

# GENERAL TERMS AND CONDITIONS OF SALE

Obscura® Software – L'Observatoire de la Nuit SAS

Version 2.0 –02 June 2026

These General Terms and Conditions of Sale (hereinafter the "Terms") govern the relationship between L'Observatoire de la Nuit, a simplified joint-stock company (société par actions simplifiée) incorporated under French law with a share capital of €2,000, registered with the Nantes Trade and Companies Register under number 897 607 537, with its registered office at 1 place de la Petite Hollande, 44000 Nantes, France (the "Provider"), and its professional clients wishing to access the products and services supplied by the Provider (the "Clients"). The Provider and the Clients may each be referred to individually as a "Party" or collectively as the "Parties".

These Terms apply by operation of law to all orders placed by Clients for the following products: the licensing and/or installation of software, features, databases, or any development in any form, owned by or licensed to the Provider and supplied under these Terms; the making available and the Usage Rights of the real-time lighting simulation software, combining physical and perceptual light phenomena, made available to the Client in on-premise mode via local installation on the Client's workstation, via a launcher interface, and solely for the normal operation of the software (all of the foregoing collectively referred to as the "Products").

These Terms also apply to the provision of services by the Provider, including where applicable the installation of Products on the Client's infrastructure, the creation of Authorized Identifiers, and the Support Service relating to the use of the Products (the "Services").

These Terms apply without restriction or reservation to all orders for Products and Services placed by Clients, to the exclusion of any other document. The Parties expressly agree that the Client's general terms and conditions or any similar document issued or habitually used by the Client shall not be binding on the Provider.

The Client acknowledges having received from the Provider all information necessary to assess the suitability of the Products for its needs and to take all necessary precautions for their use. In particular, the Client acknowledges having read the Minimum Technical Requirements set out in Schedule A for operating the Products on its information system.

In using the Products and Services offered by the Provider, Users are required to accept the general terms and conditions of third-party providers used by the Provider for the supply of Products and Services. The terms and conditions of such providers are accessible via the following link:

Terms and conditions of the Payment Provider: Stripe Payments Europe Limited – <https://stripe.com/en/legal/ssa>

## 1. DEFINITIONS

In these Terms, the following terms shall have the meanings set out below:

**"Authorized Identifiers"** means the email addresses indicated by the Client and authorized by the Provider as login credentials on the Products. Authorized Identifiers may not be used simultaneously by multiple Users.

**"Change of Control"** means: (a) a person or Entity that directly or indirectly Controls a Party ceasing to Control that Party; or (b) a person or Entity that does not directly or indirectly Control a Party coming to directly or indirectly Control that Party. No Change of Control shall be deemed to have occurred if the entity controlling a Party is a wholly-owned subsidiary of that Party, or if the Change of Control results from a public takeover bid on a recognised securities market.

**"Client Data"** means all Data owned by the Client and made available to the Provider under the Subscription.

**"Computer Technology"** means, with respect to a Party, all technical or scientific information or materials relating to a machine, device or process, including software (including the Products, source code, object code, executables and libraries), specifications, models, formulas, test results, analyses, simulation results, know-how and show-how.

**"Confidential Information"** means confidential, proprietary or secret information of a Disclosing Party, including Intellectual Property Rights, Prior Intellectual Property, Computer Technology, Know-How, Personal Data, Documentation, and Commercial Information, whether disclosed verbally, in writing, or in any other material form. The absence of a confidentiality marking does not affect the receiving Party's obligations under these Terms.

**"Contract Year"** means a twelve-month period commencing on the Subscription start date or renewal date.

**"Data"** means information, publications and database data of any form or nature, including text, data, graphics, audio, video, electronic messages and trademarks. Data expressly excludes Personal Data.

**"Documentation"** means written materials relating to the use of the Products, including specifications, instructions, guidelines, manuals, training materials and any revisions thereof made generally available by the Provider to its clients.

**"Entity"** means a legal person, partnership, or unincorporated body.

**"Intellectual Property Rights"** means all patents, copyright (including rights in software and computer programs), design rights, database rights, trademarks, trade secrets, algorithms, processes and any other intellectual property rights, whether registered or unregistered, including all applications and registrations therefor.

**"Know-How"** means the knowledge and expertise of a Party relating to the Products, which may include intellectual property rights in certain tools and materials used by that Party.

**"Personal Data"** means any information relating to an identified or identifiable natural person, as defined under applicable data protection legislation including the GDPR.

**"Prior Intellectual Property"** means Intellectual Property Rights held or controlled by a Party prior to the Subscription start date and used in the development of, or incorporated into, the Products. For the avoidance of doubt, the Products form an integral part of the Provider's Prior Intellectual Property.

**"Products"** has the meaning given in the preamble of these Terms.

**"Provider's Competitor"** means any person or Entity that designs, sells, manages or provides, directly or indirectly, in whole or in part, artificial lighting analysis services, lighting simulation software, or similar IT services or solutions.

**"Subscription"** means the agreement formed between the Parties upon the Client's acceptance of these Terms and payment of the Subscription Fees, as further described in Section 2.

**"Subscription Fees"** means the amounts due and payable by the Client to the Provider for the Usage Rights to the Products.

**"Subsidiary"** means an Entity directly or indirectly Controlled by a Party or under common Control with a Party.

**"Support Request"** means a request for functional or technical assistance from the Client relating solely to the use of the Products in accordance with their intended purpose.

**"Support Service"** means the support or assistance service provided by the Provider to the Client as more fully described in Schedule B. For the avoidance of doubt, the support provided by the Provider constitutes second-level support; first-level support shall be provided by the Client using the Documentation supplied by the Provider.

**"Usage Rights"** means the personal, non-exclusive, non-assignable and non-transferable right to use and implement the Products worldwide via an Authorized Identifier, in accordance with their intended purpose and documentation, in on-premise mode, requiring an internet connection, and solely for the normal operation of the Products in the ordinary course of the Client's business, subject to the conditions set out in these Terms.

**"Users"** means (i) the Client; (ii) its employees; or (iii) any other persons under the Client's responsibility (agents, representatives, brokers, subcontractors, service providers, consultants and/or clients) holding Usage Rights via an Authorized Identifier. The Client is responsible for all acts and omissions of all Users.

**"Workaround"** means a temporary means of circumventing a problem so as to allow the Product to continue operating without significant performance degradation, pending acceptance by the Client of a permanent resolution.

## 2. ORDERS

The Client places orders for Products and Services directly via the Product launcher interface, downloadable from <https://obscura.lighting/>. Each order specifies the quantities of Products, Services, prices and applicable discounts, the terms of delivery and service execution, and the scheduled date of performance. Acceptance of these Terms and payment in accordance with the terms below constitute the Subscription. The Provider reserves the right to accept or decline any subsequent request by the Client to modify an order.

### 3. TERM AND TERMINATION

#### Initial Term and Renewal

The Products and Services are made available to the Client under the Subscription for a period of either one (1) year or one (1) month from the Subscription date (the "Initial Term"), unless terminated early in accordance with these Terms.

Upon expiry of the Initial Term, the Subscription shall automatically renew for successive equivalent periods (each a "Renewal Period", together with the Initial Term, the "Subscription Period").

Either Party may terminate the Subscription by giving at least thirty (30) days' written notice prior to the end of the Initial Term or any Renewal Period. Upon termination, Sections 5, 7, 8, 9, 10, 11 and 12 shall survive.

#### No Refund

No refund shall be made in the event of early termination. The Client shall pay the Provider the full Subscription Fees for the entire Subscription Period at the time of subscription or upon receipt of the invoice for any renewal.

#### Change of Control

The Client shall notify the Provider in writing of any planned Change of Control, including details of the nature and parties involved. If the Change of Control results in the Client being controlled by a Provider's Competitor, the Client shall immediately notify the Provider, who shall be entitled to (i) continue the Subscription; or (ii) terminate the Subscription immediately.

The Provider undertakes not to unreasonably withhold or delay its consent to a Change of Control where: (i) the Client provides reasonable advance notice; (ii) the Client is not in breach of these Terms; (iii) the proposed transferee is reputable, financially sound and capable of continuing the Client's business to the standard required; (iv) the proposed transferee is not in competition or conflict of interest with the Provider; and (v) the Client procures that the proposed transferee provides the Provider with any reasonable security in respect of the Client's obligations.

#### Post-Termination Obligations

Upon termination of the Subscription for any reason, the Client undertakes to permanently delete the Products from all media on which they have been stored and to retain no copies. The Client shall provide the Provider with a signed written confirmation of deletion within five (5) business days of termination.

### 4. PAYMENT

The Client agrees to pay the Provider the undisputed Subscription Fees as displayed on the launcher interface at the time of subscription and for each Renewal Period.

All amounts payable by the Client to the Provider are exclusive of any taxes, levies or similar governmental charges, including VAT, consumption taxes, withholding taxes and any other fiscal charges (collectively "Taxes"), which shall be borne by the Client.

Any change in applicable fiscal legislation occurring after acceptance of these Terms shall be borne by the Client.

Payments between the Client and the Provider shall be made in euros, on an annual or monthly basis according to the Subscription term chosen, via the online Payment Provider specified in the preamble, whose general terms and conditions the Client expressly accepts.

No early payment discount shall be granted.

Without prejudice to any damages that may be claimed by the Provider, the Client acknowledges that any late payment of undisputed invoices shall, automatically and without prior notice:

- accrue interest at a rate equal to the semi-annual key rate of the European Central Bank (ECB) in force on the date of the late payment, plus 10 percentage points, calculated on the outstanding amount including VAT from the due date;
- trigger the automatic application of a flat-rate recovery indemnity of €40, without prejudice to the Provider's right to claim additional compensation on evidence of higher recovery costs; and
- result in the immediate acceleration of all sums owed by the Client to the Provider.

## 5. INTELLECTUAL PROPERTY

### Ownership

- Each Party holds or is licensed under all its respective Prior Intellectual Property Rights existing prior to the Subscription.
- The Provider's Intellectual Property used, developed or created in connection with (i) the Products and (ii) any Documentation provided by the Provider shall remain the exclusive property of the Provider.
- The Client's Intellectual Property used, developed or created in connection with use of the Products shall remain the exclusive property of the Client.
- All information provided by either Party under these Terms remains the property of the providing Party. Neither Party shall use the other's information except as necessary and as stipulated in these Terms, and neither Party shall use such information for commercial exploitation without the prior written consent of the other Party.
- Nothing in these Terms shall restrict the Provider's right to use its own Intellectual Property or Know-How.

### Client Restrictions

The Client shall not, and shall ensure that its Subsidiaries and related Entities do not:

- distribute, export, translate, transmit, merge, transfer, modify, adapt, copy, reproduce, broadcast, download, mortgage, encumber, create derivative works of, lend, lease, share, resell, sublicense, display, or otherwise exploit the Provider's Intellectual Property, in whole or in part;
- remove or alter any proprietary notices in the Products or Documentation;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of the Products or Documentation (except as expressly permitted by applicable law);
- use the Products to build or assist a third party in building products or services competitive with those of the Provider; or
- disclose the results of any benchmark testing of the Products without the Provider's prior written consent.

The Client shall take all reasonable precautions to prevent any unauthorized use of the Provider's Intellectual Property, including precautions equivalent to those it takes to protect its own proprietary information.

### Third-party Intellectual Property

- The Client warrants that it holds or has obtained all necessary intellectual property rights over any content (files, designs, elements, trademarks, texts, images, etc.) that it makes available or imports into the Products.
- By uploading content into the Products, Users retain their intellectual property rights over such content but grant the Provider a non-exclusive, non-transferable, royalty-free worldwide licence to host, use, distribute, modify, execute, copy, display and create derivative works for the period of legal protection, solely for the purpose of providing the Products.

## 6. USAGE RIGHTS

Subject to full payment of the Subscription Fees and compliance with all terms and conditions herein, the Provider grants Usage Rights to Users via the Authorized Identifiers communicated to the Provider.

### Warranty of Use

The Provider undertakes to implement all security measures that may reasonably be expected of it, having regard to the state of the art and the security level provided by comparable third-party services.

Bugs and errors may nonetheless occur. The Provider undertakes to use its best efforts to limit their occurrence and resolve them promptly by making product updates available; the Client is responsible for downloading and installing such updates.

The foregoing shall not apply to any malfunction attributable to the Client, in which case (i) the Provider shall bear no liability for the consequences of improper use of the Products, and (ii) technical resolution may be subject to additional billing at the Provider's discretion.

## 7. PERSONAL DATA

### Joint Obligations

Each Party undertakes to:

- process Personal Data in connection with the Subscription in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR);
- ensure that persons authorised to process Personal Data are bound by confidentiality obligations;
- implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- assist the other Party, by appropriate technical and organisational measures, in responding to requests from data subjects exercising their rights;
- notify the other Party of any confirmed Personal Data breach without undue delay after becoming aware of it; and
- delete or return Personal Data upon the other Party's written request and destroy existing copies, unless applicable law requires retention.

### Client Obligations

The Client agrees that:

- it remains the controller (as defined under the GDPR) of all Personal Data processed using the Products;
- it implements appropriate technical and organisational measures to ensure that, by default, only Personal Data necessary for each specific processing purpose is processed;
- it maintains a record of processing activities under its responsibility;
- it implements all necessary internal technical and organisational measures to ensure a level of security appropriate to the risk; and
- in the event of a Personal Data breach, it notifies the competent supervisory authority within 72 hours in accordance with Article 33 GDPR.

### Survival

The obligations under this Section 8 shall survive termination or expiry of the Subscription for the applicable statutory retention period for each category of Personal Data concerned.

## 8. CONFIDENTIAL INFORMATION

### Protection

Except as otherwise agreed in writing between the Parties or as required by law, the Party receiving Confidential Information (the "Receiving Party") from the Party disclosing Confidential Information (the "Disclosing Party") shall not:

- disclose it to any person other than its employees, officers and directors, agents, auditors, consultants, advisers and legal counsel who need to know it for the performance of the Subscription, provided such persons are informed of its confidential nature;
- use it in any way other than as necessary for the performance of the Subscription; or
- apply security measures and degrees of precaution below those that a reasonably acting commercial company in similar circumstances would apply with respect to its own Confidential Information.

Each Party shall ensure that its employees, agents or service providers keep the other Party's Confidential Information confidential and are bound by equivalent confidentiality obligations.

### Exceptions

The confidentiality obligations do not apply to Confidential Information that is: (a) disclosed pursuant to applicable law, regulation or court order; (b) requested by a governmental or regulatory authority; (c) in the public domain at the time of disclosure, or subsequently made public through no breach by the Receiving Party; (d) already in the Receiving Party's possession at the time of disclosure; (e) independently disclosed to the Receiving Party by a third party not bound by confidentiality obligations; or (f) used or disclosed with the prior written consent of the Disclosing Party.

Specific items of Confidential Information shall not be deemed to fall within an exception solely because they are encompassed by more general information that falls within an exception.

### **Return of Confidential Information**

Upon termination of the Subscription or at the Disclosing Party's written request, each Party shall promptly return or destroy all Confidential Information and all copies thereof, and confirm such destruction in writing. Copies retained in archival backup systems in the ordinary course of business shall remain subject to these confidentiality obligations until deleted.

### **Survival**

The confidentiality obligations under this Section 9 shall survive the return or destruction of Confidential Information for a period of twelve (12) months after termination of the Subscription.

## **9. LIMITATION OF LIABILITY**

Subject to Section 10.4, neither Party shall be liable to the other Party for:

- any direct or indirect loss of (i) business; (ii) revenue; (iii) profits or anticipated profits; (iv) savings; (v) use; (vi) contracts; or (vii) opportunity;
- any loss arising from a third-party claim; or
- any incidental, indirect, special or consequential losses or damages,

in each case howsoever caused, even if the causing Party had been advised of the possibility of such loss or damage.

Subject to Section 10.4, the maximum aggregate liability of either Party to the other for all claims arising under the Subscription, howsoever caused, shall not exceed the total Subscription Fees paid or payable for one Contract Year. This limitation does not apply in the event of misappropriation of the Provider's Intellectual Property or breach of Section 6.3.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

## **10. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other Party against any third-party liability, action, claim, damages, costs and expenses (including reasonable legal fees) arising directly from any act, omission, negligence or breach of these Terms by the indemnifying Party.

## **11. NON-SOLICITATION OF PERSONNEL**

Each Party undertakes not to recruit or employ, directly or indirectly, any employee of the other Party without the other Party's prior written consent, during the Subscription Period and for twelve (12) months following its termination.

In the event of a breach of this obligation, the breaching Party shall immediately pay the other Party a lump sum equal to twelve (12) times the gross monthly remuneration of the relevant employee at the time of their departure.

## 12. GENERAL PROVISIONS

### Notices

All notices to be given under these Terms shall be in writing and transmitted by registered post, special courier or email to the addresses provided at the time of subscription.

### Relationship of the Parties

The Provider is an independent contractor and not an agent of the Client. The Provider may delegate or subcontract any of its obligations under the Subscription where the subcontractor has entered into a separate agreement with the Provider containing equivalent confidentiality obligations. The Provider remains responsible for the acts and omissions of its subcontractors.

### Publicity

Any publicity or publication relating to the Subscription shall be at the sole discretion of the Provider, unless the Client has expressly refused such publicity in writing.

### Non-Exclusivity

The Client acknowledges that the licence granted over the Products is non-exclusive and that the Provider may supply goods or services to other clients during the Subscription Period, provided it continues to comply with these Terms.

### Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by a force majeure event, as further defined in Article 1218 of the French Civil Code. If a force majeure event persists for more than thirty (30) calendar days from the date of notification, the other Party may cancel the unperformed Services by written notice, subject to payment for Services already performed.

### Assignment

Neither Party may assign or transfer the Subscription or any of its rights or obligations without the prior written consent of the other Party; any purported transfer without such consent shall be null and void. The Client may, however, assign the Subscription to a wholly-owned Subsidiary with prior written notice to the Provider.

### Severability

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect. The Parties may agree to replace any invalid provision by mutual consent.

### Governing Law

The Subscription is governed by French law, to the exclusion of any other legal system.

### Escalation Procedure

Except for disputes relating to intellectual property or matters requiring urgent interim relief, the Parties agree to submit any dispute regarding the interpretation, performance or validity of the Subscription (a "Dispute") to the following procedure:

- Either Party identifying a Dispute shall immediately contact the other Party's representative by email with acknowledgement of receipt within three (3) business days of identifying the Dispute, in order to discuss settlement.
- During the Dispute, each Party shall continue to perform its obligations. No Party shall suspend performance pending settlement of any Dispute, unless otherwise agreed in writing.

### Mediation

If the escalation procedure fails to resolve the Dispute, the Parties shall agree in good faith on the name of an independent expert (such as a lawyer experienced in software disputes) or a mediator. Such mediation shall take place in Paris, in English. Each Party shall bear half of the costs of mediation.

### **Jurisdiction**

If the Dispute is not resolved through discussions or mediation within one and a half months of the mediator's appointment, or such further period as the Parties may agree, the Parties irrevocably submit to the exclusive jurisdiction of the Commercial Court of Nantes (Tribunal de Commerce de Nantes).

### **Entire Agreement**

These Terms constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior agreements, representations, negotiations and correspondence.

## SCHEDULE A – MINIMUM TECHNICAL REQUIREMENTS

The Products require the following minimum technical configuration to operate under normal conditions. The Provider shall bear no liability for malfunctions resulting from failure to meet these requirements.

- Operating system: **Windows 10 64-bit (version 1903 or higher) or Windows 11 64-bit**
- Processor: **64-bit CPU, minimum 8 cores, 3 GHz or higher recommended (Intel Core i7 10th Gen or AMD Ryzen 7 4000 series minimum)**
- RAM: **16 GB minimum — 32 GB recommended**
- Graphics card: **Dedicated GPU with minimum 8 GB VRAM (NVIDIA GeForce RTX 2080 or equivalent minimum) — NVIDIA GeForce RTX 3080 or higher recommended**
- Disk space: **30 GB available on SSD (NVMe recommended)**
- Display resolution: **1,920 × 1,080 minimum — 2,560 × 1,440 or higher recommended**
- DirectX: **Version 12 or higher**
- Internet connection: **Required for licence activation, Authorized Identifier validation and updates; occasional access is sufficient**

The Provider reserves the right to update these technical requirements as the Products evolve. Any such update will be communicated to the Client with reasonable prior notice.

## SCHEDULE B – SUPPORT SERVICE DESCRIPTION

This Schedule forms an integral part of the Terms.

The Support Service for the use of the Products shall be provided by the Provider as set out herein, in accordance with the responsiveness and quality standards of the software industry.

### B.1 Support Levels

The Provider offers different Support Service levels depending on the Subscription plan chosen by the Client.

Support Services include (i) identification of problems encountered by the Client, and (ii) resolution of those problems as set out in this Schedule.

For each Support Request, the Client shall specify the nature of the problem or assistance required. Precise characterisation of the Support Request is essential to enable resolution within the timescales set out below.

#### Obscura Core

- Support Requests to be submitted by email to the address indicated in Section B.2 below.
- Response time: within three (3) business days.
- Processing hours: 8:30 a.m. to 5:30 p.m. (French time).

#### Obscura Pro

- Priority email support.
- Response time: within two (2) business days.
- Processing hours: 8:30 a.m. to 5:30 p.m. (French time).
- Video call or telephone support available, subject to prior scheduling with the Provider.

### B.2 Support Contact

Support Requests must be submitted via the contact form available from the user dashboard, under the "Home" section.

Any request submitted through any other channel will be handled at the Provider's discretion, with no guarantee of compliance with the response times above.

### **B.3 Resolution of Issues**

A Support Request shall be deemed resolved upon occurrence of any of the following:

- Written confirmation by the Client that the issue has been resolved or that the proposed Workaround is satisfactory;
- Absence of a response from the Client to the Provider's follow-up communications within five (5) business days of the Provider's last communication, the request then being closed without further action; or
- Delivery by the Provider of a corrective update addressing the reported malfunction.

### **B.4 Unresolved Issues — Escalation Procedure**

In the event of persistent failure to resolve a Support Request following application of the closure criteria above, the Parties shall implement the following procedure:

- Internal escalation: the Client notifies the Provider in writing (email with acknowledgement of receipt), specifying precisely the persistent malfunction, the steps already taken and the operational impact;
- The Provider shall have five (5) business days from receipt of the escalation notice to designate a dedicated technical contact and propose a formalised resolution plan including a provisional correction schedule;
- If the Dispute persists beyond fifteen (15) business days from the escalation notice, the Parties shall have recourse to the dispute resolution procedures set out in Sections 13.9 and 13.10 of the Terms.