

This Master Services Agreement (this "**Agreement**") applies to orders for the provision of services (the "**Services**") concluded between **Freexian SARL**, a French company, with a place of business at 7 B rue de la Montat, 42290 Sorbiers, France, registered in the commercial register of Saint-Etienne, France, under number 481 385 649 (the "**Service Provider**") and the "**Client**", as referred to in the Service Agreement.

Hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

Freexian SARL is a services company specializing in open source software, with particular expertise in the Debian GNU/Linux operating system.

The Client, having familiarized themselves with the Services offered by the Service Provider and having verified its suitability for their needs, has decided to do business with the Service Provider.

The Service Provider and the Client have determined the scope of services to be rendered to the Client in a Statement of Work or in a Service Order.

The Service Provider and the Client have decided to submit the conditions of their commercial collaboration to the present Agreement. The signature of a Statement of Work or of a Service Order describing the Services constitutes a binding Contract for the provision of Services.

1. Definitions

- **Contract:** refers to the agreement between the Service Provider and the Client, comprising this Master Services Agreement and a specific Service Agreement.
- **Client's Data:** means all files, documents, data or electronic information transmitted by the Client in connection with the Services.
- **Deliverables:** means specific items or results agreed upon in the Contract to be provided by the Service Provider to the Client.
- **Planning:** refers to the estimated timetable for delivery of the Services.
- **Price:** means any sums paid by the Client under the Contract, detailed in the Contract.
- **Services:** means all IT Services provided by the Service Provider (including consulting, delivery, installation, maintenance, support, etc.) as selected by the Client under the Contract.
- **Statement of Work:** a document specifying the Services to be provided, with deliverables, schedules, responsibilities, and performance standards when appropriate. It also specifies the compensation to be paid to the Service Provider. A Statement of Work is typically used to order custom projects and one-time Services.
- **Service Order:** a document specifying a subscription-based Service to be provided. A Service Order is established by filling in and signing a form provided by the Service Provider. It specifies the terms and conditions of the Services, along with the Subscription Period and renewal conditions. A Service Order is used to order standard Services of the Service Provider.
- **Service Agreement:** a general term used to refer to either a "Statement of Work" or a "Service Order", signed by both Parties.
- **Subscription Period:** means the period during which the Service Provider shall provide the Service as described in a Service Order. The specific duration and conditions applicable to the Subscription Period are set forth in the Service Order.

The abovementioned terms shall be understood in the singular as well as in the plural.

2. Purpose of the Contract

The purpose of the Contract is to specify the terms and conditions applicable to the Services provided by the Service Provider to the Client.

3. Duration and termination

Duration. This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with this Section 3. If the Agreement does not indicate the Effective Date, then the Effective Date to use is the date of signature of the first Service Agreement.

Termination for Convenience. Either Party may terminate this Agreement at any time provided that no Service Agreement is being actively worked on. The Client can terminate a Service Agreement, with or without cause, by providing the Service Provider a minimum of sixty (60) calendar days' notice.

Termination for Cause. Either Party may terminate this Agreement, or a Service Agreement, if the other Party breaches any material term or condition of either agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach.

Consequences of Termination. Upon termination of a Service Agreement:

- Services to be performed pursuant to the Service Agreement shall cease immediately.
- The Service Provider shall emit a final invoice for the Services completed before termination.
- The Client shall pay all outstanding invoices for Services completed before termination.
- The Client is not entitled for a refund of any pre-payment made to the Service Provider prior to the date of termination, unless the termination is initiated by the Client due to a breach of the terms and conditions of the Contract by the Service Provider.

Upon termination of this Agreement:

- The Service Provider shall destroy, within thirty (30) days, all confidential information provided by the Client to the Service Provider.

4. Handling of renewals for subscription-based services

With the Service Order, the Client decides whether renewal is automatic or manual. The Client can change the renewal policy at any time with a written Notice.

If the Client opted for automatic renewal, the Service Provider will issue a new invoice within the last sixty (60) days of the current Subscription Period. The Client may cancel the renewal with a 30 days prior notice. In that case, the Service Agreement will be terminated at the end of the current Subscription Period. If a renewal invoice was already emitted, it will be canceled.

If the Client opted for manual renewal, the Service Provider will start a formal renewal procedure (with explicit renewal confirmation by the Client) within the last ninety (90) days of the current Subscription Period. Lack of answers or refusal to renew implies termination of the Service Agreement at the end of the current Subscription Period.

5. Financial conditions

4.1 Service Price and payment

The price is stated net of VAT and exclusive of any bank charges.

The Client shall settle the Service Provider's invoices within thirty (30) days of the invoice date unless stated otherwise on an accepted purchase order, using one of the supported payment methods. Wire transfers are the recommended options; other payment methods may be made available upon request. The invoice issued by the Service Provider will include the necessary IBAN and BIC details for wire transfers.

No discount is granted for early payment.

4.2 Late payment

Any delay in payment will automatically result in the application of late payment penalties calculated based on five (5) times the current legal interest rate. These penalties are assessed on the total Price not paid on the due date and run until the date of full payment of the Price in principal, costs and accessories. These penalties are payable on the simple expiry of the term, without the need for prior formal notice.

In accordance with article D441-5 of the French Commercial Code, an indemnity for collection costs is due, ipso jure and without prior notice, in the event of late payment. The amount of this indemnity is set at 40 euros, or any equal amount in a foreign currency. If collection costs exceed this fixed amount, additional compensation will be payable on presentation of supporting documents.

In the event of late payment of an invoice, the Service Provider has the right to refuse any new order or to suspend the execution of any order sent by the Client until full payment has been received.

6. Obligations of the Parties

Unless stated otherwise in the Service Agreement, the Service Provider's obligations are obligations of means (best efforts).

The Service Provider undertakes to provide Services in accordance with the accepted Contract, good practice, and applicable regulations.

The Client shall comply with its obligation to cooperate under the Contract.

7. Intellectual property

Unless otherwise agreed by the parties, neither the Contract nor its performance entails any transfer of intellectual property rights held by the Service Provider to the Client. This rule applies both to pre-existing works and to works created by the Service Provider during the performance of the Contract.

8. Publicity

Neither party shall disclose or make public the existence or terms of this Contract to any third party without the prior written consent of the other party, except where such disclosure is required by applicable law.

However, each Party may disclose the existence and terms of this Contract to its employees, legal or financial advisors, and subcontractors, provided that such subcontractors require access to this information solely for the performance of the Contract and are bound by written confidentiality obligations, including through a non-disclosure agreement, that are at least as protective as those set out in this Contract.

With the Client's prior approval (given in writing in a separate statement, this signed Agreement does not constitute an approval), the Client allows the Service Provider to use its name and logo, on a non-exclusive, worldwide, royalty-free basis, in customer lists and marketing materials, including on the Service Provider's websites.

The Client may withdraw this authorization at any time with thirty (30) days' written notice. In that case, the Service Provider will promptly remove the Client's name and logo from its website and stop creating new marketing materials featuring them. However, the Service Provider may continue using existing materials already produced until current stocks are exhausted.

9. Warranties

The Service Provider represents and warrants that it implements appropriate and targeted measures to protect the services or software from any disabling code, viruses, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or any other malicious code or programming routines that could damage, disrupt, intercept, or misappropriate any system, data, or information.

The Service Provider further warrants that it has the full legal right, authority, and capacity to enter and perform its obligations under this Contract without requiring the consent of any third party, and that the performance of this Contract does not and will not conflict with any other agreement or obligation binding upon the Service Provider.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE PROVIDER PROVIDES THE SOFTWARE AND SERVICES "AS IS", AND MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. Liability of the Parties

Each Party assumes responsibility for the consequences resulting from its own faults, errors or omissions, as well as for the faults, errors or omissions of any subcontractors causing damage to the other Party.

9. 1 Liability of the Service Provider

The Service Provider shall only be liable to the Client in the event of proven fault and for damages arising from facts directly attributable to the Service Provider.

Under no circumstances shall the Service Provider be held liable for any indirect or unforeseeable loss or damage suffered by the Client. This includes, but is not limited to, any lost profits, loss, inaccuracy and/or corruption of files or Client Data, commercial prejudice, loss of sales or profits, loss of clientele, loss of opportunity, cost of recovering Client Data, of obtaining a substitute product, service or technology, increase in its internal costs, damage to its image or any other moral prejudice. Any action brought against the Client by a third party in connection with or arising from the performance or non-performance of the Contract by the Client shall not give rise to any right to compensation.

Under no circumstances may the Client claim compensation for loss in the event of, in particular:

- Events or factors beyond the Service Provider's control: Force Majeure, acts of third parties, Internet connection problems or malfunctions, malfunctions or misuse of hardware or software under the Client's control;
- Inadequacy of Services to the Client's needs or information system, for which the Client is responsible;
- A breach of the Client's obligations under the Contract;
- Misuse or inappropriate use of Services by the Client;
- Hacking or computer piracy.

The Service Provider shall not be held liable for any delay or difficulty resulting from the Client's computer or network environment, the Client's third-party suppliers and/or the Client's Internet access provider.

The total amount of the Service Provider's liability, for whatever reason, shall not exceed the Price paid by the Client to the Service Provider in the twelve (12) months preceding the event giving rise to liability.

9. 2 Liability of the Client

The Client shall ensure that its needs and equipment are suited to the Services provided by the Service Provider.

The Client is entirely responsible for the accuracy, quality and legality of the Client's Data he processes. The Client is also entirely responsible for complying with their professional obligations.

11. Confidentiality

The content of the Contract between the Parties is confidential and will be treated as such by the Parties. All data and information exchanged by the Parties in connection with the performance of the Contract are also confidential.

Neither Party may, without the prior written consent of the other Party, in any manner whatsoever and on any medium whatsoever, directly, or indirectly:

- (i) Exploit, use, duplicate, copy or save confidential information of the other Party other than for the purposes of the performance of the Contract and only to the extent required;
- (ii) Disclose or transmit the other Party's confidential information to any person other than its employees, agents, or subcontractors who have a need to know such information for the purposes of performing the Contract and are bound by written confidentiality obligations at least as stringent as those contained herein, including through a signed non-disclosure agreement.

Each of the Parties undertakes to:

- (i) Keep secret, protect and respect all confidential information of the other Party;
- (ii) take all appropriate measures to prevent the unauthorized exploitation, use, duplication, copying, backup, disclosure or transfer of any confidential information of the other Party;
- (iii) Immediately inform the other Party of any misuse or misappropriation of its Confidential Information of which it becomes aware;
- (iv) to inform all persons acquainted with the other Party's confidential information of the confidential nature thereof and of the obligations attached thereto.

If a Party is compelled by legal proceedings, including judicial, administrative, civil or criminal proceedings, by requisition or investigation or by any other legal means to disclose confidential information of the other Party, it shall immediately inform the other Party.

The confidentiality undertaking continues for the duration of the Contract and for 5 years after termination of the Contract. The terms of the "Publicity" article do not constitute a breach of confidentiality.

12. Subcontracting

The Client hereby authorizes the Service Provider to subcontract any part of its Services.

13. Modification of the Agreement

This Agreement may be modified by the Service Provider at any time. Any modification will be communicated to Clients by email and will enter into force **three (3) months** after the date of such notification (the "Effective Date"). If the Client does not accept the modification communicated by the Service Provider, then the Client must terminate the Contract pursuant to Section 3. Failing to do so within these three months, the Client will be deemed to have accepted the modification.

The updated Agreement will also be made available online at <https://www.freexian.com/terms/>. A mention indicating the change and the Effective Date will be included on invoices issued after the modification date.

14. Notices

All notices, consents, waivers, and other communications intended to have legal effect under this Agreement (each a "Notice") must be in writing and must be in English. Notices to the Client shall be sent to Client to the attention of "Legal Department" at the email address set forth on the applicable Service Agreement / Purchase Order, or to Client's mailing address set forth above. Notices sent to Freexian shall be sent either by email at sales@freexian.com or by postal mail to Freexian SARL, 7 B rue de la Montat, 42290 Sorbiers, France. Either Party may change its address for receipt of notices by giving notice of the new address to the other Party in accordance with this section. Notices will be effective upon receipt.

15. Assignment and binding effect

Neither Party may assign or transfer this Contract, in whole or in part, without the prior written consent of the other Party, except in the case of an assignment to an affiliate as part of a corporate reorganization, merger, acquisition, or sale of all or substantially all of the assigning Party's business and/or assets. Any assignment made in violation of this clause shall be deemed null and void.

Subject to the foregoing, all rights and obligations under this Contract shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns.

All rights, benefits, and protections granted to the Client under this Contract shall also extend to its affiliates.

No provision of this Contract shall be considered waived by reason of any act, omission, or knowledge of a Party or its representatives, unless such waiver is expressly set forth in a written instrument signed by a duly authorized representative of the waiving Party.

16. Entire Contract

The Contract constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

17. Law applicable to the contract and jurisdiction

The Contract and the relationship between the Parties are governed by French law, to the exclusion of any rules of conflict of laws, directives and conventions that may lead to the application of other legislation.

In the event of litigation, and except in the case of public policy, the Parties agree to submit to the jurisdiction of the commercial court of Paris.