

GENERAL CONDITIONS OF USE : CARTESIAM NANOEDGE™ AI STUDIO

1 DEFINITIONS

"Account" means the personal space specific to each User, allowing him/her to access the Software;

"License".

"Cartesiam" is the company that has developed the Software, Cartesiam SAS is a French company located at 9 Boulevard de Strasbourg, 83000 TOULON, France and registered under the number 822 070 876 00021 RCS TOULON.

"General Terms of Use" means the present general terms and conditions of use the Software and the Libraries that the User must accept before installing and using the Software and which form an integral part of the License;

"Free" means the Software in its free version.

"Library" means the algorithm developed by Cartesiam, compiled and integrated into a microcontroller program for the purpose of prototyping.

"License" means the time limited, non-transferable, non-assignable, and non-exclusive right to use NanoEdge AI Studio and Libraries granted to the Customer and hereof authorizing the User to use the Software to generate Machine Learning Libraries for prototyping purposes.

"License Key" means the associated computer key valid for one License.

"Party" or "Parties" means Cartesiam and/or the User, individually or collectively.

"Pro" means the Software in its paying version.

"Software" refers to the NanoEdge AI STUDIO software made available to the User by Cartesiam, with its components and associated documentation in computer version.

"User" means any individual who uses the Software and the Libraries, in Pro or Free version, under the License and according to the present terms.

"Website" means the website <http://www.cartesiam.ai/> from which the User can download the Software.

2. NANOEDGE AI STUDIO SOFTWARE

Cartesiam has designed and developed NanoEdge AI STUDIO, a software program that aims to help select the best library from among the embedded Artificial Intelligence libraries created by Cartesiam and that simulates the behavior of algorithms with user datasets.

3 OBJECT, ACCEPTANCE AND MODIFICATION OF THE NANOEDGE AI SOFTWARE GENERAL TERMS OF USE

The purpose of these General Terms of Use is to define the conditions under which Cartesiam grants the User the right to use the Software, the Libraries and the related documentation.

The User declares that he/she has read and accepts the conditions of use of the said General Terms of Use by checking the accept button before downloading the software.

The Use of the Software and the Libraries by the User constitutes full and complete acceptance, without restriction or reservation, by the User of the License to which the General Terms of Use are an integral part.

These General Terms of Use are accessible at any time on demand to support@cartesiam.com or directly downloadable and printable from www.cartesiam.ai

Cartesiam reserves the right to modify these General Terms of Use at any time. These General Terms of Use are applicable during the entire time period of the License subscribed by the Customer.

4. DELIVERY AND INSTALLATION OF THE SOFTWARE

Cartesiam will give the User access to the Software consisting of the programs, and its documentation, by means of downloading from the User's workstation.

The installation of the Software will be carried out by User under his own responsibility, in accordance with the instructions provided on request by Cartesiam. Cartesiam is not liable for installation delays resulting from the lack of availability of the User's computing equipments.

The installation shall be deemed to have been carried out as soon as the Software is physically installed on the User's hardware.

For users of the Pro version of the Software, the libraries will be available for downloads from their account on Cartesiam's web site.

5 WARRANTY AND SUPPORT

Cartesiam ensures the availability and continuity of the Software, and makes no warranty other than those expressly provided for in the License. Updates to the Software will be offered to the User when connected to the Internet. The User shall be free to accept them or not. In the event of refusal, Cartesiam cannot guarantee the stability of the Software's operation.

During the period of the license, Cartesiam will provide support to the User to answer his questions concerning installation and usage hereby defined via email at support@cartesiam.com.

In the event of malfunction of the Software, Cartesiam may, at its sole discretion, correct the anomaly or replace the Software.

6 USE OF THE SOFTWARE

The Software is intended for developers who wish to create projects based on "machine learning" embedded on a microcontroller.

Upon initial creation of a User Account, a Free License Key will be provided to the User. This Key entitles the User to use the Software and allow the User to pre select and download libraries for prototyping purposes only. The License to use the Downloaded Libraries is strictly limited to the sole use of prototypes of the User's products to the exclusion of any production use.

7 SCOPE OF THE LICENSE

Cartesiam grants the User a personal, limited, non-transferable, non-assignable and non-exclusive right to use the Software and Libraries exclusively for via its Account, to the exclusion of any other use and any commercial exploitation.

The Libraries resulting from the use of NanoEdge AI Studio are exclusively reserved for the prototyping needs of its own products or those developed within the framework of its design activity.

For the use of the Libraries for purposes other than prototyping, the User must either subscribe a "Production Library" License from Cartesiam, which is governed by a separate contract, or ensure that the end customer on whose behalf the User has selected a library subscribes the same "Production Library" license from Cartesiam.

8 COMMITMENTS OF THE USER

Subject to provision of articles 6 and 7 above, the User agrees not to market, rent, sell, sub-license, assign or transfer, in any manner whatsoever, the Software generated, to its own customers or to third parties, Cartesiam declining any liability if the User makes the Software available to its own customers or to third parties

The User further agrees to:

- declare complete and accurate information on the form to be filled in when subscribing to the License, and to update it without delay in case of change at support@cartesiam.com ;
- not to use the Software for fraudulent purposes or purposes not provided for in the License;
- do not impersonate or attempt to log into an account other than your own Account;
- not to engage in system analysis that could be considered as reverse engineering or any other operation or manipulation that infringes Cartesiam's intellectual and industrial property rights over the Software and the Libraries;
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In the event that the User fails to comply with its obligations under the License and the General Terms of Use, Cartesiam shall be entitled to close its Account without delay and terminate the License in accordance with Article 13 ("Termination for Breach"), without prejudice to any damages that it may be entitled to claim, as well as any possible criminal proceedings against the User.

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Cartesiam is subject to an obligation of means to the exclusion of all others. It guarantees the compliance of the Software with the specifications described in its documentation.

The User alone assumes all responsibilities other than that of compliance of the Software with the specifications described in Cartesiam's documentation and, in particular, those relating to the operation of the Software, its Libraries and the qualification and competence of its personnel.

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Cartesiam shall not be held liable in the event of poor execution of the Software caused by incorrect or erroneous information or information that has not been updated by the User.

Likewise, the User shall be solely responsible for any malfunctions and damage caused by any modification of the Software and Libraries, even if minimal, made with or without the authorization of Cartesiam.

The User is responsible for saving and protecting its own data recorded and results obtained while using the Software.

Furthermore, the User is solely responsible for the compliance of the use of the Software with legislation. It is up to the User to develop operating procedures and to set up the appropriate control points and security mechanisms to safeguard and restore data in the event of anomalies in the running of the programs.

It is expressly agreed that any action brought against the User by a third party is considered to be indirect damage, and therefore does not entitle the User to any compensation from Cartesiam.

10 INTELLECTUAL PROPERTY

The Software and its documentation, the Libraries issued from the Software remain the exclusive property of Cartesiam.

The User agrees to respect and not to remove or alter the property notices appearing on the Software, the libraries and its documentation.

The User shall refrain from directly or indirectly infringing Cartesiam's intellectual property rights over the Software and the Libraries generated by the latter, by any means whatsoever.

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- Making available, to distribute to third parties or to provide to anyone else the Software, the Libraries offered by the latter as well as any copy, by any means and in any form whatsoever;
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- Modifying, altering, revising or decompiling the Software for any purpose whatsoever;
- Disclosing the contents of the Software without the prior written consent of Cartesiam;
- Using its passwords and/or IDs for purposes other than their strict authentication purpose. In this respect, the User must not, without this list being exhaustive, communicate, disseminate, share, make accessible, in any way whatsoever, its identification elements to third parties;
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Cartesiam is authorized to carry out, at any time and without prior notice, a check on the use made by the User of the Software and the Libraries, in order to verify compliance with the License granted to it and to intervene on the Software and the Libraries generated by the latter, in particular in order to correct any errors. The User therefore formally refrains from intervening or having a third party intervene on the Software or the Libraries generated by the latter.

11 BACKUP COPY

The User may only make such backup copies as are necessary for his operation, as a security measure. These copies shall remain the property of Cartesiam and must be the subject of an inventory accessible to Cartesiam.

12 CONFIDENTIALITY

The User agrees to treat as strictly confidential all information, of any nature whatsoever and on any medium whatsoever, transmitted by Cartesiam, in connection with the use of the Software, and the libraries, including, without restriction, any technical or commercial information relating to the Software, the content of the License, the present General Terms of Use or Cartesiam. This information is confidential and, as such, constitutes trade secrets. (Hereinafter the "Confidential Information(s)").

The User agrees for the duration of the License :

- (i) to keep strictly confidential the Confidential Information received from Cartesiam under the License;
- (ii) except with Cartesiam's consent, not to use the Confidential Information for any purpose other than for the purposes of using the Software, or for commercial and competitive reasons that may be harmful to Cartesiam;
- (iii) not to transmit, disclose, sell, publish directly or indirectly the Confidential Information by any means and in particular by written, verbal or electronic means, without having obtained the express prior written consent of Cartesiam, or except if this information is in the public domain or if its disclosure is required by a legislative or regulatory text or by an administrative or judicial authority;
- (iv) to immediately return or destroy, upon request by Cartesiam, the Confidential Information transmitted under the License.

In particular, the User agrees not to reveal or provide to any third party and in particular to a competitor of Cartesiam any Confidential Information relating to the Software, its documentation or information obtained from the Software and the Libraries.

In general, the User undertakes that all of its employees shall comply with the terms of the License and in particular shall not disclose or communicate under any circumstances the Confidential Information, and guarantees Cartesiam against any violation thereof by them. The User shall be solely liable to Cartesiam for any acts committed by its employees in violation of the terms of the License and the General Terms and Conditions of Use which form an integral part thereof.

The commitments entered into by the User under the present article shall survive the termination of the License for a period of five (5) years from the end of the License for any reason whatsoever.

13 TERMINATION FOR BREACH

In the event of failure by the User to comply with one of the following essential obligations:

- Compliance with the provisions of the article "Object, acceptance and modification of the Nanoedge AI Software General Terms of Use";
- Compliance with the obligations relating to the use of the Software and the Libraries selected by the User and referred to in articles "Use of the Software" and "Scope of the License";
- Compliance with the commitments referred to in the article "Commitments of the User";
- Compliance with Cartesiam's intellectual property rights and in particular with the provisions of the article "Intellectual Property";
- Compliance with the confidentiality obligations referred to in the article "Confidentiality";

Termination shall take effect one (1) month after receipt of a formal notice sent by registered letter with acknowledgement of receipt, reminding of the breach and requesting that it be remedied, which has remained without effect.

14 TERMINATION OF THE LICENSE

In the event of termination of the License, for any reason whatsoever, the User agrees (i) to immediately cease all use of the Software, (ii) to uninstall the Software within five (5) days from the termination of all of (their) workstations and equipment (and to justify this uninstallation), (iii) if applicable, to return any partial or total copy of this Software and any documentation in its possession within five (5) business days of termination.

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16 GENERAL

16.1. TOLERANCE

The fact that Cartesiam does not take advantage of a breach by the User of any of its obligations under the present General Terms of Use shall not be considered as a renunciation by Cartesiam of the obligation in question in the future, and shall not be considered as a waiver by Cartesiam of any such obligation.

16.2 PARTIAL NULLITY

If one or more provisions of the present General Terms of Use are held to be invalid or declared invalid pursuant to any law, regulation or final decision of a competent court, they shall be deemed unwritten and the remaining provisions shall remain in full force and effect, provided that the overall balance is not altered.

16.3 ATTRIBUTION OF JURISDICTION

The present General Terms of Use is governed by the French laws

Any disagreement between the parties related to the termination, interpretation, validity and execution of these general conditions of use will be brought exclusively to the courts located in Toulon, Var.