



Appendix 4 : GENERAL TERMS AND CONDITIONS FOR DIGITAL SERVICES

PREAMBLE

These General Terms and Conditions for Digital Services (the “**General Terms and Conditions**”) set forth the terms and conditions governing the use by the **Customer** of Digital Services provided by the **Provider**.

Provider and Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. INTERPRETATION.

The following definitions and rules apply in these General Terms and Conditions.

1.1. Definitions:

Affiliate: an entity that is controlled by, controlling, or under common Control with one of the Parties.

Agreement: the Commercial Offer together with these General Terms and Conditions, any applicable Regional Terms Schedules and any Appendices to these documents.

Business Day: a day other than a Saturday, Sunday or public holiday in the country where Provider is located.

Commercial Offer: the document referencing these General Terms and Conditions and providing commercial, financial, technical and/or operational details about the agreement between the Parties. The Commercial Offer specifies if the Digital Services include the provision of Provider Content and/or Documentation.

Confidential Information: all non-public and proprietary information including, without limitation, know-how, intellectual property, ideas, drawings, designs, concepts, samples, models, plans, data, software, and other technical, operating, financial or commercial information that would be regarded as confidential by a reasonable business person, which is obtained directly or indirectly either before or after the Effective Date of the Agreement by one Party from the other Party or by virtue of having communications with or being on the premises of the other Party in connection with the business relationship.

Control, Controlled, Controlling: when one entity either, directly or indirectly, has the power to direct the management and policies of another legal entity, whether through the ownership of a fraction of the share capital or by contract or otherwise, and shall be deemed to exist upon the ownership of 50% or more of the share capital or voting rights.

Customer: person or legal entity identified in the Commercial Offer.

Customer Data: any data provided, directly or indirectly, by Customer and processed by Provider for the purpose of the provision of the Digital Services.

Digital Services: any services provided by Provider as specified in the relevant Commercial Offer. Depending on the specifications of the Commercial Offer, Digital Services may include online access to software’s functionalities, Provider Content, as well as maintenance and/or support services. Except if otherwise provided, references to the

Digital Services shall include the Provider Content and the Documentation.

Documentation: any documentary resources, as specified if any in the relevant Commercial Offer, made available by Provider to Customer and setting forth the then-current functional, operational capabilities of, and the required configurations and specifications for use of the Digital Services.

Electronic Transmission: any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.

Force Majeure Event: any circumstance beyond the reasonable control of the Party, such as acts of God, war, pandemic, epidemic, terrorism, civil disturbance, malicious damage, strike, disease outbreak, lockout, industrial action, lack or failure of transportation facilities, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either Party, provided that such Party could not reasonably be expected to have taken into account the occurrence and the effects of the occurrence upon its ability to perform hereunder, and that it could not reasonably have avoided the occurrence and overcome its effects.

Marks: the Provider trademarks, trade names, common law rights, logos, slogans, signs, domain names, subdomains, keywords, and related goodwill.

Michelin Group: entities directly or indirectly controlled by Compagnie Générale des Etablissements Michelin, 23 Place des Carmes Déchaux 63000 Clermont Ferrand, France, registration no. 855 200 887.

Michelin Group Positions: the positions taken by Michelin Group to refuse and prohibit any direct or indirect commercial activity involving Michelin Group products and/or services (including but not limited to sales to or in the country, and/or transit across the country) with certain countries. They may contain more restrictive positions than the Trade Restrictions and are based on commercial considerations and other compliance concerns, including, but not limited to, money laundering and corruption concerns, and concerns related to the financing of terrorism. They apply to the Digital Services used on a standalone basis or as incorporated in a more global offer. As of the date of the Agreement, the list of countries to which Provider refuses and prohibits any direct or indirect sales (including transit across these countries) is Cuba, Iran, North Korea, and Syria. This list is subject to change in Provider’s sole discretion.

Normal Business Hours: refers to the period from 8.00 am to 6.00 pm Provider local time, each Business Day;

Order: any order referencing the Digital Services to be provided by Provider to Customer.

Provider: the Michelin Group entity identified in the Commercial Offer

Provider Content: any content made available by Provider to Customer as part of the Digital Services and as specified, if any, in the relevant Commercial Offer.



Regional Terms Schedules: as applicable, terms and conditions specific to certain regions and/or countries attached to these General Terms and Conditions.

Restricted Person: any individual, entity, or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions.

Territory: territory identified in the Commercial Offer on which the Customer is authorized to access and use the Digital Services.

Trade Restrictions: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products).

User: the individual who, under Customer's control and responsibility, is authorized to use the Digital Services in accordance with the terms of the Agreement.

1.2. Any Order for Digital Services or, where applicable, signature of the Commercial Offer, is Customer's unreserved acceptance of all provisions of these General Terms and Conditions, their Appendices, and the applicable Regional Terms Schedules.

1.3. Any reference to the General Terms and Conditions includes their Appendices and the Regional Terms Schedules, if any.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders, and the use of the singular imports the plural and vice versa.

1.5. A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.

1.6. All references to any mandatory local laws and/or regulations shall be contained in the Regional Terms Schedules appended to these General Terms and Conditions.

2. EFFECTIVE DATE AND TERM

2.1. The effective date (the "**Effective Date**") and the term (the "**Term**") of the Agreement are specified in the Commercial Offer.

2.2. The Agreement may be renewed in accordance with the provisions of the Commercial Offer.

3. PROVISION OF THE DIGITAL SERVICES

3.1. Provider shall make the Digital Services available to Customer, during the applicable Term and pursuant to the conditions set forth in the Agreement.

3.2. Unless provided otherwise in the Commercial Offer, Provider shall use commercially reasonable endeavours to (i) limit downtimes of the Digital Services and; (ii) carry out maintenance outside Normal Business Hours.

3.3. The Digital Services shall be made available and performed according to the planning jointly agreed between the Parties.

4. RIGHT TO USE THE DIGITAL SERVICES

Subject to the terms and conditions of the Agreement, Provider grants to Customer a limited, non-sub-licensable, non-transferable, revocable, non-exclusive license to access and use the Digital Services for the Term of the Agreement, on the Territory and, unless if otherwise provided in the Commercial Offer, for its internal business purposes only.

Except as otherwise provided in the Commercial Offer and/or the Documentation, Customer may not (i) copy, modify, adapt, translate, create derivative works or combine the Digital Services; (ii) resell, rent, lease, host, distribute, republish, decompress, disassemble, reverse compile, reverse assemble, reverse engineer whole or part of the Digital Services, or otherwise attempt to discover the source code or underlying algorithms, processes and methods of whole or part of the Digital Services; (iii) offer or permit the use of the Digital Services as part of a third-party outsourcing service, on a service bureau basis, on a time-sharing basis, or on behalf of any third-party; (iv) delete or alter any proprietary notice or Marks included in or associated with the Digital Services.

In no event shall Customer access or use the Digital Services in a way that: (i) may affect the security, stability, performance or functions of the Digital Services; (ii) create a risk of harm or loss to any person or property; (iii) is illegal, unlawful, harmful, pornographic, defamatory, or invasive of personal privacy or publicity rights; or (iv) infringes any third-party rights. Any such access or use shall be considered a material breach of the Agreement and entitles Provider to suspend the Digital Services and/or terminate the Agreement in accordance with Section 10 hereunder.

5. PARTY'S OBLIGATIONS

5.1. Mutual obligations. Each Party represents that: (i) it is a company duly incorporated and validly existing under the laws of the country where it is incorporated and that it has the requisite power and authority to enter into and fully perform the Agreement; (ii) the Agreement does not conflict with, contravene or constitute a breach of any contractual, financial, business, or legal obligation of any nature to which the Party, its Affiliates and/or its employees are subject; and as long as the Agreement is in effect, neither Party, its Affiliates and/or its employees have nor will undertake any obligations that constitute a breach or otherwise materially and adversely affect the performance of their obligations under the Agreement; (iii) it shall comply at all times with all applicable laws and regulations; (iv) it has obtained and will maintain, at its sole expense, all permissions, licenses and consents required to comply with its commitments under the Agreement; (v) it will assign personnel who possess the requisite degrees of qualification, experience, training and skills required to fulfill the tasks assigned to them and who are familiar with the requirements of the Agreement.



5.2. Provider's obligations. Provider ensures that the Digital Services will be materially performed in accordance with the Commercial Offer.

5.3. Customer's obligations. Customer shall access and use the Digital Services in compliance with applicable laws and regulations and the Commercial Offer.

Customer will also be responsible for providing the necessary assistance, under the Agreement, and shall in particular:

(i) provide, upon reasonable request from Provider or spontaneously, the available information required for the successful provision of the Digital Services by Provider; (ii) when any activities are to be performed from or within any Customer's facilities, provide access to such Customer's facilities; (iii) comply with any requirements, including technical requirements as the case may be, for accessing and/or using the Digital Services as provided in the Documentation; (iv) proceed with any necessary acceptance tests, if and where applicable and validate the delivery of the Digital Services; (v) notify to Provider, as soon as possible after becoming aware of it, any event or circumstance which is likely to delay or impact the provision of the Digital Services. In such cases, the Parties shall discuss on suitable ways to limit the delay or impact on the provision of the Digital Services; (vi) assign the necessary personnel to perform its obligations under the Agreement; (vii) pay for the Digital Services in accordance with Section 8 and the Commercial Offer.

Customer is responsible for the protection of the login IDs and passwords of its Users. It undertakes in particular to keep such login IDs and passwords confidential and is solely liable for any use of such and any activity occurring on and/or through its Users accounts.

Customer shall be responsible for the quality, legality and relevance of the Customer Data it transmits to Provider. Customer ensures that it is the owner and/or has all necessary rights to use and transmit the Customer Data in connection with the Digital Services.

6. CUSTOMER'S ACCEPTANCE OR REJECTION OF THE DIGITAL SERVICES.

6.1. Once Digital Services are made available to Customer, Customer shall control that they are compliant with the terms and conditions of the Agreement. If Customer considers that all or part of the Digital Services provided are not compliant with the terms and conditions of the Agreement, Customer shall notify Provider of such non-compliance situation. Such notification shall (i) identify and detail the Digital Services considered as non-compliant, as well as the compliance gap and (ii) be made within a month from the date Provider has notified the Customer that the Digital Services are made available (or if no notification was made by Provider, from the date when the Digital Services are made available).

6.2. If no notification is made to Provider in compliance with this Section 6, the Digital Services made available shall be considered as fully and completely (i) compliant with the terms and conditions of the Agreement and; (ii) accepted

by Customer who therefore waives any claim or liability against Provider based on non-compliance of the Digital Services.

7. PRICING, INVOICING AND TAXES

7.1. Pricing. The price payable by Customer for the Digital Services shall be the price set out in the Commercial Offer.

7.2. Invoicing. The invoice shall include, unless prohibited by applicable mandatory law, any bonuses, incentives, or such other arrangements contained in the Commercial Offer (if applicable) between Customer and Provider, and all applicable taxes, duties, and fees.

7.3. Taxes. All prices are exclusive of any applicable taxes, duties, or fees.

8. PAYMENT

8.1. Customer shall pay for the Digital Services in accordance with Provider's invoice to Customer, or in such other manner as Provider may prescribe in its sole discretion.

8.2. Unless otherwise agreed between the Parties, invoices are payable by bank transfer

8.3. If Customer disputes any Provider invoice, it shall notify Provider of any disputes/claims within thirty (30) calendar days of invoice date or credit document date and shall pay Provider the balance due on the portion of the invoice that Customer does not dispute in accordance with the terms of the invoice.

8.4. In addition to any right of setoff or recoupment permitted by law, Provider shall in its sole and absolute discretion have the contractual right to apply:

8.4.1. any amounts owed by Provider or any Affiliate of Provider (including but not limited to credits, bonuses or rebates earned or payable) to Customer (or any person or entity affiliated with Customer) under other contractual agreements; or

8.4.2. any payments made by Customer or credits issued to Customer under any contractual relationship, to reduce any amounts due to Provider under the Agreement.

8.5. Customer shall reimburse Provider for all charges and costs, including, but not limited to, reasonable attorneys' fees, which Provider incurs in enforcing the Agreement.

8.6. All amounts owed to Provider by Customer under the Agreement, or any other contractual relationship shall become immediately due and payable on termination of the Agreement for any reason.

9. LATE OR NON-PAYMENT; CHANGE OF FINANCIAL STATUS



9.1. Late or non-payment. Customer's failure to make full payment to Provider under the Agreement by the due date will constitute a material breach of the Agreement. Accordingly, without prejudice to any remedies available to Provider under the Agreement and at law, in the event Customer fails to make full payment:

9.1.1. Provider shall be entitled to late payment interest as stated in the Commercial Offer or, if not, as stated by applicable law;

9.1.2. to the extent permitted by applicable mandatory law, Provider may in its sole discretion terminate any other contract between the Parties;

9.1.3. to the extent permitted by applicable mandatory law, Provider may at its sole discretion suspend the provision of the Digital Services to Customer;

9.1.4. all amounts owed to Provider by Customer under the Agreement or any other contractual relationship between the Parties shall become immediately due.

9.2. Any acceptance of late payments by Provider will not alter the Agreement or act as a waiver of the payment terms contained herein.

9.3. Change of financial status. To the extent permitted by applicable mandatory law, Provider may suspend provision of any Digital Services, and not resume provisions if:

9.3.1. insolvency proceedings have been initiated against Customer, and no written agreement has been reached between Customer and Provider detailing the ongoing delivery of Digital Services; or

9.3.2. Customer's financial situation deteriorates substantially as reasonably determined by Provider.

10. TERMINATION

10.1. Termination for material breach. Without affecting any other right or remedy available to the other Party, if a Party materially breaches its obligations under the Agreement (the "**Breaching Party**"), the other Party may terminate the Agreement with immediate effect by giving written notice to the Breaching Party:

10.1.1. if the Breaching Party fails to remedy such material breach within thirty (30) calendar days of being notified in writing by the other Party to do so; or

10.1.2. where the Breaching Party's material breach is incapable of remedy.

10.1.3. Suspension. Should Customer be in breach of any of its material obligations under the Agreement, Provider may suspend the provision of the Digital Services, without any liability whatsoever to Customer.

10.2. Termination for dissolution. Either Party may terminate the Agreement, immediately without notice in the

event of dissolution of either Party, whether by operation of law or otherwise.

10.3. Termination for bankruptcy. To the extent permitted by applicable mandatory law, either Party may terminate the Agreement, immediately without notice if, in the opinion of the terminating Party, the other Party, its principle, or any owner or guarantor of that Party's business becomes insolvent or is likely to become insolvent.

10.4. Provider's right to terminate for change of Control or assignment. Provider may terminate the Agreement immediately upon:

10.4.1. any change of Control of Customer, as defined by applicable law, unless prior to the occurrence of such change of Control, Provider is notified of the change in writing and gives written approval; or

10.4.2. any attempted assignment by Customer of the Agreement or any right or interest arising from the Agreement without the prior written consent of Provider.

10.5. Effects of termination. Upon termination of the Agreement for any reason whatsoever, (i) Customer shall immediately refrain from using the Digital Services and Marks in any form whatsoever; (ii) each Party shall, except if expressly provided otherwise in the Agreement, return or destroy from their information systems all data provided by the other Party.

10.6. All sums owed by Customer to Provider or vice versa shall become immediately due and payable. To ensure prompt payment, each Party agrees to cooperate and work with the other in determining and processing all such amounts due. Provider shall have the right to apply any amounts owed by Provider or any Affiliate (including but not limited to credits, bonuses or rebates earned or payable under the Agreement) to Customer (or any person or entity affiliated with Customer) in reduction of any amounts due to Provider.

10.7. In case Provider terminates the Agreement following a material breach of Customer, (i) Provider will not refund any pre-paid Digital Services to Customer; (ii) Customer will pay the Provider the price set out in the Commercial Offer for the Digital Services for entire Term.

11. CONFIDENTIALITY

11.1. Subject to Section 11.4 below, each Party agrees that it will not disclose to any person any Confidential Information of, or relating to, the other Party which has been disclosed to it or which has come into its possession as a result of the execution of the Agreement or other contractual relationship between the Parties for the duration of the Agreement or other contractual relationship between the Parties and for an additional period of five (2) years from termination of the abovementioned contractual relationships between the Parties.

11.2. Confidential Information may only be used by each Party to fulfill the purpose of the Agreement and may only



be shared with employees, Affiliates, and agents of the Parties in furtherance of the purpose of the Agreement, always subject to all relevant applicable laws, including but not limited to antitrust laws and regulations.

11.3. Each Party will protect the Confidential Information using the same degree of care it employs for its own similar information, but in any case, not less than a reasonable degree of care.

11.4. Nothing in the Agreement shall prohibit disclosure of information which: (i) is already in the public domain; (ii) becomes part of the public domain after disclosure to the receiving Party other than as a result of a wrongful act of such Party; (iii) is received from a third party providing that it was not acquired directly or indirectly by such third party from the receiving Party; or (iv) is required to be disclosed by law or any governmental or regulatory body or agency.

12. LIABILITY

12.1. Regardless of the basis for liability, any claims for compensation made by Customer will be subject to the limitations stated in this Section 12.

12.2. To the extent permitted by applicable mandatory law, Provider shall not be liable for any loss, damages or penalties incurred by Customer arising from or in connection with the fulfilment of Customer's obligations towards third parties.

12.3. LIMITATION OF LIABILITY. SUBJECT TO SECTION 12.4 (DISCLAIMER) BELOW, AND UNLESS OTHERWISE PROHIBITED BY APPLICABLE MANDATORY LAW, PROVIDER'S TOTAL LIABILITY TO CUSTOMER FOR ALL DIRECT DAMAGES INCURRED BY CUSTOMER UNDER THE AGREEMENT SHALL NOT EXCEED THE ACTUAL DAMAGES SUFFERED BY CUSTOMER WHICH IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT INVOICED BY PROVIDER TO CUSTOMER FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE LOSS OR DAMAGE FOR THE SPECIFIC DIGITAL SERVICE THAT RESULTED IN SUCH CLAIMED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE, PUNITIVE, MULTIPLE OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, LOST DATA OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE AGREEMENT OR EITHER PARTY'S PERFORMANCE HEREUNDER.

12.4. DISCLAIMER. EXCEPT IF EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAWS, THE DIGITAL SERVICES AND ALL MATERIALS INCLUDED IN THE DIGITAL SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS-IS," "AS-AVAILABLE" BASIS AND PROVIDER EXPRESSLY DISCLAIMS ALL COVENANTS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR COMPATIBILITY WITH OTHER SYSTEMS, SOFTWARE OR SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAWS, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTY AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE DIGITAL SERVICES OR ANY SERVICES, PRODUCTS, DATA, INFORMATION, OPINIONS, AND MATERIALS AVAILABLE THROUGH THE DIGITAL SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAWS, PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE DIGITAL SERVICES OR THE MATERIALS PROVIDED THROUGH THE DIGITAL SERVICES WILL BE COMPLETELY SECURE, VIRUS-FREE, OR ERROR-FREE. THE CUSTOMER IS RESPONSIBLE FOR VERIFYING OR HAVE VERIFIED ANY INFORMATION OBTAINED FROM THE DIGITAL SERVICES BEFORE RELYING ON IT. USE OF THE DIGITAL SERVICES IS AT THE CUSTOMER'S SOLE RISK.

12.5. The limitation of liability set out in this Section 12 shall not apply to:

12.5.1. death or bodily injury caused by the intentional acts or gross negligence of Provider;

12.5.2. damages arising directly from fraud or willful repudiation of the Agreement by Provider;

12.5.3. any other liability that may not be excluded or limited under applicable mandatory law; or

12.5.4. a Party's obligation to indemnify and defend the other against third-party claims provided in Section 13 hereof.

12.6. Limitation of Action. To the extent permitted by applicable mandatory law, no suit or claim based on any legal claim, regardless of form, arising out of or in any way connected with the Agreement, may be brought by Customer (or any party claiming by, through, or under Customer) more than one (1) year after the event giving rise to such claim.

13. INDEMNITY.

13.1. Indemnification by Customer. Customer shall indemnify Provider against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Provider in connection with the Agreement and arising from, including but not limited to:

13.1.1. any use, misuse, distribution or redistribution of the Digital Services or other actions taken (or not taken) in relation to the Digital Services by Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors;

13.1.2. Customer's failure to obtain the relevant business permits, licenses and/or approvals;

13.1.3. Customer's failure to promptly pay any sales, excise, income, or other tax, or from Customer's failure to correctly file any required tax returns; and/or



13.1.4. Customer's breach of the Agreement between the Parties and/or any applicable laws and/or regulations,

except to the extent such losses are caused by the fraud, gross negligence, or willful misconduct of Provider in the performance of its obligations under the Agreement.

13.2. Intellectual Property Indemnification. Provider shall indemnify Customer against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Customer arising from any claim or suit alleging that the use of the Digital Services or Marks infringes any trademark, copyright, patent of third parties or another intellectual property right, provided however that:

13.2.1. this Section 13 does not cover, and Provider has no obligation hereunder for, infringement claims or suits arising from Customer's failure to use the Digital Services or Marks in accordance with the Agreement; and

13.2.2. Customer shall provide Provider with prompt notice of the claim or suit giving rise to such obligation; and

13.2.3. Provider shall have the sole control of the defense and of all negotiations for settlement of such claim or suit. Customer shall cooperate with Provider in the defense or settlement of any such claim or suit.

13.3. If a claim or suit for which Provider is required to indemnify Customer under this Section 13 is brought or is likely to be brought, Provider may: (i) modify the Digital Services or Marks so as to provide Customer with functionally equivalent and non-infringing Digital Services; or (ii) obtain a license or access rights for Customer to continue use of the Digital Services for the Term at no additional cost to Customer; or (iii) if Provider in its sole discretion determines that neither of the foregoing alternatives is commercially reasonable, then Provider may at its option terminate this Agreement and promptly refund the pro rata portion of the amounts paid by Customer for the applicable Digital Services for the applicable Term.

13.4. Customer shall indemnify Provider against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Provider arising from any claim or suit alleging that the use of Customer Data in compliance with the Agreement infringes any trademark, copyright, patent of third parties or another intellectual property right.

13.5. THIS SECTION 13 STATES EACH PARTY'S ENTIRE POTENTIAL LIABILITY AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS OR SUITS BASED ON AN INFRINGEMENT OF SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13.6. This Section 13 shall survive termination of the Agreement.

14. INTELLECTUAL PROPERTY

14.1. Provider retains all rights, titles, and interests, including intellectual property rights, attached to the Digital Services and Marks.

14.2. Unless otherwise stated in the Agreement, neither Party grants nor assigns intellectual property rights to the other Party within the framework of this Agreement. Any reproduction and/or representation by a Party of any protected asset belonging to the other Party, without prior authorization of the latest, is strictly prohibited.

14.3. Customer agrees not to oppose, invalidate, or impair the rights, titles and interest, including intellectual property rights, attached to the Digital Services and Marks.

14.4. Non-Disparagement. Customer undertakes not to disparage, either directly or indirectly, the Marks or Digital Services or to bring the Marks or Digital Services into disrepute. In this respect, Customer shall notably refrain from any public statement or comment, press release or communication on social networks referring negatively to the Marks or Digital Services including but not limited to: (i) the performance, quality, technology, durability, or capacities of the Digital Services; (ii) the validity, registration, or ownership of the Marks; or (iii) the reputation or conduct of Provider or any of Provider's representatives, employees, subcontractors, agents, or service providers.

14.5. Customer undertakes not to organize advertising or more generally any communication of any nature whatsoever, which could harm the name and/or reputation of Provider, the Marks and/or the Digital Services.

15. COMPLIANCE

15.1. Ethics and anti-bribery

15.1.1. As of the signature date of the Agreement and Conditions, or the placement of an Order by Customer when the Agreement is not signed, each Party undertakes to have or to implement and maintain an anti-bribery and anti-corruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Each Party acknowledges a "zero tolerance" policy regarding bribery and corruption and agrees to comply with applicable laws and regulations regarding the fight against bribery and corruption.

15.1.2. Each Party agrees to refrain from: (i) offering, promising or giving; and from (ii) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third-party, in order that the official or representative acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Provider may conduct compliance audits on Customer to ensure its compliance with the above commitments.

15.1.3. In the event Customer fails to comply with the requirements of this Section 15, Customer undertakes to immediately inform Provider and to attempt to correct the non-compliance within a reasonable timeframe. Notwithstanding the above, Provider reserves the right to take any appropriate measures to mitigate corruption risk, including termination of the Agreement, and/or any other contractual relationship between the Parties.

15.1.4. Customer shall comply with and shall require that all of its commercial partners (customers and suppliers) and sub-contractors comply with all applicable laws, statutes, codes and regulations including but not limited to those relating to anti-corruption, anti-bribery, anti-money laundering, fraud, health and safety, environment (as well as avoid any practices that may cause damage to it, especially, but not limited to, regarding any practices that can contribute to the rise in deforestation, burnt land and soil erosion), labor law, human rights, harassment, and discrimination.

15.1.5. Customer shall conduct its business with integrity, ethics, and transparency, and shall adopt, promote, and comply with fundamental rules in the areas of human rights, labor, environmental, ethics, fraud, anti-bribery, and anti-corruption standards. Provider makes available to its customers an Ethics Line which they are entitled to use in case of violations of the Provider Code of Ethics (available at the following link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance program. Alerts can be submitted through the following link: <http://michelingroup.ethicspoint.com/>

15.2. Data protection

15.2.1. General provision. Each Party undertakes, for the personal data processing operations it carries out for its own purposes under and in the framework of the Agreement to comply with all obligations arising from the application of any applicable data protection and privacy legislation and regulatory requirements in force and as amended from time to time, that may apply to personal data processed, including those of the General Data Protection Regulation (EU/2016/679) and its possible updates and existing local laws, or any other data protection legislation applicable outside of the European Union (together the "**Data Protection Legislation**").

15.2.2. Contractual relationship management. Customer acknowledges that, Provider, as data controller, or the like, of the personal data received from Customer, processes personal data for the purpose of managing operations relating to the contractual relationship with its Customers, in compliance with the Data Protection Legislation. The processing is based on Provider's legitimate interest related to the performance of the Agreement. Accordingly, unless otherwise provided by applicable Data Protection Legislation, Customer undertakes to

inform data subjects (for example, its employees) of such personal data processing and any personal data processed under the Agreement concerned is kept for the duration of the contractual relationship plus the legal limitation periods.

15.2.3. Processed data may be used by Provider's relevant departments and, where appropriate, its sub-processors, some of which may be located outside the country of origin of the personal data, such as, the EU, the USA and India. In order to provide adequate safeguards for the transfer of such personal data, cross-border data transfer agreements incorporating standard clauses of the European Commission have been signed between Provider and its sub-processors. Transfers within the Michelin Group may also take place and are governed by the Michelin Group's Binding Corporate Rules which have been validated by the French Data Protection Authority (available at www.michelin.com).

15.2.4. Where personal data is transferred outside of the European Economic Area, Provider shall ensure appropriate safeguards are implemented and/or adopted, including but not limited to the Standard Contractual Clauses.

15.2.5. To the extent dictated by applicable mandatory law, data subjects shall benefit, under the conditions stipulated by law, from a right of access, rectification, portability, restriction of processing, opposition for legitimate reasons, and deletion. Data subjects seeking to exercise their rights shall contact Provider. If the data subject's requests are unsatisfied, they may file a complaint with the relevant data protection authority.

15.3. Export control.

15.3.1. Customer shall comply with all applicable laws and regulations with regard to the supply, sale, provision, transfer, export, re-transfer, or re-export of the Digital Services, including but not limited to, those relating to Trade Restrictions. For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

15.3.2. Customer shall not cause Provider to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Customer will not supply, sell, provide, transfer, export, re-transfer, re-export, otherwise make available or use any Digital Service supplied by Provider in order to circumvent, evade or avoid any applicable Trade Restrictions.

15.3.3. Where Provider has reasonable cause to suspect that any Digital Service may be or has been supplied, sold, provided, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by relevant Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which

is prohibited or otherwise restricted under Trade Restrictions, Provider reserves the right to:

- 15.3.3.1. immediately suspend its performance under this Agreement or any contractual relationship;
 - 15.3.3.2. request further information or documentary evidence from Customer, including but not limited to licenses, end user certificates, shipping, or commercial documentation, in order to verify the end use(s) or end user(s) of the Digital Services; or
 - 15.3.3.3. take any other appropriate measures regarding its commercial relationship with Customer.
- 15.3.4.** Customer certifies that, as of the date hereof, neither Customer, nor any of Customer's group companies, nor any of their respective directors or officers is a Restricted Person. Customer shall immediately notify Provider if any of the abovementioned Customer, Customer group companies, directors, or officers becomes a Restricted Person.
- 15.3.5.** Customer shall indemnify and hold harmless Provider from and against any losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any non-compliance with Trade Restrictions or Michelin Group Positions by Customer. Customer shall be responsible for any act or omission of Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section 15.3.
- 15.3.6.** Customer shall respect the Michelin Group Positions, which may contain more restrictive provisions than the Trade Restrictions defined herein.

16. FORCE MAJEURE

16.1. Impacts of Force Majeure. Each Party shall be relieved from liability for a failure to perform any obligation under the Agreement during such period and to the extent that the due performance thereof by such Party is prevented by reason of a Force Majeure Event.

16.2. To the extent permitted by applicable mandatory law or regulation, Customer will not be relieved of its duty to make payments to Provider due to any Force Majeure Event.

16.3. Notice and duty to mitigate. A Customer desiring to invoke a Force Majeure Event hereunder shall give notice to Provider as soon as possible but no later than 30 calendar days after the commencement of such Force Majeure Event. Customer shall not be discharged from liability for any non-performance caused by such Force Majeure Event should it fail to notify Provider in accordance with this Section 16.3.

16.4. Both Parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of the Agreement caused by a Force Majeure Event.

17. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION.

17.1. The Agreement will be governed by the laws of the legal jurisdiction where the Provider entity issuing the General Terms and Conditions is incorporated.

17.2. Where applicable, application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

17.3. In the event of a dispute arising from or in connection with the Agreement, and before filing any action in a court of competent jurisdiction, the Parties may attempt in good faith to resolve such dispute within thirty (30) calendar days by negotiation between representatives who have authority to settle the dispute.

17.4. Notwithstanding Section 17.3 above, in the event a dispute cannot be resolved through negotiation, the courts of the competent jurisdiction in the location of the Provider's registered office will have jurisdiction to settle all disputes arising from or in connection with the Agreement.

17.5. Notwithstanding the other provisions of this Section 17, to the extent permitted by applicable mandatory law, Provider may also seek equitable relief or an interim injunction in a court of competent jurisdiction.

18. MISCELLANEOUS TERMS

18.1. Subcontracting. Provider may subcontract any or all of its obligations under the Agreement without notice to Customer. Notwithstanding the foregoing, Provider will be responsible for the acts and omissions of any such subcontractor.

18.2. Assignment. Customer may not assign the Agreement, or any of its rights or obligations hereunder, without Provider's prior written consent. Any assignment by Customer shall be null and void. The Agreement and any right hereunder or interest herein may be assigned at any time by Provider to an Affiliate.

18.3. Survival. All obligations of the Parties pertaining to payment, reimbursement, indemnification, warranty, and any provision that is intended to come into or continue in force, and all obligations hereunder which by the terms of the Agreement arise at or after termination, shall survive any termination or expiry of the Agreement.

18.4. Severability. If any Section or part of a Section of the Agreement is declared illegal, null, or unenforceable, this illegality, nullity or unenforceability shall not affect the legality, validity, or enforceability of the other contractual clauses. The Parties shall negotiate in good faith to replace the invalid provisions with valid ones to achieve the intended commercial or business purpose of the illegal, null, or unenforceable provision.

18.5. Language and Notices. The Agreement has been prepared in the language of the legal jurisdiction where the Provider is incorporated. All notices and other



communications required or permitted under the Agreement and any other contractual relationship between the Parties shall be in writing in the language of the Agreement, a language mutually agreed by the Parties, or accompanied by a certified translation, all of such shall be valid, subject to their being sent to the addresses referred to in the introduction of the Agreement (or to other addresses which the Parties shall have communicated to each other in written form), by courier, registered or express mail or mail under acknowledged receipt. In the event of a conflict between any notice in the language of the Agreement and its accompanied certified translation, the version of the notice in the language of the Agreement shall prevail. Any Party may change its address for such communications by giving appropriate written notice to the other Party conforming to this Section 18.5.

18.6. Right to Audit. Customer will maintain accurate records of its compliance with the Agreement during the Term and for a minimum of five (5) years after expiration or termination of the Agreement and will promptly provide these records to Provider upon its request. Provider may only request these records once in any 6 months period. If the records are not timely produced, or if Provider has reasonable grounds to question their accuracy, Provider may, at its own expense, engage an independent auditor to audit Customer's use of the Digital Services. Any such audit will be conducted upon reasonable notice to Customer and during Customer's Normal Business Hours. Customer will reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, with access to its sites and offices as well as all relevant information regarding its compliance with the Agreement. If the records provided by Customer or if the audit determines any unauthorized use of the Digital Services, Provider will, without prejudice to any other remedies available to Provider under the Agreement or the law, be entitled to invoice Customer (i) for all such unauthorized use; (ii) of the expense and costs related to the audit. In addition, Customer understands that the Digital Services may enable Provider to track and monitor the usage made by Customer of the Digital Services.

18.7. Entire Agreement. The Agreement and anything incorporated by reference herein constitute the entire agreement between the Parties and shall supersede all previous written documents or correspondence (if any), contemporaneous agreements, understandings and

communications, whether written or oral, on the subject matter hereof.

18.8. Execution/Counterparts. To the extent applicable, upon signature, the Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument. The Agreement have been executed by the Parties' duly authorized representatives and electronic signature of the Agreement made through the means of Electronic Transmission shall be as legally binding as a physical signature.

18.9. Relationship of the Parties. The Agreement applies to the provision of Digital Services to Customer and is not intended by either Party to constitute a franchise relationship between the Parties. Customer has not paid a franchise fee to Provider and is not operating pursuant to a business system supplied by Provider. Further, the Agreement shall not be construed to create a joint venture, association, partnership, employment, or other force of business organization or agency relationship between Customer and Provider.

18.10. Waiver. Either Party's failure to enforce or exercise any of its rights under any provision of the Agreement shall not be construed as a waiver of such rights. No custom, practice, or course of dealing constitutes a waiver of any provision of the Agreement.

18.11. Amendments. The Agreement may be amended only by a written document signed by both Parties specifically noting their intent to amend.

18.12. Conflicts. If there is any conflict or ambiguity between any of the provisions of the Commercial Offer, these General Terms and Conditions, their Appendices and subsequent Regional Terms Schedules, such conflict shall be resolved in accordance with the following order of precedence: Commercial Offer, Regional Terms Schedules, these Terms and Conditions and then their Appendices.

18.13. If there is any conflict or ambiguity between any of the provisions of the Agreement and any Customer documentation (such as orders, general terms of purchase, etc.) the Agreement shall prevail.