KITWARE'S GENERAL SALES CONDITIONS
TERMS AND CONDITIONS
(Last update November 20, 2019)

Article 1 – Scope – Contractual Documents

These T&Cs apply in full to any purchase from Kitware by a Customer irrespective of their place of residence or establishment, of a Product and / or Services. These T&Cs define (i) the conditions governing the license to use any Product and (ii) the terms of performance of the Services.

Any modifications to these T&Cs must be made by way of an amendment signed by each Party. No changes can be made to these T&Cs without an amendment signed by the Parties.

Others T&Cs, including those of the Customer, does not bind Kitware, unless written acceptance.

The T&Cs are completed by the Commercial Offer and shall constitute together the "Agreement". In case of contradiction between stipulations of the T&Cs and those of the Commercial Offer, the latter shall prevail.

Article 2 - Definitions

For the purposes hereof, each of the terms below will have the meaning given to it below:

- "**Agreement**" shall have the meaning defined above.
- "**Commercial offer**" means the Commercial offer about Product and / or Services communicated by Kitware with these T&Cs.
- "**Customer**" means professionals or individuals, who order Product and/or Services from Kitware.
- "**Kitware**": a simplified joint-stock company, with a share capital of 87,670,00 Euros, headquartered 06, Cours André Philip, 69100 Villeurbanne, registered with the Lyon Trade and Companies Register under the number 529.409.066, duly represented by Mr. Julien JOMIER, in his capacity as President.
- "**Intellectual Property**" means all patents, trademarks, copyrights, inventions, discoveries, and methods, ideas, hardware, firmware or software, know-how, techniques and other technology owned or possessed by either Party.
- "**Party(ies)**" means Kitware and the Customer or any of them.
- "**Product**" means all software product edited by Kitware, including the visualization software marketed by Kitware.
- "**Purchase order**" means either the Commercial offer from Kitware accepted by the Customer or the purchased order from the Customer referencing to the Commercial offer.
- "**Services**" means any services described in Article 8ordered by Customer to Kitware, as specified in the Agreement.
- "**Support**" means the services described in Article 8.2 below.
- "**Tailored Development**" means the development, settings, configuration, and/or interface or specific development for the purposes of ensuring the Product functions undertaken by Kitware at the Customer's request, as defined precisely in the Commercial Offer.
- "**T&Cs**" means these Terms and Conditions and any amendments to it, which constitute an integral part thereof.
- "**Third Party**" means any public or private legal entity or natural person that is not a Party or a Subsidiary of either Party.
- "**Update**" means any update provided by Kitware to the Product. KITWARE's work and services (Services) shall include the development of computer applications according to CUSTOMER specifications (Deliverables), which are more fully described in the Statement of Work, attached hereto as Exhibit A (SOW).

CHAPTER A – ORDERING AND DELIVERY

Article 3 – Ordering Procedure

3.1   **Commercial Offer -** Kitware submits a Commercial Offer to the Customer based on the Customer's specifications. The Customer guarantees that the specifications transmitted to Kitware contain all of the documents and information required to prepare the Commercial Offer. The Commercial Offer contains the references, specific characteristics and price of the Product and / or Services sold and / or licensed and specific conditions to perform the Services.

The Purchase Order cannot modify the content of the Commercial Offer without prior Kitware's express, prior consent. A Purchase Order signed by the Customer constitutes a final binding order.

Each Purchase Order is concluded with the Customer in person and cannot be transferred without Kitware's prior, written consent. All Purchase Orders are firm and final and cannot be cancelled without Kitware's prior consent. Failing this, Kitware reserves the right to claim damages and to keep any down payments already made by way of compensation.

3.2   **Exclusion of the right of withdrawal -** In case of Customer qualifying as consumers according to the French Consumer Code, by application of section L221-28 1 of said Code, the right of withdrawal cannot be exercised for digital services without hardware allowing the Customer to access the Product immediately.

Under the same conditions as above, the right of withdrawal cannot be exercised for customized products. Accordingly, no right of withdrawal is therefore provided.

The Customer qualifying as consumers according to the French Consumer Code can expressly waive his right of withdrawal by checking the box provided in the Commercial Offer.

Article 4 – Delivery Procedures

4.1   Delivery deadlines specified in the Agreement are indicative only.

4.2   When a Product license is purchased by the Customer, Kitware organises the delivery of the Product and sends emails and provides login and passwords in order to allow the downloading of the Product by the Customer. The provision of login and passwords to upload the Product shall be considered as the delivery of the Product by Customer.

It is the responsibility of the Customer to organize itself in order to download the Product in due time.

4.3   Regarding Services: Commercial Offer indicates the period and / or the calendar for provision of the Services by Kitware. The Parties may also agree by any written means to provide the Services at a different period and / or under a different calendar.

In case of Training, delivery is considered when Kitware has performed the Training.

In case of Services in relation to Tailored Developments, the delivery of the Tailored Developments shall be subject to a written acceptation by the Customer as follow:
- Delivery by Kitware,
- Tests by Customer within ten (10) business days to confirm the conformity of the Tailored Developments with the Agreement. If the Customer does not confirm to Kitware the conformity within ten (10) business days by sending the certificate of acceptance, the Tailored Developments will be considered by KITWARE as being accepted by the Customer,
- In case of conformity the certificate of acceptance provided by Kitware shall be signed by Customer,
- In case of non-conformity or in case the Customer express any reservation it may have, the Parties shall meet to determine the next steps to implement in order to have conform Tailored Developments.

CHAPTER B – CONDITIONS OF USE OF THE PRODUCT

Article 5 – Customer's Obligations Regarding the Product

To ensure the satisfactory performance of the Agreement, Customer covenants to prepare the technical environment and the information needed for the Product to be used in accordance with its specifications. Customer is solely responsible for its use of the Product and the data it processes, particularly the use of the results performed with the Product and the decisions made using these results.

Article 6 – Open Source License to Use the Product – Intellectual Property

6.1   **Open Source License -** Kitware grants the Customer an open source, non-exclusive, transferable license allowing it to use the Product in accordance with the open source license identified in the Commercial Offer for the duration of their protection under author's right according to applicable law.

6.2   Kitware owns all of the Intellectual Property rights pertaining to the Product and/or holds all rights necessary to grant Customer the rights to the Product described herein.

The license to use the Product granted does not result in the transfer of any rights to the Product whatsoever other than a licence to use the Product as defined herein.

This Agreement does not, under any circumstances, constitute a transfer of the all or part of the Product to Customer or to a Third Party, regardless of the media, format, or manner in which the Product is made available.

6.3   Any Tailored Developments in relation to the following, and otherwise explicitly specified, open source Products, are owned by Kitware (including Intellectual Property Rights pertaining thereto):
1.   The Visualization Toolkit (VTK)
2.   The Insight Segmentation and Registration Toolkit (ITK)
3.   CMake
4.   CDash
5.   ActiViz
6.   ParaView
7.   ParaViewWeb
8.   ParaView Glance
9.   VeloView
10.   LidarView
11.   KWIVER
12.   MapTk

13.   VTK.JS

In such case, the Tailored Developments shall be under the same open source license as the Product to which they relate.

The Customer shall be the owner of all other Tailored Developments provided by Kitware under this Agreement than the ones mentioned above. In the case Kitware provides free updates to said Tailored Developments, these updates shall however remain the exclusive property of Kitware.

The Customer may decide via email communication with Kitware to contribute such extensions to an open source Product hosted by Kitware. Even if the Customer wishes to contribute a developed feature to an open source Product, the final decision on whether or not the feature is added to the Product rests with Kitware and whatever committee or board governs such decisions for each open source Product.

6.4   Even in the cases where the open source license authorises an access to source code to the Customer, the latter acquires no proprietary rights to the source code of the Product and/or Tailored Developments.

6.5   Any Product documentation that Kitware might provide is and will remain the sole exclusive property of Kitware. Customer covenants to not reproduce any such documentation without prior written consent from Kitware.

6.6   Customer covenants to respect and apply in all cases the terms and conditions of the open source license applicable to the Product covered by this Agreement.

Article 7 - Warranties

The warranties that Kitware represents and warrants with regard to the Product are mentioned in the open source license applicable to the Product covered by this Agreement.

CHAPTER C – TERMS OF PERFORMANCES OF THE SERVICES

Article 8 – Terms of Provision of the Services

8.1   The Services shall be ordered by Customer in accordance with Article 3 in the event the Customer wishes to benefit from them as precisely described in the Purchase Order.

These Services may include:
- Support
- Tailored Developments
- Training on Product.

Kitware provides the Services in its own facilities. However, Kitware's technicians may occasionally travel to Customer's facilities. Any travel to other city, region, or country may be subject to separate additional charges to be invoiced by Kitware to Customer once the Customer has approved such additional costs.

8.2   **Support -** The Services shall include a number of hours of Support to be used for a determined period: the number of hours and the period are determined in the Commercial Offer. All unused Support hours are forfeited after this period. Customer may at any time order additional Support hours through a dedicated Purchase Order that shall be considered as covered by the Agreement. In such case, the fee for Support shall be negotiated between the Parties.

The Customer shall communicate any Tailored Development requests, technical questions and anomalies to the Kitware support team via email sent to support@kitware.fr or any direct email as communicated.

The Kitware support team shall respond to the Customer's request within two (2) business days with either a solution or, in the case of complex issues or lengthy development, an estimate of the completion date.

The Customer may request a meeting at a location of the Customer's choosing. Kitware will work with the Customer to schedule the meeting at a mutually agreeable time. Kitware will provide the Customer with an estimate in advance of travel costs, including estimates for transportation, lodging, meals, and Support hours required to cover the meeting preparation time, travel time, and meeting time . The Customer must ensure that the Customer's balance of hours on Support is sufficient to cover the required hours before Kitware will confirm the meeting.

Kitware will invoice the Customer for actual travel costs once the trip has concluded as mentioned in Article 9.

8.3   **Update -** Kitware shall provide free Updates to the Product as long as the Support Services have been purchased and paid by Customer.

Customer is entitled to choose whether or not to activate them.

8.4   **Tailored Developments -** In the event the Customer has ordered Tailored Developments to Kitware, the Commercial Offer shall indicate the specifications, objectives and calendar.

Delivery procedure of Article 4.3. shall apply.

If the event Support has been purchased by Customer, Tailored Developments may be included in the scope of Support Services, as agreed by the Parties from time to time.

8.5   **Training** - In the event the Customer has ordered Training Services to Kitware: the Parties shall have agreed on the duration, content, number of participants, location, price and additional costs for such Training.
The Commercial Offer shall indicate if Training material need to be drafted by Kitware. In such case, the Training materials delivered by Kitware to the Customer shall only be used by the Customer internally. The Customer shall have no right to reproduce, adapt, modify, translate, diffuse externally and / or commercially exploit the Training materials without prior written authorisation from Kitware. Moreover, Kitware reserves its right to be financially compensated for any additional use of the Training materials by Customer.

Article 9 – Undertakings from Customer

The Customer agrees that its personnel will respond in a timely manner to inquiries from Kitware employees relative to the Services to be performed.
Moreover, the Customer undertakes to provide any information that will allow Kitware to perform the Services.
Notably it shall send to Kitware clear description of the anomalies it has noticed on the Product.
Customer shall take all necessary measures to protect the Product from external intrusion and from degradation, computer viruses and contamination. It shall notably keep its login and password confidential at all times.
As to Support, it shall : log all events likely to affect the operation of the Product and send all this information to Kitware during the Support; receive deliveries of, approve, accept and / or receive Services to the extend provided in the Agreement and with sufficient speed so as to enable Kitware to respect its own deadlines.

Article 10 – Undertakings from Kitware

Kitware represents that it will provide the Services in good faith and use its best efforts to complete the Services in accordance with the Agreement. Kitware shall perform its obligations as a professional in its area of expertise and in accordance with industry best practice and applicable laws and regulations. Kitware generally assumes an obligation to provided expert advice and information during the performance of the Services.
Kitware represents it shall have appropriate agreements with its employees to enable it to comply with its obligations regarding the conditions of performance of the Services.
In the event that a Kitware employee providing the Services is unable to complete the task (for example, due to sickness or resignation from Kitware), Kitware shall use its best efforts to provide another employee of similar experience to fulfil the tasks to be performed under the Services.

CHAPTER D – FINANCIAL CONDITIONS

Article 11

11.1   **Invoicing and Payment -** Unless the Parties agree otherwise, Customer covenants to pay, when invoiced:
- any price stipulated in the Agreement for the provision of Product and / or Services;
- any travel costs incurred by Kitware for the purpose of executing the Services (invoiced for actual costs); and
- if the Product is used in conditions that are not permitted under the Agreement, any additional cost incurred as a result of such unauthorised use.
Invoicing shall be as follow, except otherwise agreed by the Parties in the Commercial Offer:
- Price for Product shall be invoiced at time of Purchase Order,
- Fee for Support shall be invoiced in advance at time of Purchase Order,
- Fee for Training and Tailored Developments shall be invoiced:
  o 40% at time the Purchase Order is transmitted,
  o 60% at time of delivery by Kitware
Customer is responsible for payment of all applicable taxes.
All amounts owed to Kitware are due and payable thirty (30) days from the date of the invoice.

11.2   **Late Payment -** In the event of late payment, a penalty of three (3) times the legal interest rate in force in France will automatically be applied to any past-due amounts owed by Customer without any prior notice being required. This penalty is calculated as of the first date following the payment due date. Pursuant to articles L441-6 I, Par. 12 and D441-5 of the French Commercial Code, in the event of late payment, Customer will automatically be charged a fixed debt-collection fee of forty (40) euros.
All invoices issued by Kitware, sent to Customer, must mention the following:
- the applicable VAT rate. VAT will be applied at the rate prescribed by applicable law;
- the reference information for the Purchase Order number.

11.3   **Suspension for Non-Payment -** In the event of late payment, regardless of whether Customer has no history of late payment, and without prejudice to any legal action for damages and/or compensation to which Kitware might be entitled, Kitware reserves the right to suspend performance of the Services or any obligation under this Agreement if, fifteen (15) days after sending formal notice to Customer, Customer does not pay the past-due amounts.

11.4 **Termination of the Agreement for Non-Payment -** In the event of late payment, regardless of whether Customer has no history of late payment, and without prejudice to any legal action for damages and/or compensation to which Kitware might be entitled, Kitware reserves the right to terminate their relationship for non-performance at the fault of Customer if, fifteen (15) days after sending formal notice to Customer a second time, Customer does not pay the past-due amounts.

Article 12 – Limitation of Liability – Force Majeure - Insurance

12.1 Liability

12.1.1 **Kitware**

Any result from the Services and / or the Product, and related documentation, are provided "AS IS", "WITH ALL FAULTS," without warranty of any kind. The warranties set forth herein are exclusive warranties and are in lieu of all other representations or warranties, express or implied, statutory or otherwise. Kitware specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

12.1.2 **Customer**

Customer expressly acknowledges and agrees that Customer's use of Services performed under this Agreement and / or Product delivered under this Agreement is at the Customer's sole risk. Customer shall organize the backups of its data used with the Products, at all times.

Customer expressly acknowledges and agrees that, to the extent permitted by law, the use of the Product(s) is at its own risk and that the all risk and liability relating to quality, performance, accuracy, and satisfactory handling is incumbent on Customer.

Customer shall defend, indemnify and hold harmless Kitware from and against any claim, demand, suit, proceeding, damage, cost and expense, including, without limitation, attorneys' fees, that arise or result from the use or distribution of the Customer's products with any Services performed under this Agreement and / or any Product provided under this Agreement, embedded in such products.

12.2 **Limitation of Liability** - Kitware will be only be liable for direct harm of any kind caused to Customer and its employees by itself, its agents, or its suppliers. If Kitware is held liable, Kitware's liability will be limited to the total amount paid by Customer for the Service(s) and / or the Product(s) concerned by the damages in accordance with this Agreement. However, this financial limitation of liability does not apply in cases of fraud or bodily injury or in case the Customer is a consumer as defined by the French Consumer Code.

Except where it is prohibited by law, Kitware can under no circumstance be held liable to Customer or a third party, for any reason whatsoever, for any indirect harm or damage of any nature, including any data loss, commercial loss, loss of earnings or profit, loss of goodwill, or loss of opportunity related to or arising as a result of the Product and / or the Services, or the operation of the Product, even if Kitware has been advised of the possibility of such loss, harm, or damage.

12.3 **Force Majeure**

If a force majeure event occurs, the affected Party must immediately notify the other Party, within five (5) days of the occurrence of the event, by registered letter with proof of delivery. The affected Party will then be exempted from performing its obligations for the duration of the force majeure event. However, if the force majeure event lasts more than thirty (30) days, the Parties may agree to terminate their relationship.

Force majeure events will include, in addition to those traditionally allowed by case law, war and civil or labour unrest.

12.4 **Insurance**

Kitware represents that it has taken out insurance policies covering its liability for all risks related to the performance of the Services and / or to the delivery of the Product.

Kitware covenants to maintain an insurance policy with substantially comparable coverage to the initial certificate of insurance it provides, and to immediately inform Customer of any meaningful change in this regard.

Upon request, Kitware will provide a certificate detailing the nature of the risks covered and the associated amount of coverage, as well as all relevant proof regarding payment of its premiums.

The fact that Kitware possesses an insurance policy as described above in no way excludes its liability, particularly with regard to damage that is not covered by, or exceeds the amount covered by, this insurance.

Article 13 – Termination

13.1 **Termination -** Either Party may terminate the Agreement at any time by giving to the other 30-day notice. In such case:

- If Services are being under performance, Kitware shall finalize the performance of the Services that have been fully paid by the Customer,
- Customer shall pay any and all Service(s) already performed by Kitware at the time of termination.

13.2 **Termination for cause** - Without prejudice to other damages that it might seek, in the event of serious or repeated violations of either Party's obligations, the Party harmed by these violations will describe the violations in a registered letter with proof of delivery, thereby formally notifying the other Party to take any action needed to remedy the situation; in the context of this notice, the other Party must be explicitly notified of the Party's intent avail itself of this article to terminate the order if no remedy is made.

The Party to whom formal notice is sent must respond to this letter within no more than thirty (30) calendar days and must clearly specify the resources (staff assigned to performance, control, equipment, etc.) that it will set up to remedy the situation and thereby comply with its obligations.

If, within two (2) weeks of sending this reply, the situation has not been remedied, the Party harmed by the situation may, if it deems necessary, notify the other Party, via another registered letter with proof of delivery, of its decision to terminate the order.

13.3 **Addition Effects of Termination** - In case of termination, regardless of the reason for termination, Customer covenants to:
- immediately cease using the Product and / or Tailored Development, and remove access to them from its computer systems, in the event the license to the Product has a definite period of validity;
- immediately return any copies of documentation to Kitware;
- immediately cease to use the Services.

Article 14 – Intellectual Property Rights

Except as specifically provided otherwise in these T&Cs:
- each Party shall retain all right, title, and interest in their respective Intellectual Property that has been or is developed separately by such Party. Neither Party shall have or acquire rights in the other Party's separately developed Intellectual Property except as specifically provided for in these T&Cs.
- all Intellectual Property made, created, developed, written, conceived, or first reduced to practice solely by personnel of the Customer or its affiliates as a result of work performed pursuant to this Agreement shall be owned exclusively by the Customer.

Article 15 – Confidentiality

The Parties agree not to permit access to or to disclose the other party's Proprietary Information except to its authorized employees, contractors and personnel of affiliated companies with a need to know and agree to be subject to the same or similar terms as contained in the Agreement. Kitware will only use Proprietary Information received from the Customer for the specific purpose of performing its duties for the sole benefit of the Customer as described in the Agreement. "Proprietary Information" may include but not be limited to: business plans, marketing plans, and operational financial or personnel information, project/product/service concepts, illustrations, architectures, specifications, designs prototypes, and/or processes; computer programs, models, drawings and/or architectures; affiliations, associations and/or agreements with other Parties.

If the disclosing Party claims that Information furnished is proprietary, the receiving Party agrees to preserve and protect such Proprietary Information from disclosure, inadvertent or otherwise, to any person or persons, through an exercise of care equivalent to the degree of care it uses to preserve and protect its own Proprietary Information and, in any event, with no less than a reasonable standard of care for protection. The foregoing restriction shall not apply to any portion of the information that:

1. Is or becomes part of the public domain without breach of this Agreement;
2. Is subsequently received from a Third Party who did not obtain or disclose it in violations of any rights of the disclosing Party;
3. Is already known to a party as evidenced by tangible documentation;
4. Was independently developed by the receiving Party without resort to the Information disclosed hereunder;
5. Was disclosed in a non-written form and was not identified as proprietary at the time of disclosure and/or was not reduced to written form in accordance with the terms herein;
6. The receiving Party is compelled to disclose pursuant to a judicial order issued by a court of competent jurisdiction to which the receiving Party shall provide formal notice to the disclosing Party, and all reasonable assistance in opposing such disclosure order.

Proprietary Information may be disclosed in either a verbal or a tangible form; and shall, if disclosed verbally be identified as proprietary and confidential in nature; and shall, if disclosed in writing, be conspicuously marked as being "Proprietary", "Confidential" or by any other appropriate legend clearly indicating the proprietary nature of the information. All Proprietary Information is and shall remain the property of the disclosing Party. All Proprietary Information, and any copies thereof, shall be promptly returned to the disclosing party upon termination of this Agreement or written demand of the disclosing Party. Termination shall not, however, affect the rights and obligations contained herein with respect to Proprietary Information supplied hereunder prior to termination. Such restriction on

disclosure shall apply from the time of receipt of said Proprietary Information through a period of five (5) years after termination of this Agreement

Article 16 – Miscellaneous

16.1   **Notice -** Any notification must be sent by registered letter with proof of delivery sent to Kitware at the following address: Kitware SAS, 06, Cours André Philip, 69100 Villeurbanne.

16.2   **Proof -** Under the Agreement, the Parties agree to acknowledge their electronic communication (emails) as having the same evidentiary weight as written communication and agree that their content should be presumed to be complete and authentic so long as no proof of alteration is provided.

16.3   **Transfer and assignment -** Neither Party shall assign all or part of its right, title, or interest owed or to be owed without the express written consent of the other Party.
However, Kitware may subcontract all or part of its obligations without prior authorisation from the Customer.
In any event, Kitware will continue to remain the contractor responsible for the performance the obligations, whether or not it subcontracts services. As such, Kitware will remain solely liable to Customer for the performance of the obligations.

16.4   **Kitware Personnel – Non-Solicitation of Personnel -** Kitware undertakes to ensure that its employees and subcontractors comply with Customer's internal workplace rules when they are present in Customer's facilities or travelling on behalf of Customer, including health and safety rules.
The Parties agree that the assistance provided by Kitware or its subcontractors will not result in any transfer of supervisory and disciplinary authority to Customer with regard to the personnel working for Kitware or its subcontractor(s), who exclusively retain this authority.
Customer covenants that it will not, without prior consent from Kitware, directly or indirectly offer employment to a Kitware employee who has participated in the performance of the obligation, or hire any such employee, under any status whatsoever.
This covenant will remain valid for a period of twelve (12) months from the date on which the employee worked at Customer's facilities or on behalf of Customer.
If Customer breaches this covenant, it shall compensate Kitware by paying compensation equal to the gross compensation that the employee would have received during twelve (12) months prior to his or her departure.

16.5   **Severability -** If any of the terms of the T&Cs is held to be invalid, illegal, or unenforceable as a result of a legal provision or court judgement, it will be deemed not to have been part of the T&Cs, but will not result in the invalidity of the remaining terms.

16.6   **Titles -** The titles of articles, paragraphs, and Exhibits are only provided for convenience and for the sake of information. They cannot be taken into account in the interpretation of the T&Cs.

16.7   **Relationship Between the Parties -** The Parties do not wish to enter into a relationship of subordination, nor do they intend to form a de facto or legally registered company or association. Neither Party undertakes, under the Agreement or on any other basis, to assume any legal or contractual obligation incumbent on the other Party, or to interfere with the business of the other Party.

16.8   **No Waiver -** Either Party's failure to avail itself of a right, or delays in doing so, may in no way be construed as a waiver thereof. Failure on the part of either Party to require the other Party to perform its obligations, or to raise the issue of non-performance by the other Party, may not in any way be construed as a waiver of the Party's right to do so in the future.

Article 17 – Dispute Resolution

The Agreement is governed by the laws of France, regardless of Customer's country of citizenship and/or regardless of whether the Agreement is performed, in whole or in part, in another country.
If an amicable agreement cannot be reached between the Parties following an unsuccessful attempt at mediation, the dispute will be submitted to the exclusive jurisdiction of the courts of Lyon, France.
In accordance with EU Regulation n°524/2013, any non-professional Customer may also use the European online dispute resolution platform, at any time: webgate.ec.europa.eu.

Article 18 – Ethics and Compliance

Kitware undertakes to comply with legal and regulatory provisions in force regarding the fight against corruption and money laundering. Notwithstanding any clause to the contrary, and without prejudice to the provisions of the above article, if Kitware is fined or prosecuted for non-compliance with said legal and regulatory provisions regarding the fight against corruption and money laundering, the Parties expressly agree that Customer will be entitled to suspend and/or terminate all or part of the Agreement, subject to reasonable advance notice.

Article 19 – Personal Data

"Controller", "Processing" and "Processor" shall have the same meaning as in General Data Protection Regulation (UE) 2016/679 on the protection of individuals with regards to the processing of personal data on the free movement of such data (known as "GDPR").

19.1 Kitware shall collect and proceed personal data from Customer's employees (hereafter "Data Subject") for its own purpose, such as support execution, business process execution, business development and internal management.

- Personal Data means any information relating to an identifiable Data Subject, such as name, email address, postal address, telephone number, profession, name of the employer.

- Kitware is deemed to be the Controller of such data and is responsible for meeting the legal requirements.

- As the Controller, Kitware represents that any Processing of Personal Data shall be carried out in accordance with the GDPR.

19.2 The Customer represents that the consent of each Data Subject has been given by a clear affirmative act establishing a freely given, specific, informed and unambiguous indication of the Data Subject's agreement to the Processing of Personal Data relating to him or her, such as by a written statement.

Consent has been given for all processing activities carried out for multiple purposes.

The Customer represents that Data Subject shall be made aware of risks, rules, safeguards and rights in relation to the Processing of Personal Data and how to exercise their rights in relation to such Processing. It represents that the information in relation to the Processing of Personal Data relating to the Data Subject has been given to him or her at the time of collection from the Data Subject and that the Personal Data will be disclosed to Kitware. All the information defined in Article 13 of the GPDR have been provided to the Data Subject.

19.3 Kitware shall implement appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed.

The Personal Data are storage only for the necessary period and their accessibility is restricted.

19.4 Kitware is bound by binding corporate rules ("CTT"). Where Processing is to be carried out on behalf Kitware, Kitware use only Processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the Data Subject. Such Processors are bound by CTT.

The Processor shall not engage another Processor without prior specific or general written authorization of Kitware.

Where a Processor engages another Processor for carrying out specific processing activities on behalf of Kitware, the same data protection obligations as set out in the contract or other legal act between the Controller and the Processor as referred to in paragraph 3 of article 28 of GDPR providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other Processor fails to fulfil its data protection obligations, the initial Processor shall remain fully liable to Kitware for the performance of that other processor's obligations.

Kitware shall provide modalities for facilitating the exercise of the Data Subject's rights under the GPDR including mechanism to request and obtain access and rectification or erasure of Personal Data and the exercise of the right to object. The email address to exercise the rights of the Data Subject is: kiware@kitware.fr.