

METEORAGE: Lightning Information Services – General Terms and Conditions of Sale

January 2021

1. General

1.1 METEORAGE SAS is a company registered in the Pau Trade and Companies Register under number B339528218, whose registered office is at Technopole Hélio parc, 2 Avenue du Président Angot, 64053 Pau Cedex 9 France, produces and markets lightning detection services (the 'Services').

1.2 These General Terms and Conditions of Sale (the '**Terms and Conditions**') are meant for professional individuals and legal entities, within the meaning of the French Consumer Code, who order the Services (the '**Customer(s)**'). These Terms and Conditions do not apply to online purchases.

1.3 Unless specifically agreed otherwise with METEORAGE in writing, all sales of Services are governed by these Terms and Conditions, and expressly exclude the Customer's General Terms and Conditions of Purchase.

1.4 By placing an order with METEORAGE, the Customer agrees to fully comply with these Terms and Conditions.

1.5 These Terms and Conditions may be amended at any time. The new Terms and Conditions will be sent to the Customer prior to their coming into force.

1.6 No forbearance by METEORAGE in relying on a provision of these Terms and Conditions should be construed as a waiver of METEORAGE's right to rely thereon in the future. If the whole or part of any clause of these Terms and Conditions is held to be null and void, unlawful or unenforceable, the other provisions hereof shall remain in effect.

2. Orders

2.1 Any Service requested by the Customer must be ordered to METEORAGE in the form of a paper or electronic order form. METEORAGE reserves the right to accept or refuse any order. An order will only be considered valid after written confirmation by METEORAGE.

2.2 METEORAGE reserves the right to withdraw, modify or replace any Service from its offer in accordance with change of its marketing policy or production resources. In this case, METEORAGE will inform Customers sixty (60) days before the change comes into effect. The Customer agree not to claim any compensation in the event of withdrawal, modification or replacement of the Service.**2.3** Subscription Services are provided for a minimum of one (1) year, unless specifically state otherwise by METEORAGE, and may be renewed for the same period on the applicable expiration date.

2.4 The Customer may amend his order to the condition that the order has not yet been processed by METEORAGE. Order amendments will only apply once they have been confirmed by METEORAGE in writing.

3. Prices

3.1 The prices of the Services are stated in euros, exclusive of VAT. Unless METEORAGE confirm otherwise in writing, METEORAGE's pricing terms and prices will be those applicable on the order date.

3.2 Prices may be revised and METEORAGE reserves the right to amend its pricing terms at any time. In this case, METEORAGE will send to the Customer a new price list at least sixty (60) days before the list comes into effect.

3.3 METEORAGE may grant rebates and discounts to the Customer according to the volume of Services purchased by him.

4. Delivery

4.1 The delivery method is selected by METEORAGE and it will be specified in the order's acknowledgement of receipt. METEORAGE's Services are generally delivered in digital format (on a key, online or by e-mail).

4.2 METEORAGE will provide to the Customer, a technical assistance agreed upon Customer's order for Services that require special installation.

4.3 METEORAGE undertakes to make its best efforts to deliver the Services to the Customer within the timeframe stated on the purchase order. However, these delivery times remain indicative and may be modified at the time of order's acknowledgement of receipt. METEORAGE only undertakes to meet the delivery timeframes confirmed in writing in the order's acknowledgement of receipt. The Customer do not have the right to reject some or all Services that are not delivered on time or to claim any compensation due to a delivery delay.

4.4 Unless stated otherwise, METEORAGE will invoice the Customer upon dispatch of the Services or upon implementation of the Services.

5. Payment terms

5.1 Unless agreed otherwise in writing with METEORAGE, invoices must be paid by the Customer, without a discount, within thirty (30) days following the date they are raised, using a payment method stated in the order acknowledgement.

5.2 Subscription Services must be paid for at the start of the subscription period (due date), within thirty (30) days following the date of invoice's issue. Invoices are issued upon installation of the Service for new Subscriptions and on the due date for renewals. If payment is not received within this period of thirty (30) days, save in specific circumstances, METEORAGE reserves the right to suspend the relevant Subscription Service.

5.3 Any payment that is not made on the due date will automatically entails (i) the immediate payment of all outstanding amounts, (ii) the application of a late-payment penalty charged at three (3) times the statutory interest rate following the payment due date stated on the invoice, i.e. ten (10) percentage points above the interest rate applied by the European Central Bank to its most recent refinancing operation, and (iii) the payment of a debt collection charge of €40 in accordance with Article L441-10 of the French Commercial Code.

5.4 In case of Customer's failure to make any payment on time, METEORAGE may suspend the delivery of any other order placed by the Customer and reject any new order from him.

5.5 METEORAGE will retain ownership of the Services delivered until they have been paid for in full along with any late-payment penalties, fixed debt collection charges or other related charges.

6. Termination

6.1 Either party may automatically terminate the Service on giving three (3) months' notice before the renewal date of the contract, by registered letter with acknowledgement of receipt.

No early termination will be accepted. Subscription Services must be paid for in full for the subscription period. No refund will be issued for subscription Services as they are paid for at the start of the relevant subscription period and METEORAGE will not be liable to pay any compensation to the Customer.

6.2 Any serious breach by the Customers of these Terms and Conditions will entitle METEORAGE to terminate the Service without notice or compensation. Payments already made by the Customer will be retained as a penalty clause, it being specified that METEORAGE reserves the right to claim damages from the Customer and/or to take legal action against him

7. Duties and taxes

The Customer undertakes to pay any and all levies, customs duties and taxes in connection with his order.

8. Responsibilities

8.1 METEORAGE undertakes to:

- use appropriate care to provide the Customer with the Services ordered by him;
- take all steps in its power to ensure Service continuity and maintain the quality of its data;
- provide the technical support necessary for the proper use of the Service by the Customer;
- inform the Customer of how the Services work; and
- be covered by a civil liability insurance.

8.2 If the Services are affected by any issues, METEORAGE will not be liable for:

- any indirect and/or unforeseeable and/or intangible damage or loss, including any lost profit, loss, inaccuracy or corruption of files or data, business loss, lost turnover or profit, customer loss or loss of an opportunity;
- any direct or indirect damage or loss if the Services provided by METEORAGE are used inappropriately by the Customer or are used by a third party. Furthermore, METEORAGE will not be liable if data are accidentally destroyed by the Customer or a third party who accesses the Services using his login details; or
- any issue linked to third-party suppliers (Internet and telecommunications service providers, media, data, etc.) involved in the production of the Service.

8.3 In any event, METEORAGE's liability is strictly limited to refunding fifty per cent (50%), excluding VAT, of the amount received by METEORAGE in connection with the relevant order.

8.4 METEORAGE undertakes to ensure an annual availability rate of lightning subscription Services of ninety-nine per cent (99%). If the Service is interrupted for any reason whatsoever, METEORAGE shall use reasonable endeavours to notify the Customer accordingly and to inform him of the estimated duration of the downtime. If the Service has a total downtime of more than four (4) days in any given year, METEORAGE will grant the Customer a rebate based on his annual subscription charge, calculated prorata the duration of the downtime in excess of four (4) days, but will not pay to the Customer any other compensation. This clause will not apply if the Service is down for a reason beyond METEORAGE's control, or due to an issue linked to third-party suppliers (Internet and telecommunications service providers, media, data, etc.) or due to force majeure.

8.5 METEORAGE give no warranty, express or implied, on the ability of the Services provided to achieve the objectives set by the Customer. METEORAGE undertakes, to implement the specified resources, within the limit of the foregoing, but give no warranty as to the results obtained by the Customer.

8.6 Accordingly, METEORAGE will not be liable under any circumstances for any kind of damage or loss that arises from the interpretation and/or use of the data transmitted.

9. Intellectual property

9.1 METEORAGE owns the intellectual property right to the data transmitted to the Customer as part of the Service (including, in particular, raw lightning data, lightning warnings and statistics), which must remain confidential.

9.2 The right to use those data is assigned to the Customer strictly for his own internal use and those data must not be circulated, transferred, reproduced, modified or duplicated in any form whatsoever without METEORAGE prior written consent. Subscription to any form of access to the online Services does not entail any transfer of ownership of any kind whatsoever to the Customer. Any reinterpretation of those data by including the name of METEORAGE is furthermore prohibited, except for study purposes intended for third parties with the prior written consent of METEORAGE.

9.3 The Customer is hereby informed and accepts that METEORAGE shall remain the exclusive owner of the distinctive signs such as METEORAGE

trademarks and logos that are made available to the Customer in the context of the provision of the Services.

9.4 Accordingly, these Terms and Conditions must not be construed as granting to the Customer title or any property right, on any basis whatsoever, in, to or over any of METEORAGE's rights, the technology or know-how and/or method developed by METEORAGE, or any distinctive element such as its trademarks and/or logos. METEORAGE remains the exclusive holder of all the tangible and intangible rights to all the developments, programs and creations intended to implement and operate the Service.

9.5 The obligations stipulated herein are applicable throughout the legal duration of intellectual property rights, in all countries, and the non-disclosure obligation shall survive the termination of the contract.

Any violation of the foregoing will engage the liability of the Customer

10. Personal data

10.1 The terms used in this clause have the meaning attributed to them by General Data Protection Regulation No 2016/679 of 27 April 2016 and by French Data Protection Act No 78-17.

In connection with the conclusion and performance of these Terms and Conditions between METEORAGE and the Customer, METEORAGE acts as data controller, and will collect and process personal data concerning the Customer, such as his first name, surname, telephone number and e-mail address ('**Personal Data**').

These Personal Data are needed to perform the contract and provide the Service. Therefore, failure to provide the information requested may prevent or delay the provision of the Services.

Furthermore, METEORAGE may collect and use the Customer's e-mail address in order to provide him with sales and marketing information concerning the Services.

10.2 Personal Data will be retained for the period necessary to manage the business relationship with the Customer, *i.e.* for the term of the contract and, in certain cases, for the period needed to fulfil statutory obligations.

10.3 METEORAGE will process the Customer's Personal Data on the following basis:

- the contract: when the Personal Data is required for the performance of the contract;
- the Customer's consent: when the Customer expressly consent to the processing of his Personal Data, on the understanding that the Customer may withdraw his consent at any time;
- METEORAGE's legitimate interest: when the personal data is required for the pursuit of METEORAGE's legitimate interest, for example to ensure the provision of the Services;
- the law: when the Personal Data in order to fulfil statutory (including tax) obligations, METEORAGE may be required by law to process Customer's Personal Data.

10.4 The Personal Data processed by METEORAGE will be used internally and may only be accessed by METEORAGE employees, who are aware that Personal Data are strictly confidential. Furthermore, METEORAGE may also transmit Customer's Personal Data to its sub-contractors that are involved in providing the Services.

METEORAGE will not transmit Personal Data to other third parties or outside the European Union.

10.5 the Customer has a right of access, right to rectification, right to erasure and right to restrict the processing of their Personal Data, providing that he produces appropriate supporting documentation. The Customer also has the right to request the portability of his Personal Data. Exercising these rights could affect the contract services (for example, the installation process needed to use the Services may not be carried out correctly if METEORAGE does not have details of where the Services are to be installed).

In order to exercise these rights relating to the protection of the Personal Data or should the Customer has any questions concerning the processing of Personal Data, he can contact rgpd@meteorage.com. In any case, the Customer has the right to contact the competent data protection authority.

11. Assignment – Intuitu personae

The Customer is not permitted to transfer his rights and obligations arising under these Terms and Conditions to anyone, for any reason or in any form whatsoever without METEORAGE prior written consent.

12. Complaints

Any complaint concerning the number or quality of the Services delivered must be made by the Customer, within ten (10) calendar days from the date of the malfunction attributed to METEORAGE, under penalty of forfeiture of all actions relating hereto This complaint must be addressed to METEORAGE via the subscriber area.

13. Force majeure

METEORAGE shall not be held liable to the Customer for the non-fulfilment or delayed fulfilment of any obligation arising under these Terms and Conditions due to *force majeure*, including, for example, a power cut, fire, bad weather, street demonstration, attack, health crisis or pandemic (on the understanding that this list is not exhaustive), or any other event recognised as a force majeure event by legislation and case law. METEORAGE may terminate the Service in the event of force majeure, in which case the Customer will not be entitled to claim any compensation. METEORAGE will inform the Customer as soon as possible of

any such event. If METEORAGE decides not to terminate the Service, it may suspend the performance of these Terms and Conditions for the duration of the *force majeure* event, in which case the Customer will not be entitled to claim any compensation.

14. Governing law and jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with French law. The competent courts of Pau will have exclusive jurisdiction to hear and decide any dispute that arises out of or in connection with the validity, interpretation or performance of these Terms and Conditions, including in the event of interim proceedings, an additional application, multiple defendants or a third-party joinder.