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FALINWA



## LICENCE CONTRACT CLUEDOO MODULES

Customer

Contractor: CLUEDOO SAS

Reseller: FALINWA FRANCE

Révision: 06-06-2022

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This LICENCE CONTRACT (this “Agreement” or this “Service Contract”), effective as of 1<sup>st</sup> June 2022, is made and entered into by and between:

A. **Customer**

and

B. **CLUEDOO SAS**, a company organized and existing under the law of France, with a registered address located at 8 PLACE ST SERNIN 31000 TOULOUSE, AND WITH LICENSE NUMBER SIREN N°800 649 816, hereinafter the “Contractor”.

C. **Falinwa France**, a company organized and existing under the law of France and with a registered address located at 8 Place St Sernin 31000 Toulouse, hereinafter the “Reseller”.

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide the full package CLuedoo (“Services”) in relation with the CLuedoo Modules (the “Software”) described on CLuedoo.com.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

### Article I. TERMS OF AGREEMENT

Duration of the current agreement will be at least one year, according to the beginning date given in the Agreement. This agreement will be automatically renewed according to the terms defined in this version, except if the Contractor provides at least 30 days before the renewing date a new version of the Agreement or if the Customer provides at least 30 days before the renewing date the contract termination letter.

The term of this Agreement shall commence on the validity date above and shall continue thereafter until terminated in writing by one of the parties, or as provided in below Section Termination.

### Article II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

#### Section 2.01 User

Is defined as User any user account with an active access to the software in write or read mode.

The unactive users or the portal users are not taken into account as Users.

#### Section 2.02 CLuedoo Module

A CLuedoo Module is a specialized group of features available for installation on the customer server, for production or staging environments.

The full list of CLuedoo Modules is available on CLuedoo.com or on the Customer configuration panel.

## Section 2.03 Bug

Is considered a Bug any failure of the Software that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of CLuedoo SAS.

## Article III. CHARGES AND FEES

### Section 3.01 Standard charges

The standard charges for the CLuedoo subscription and the Services are based on the number of Users, the installed Modules, the Software version used by the Customer, and specified in writing at the quotation attached to this Agreement.

When during the Term, the Customer has more Users or more installed Modules than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price (at the beginning of the Term) for the additional Users or Apps, for the remainder of the Term.

### Section 3.02 Renewal charges

Upon renewal as covered in section 1 Term of the Agreement, these charges will increase by up to 5%.

### Section 3.03 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). Customer is responsible for all taxes (except taxes on Contractor's income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use.

### Section 3.04 Payment schedule

Customer will receive invoices based upon the billing/payment schedule contained in the agreement. Invoices are due and payable within seven days (7 days) of Contractor's invoice date. Interest may be charged on all amounts unpaid from the first day of late payment without prior at the annual rate of 10 percent or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

## Article IV. SERVICES

Below services are included in the case of a CLuedoo Subscription and excluded in the case of a CLuedoo One Shot Purchase.

### Section 4.01 Bug fixing services

For the duration of this Agreement, CLuedoo SAS commits to making all reasonable efforts to remedy any Bug of the Software submitted by the Customer through the appropriate channel (typically, CLuedoo SAS's service desk email address or website form), and to start handling such Customer submissions within 2 business days. The Customer understands that Bugs caused by a modification or extension that is not part of the official set of CLuedoo modules will not be covered by this service. As soon as the Bug is fixed an appropriate remedy will be communicated to the



Customer. For Self-Hosting, if the bug has been addressed in a more recent revision of the Covered Version of the Software used by the Customer, the Customer agrees to update its systems to that revision in order to obtain the correction. The Customer will not be asked to upgrade to a more recent Covered Version of the Software as a remedy to a Bug. When a Bug is fixed in any Covered Version, CLuedoo SAS commits to fixing the Bug in all more recent Covered Versions of the Software. Both parties acknowledge that as specified in the license of the Software and in the Limitation of Liability section of this Agreement, CLuedoo SAS cannot be held liable for Bugs in the Software.

## Section 4.02 Upgrade Service for the Modules

For the duration of this Agreement, the Customer can get any used CLuedoo software in the newer version of Odoo.

The migration of CLuedoo modules to the newest release will be done within 6 months after the official release by Odoo SA.

## Article V. CONDITIONS OF SERVICES

### Section 5.01 Customer Obligations

The Customer agrees to:

- pay CLuedoo SAS any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified in the corresponding invoice.
- immediately notify CLuedoo SAS when their actual number of Users or their installed Modules exceed the numbers specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee as described in section Standard charges.
- take all measures necessary to guarantee the unmodified execution of the Modules that verifies the validity of the CLuedoo modules usage.

### Section 5.02 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other parties, Customer, Contractor or Reseller, who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 30 000.00 (thirty thousand euros).

## Article VI. WARRANTIES AND REMEDIES

### Section 6.01 Warranties

For the duration of this Agreement, CLuedoo SAS commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and, for Self-Hosting, that the Software is installed in a suitable operating environment.
- the Customer provides adequate troubleshooting information and, for Self-Hosting, any access that CLuedoo SAS may need to identify, reproduce and address problems.



- all amounts due to CLuedoo SAS or to the Reseller have been paid.

The Customer's sole and exclusive remedy and CLuedoo SAS's only obligation for any breach of this warranty is for CLuedoo SAS to resume the execution of the Services at no additional charge.

## Section 6.02 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. CLuedoo SAS does not warrant that the Software complies with any local or international law or regulations.

## Article VII. LIMITATION OF LIABILITY

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Customer's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought within one (1) year after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise.

## Article VIII. INDEMNIFICATION

Customer shall defend, indemnify, and save Contractor harmless, at Customer's own expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the Deliverables furnished to Contractor hereunder. Should any of the Deliverables furnished to Contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, Customer shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for Contractor the right to continue using Customer's infringing material.

Customer agrees to indemnify and hold Contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with Customer's use of the Deliverables.

## Article IX. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.



## Article X. TERMINATION

Customer reserves the right to terminate a Project in whole or in part, upon forty-five (45) days written notice to Contractor. In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress.
- b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within thirty (30) days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

## Article XI. EXIT STRATEGIES

### Section 11.01 Scenario 1: Bankruptcy of Cluedoo Ltd.

- (a) Code ownership : the ownership of all Cluedoo code will be transferred to the OCA (Odoo Community Association) and will become Open Source.
- (b) Maintenance and Migration : will be assured via any Odoo partner either directly or via maintenance contract with Odoo SA by contacting the client's customer success manager.

### Section 11.02 Scenario 2: End of collaboration with Cluedoo and end of use of Cluedoo modules

- (a) No exit costs.
- (b) Uninstall the code from the production database and delete the modules. The SSL key will be revoked.

### Section 11.03 Scenario 3: End of full package contract, continued use of a list of modules

- (a) Purchase of the modules in « One Shot » mode without maintenance and migration. The price will be equivalent to a subscription of 18 months i.e. between 90 and 540 €. If 30 modules are retained, this will be equivalent to a One Shot cost of approximately 10 000€ for the right to use the modules on the database.



(b) The quotation is available on demand and the monthly subscription prices are published on [cluedoo.com](http://cluedoo.com).

## Article XII. DELAY OR SUSPENSION OF WORK

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

## Article XIII. CONFIDENTIALITY

Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information:

(a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to European laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

## Article XIV. PUBLICITY

Contractor may use Customer's name or mark and identify Customer as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Customer's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.



## Article XV. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

## Article XVI. GENERAL TERMS

### Section 16.01 Laws

This Service Contract shall be deemed to have been made, executed and delivered in French and shall be construed in accordance with the laws of France.

### Section 16.02 Severability and Assignment

The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor's consent.

### Section 16.03 Entire Agreement

This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

### Section 16.04 Counterparts

The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Customer:**

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**Contractor: CLUEDOO SAS**

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**Reseller: Falinwa France**

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## Annexe A : CLuedoo Full Package License Price & Database Complexity Level

First invoice is issued at confirmation of Sales Quotation for the first year.

The first axis of analysis is the number of users on the database. By experience, user number is a good indicator for complexity level but not the only one. Moreover, it's transparent both for the Contractor and the Customer.

The second axis of analysis is the specific budget equivalent, ie the cost of the modules developed for the Customer in a classic specific development environment.

The third axis of analysis is the number of lines of code installed on your production database. There is no limitation on staging/test databases.

These three axes are summarized in below table:

Complexity Level	Criteria 1: Roadmap Eq. Specific Budget	Criteria 2: User Number	Criteria 3: Number of lines of code installed on production	Monthly Price	Annual Price (invoiced & paid once a year)	3 years' price (paid in one time)
0.5	0€	0 - 25	10 000	€ 312.5	€ 3,000	€ 8,100
1	10 000€	26 – 50	20 000	€ 625	€ 6,000	€ 16,200
2	20 000€	51 – 75	30 000	€ 1,250	€ 12,000	€ 32,400
3	30 000€	76 – 100	40 000	€ 1,875	€ 18,000	€ 48,600
4	40 000€	101 – 125	50 000	€ 2,500	€ 24,000	€ 64,800
5	50 000€	126 – 150	60 000	€ 3,125	€ 30,000	€ 81,000
6	60 000€	151 – 175	70 000	€ 3,750	€ 36,000	€ 97,200
7	70 000€	176 – 200	80 000	€ 4,375	€ 42,000	€ 113,400
8	80 000€	201 – 225	90 000	€ 5,000	€ 48,000	€ 129,600
9	90 000€	226 - 250	100 000	€ 5,625	€ 54,000	€ 145,800
10	100 000€	250 - 275	110 000	€ 6,250	€ 60,000	€ 162,000

Formula to compute the complexity level:

$$\text{Complexity Level} = \text{ROUNDUP}(\text{MAX}[(\text{Roadmap Ep. Specific Budget} / 10\,000), \text{MIN}((\text{User Number} / 25), (\text{Number of Cluedoo Lines of Code Installed on Production}) / 10\,000) - 1])$$

### Section 1.01 Customer's Complexity

The complexity level is evaluated, based on the current level of information, the complexity of the business.

This level will have to be adjusted if the customer increases the complexity level of the database and especially the number of users and/or the roadmap of modules.

### Section 1.02 Payment terms

Payment terms: 7 days after invoice date.

### Section 1.03 Renewal Conditions

Automatic, at the same complexity level if there is no scope modification.

## Annexe B : CLuedoo Modules & Database

By default, the current contract gives an access to Cluedoo modules for a defined production database, in the sense of Odoo Enterprise: a database with an Odoo Enterprise subscription code.

Cluedoo will ensure the services described in this contract on the production database designed by the Customer.

Cluedoo modules can be tested on any staging or development environment, without any limitation in terms of users or number of databases.

Customer Cluedoo Roadmap and Roadmap Budget can be given upon request to the Customer at any time.