadlines required by the Complementary execution of the order. The transmission of these elements does not cause any transfer of ownership of any kind whatsoever to these elements for the benefit of i2S, nor any right of use for the benefit of i2S other than use and reproduction strictly limited to needs customization and license under the conditions of the order.

### **7.2 Model and acceptance of Limb Gallery**

At the end of customization, i2S must submit to the customer a model of the front office of Limb Gallery for validation and acceptance. The Customer has fifteen (15) working days to issue any reserve in the event of non-compliance with the model at the order. In the event of notification of non-compliance with the order within the mentioned period, i2S must make its best efforts to submit to the customer a model in accordance with the order as soon as possible. The absence of reservations notified by the customer within the deadlines mentioned carries the tacit acceptance of the latter. The modifications made later by the Customer in accordance with his right to modify the interface and to personalize Limb Gallery within the limits

defined in article 8.2 (rights conceded) below and their consequences are his exclusive responsibility without recourse against i2S.

## **ARTICLE 8 – RIGHTS CONCEDED WITH THE LICENSE**

### **8.1 Intellectual property**

All intellectual property rights relating to Limb Gallery and the associated documentation are held by i2S or contracting third parties of i2S, without transfer of property of any kind to the Customer. The mentions of the rights, brands and logo of i2S on Limb Gallery and/or on the documentation must be maintained by the customer who refrains from concealing or concealing them. The customer does not get any rights on the registered trademarks, logos, texts, graphics, images, audio files, videos, databases and any other protected element under the intellectual property included in Limb Gallery and/or held by i2S or which i2S are entitled to dispose

### **8.2 Rights conceded**

i2S concedes as a license to the customer a non-exclusive, non-global right, without the right of sub-licensing, of the use of Limb Gallery and the associated documentation, for the duration of the license subscribed, with the strict ends to make available online to the public, by the Customer, of digital collections, with payment of the price defined in article 6 (financial conditions) of the general conditions. The rights of use of Limb Gallery in the context of the license include, exhaustively, the following rights:

- the right of loading, display, execution, transmission and storage of Limb Gallery;
- the right to modify the interface and personalize Limb Gallery in application of its administration rights (back office);
- the right to represent Limb Gallery, limited to the provision of putting online digital collections to the public.
- The legal right to make a copy of Limb Gallery for backup.

The customer is free to determine the number and identity of users and make the user interface (front office) of Limb Gallery open to the public or limited to restricted access.

### **8.3 Exclusions and limitations of rights**

The customer refrains from:

- modify all or part of Limb Gallery, in any way whatsoever, beyond what is authorized from

the back office, and in particular the source and object codes of Limb Gallery; and

- create and/or develop, directly or indirectly, a platform and/or software, and/or any other product or service whose destination or purpose is similar or comparable to any or part of Limb Gallery, this includes modules of OPENAI; and

- copy Limb Gallery, in whole or in part, to any other end than its execution in accordance with the order; and

- realize any operation and/or attempted retro-engineering targeting all or part of Limb Gallery and/or analysis of the databases created and provided if necessary, through Limb Gallery, it being understood that these data bases must not be questioned by the Customer for other purposes than the provision online to the public of digital collections in accordance with the order; and

- access the Limb Gallery sources code and objects. Any attempt to unminify code and in particular source, addition, deletion and/or modification of codes, in particular source, retro-engineering is considered to be an act of counterfeiting, subject to legal exceptions.

## **ARTICLE 9 – CONDITIONS OF HOSTING BY i2S**

The stipulations of this article 9 (Conditions of hosting by i2S) are applicable when the order provides for accommodation by i2S.

### **9.1 Hosting Modalities**

**9.2** Limb Gallery is accessible remotely via an internet connection. The solution is installed and hosted on the servers of the i2S host subcontractor. i2S is free to modify its accommodation provider and its location, subject to informing the customer at least three (3) months before effective modification and to keep a level of security and service at least as important. i2S must inform the customer of the technical prerequisites relating to the terms of connection and access to the servers. The Customer acknowledges being exclusive to the supply and implementation of equipment (hardware and software) necessary for connection and access to servers. Limb Gallery is designed to be accessible at any time, 24 hours a day, 7 days a week. However, the customer expressly recognizes that maintenance periods and/or any failures can occasionally interrupt access to Limb Gallery. If necessary, i2S undertakes to restore access to Limb Gallery as soon as possible. i2S undertakes to inform the customer as soon as possible of the ruptures, suspensions and/or

degradations of access to Limb Gallery which he is aware of.

### **9.3 Security**

i2S undertakes to ensure the greatest confidentiality for the data of the customer hosted on his servers. The data hosted remains the property of the customer. i2S refrains from disclosing them to any third party whatever without prior agreement from the customer. Access to Limb Gallery is secure so as not to give access to any unauthorized third party to customer data, which are led to circulate or pass through systems as part of the use of Limb Gallery. i2S does not intervene in data management and refrains from accessing data for other purposes than for the needs of the execution of accommodation. In particular, i2S performs no control, validation or update of data. i2S does not undertake for the backup of data, which remains of the client's full responsibility to protect himself against the risks of loss or deterioration, whatever the cause.

The backup service of all or part of the data by i2S would be subject to an ad hoc order signed between the parties.

### **9.4 Responsibility over Data**

As part of the publication of data by the customer from Limb Gallery, the customer has the quality of publisher of a communication service to the public online and i2S the one of host when the solution is hosted by i2S, within the meaning of Law No. 2004-575 of June 21, 2004 for confidence in the digital economy of June 21, 2004 ("LCEN"). As such, i2S is entitled to suspend the publication of content and/or withdrawal from any manifestly illegal content, likely to generate the civil and/or criminal liability of the customer and/or i2S. In the event of a manifestly illicit content, there is the right (i) to make the suspension of the publication of content and/or withdrawal from any manifestly illegal and/or (ii) content to disconnect and/ or to interrupt without delay all or part of the license, support and/or accommodation and to terminate the order immediately and automatically, without prejudice to all damages to which i2S could claim.

### **9.5 Fate of Data**

At the end or termination of hosting service for any cause, i2S does not keep a copy of the data. The customer is free to export data (excluding photos and images processed) from the functionality of Limb Gallery which allows the customer to export metadata before the term or termination of the hosting service, for any cause whatsoever. As such, i2S can in no way be held responsible for the lack of export carried out by the customer. As part

of an ad hoc order signed between the parties, i2S can give the customer a copy of the accommodated data by providing a backup via a download link.

## **ARTICLE 10 – CONDITIONS OF SUPPORT**

### **10.1 Evolutive Maintenance**

With the client's written prior information, i2S reserves the right to close access to the server to ensure the maintenance of hardware and/or software and infrastructure implemented for data hosting. i2S may make technical changes or changes to its servers and/or Limb Gallery initiated by him or imposed by applicable legislation. The technical changes or developments have the consequence of maintaining or improving the Limb Gallery service levels. The customer is not entitled to refuse these modifications and/or developments.

### **10.2 Corrective Maintenance**

The support is provided by the support of I2S, which can be contacted by the customer only on French working days, from 9 a.m. to 5 p.m. Paris time or by email to [support-digibook@i2s.fr](mailto:support-digibook@i2s.fr).

The Customer must immediately inform the support of any anomaly detected with the transmission, to the address of the electronic mail of the support, of an anomaly sheet. The anomaly sheet must describe the problem noted and indicate the nature of the anomaly concerned and all the elements, including any technical and context element of the anomaly, allowing i2S to reproduce it. From the reception, by the support, of the complete anomaly sheet and in particular of all the elements necessary for the reproduction of the anomaly by i2S, i2S undertakes to make its best efforts to remedy it as soon as reasonably possible. The resolution of the anomaly by i2S is released and exclusive of any other remedy and compensation. If i2S is unable to reproduce the anomaly, it cannot be considered as an anomaly that i2S must take in charge in connection with the order.

### **10.3 Limitations of Support**

i2S must not be held responsible for any dysfunction or non-compliance in the execution of the support and/or in the use of Limb Gallery in one or more of the following cases:

- any cause not directly attributable to i2S;
- Customer's refusal to collaborate in the resolution of anomalies and in particular to answer questions and requests for information;
- Use of Limb Gallery not in accordance with its destination or documentation; -

unauthorized modification of Limb Gallery by the customer, directly and/or indirectly or by a third party;

- Installation of any software or operating system not compatible with Limb Gallery;
- failure of electronic communication networks; and/or
- voluntary degradation act, malice, sabotage.

Upon request from the Customer and with the prior written agreement on the conditions of intervention, i2S may study the feasibility and any solutions to resolve said malfunctions.

## **ARTICLE 11 – APPLICABLES CONDITIONS TO OPENAI MODULES**

The customer expressly admits knowing that Limb Gallery joins an OPENAI module. The data processed via the OPENAI module is said to be "input data". Data resulting from using the OPENAI module is said to be "output data". The use of the OPENAI module must be carried out in accordance with the general conditions and the OPENAI use policy.

### **11.1 Data processing**

The OPENAI module does not process personal data within the meaning of the GDPR. The customer remains exclusive owner, unless regarding third parties rights, of entry and exit data. Data are only processed for the purpose of extraction and/or data analysis in accordance with the order and are used neither for development nor for the improvement of the OPENAI module. The input and output data is only kept by the OPENAI module, on the OPENAI servers located in Ireland, only for the necessary duration for extraction and analysis of the input data and are deleted at the end of a period of thirty (30) days.

### **11.2 Applicable Conditions to Data**

The Customer guarantees that he has all rights, licenses and authorizations necessary to process entry data. The Customer is solely responsible for any use of output data, assessing their accuracy and adequacy to the use case, including using a human examination if necessary. The Customer expressly recognizes that, taking into account the nature of the processing carried out by the OPENAI module and the state of knowledge in matters of artificial intelligence: (i) i2S does not grant any guarantee of completeness, accuracy or relevance of output data; and (ii) the results obtained do not have a unique or original character and that, as a result, other users are likely to obtain identical

output data regardless of the use made by the customer. In addition, the Customer being solely responsible for any use of output data, without recourse against i2S, i2S strongly recommends the prior verification of the quality and characteristics of the output data if he plans to publish them in whole or in part.

### 11.3 Prohibited Use

The customer expressly refrains from using all or part of the output data to develop any model of artificial intelligence comparable or similar to the OPENAI module. The use of the OPENAI module requires the use of credits, which must be acquired by the customer by their own account. The Customer acknowledges that the acquisition of credits associated with the OPENAI module must remain strictly in accordance with the CREDIT TERMS and conditions. In particular but without limiting itself, the customer forbids to resell, transfer and/or exchange credits, directly or indirectly, by any means whatsoever, to any third party.

## **ARTICLE 12 – DURATION**

The general conditions come into force on the date of the order until the end of the user license. Articles 8.1 (intellectual property), 13 (suspension - termination), 14 (guarantees), 15 (responsibility) and 18 (law and allocation of competence) survive the order or termination of the order for any cause whatsoever.

## **ARTICLE 13 – SUSPENSION - TERMINATION**

### 13.1 Order Suspension

i2S reserves the right to suspend all or part of the license and/or support and/or hosting, without notice, in the event of behavior and/or unfair, illegal act or in case of non-compliance with the order, in particular, without limit it, in the event of non-payment or repeated delay in payment of the order by the customer.

### 13.2 Termination for Fault

Each of the parties is entitled to terminate all or part of the order in the event of a breach by the other party to one or the other of its essential obligations, not resolved after thirty (30) days of the notification of the breach by registered letter with request for acknowledgment of receipt. The termination for the fault of the customer leads to the termination of the license, whatever the Limb Gallery formula subscribed by the Customer under the conditions of article 4 (the Limb Gallery formulas) of the General Conditions. The Customer undertakes to stop any use of Limb Gallery, to return and/or

destroy any documentation or support in his possession, at the choice of i2S. i2S is entitled to verify or have the Customer's conformity checked to their obligations under this article 13.2 (termination for fault) with respect for a notice of five (5) calendar days.

### 13.3 End of Support and/or de Hosting by i2S

i2S reserves the right, without compensation, to put an end to all or part of the support and/or hosting at any time and for any cause whatsoever, with an email notification transmitted to the customer three (3) months before the effective termination date. Any definitive cessation of all or part of the support and/or hosting must be notified to the customer at least three (3) months before the latter intervened, the customer being no longer liable for any payment from the date of arrest of the support and/or accommodation.

## **ARTICLE 14 – GUARANTIES**

### 14.1 Contractual Guarantees

i2S guarantees to execute support and hosting in accordance with the order and guarantees the conformity of Limb Gallery to its associated documentation for a period of six (6) months from its installation on the host server. It guarantees that to its best knowledge, on the date of signature of the order, Limb Gallery is entirely original and is not constitutive, in whole or in part, of counterfeiting. If it is proven by judicial way in the last resort or amicable recognition, that it is in violation of the defined guarantee above, i2S is committed, to its choice and to the exclusion of any other repair or Remedy under this guarantee, to one or the other of the following remedies: (a) compensate the Customer, under the conditions and limits of the order, of any damage, loss or damage suffered accordingly or because of the violation of this above warranty; or (b) redo at its expense the litigious part(s) of Limb Gallery, so that Limb Gallery is free from third-party rights or to obtain a license from the said third party to allow the customer to continue using Limb Gallery in accordance with the order.

### 14.2 Guarantees Exclusions

i2S does not guarantee any other purpose of Limb Gallery than the provision of the online public of digital collections and in no case any other needs, use or other results sought by the Customer, who renounces this title for any recourse against i2S. Limb Gallery's defects, support and/or hosting coming, in whole or in part, from one or the other of the following causes are excluded from the warranty:

- any cause not attributable directly to i2S;
- material and intangible equipment and means allowing access to Limb Gallery;
- non-compliance by the customer of the technical and functional prerequisites of the order;
- the establishment of an insufficient quality internet connection on the client's terminal;
- the use of an obsolete version of Limb Gallery;
- exhaustiveness, accuracy and relevance of the OPENAI module output data; and
- the lack of communication to i2S providing sufficient information for the realization of support and/or hosting, including without limiting itself to the reproduction of anomalies.

The stipulations of this article 14 (guarantees) define all of the i2S obligations under the guarantee. Any other guarantee and/or remedy not expressly planned, of any kind, is expressly excluded.

## **ARTICLE 15 – RESPONSABILITY**

### **15.1 Extent of Responsibility**

i2S is responsible for all of the choices and the human, technical, logistical, material and computer means that it implements within the framework of the order to carry out the support and/or the hosting in compliance with the needs and constraints expressed by the customer. i2S cannot be held responsible for damage caused by (i) the partial or total impossibility of accessing Limb Gallery and/or dysfunction of Limb Gallery which are not attributable to him, in particular but without limiting disruption of the public telecommunications service; Disturbance, dysfunction and/or insufficient technical capacity of customer equipment as well as equipment and/or operators networks of interconnected telecommunications; maintenance, repair, reinforcement or extension of the network; or (ii) due to difficulty accessing or impossibility of access due to the disturbances of the telecommunications network, in particular given the complexity of global networks, and the influx, at certain times, of the Internet users. Limb Gallery is used under the direction, control and responsibility of the customer. Consequently, i2S can in no case be held responsible for damage caused in whole or in part by configuration errors, inaccurate information or abnormal maneuvers in the use of Limb Gallery not exclusively and directly attributable to i2S.

### **15.2 Damages**

i2S, its contractors and their respective insurers cannot be held responsible for indirect damage, whatever the moment, the origin and the cause of damage caused to the customer and/or to any third party. The total and cumulative amount of compensation due by i2S (and its contractors of any level, and their respective insurers) for direct damage which are directly attributable to it under the order cannot exceed the coverage of the police of i2S insurance.

## **ARTICLE 16 – FORCE MAJEURE**

None of the parties can be considered as missing from its contractual obligations insofar as this breach is due to an event independent of its will and that it cannot reasonably avoid or overcome in whole or in part, as well as in particular but not exclusively In cases of natural disaster, bad weather, fire, strikes (including work stoppages occurring in i2S premises or its subcontractors or suppliers), Sabotage, embargo or aggravation of embargo, interruption or delays in transport or means of communication, acts or regulations emanating from public, civil or military authorities (including delays in obtaining authorization or permit of all kinds), IT piracy, war, epidemic hacking, pandemic, action or breaches of a subcontractor or a supplier involving the postponement of delivery.

As soon as she is aware of it, the party which invokes force majeure at the origin of a failure in the execution of a contractual obligation, must notify it in writing to the other party and the periods of execution are automatically extended by the duration of the event and its consequences.

## **ARTICLE 17 – TRANSFER AND SUBCONTRACTING**

i2S reserves the right to entrust any third party of its choice to make all or part of the supply and/or execution of the support and/or hosting. As such, i2S remains responsible for the acts and/or omissions of his subcontractors.

## **ARTICLE 18 – LAW AND ATTRIBUTION OF JURISDICTION**

Orders are subject to French law. Any dispute between the parties relating to the existence, the validity, the interpretation, the execution and/or the termination of the order, must be the subject of an attempted amicable resolution by the parties. In the event of the failure of the amicable resolution at the end of a period of forty-five (45) days following the notification of the dispute by one of the parties to



the other party, the dispute is of the exclusive jurisdiction of the Commercial Court of Bordeaux, notwithstanding plurality of defendants or call in warranty, including for emergency or conservatory procedures.

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