

LICENCE AGREEMENT FOR THE USE OF AN EXTENSION TO THE TABLEAU® SOLUTION

Between

ACTINVISION GROUP, a French *société par actions simplifiée* (SAS) with a share capital of €1,400,000, registered with the Strasbourg Trade and Companies Register under No. 831 311 667, with its registered office at 5 quai de Paris, 67000 Strasbourg (France), acting through its current legal representative.

hereinafter referred to as “*the Licensor*”

and

Any individual or legal entity that holds this licence.

hereinafter referred to as “*the Licensee*”

Collectively referred to hereinafter as “the Parties”

PREAMBLE

Actinvision specialises in data analysis systems and, more generally, in data processing support for business clients.

Actinvision’s key strength is its ability to help its customers process and use their data.

It has also developed specific expertise in Tableau® Software, a data analytics platform that is available in several formats and versions, including Tableau Desktop, Tableau Server and Tableau Online.

Tableau® enables users to connect to any type of database and offers analysis and reporting tools that can be accessed from all types of devices and from any location (SaaS, Cloud or On-Premises, for example).

Tableau® is developed by Tableau Software LLC, headquartered in Seattle, WA 98103, USA.

The Tableau® solution is unique in that it opens its applications to third-party developers who are authorised to integrate modules called “Extensions” that connect to each other, providing extra features for users.

The Licensee itself uses the Tableau® solution.

In order for it to make the most of the possibilities offered by the Tableau® solution, and given the large amount of data it has to process, the Licensee wished to implement the Tableau® extension developed by the Licensor.

This Tableau® extension uses an Application Programming Interface (API) developed by the Developer.

The Parties established contact in order to plan the contractual terms of their cooperation.

AGREEMENT

Article 1 – Defined terms

In this Agreement, the terms below are defined as follows:

Agreement: Refers to the licence agreement and its various annexes, which form an inseparable unit.

Software: Refers to the Tableau® Software solution. The Licensee must be a user of this solution. The Parties hereby refer respectively to the licences and specific features of this software solution, which they declare to have full knowledge of.

Application Programming Interface (API): A standardised set of classes, methods, functions and constants that offer additional services not included in the basic version of software.

Extension: Refers to a development that builds on the basic features of the Tableau® solution and is created by the Licensor.

Source Code: Refers to the various instructions and lines of code in the Software, access to which is indispensable for API programming purposes.

SaaS (Software as a Service): A method of using software that is not locally installed on a user's device but on a remote server.

Cloud: A method of storing and accessing data located on a remote server.

On-Premises: A method of directly installing software locally on the user's computer.

Licence: The rights granted by the Licensor to the Licensee under the terms of this Agreement.

Licensor: Refers to the developer of the Extension covered by this Agreement, namely Actinvision.

Licensee: Refers to the user of the Extension hereby authorised to use it in accordance with the terms and conditions of the Licence.

Parties: Refers to the Licensor and the Licensee collectively.

Article 2 – Purpose and scope of the Agreement

The purpose of this Agreement is for the Licensor to grant the Licensee a non-exclusive, non-sublicensable and non-transferable right to use the Extension, the name, characteristics and specifications of which are set out in Annex 1, in accordance with the terms and conditions defined in this Agreement and in return for the payment of an annual licence fee.

Use of the Extension is exclusively limited to the scope defined in Annex 1.

The Licensee acknowledges that it is fully aware of the characteristics, specific features and scope of the Extension developed by the Licensor.

This Licence is made up of not only this document but also its annexes, with which it forms an inseparable unit.

Annex 1 includes the specific terms and conditions of the Licence and specifies the identity of the Licensee as well as the financial terms and conditions.

Article 3 – Interdependence with the Tableau® Software solution

It should be noted that this Agreement concerns the provision, made to the Licensee, of an Extension that integrates with the Tableau® Software solution.

The Licensor is a third party authorised by Tableau® Software to develop Extensions in compatible languages or protocols.

The Parties are duly informed that the Extension covered by this Agreement is specifically developed to interface with the Software, so in the event that development of the Software by Tableau® Software ceases or that its maintenance or updates by its developer cease, this Agreement will become null and void due to a failing in the underlying platform.

This shall also be the case in the event that a Software update renders the Extension covered by this Agreement unusable.

The Licensor nonetheless undertakes to warrant to the Licensee that, during the term set out in this Agreement, its Extension will remain compatible with Tableau® Software under the conditions specified below.

Article 4 – Documentation and knowledge base

As the Extension has been developed to interface with the Tableau® Software solution, the Parties first acknowledge that they have access to all the documentation pertaining to this solution provided by the Software's Developer.

With regard to the Extension covered by this Agreement, the Licensor shall provide the

Licensee with all documentation relevant to its use, such as manuals, notices, guides, media and any other material that conveys the necessary information.

All documentation is itself protected by copyright, being original work.

Article 5 – Effective date – Term – Termination

The Agreement takes effect when the Extension is made available by the Licensor in digital form.

As of the effective date, the Agreement shall remain in effect for the Licensee for a term of one year.

At the end of this term, the licence shall automatically renew for an equivalent term, unless the Licensee sends a written notice of termination at least ONE month before the end of the one-year term by registered letter with acknowledgement of receipt or delivery in person with acknowledgement of receipt.

If the Licence is terminated by the Licensee, the Licensee must cease all use of the Extension at the date the termination takes effect, and return all licenced material to the Licensor.

Beyond the term of this Licence, it should be noted that non-pecuniary rights are protected for an indefinite period of time and do not cease to apply after the end of the legal term of protection of pecuniary rights.

Article 6 – Installation and verification of compliance

The Extension is installed by the Licensee using the documentation provided.

Optionally, the Licensee may request that the Licensor provide assistance with the installation or a full installation of the Extension.

In this case, the Licensor will provide the Licensee with a quote for this service.

Once the Extension has been made available, the Licensee has a period of 30 days to report any anomalies detected in the Extension. At the end of this period, the Extension is deemed compliant.

Any anomalies must be reported by the Licensee in writing together with any supporting documentation or items illustrating or substantiating the anomaly.

In any event, maintenance is provided under the conditions set out below to correct any bugs.

Article 7 – Training for the Licensee to use the Extension

The Licensor shall provide the Licensee with all the documentation needed to use the Extension, in accordance with the scope defined in Annex 1.

If necessary, the Licensor may offer personalised training to the Licensee to enable the Licensee to use the Extension, or to rerun the installation.

In this case, the Licensor will provide the Licensee with a quote.

The Licensor shall not be liable for any damages caused to the Licensee due to an error or any other action on the part of the Licensor during the use or installation of the Extension.

Article 8 – Use of hardware and Software

The Extension is to be used using hardware and a software environment whose technical requirements are set out in Annex 1.

Any changes made to the hardware or software environment on the Licensee's initiative with regard to the specifications in Annex 1 shall be the sole responsibility of the Licensee.

If any such changes to hardware require adaptations to the Extension to make it compatible with this new hardware, these adaptations will be billed separately from the services covered by this agreement, on the basis of a quote, the cost of which will be borne in full by the Licensee.

In addition, if changes made to the configuration of the Licensee's hardware render the Software unusable, the annual licence fee remains due in full.

Article 9 – Intellectual property

The Parties recognise, first, the intellectual property rights held by Tableau Software LLC to its software solution, and undertake not to infringe on these rights, not to take any action contrary to the general and specific terms and conditions of the Tableau® software, without any limitation and independently of the execution of this Agreement.

The Licensor declares that it holds all the intellectual property rights to the Extension granted under the Licence, as its developer.

These rights are independent of Tableau®'s specific intellectual property rights and are protected by French copyright law as codified in Articles L111-1 et seq. of the French Intellectual Property Code (*Code de la propriété intellectuelle*).

The Licensee recognises that, apart from the rights expressly granted by this Agreement, all pecuniary and non-pecuniary rights remain the exclusive property of the Licensor.

As such, any action taken by the Licensee that is not covered by the rights of use set out in this Agreement may be considered copyright infringement and lead to legal proceedings.

The Extension granted as well as the related documentation remain the exclusive property

of the Licensor, who retains the rights to this material in accordance with the provisions of the French Intellectual Property Code.

As such, under no circumstances may the Extension be sold by the Licensee without the Licensor's approval.

The Licensor holds the pecuniary rights to the Extension. As such, any use of the Extension is subject to compliance with the terms and conditions of and the rights granted by licences, which solely the Licensor is authorised to grant.

The Licensor also remains the owner of the copyright to the very form of the structure of any database created under this Agreement, i.e. the layout of items in the database, as this layout is the result of its expertise and as such is covered by the full protection conferred by the French Intellectual Property Code, in particular the sui generis right vested in the producer of a database.

The Licensee is authorised to take the necessary action to access the content of the electronic database for the purposes and within the limits of use set out in this Agreement.

The Licensee undertakes not to share the Extension or the various elements concerning it, in particular its documentation, with third parties, while ensuring that any associates or staff it may have comply with these obligations.

Should the Licensee fail to meet these obligations, the Licensor may claim damages from the Licensee equivalent to 100% of the annual licence fee per infringement.

Article 10 – Rights and obligations of the Licensee

The licence granted by the Licensor gives the Licensee the right to use the Extension in accordance with its intended purpose and scope, as set out in Annex 1, and solely for the purposes of its business.

Any use beyond the defined scope is considered a breach of the Agreement for which the Licensee may be held liable.

The Licensor grants, and the Licensee accepts, a personal, non-exclusive and non-transferable licence to use the Extension covered by this Agreement.

This right of use is subject to the following limitations on the right of reproduction and distribution.

The Licensee is authorised to:

- Install the Extension on an independent IT system or an internal network;
- Use the Extension within the limits of the defined scope;
- Make a backup copy of the Extension, with any other copies being illegal and constituting a breach that may result in the immediate termination of the Licence.

The Licensee undertakes not to make any changes to the Extension without the Licensor's

express written permission.

Pursuant to this Agreement, the Licensee shall not:

- lease or sell all or part of the Extension
- share or disseminate copies of the Extension to third parties in any form
- modify all or part of the Extension, including by adding features
- adapt the Extension in any way
- transfer the Extension to any other category of hardware than the one designated in the Annex without notifying and receiving prior written approval from the Licensor
- sell or transfer rights relating to the Licence to third parties
- access source codes
- remove or modify any of the Extension's identifying features

The Licensee is required to allow the Licensor to check that the Extension is working properly within its environment, and to check that the maximum number of users set out in this Agreement has not been exceeded.

As such, the Licensee shall give the Licensor the right to access its system remotely through a TeamViewer session.

However, such access shall only be granted after giving the Licensee at least three days' advance notice in the presence of one of its employees or agents.

The Licensor shall also have the option of performing these checks on-site, with at least seven days' advance notice and limited to two visits per year.

Article 11 – Termination of the Agreement due to a breach by the Licensee

If the Licensee breaches its obligations arising from this Agreement, the Licensor may unilaterally terminate this Agreement following a notice period of 15 days after formal notice by registered letter with acknowledgement of receipt, if the breach is not cured during this period, without prejudice to any damages.

Breaches include the following:

- failure to comply with the terms and conditions of this Licence
- failure to pay the annual licence fee for the Extension within the prescribed time limit

If the Agreement is terminated for whatever reason, the Licensee must:

- cease all use of the Extension
- return all copies of the Extension to the Licensor or delete it from all of its devices and servers
- return all documentation received or delete it, in the case of digital copies
- pay any sums due to the Licensor

No refunds will be made of any sums due to the Licensor.

Article 12 - Licence fees

The annual licence fee for the Extension is set at the flat rate set out in Annex 1.

If the Licensee's requirements change during the execution of this Licence, a rider to the Agreement will be signed by the Parties to reflect any added features and set the new licence fee amount.

If a maximum number of users is specified in Annex 1, the price set out above also includes the licence granted for that number of users.

If the Licensee needs to increase the number of users, or the scope of use of the Extension needs to be changed upon the Licensee's request, the additional cost will be set out in a rider.

Increasing the number of users or the scope during the course of the year will incur a surcharge prorated based on the remaining term and will be added to the overall Licence and subject to the same conditions in the event of renewal or termination.

The licence fee is billed in full at the effective date set out in this Agreement, and is payable under the terms set out on the invoice.

The licence fee is due in full as of the first day of each annual period, regardless of whether the Extension is actually used by the Licensee during the entire period, as soon as the Licensor has made it available.

Any late payment of the annual licence fee will be subject to interest on late payment, as determined by law, after formal notice.

In the event of non-payment of an overdue licence fee invoice, the Licensor shall be authorised to suspend all its contractual obligations, after formal notice, until payment has been made.

Lastly, in the event of late payment and once the 15-day period after formal notice has elapsed, the Licensor may automatically terminate the Agreement without prejudice to the different amounts remaining due.

In this event, in addition to the full amount of the annual licence fee, the Licensee shall be subject to a late fee equivalent to 10% of the unpaid amount.

The Licensee hereby agrees to the application of these additional fees.

Article 13 – Maintenance and updates

The Licensor undertakes to provide the Licensee with a copy of the Extension free of any known viruses to date, and to maintain the compatibility of the Extension with Tableau® Software during the effective term of the Agreement.

However, the Licensor cannot guarantee immediate compatibility with all future versions of Tableau® Software.

The Software is likely to undergo both minor and major updates, which may have a varying impact on the Extension's functionality.

The Licensor will nonetheless endeavour to update the Extension as necessary in order to maintain its full compatibility with the Software.

The Licensor will endeavour to limit any periods during which the Extension is unavailable due to Tableau® Software updates to the strict minimum required to develop an adapted version of the Extension.

The Licensee may not invoke any failure on the part of the Licensor should the functionalities of the Extension as set out in Annex 1 be unavailable for a period of less than 90 (ninety) days due to changes made by the Software Developer.

If major changes made to the Software by its Developer render the Extension permanently unusable, this Agreement will become null and void due to a failing in the source software.

In this case, the lapse would not be imputable to the Licensor and the Agreement would end with neither Party being entitled to claim indemnification from the other. No refunds will be made of any sums due under the Agreement.

The Licensor will also perform maintenance on the Extension throughout the entire term of this Agreement, which includes bug fixes, adaptations, minor and major updates, and any maintenance enabling the Licensee to continue using it.

In this regard, the Parties recognise that any software, development or programme may contain errors or anomalies that may not be detected until after installation.

The cost of maintenance is included in the price of the annual licence fee.

Maintenance of the Extension may be performed remotely, in which case the Licensor shall have access to the Licensee's software environment and may contact the Licensee's employees.

Given the specific nature of the Extension developed by the Licensor, no third party to the Licensee is authorised to modify its code.

If the Licensee makes any changes to the Extension's source code, either directly or via a third party, this Agreement will become null and void, and the Licensor will not be held liable for any damages incurred by the Licensee as a result of these unauthorised changes.

In such an event, the Licensee will no longer be entitled to any warranty on the Extension.

This disclaimer is expressly accepted by the Licensee and deemed to be a material term of this Agreement.

Article 14 – Liability

The Licensor is subject to an obligation of means.

As such, the Licensor disclaims any liability *inter alia* in the event of data loss, claims or any damages resulting from the use of the Extension in respect of this Licence.

Nevertheless, the Licensor shall endeavour at all times to provide assistance to the Licensee to enable it to continue using the Extension.

In addition, the Licensor warrants to the Licensee that the Extension conforms to the specifications set forth in the related documentation.

It warrants that it has the right and full power to grant the Licence herein.

The Licensee acknowledges that the Extension meets its requirements and that the Licensee is responsible for its operation and its staff's capacity to use it.

Article 15 – Confidentiality

Each of the Parties undertakes to take the appropriate measures to maintain strict confidentiality of any information designated as confidential by the other Party and to which it may have access in executing the terms of this Agreement.

This is notably the case for any financial, commercial or technical information shared with each Party about the other or arising from this Agreement.

The Licensee also expressly acknowledges that the Extension and the related documentation contain confidential information belonging to the Licensor. As such, the Licensee undertakes not to divulge or share the Extension or its documentation to or with third parties.

Article 16 – Applicable law and competent jurisdiction

This Agreement is governed by French law.

The Parties hereby undertake to cooperate in good faith in executing the terms of this Agreement and any other agreement through which they may be bound, in accordance with Articles 1103, 1193 and 1194 of the French Civil Code (*Code civil*).

Nevertheless, the Parties agree that any disputes related to the signing, validity, interpretation, execution or termination of this Agreement will fall within the jurisdiction of the French courts.

This Contract is executed in duplicate bilingual originals in French and English, either one of which may be introduced into evidence as conclusive proof of the Contract.

The French version shall prevail in case any discrepancy between the versions or any interpretation difficulties should arise.

In two originals.

Signed in [city, country] _____, on [date] _____

On behalf of the Licensor

On behalf of the Licensee

ANNEXES

Annex 1:

- Licensee name
- Description of Extension features
- Scope of use
- Rate applicable
- Technical requirements