

# LICENCES SALE AGREEMENT

AFTER BEFOREHAND STATES THAT:

The sale of second-hand software is legal since the European Directive 91/250 / EEC of May 14, 1991 Council, which has been reaffirmed concerning dematerialized software by the Court of Justice of the European Union in its judgment of July 3rd 2012. Such lawfulness implies that contractual clauses or technical measures that may be opposed by a Publisher to the activation of second-hand software are void.

SOFTCORNER is the leading French player in the transfer of software licenses between professionals. As an intermediary, SOFTCORNER has created a process that respects the positive rights and exclusive rights of Publishers. SOFTCORNER publishes an intermediation platform for the sale of second-hand software on the internet (the "Platform"). In particular, the Platform allows Users to have access to a Marketplace on which Trader may perform Transactions on used software Licenses between them.

The Buyer and the Seller, legal entities duly represented by the identified Users at the opening of their accounts, have entered into negotiations through the Platform and at the end of the implementation of the Sales Process in force on SOFTCORNER Marketplace, have wished to conclude the present Licences Sales Agreement concerning the Licenses stipulated in the Purchase Order.

IT HAS BEEN ARRESTED AND AGREED BETWEEN THE SELLER AND THE BUYER AS FOLLOWS:

## 1. DEFINITIONS

Terms beginning with a capital letter, used in the singular or the plural, shall have the meanings given to them below.

**Transaction Account:** means the account opened by SOFTCORNER with a banking or financial institution, on behalf of each Party, on which

transaction funds flow. The contractual terms and conditions of the secure payment provider are attached and form part of these GTT.

**Digital Copy:** refers to the digital file in PDF format obtained after scanning a paper document using a scanner.

**Documents:** means the documents allowing to characterize the License object of the sale in all its components, provided by the Seller and ensuring the traceability of the Licenses, according to the examples mentioned in article 6.1 of the CGT.

**Publisher:** means the natural or legal person who holds the intellectual property rights in the Software.

**License:** means the rights of use of the Software that are (i) eligible for second hand resale via the Service, (ii) characterized by the Documents and (iii) are the subject of the assignment stipulated in this Licences Sales Agreement. The rights of use are characterized in particular by a geographical extent, a typology of rights, a version of the Software, and metrics and terms of use that define the scope of rights object of the assignment.

**Software:** means the computer application on which the Seller holds a License (from the Publisher, a distributor or a previous reseller), and the subject of a Sale of Licence for the exclusive benefit of the Buyer via the Marketplace. The Software remains in any case the property of the Publisher, only the License can circulate between Buyers and Sellers in the conditions referred to the GTT of the Service.

**Sale of Licenses:** means the transfer of the License (s) to the Software by the Seller.

By exception, all other terms beginning with a capital letter and not listed in paragraph 1.1 above, used in the singular or the plural, shall have the meaning given to them in the SOFTCORNER Contract Documents (GTU and GTT).

## 2. PURPOSE

The purpose of the License Sales Contract is to define the conditions under which the Seller transfers to the Buyer, in consideration of the complete payment of the Transaction Price agreed in Article 5, the ownership of the rights of use that it holds. on the Software listed in the Proposal and Purchase Order.

The various stages relating to the conclusion of the Transaction are described in the GTT, ensuring the legitimacy of the initial acquisition of the Licenses by the Seller, the completeness of the information on the Licenses offered for sale, and the termination of the Licenses sold by the Seller after finalization of the Transaction.

The transfer of the Licenses does not entail the assignment of any service contracts (maintenance, etc.) concluded by the Seller and related to the Software. The Buyer is responsible for organizing, if he deems it relevant, the maintenance corresponding to the Licenses he acquires.

It is the sole responsibility of the Buyer to ensure that the Licensed Software and the Licenses herein are adequate for his needs and the characteristics of his information system. The Seller guarantees the strict compliance of the Licenses with the description elements provided in the Documents, and more generally with the rights that he legitimately held until the Transaction.

## 3. DOCUMENTS CONTRACTUELS

All the contractual documents applicable to the relationship between the Buyer and the Seller consist, in descending order of priority, of the following documents:

- i. the present document ;
- ii. Purchase Order
- iii. the Proposal ;
- iv. the General Terms of Transaction of the Service;

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v. the General Terms of Use of the Service.

SOFTCORNER is not a party to the License Sales Agreement, which operates exclusively and directly between the Seller and the Buyer at the end of the Sales Process conducted on the Platform. The relations between SOFTCORNER and each of the Parties to the Licences Sales Agreement shall be governed exclusively by the Contractual Documents provided for in article 3 of the GCU.

A Buyer may attach to the contract documents his own Purchase Order if his internal policy imposes one. It must then be strictly in accordance with the Proposal, and aim at the Seller as recipient.

## 4. OBLIGATIONS OF THE SELLER

The Seller certifies that he holds legally valid Licenses, whether for an unlimited period or for the duration of the copyrights, having acquired them in the European Union, against the payment of a sum of money lump sum, and that these are unused and permanently uninstalled at the latest on the day of the conclusion of the Sales Contract. For the purposes of proof, the Seller shall provide SOFTCORNER with the copies of the Documents under the conditions of Article 6 below.

In any case, the Seller expressly forbids himself from continuing to use the Software transferred after the conclusion of these presents, in any form whatsoever, and guarantees to keep no copy of it. Seller is aware that this is an essential requirement of the Sale and that any breach thereof is likely to result in liability.

The Documents to be provided by the Seller to characterize the License vary from one Software to another, but must make it possible to determine precisely:

- The naming of the Software and the Publisher;
- The precise Publisher references of the Software and Licenses in

question;

- The initial acquisition of Licenses within the European Union;
- The duration of the License(s);
- The amount of Licenses concerned;
- The geographical extent of the rights of use transferred;
- The nature and scope of the rights transferred and their traceability;
- The applicable License usage metrics;
- The version of the Software concerned (therefore the changes received by the Buyer);
- Limitations, prohibitions and technical terms of installation and use of Licenses;
- The date of availability of the Licenses and the validity period of its offer;
- Any other element contributing to the precise definition of the scope of the transferred rights.

The Seller uploads on the Platform the Documents to characterize the License.

The Seller shall however have the option, in the Documents, to conceal the information he wishes to keep confidential (including the prices initially paid by him, his data, his industrial or functional context, etc.), subject to the following cumulative conditions (i) the concealed items have had no impact on the Buyer's full understanding of all the features of the Licenses, and (ii) the Seller warrants to the Buyer access to the original, unobtrusive Documents in case verification conducted by a Publisher, in particular.

For this purpose, the Seller undertakes to keep all the originals of the Documents in conditions that guarantee their integrity for a period of ten (10) years.

If in the course of a judicial proceeding or an audit of an Editor, the originality of the Digitized Copies of the Documents is disputed, the Buyer will report it as soon as possible to its Trader Account by implementing the

verification and amicable conciliation procedure provided for in Article 12 hereof. The Seller will then be responsible for presenting the originals of the Documents to the relevant instance or Publisher.

The Parties shall use SOFTCORNER to benefit from a secure custody of the Documents for a period of ten (10) years from the conclusion of this Sales Agreement. They designate SOFTCORNER as a trusted third party to keep the Documents and to communicate them to the Parties in case of dispute. The Parties accordingly acknowledge that SOFTCORNER's records are evidence of the Licenses surrendered.

## 5. FINANCIAL CONDITIONS

The total purchase price excluding taxes (the Transaction Price) is specified in the invoice provided to the Buyer in accordance with article 8 of the GTT.

All invoiced amounts must be paid in full in euros.

Payment of the invoice will be made by the Buyer upon receipt of the invoice.

In any event, if payment deadlines are applied, the delivery of the Digital Copy of Documents will only occur upon full receipt of funds on the Transaction Account.

The sums invoiced will be paid by SOFTCORNER to the Seller after deduction of the SOFTCORNER Commission according to the conditions of article 6.4 of the GTT.

## 6. TRANSFER OF DOCUMENTS

A Digital Copy of the Documents has been previously sent by the Seller to SOFTCORNER under the conditions of the GTT. SOFTCORNER is thus responsible for transmitting a Digital Copy of Documents to the Buyer at the e-mail address indicated by the latter, after receipt of the Buyer's funds.

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The Seller may be relieved of its obligation to transmit the Documents via the Platform in the event of an event of force majeure preventing the transfer. In this case, the conclusion of this Licences Sales Contract is suspended until the Service for transferring the Documents and / or the payment of the Licenses is resumed. If the impediment extends beyond a period of 2 weeks, the Parties will refrain from concluding this Licences Sales Contract which will not come into force or, if applicable, will be automatically settled.

## 7. RESERVATION OF PROPERTY

The Seller retains ownership of the Licenses until all amounts due for the transfer of the Licenses covered by this Sales Contract are fully paid by the Buyer via the secure payment service of the SOFTCORNER Platform.

## 8. USE OF THE SOFTWARE

By this Licences Sales Agreement, the Buyer declares that it has read and accepted all the characteristics of the Licenses, including the terms, limits and usage metrics, the guarantee conditions, the audit rules stipulated in the Licenses relating to the Software and in the contracts individually concluded between the first user and the Publisher if such contracts have been concluded.

Thus, the Seller only transmits to the Buyer the rights of use of the Software that he held under his contract with the Publisher or one of its distributors or a previous Seller. The Buyer acknowledges that the Seller may not assign any other rights to him other than the rights of use exhaustively listed in the contracts individually concluded between the Seller and the previous Seller, or the Publisher of the Software.

The Buyer must comply with the conditions of use set by the Licenses

under pain of incurring liability vis-à-vis the Publisher. The Buyer shall keep unharmed the Seller against any recourse by the Publisher or a third party in the event of use of the Software not in accordance with the applicable Licenses.

The Licenses of the Licensed Software relate to all versions previously legally acquired by the Seller, whether obtained pursuant to its license agreement or an associated maintenance contract. On the other hand, this Licences Sale Agreement only concerns the rights of use held by the Seller on the date of the Transaction, excluding any maintenance contract or ancillary service contract, which remains bound to the person of the Seller.

## 9. CONFIDENTIALITY

Each Party undertakes to maintain as strictly confidential all information, of any nature whatsoever and on any medium whatsoever, transmitted by the other Party, in connection with the performance of this Licences Sale Agreement (the "Confidential Information").

Each Party undertakes to take all measures to ensure compliance with this obligation of confidentiality and is prohibited from disclosing to any natural or legal person, either directly or indirectly, the Confidential Information of which it is aware in the context of this Licence Sale Agreement and / or to reproduce and / or use them, both for its own account and for the account of third parties, for purposes other than the fulfillment of the terms of the contract (subject to any request by a judicial authority, or a Publisher as part of an audit).

The commitments entered into under this article are concluded for the duration of this contract and for a period of three (3) years after its end for any reason whatsoever.

The Documents constitute Confidential Information.

## 10. WARRANTIES

The Seller undertakes to keep unharmed the Buyer against any recourse and will make his personal claim against the Buyer claiming that the Licences subject to this Licences Sales Agreement infringed a copyright, patent, or other intellectual property right of a third party. In particular, the Seller guarantees that he legitimately holds his rights to use from the Publisher, a distributor of the Publisher or a previous Seller, and that he is able to assign them to the Buyer. However, the Seller can not be held responsible for any use of the Software by the Buyer that is not in accordance with the Licenses and that is not the result of the Seller's fact or the information provided by the Seller.

As necessary, the Parties remind each other that they are respectively responsible for the use they have made (for the Seller) and will make (for the Buyer) of the Software, in particular in front of the Publisher. Each Party keep unharmed the other Party against any fraudulent or infringing use that it has made (for the Seller) or will make (for the Buyer) with the Software.

Furthermore, the Seller warrants to the Buyer:

- ▶ The existence and availability in its patrimony of the Licenses that are the subject of this assignment;
- ▶ The legitimacy and legality of its initial acquisition of Licenses, from an Authorized Publisher or Distributor or from a previous Seller himself;
- ▶ The completeness and accuracy of the Documents characterizing the License transmitted via the Platform, in accordance with the description of the relevant Sale Offer;
- ▶ The conformity of the Licenses transferred to the

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communicated Documents, in particular with regard to the scope and modalities of the right to use the Software;

- ▶ The sincerity and timeliness of all the Documents and information provided in relation to the licenses transferred;
- ▶ Uninstalling and discontinuing any use of the affected Software;
- ▶ Retention in original of Documents characterizing the License and this Sales Contract.

Any failure of the Seller to these commitments is likely to engage its responsibility before the Buyer, and potentially the Publisher and / or SOFTCORNER, in case of fraudulent assignment.

## 11. RESOLUTION OF THE SALE

In the event that the Licenses sold prove to be unavailable or ineligible for resale, the Buyer shall be entitled to request the immediate and automatic resolution of this Licences Sales Contract without prejudice to any additional damages and interest claimed by the Buyer to the relevant jurisdiction.

The Buyer shall notify his request for resolution by sending a registered letter with acknowledgment of receipt to the Seller's registered office containing the declaration of his intention to use the benefit of this clause.

The possible resolution of the Licences Sales Agreement will have no impact on the Commission paid to SOFTCORNER in accordance with the GTT. It is reminded that this Commission constitutes the counterpart of the use of the SOFTCORNER Service during the pre-signing discussions of the present Licences Sale Contract, and not an incentive on the selling price of the Licenses.

## 12. MISCELLANEOUS

Neither Party may make any commitment on behalf of and / or on behalf of the other Party. In addition, each of the Parties remains solely responsible for its claims, commitments, services, products and personnel.

If any of the provisions of this Licences Sales Agreement is canceled, this nullity would not entail the nullity of the other provisions of the contract which will remain in force between the Parties.

The fact that one of the Parties does not avail himself of a commitment by the other Party to any of the obligations referred to herein, can not be interpreted for the future as a waiver of the obligation in question.

In case of force majeure, the obligations of the Parties shall be suspended during the duration of this case. Expressly, are considered as force majeure those usually retained by the applicable jurisprudence, including natural disasters, fires, floods, pandemics, strikes and social conflicts internal and external to the Party concerned, wars, acts of terrorism or other forms of violence, legal and regulatory texts, administrative decisions, external computer attacks and malfunctions of the Internet or electrical networks in particular, as admitted by the French case law on the date of occurrence of the case of force majeure. At first, the case of force majeure suspends the execution of the Contract. If it continues for more than one (1) month, the Contract will terminate upon written notice by one of the Parties, unless otherwise agreed by the Parties.

The contract is subject to French law.

In the event of any dispute in the interpretation or execution of the License Sale Contract, the Parties shall endeavor to find an amicable solution to their dispute, by involving their General Directorates.

If no outcome is found, the Parties agree to inform SOFTCORNER in writing and to submit to an amicable conciliation procedure involving SOFTCORNER as conciliator at the initiative of the most diligent Party.

This conciliation procedure is imperative by the will of the Parties, who expressly forbid themselves to bring any legal action before the competent court without having followed this procedure, on pain of forfeiture of receivability.

Unless otherwise agreed by the Parties for a longer period, the duration of this conciliation procedure shall be between two (2) and four (4) months. This period begins with SOFTCORNER sending each Party a letter announcing the opening of the conciliation procedure.

The conciliation calendar will be defined by SOFTCORNER. Conciliation will consist of at least one meeting between SOFTCORNER and each of the Parties, followed by a meeting between SOFTCORNER and the two parties. Meetings can be held remotely, by telephone or videoconference. Each Party may provide SOFTCORNER with a summary of its understanding of the dispute, which will remain confidential. In general, the conciliation procedure is of a confidential nature, with the parties agreeing to sign an ad hoc confidentiality undertaking in advance.

At the end of this procedure, the eventual agreement of the Parties shall be formalized by the signing of a binding transactional agreement under the terms of Articles 2044 et seq. Of the Civil Code. Otherwise, the Parties will recover their entire freedom of action.

DISPUTE BETWEEN THE PARTIES UNRESOLVED IN A FRIENDLY WAY WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT TRIBUNAL IN THE JURISDICTION OF WHICH THE BUYER HAS ESTABLISHED ITS REGISTERED OFFICE.

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