

General Terms and Conditions of Use of My DL-Pak mobile application

The purpose of these general terms and conditions of use (hereinafter "**GTCU**") is to determine the terms and conditions applicable to the use of the My DL-Pak mobile application (hereinafter the "**Application**", as this term is defined below) published by LACROIX Group ("**LACROIX**", "**We**"), a French Société Anonyme with a Board of Directors and a share capital of EUR 32,055,239.04, having its registered office at 17 rue Océane - 44800 Saint-Herblain, registered in the Nantes Trade and Companies Register under number 855 802 815, represented by Mr Vincent BEDOUIN, President and CEO. The editor is Stéphane Henry. Any question relating to the Application may be sent to the following address: support.lighting@lacroix.group

By using the Application and/or installing it on your terminal, you ("**You**", "**Your**", "**User**") unconditionally and unreservedly accept all of these GTCU and You undertake to comply with their terms and conditions. If You do not accept the GTCU, We ask You not to install or use the Application.

The GTCU express the entire agreement between the User and LACROIX regarding the installation and use of the Application. LACROIX reserves the right to modify these GTCU at any time, without notice or prior information to the User, in order to adapt the GTCU to changes in the Application or the Services, or to technical, legal or case law developments. The updated version of the GTCU is brought to the attention of the User by its simple posting online. The GTCU are deemed to be accepted without reservation by the User who uses the Application after this online posting. We therefore advise you to consult the GTCU regularly in order to be aware of the version then in force when You use the Application.

1. DEFINITIONS

Capitalised terms used in these GTCU, whether used in the singular or plural, shall have the meaning ascribed to them below:

"**Application**" means the My DL-Pak mobile application providing access to the Services. The Application includes the software, programs, tools (programming, navigation, etc.), databases, documentation and all other elements and services that make it up, all updates and new versions brought to the Application by LACROIX if necessary. The Application also includes all content such as, but not limited to, the structure of the Application, editorial content, drawings, illustrations, images, photographs, graphic charters, trademarks, logos, abbreviations, corporate names, audiovisual works, multimedia works, visual content, audio and sound content.

"**Services**" means the various features and services offered by the Application.

2. PURPOSE OF THE APPLICATION

The purpose of the Application is to enable You to configure Your electronic power supply equipment for street lighting ("**LED Driver**"), through the use of one or more Services offered within the Application.

3. ACCESS TO THE APPLICATION

The Application is available free of charge on the Apple Store and Google Play Store platforms. To download the Application, You must have an account on one of the Apple Store or Play Store platforms, secure access to the Internet and one of the following mobile devices:

- Apple ® iPhone® mobile phone with iOS operating system on iOS 13 and above;
- Mobile phone with Android® 8 + operating system.

You are allowed to download the Application once per mobile device, but can download it on different devices with Your same Apple Store or Play Store account. However, any personalisation of the Application with bookmarks that You may set up on a mobile terminal will be accessible only on the latter, and will not be synchronised with any other mobile terminal on which You would also install the Application. Once the Application is installed on Your mobile device, it is not necessary for You to log in to use it.

The Application may be updated regularly by LACROIX to modify or remove existing features or Services, or to add new ones. It will be necessary to download these updates through the Apple Store or Play Store platform to ensure the proper functioning of the Application and the Services, and to continue to benefit from support. You already agree that these updates may eventually erase all or part of the customisations of the Application that You may have made.

The Application is offered to You free of charge, excluding subscription costs with the mobile operator, connection and access costs to the secure Internet network and any additional costs invoiced for loading the data.

The Application is available to download online 7 days a week and 24 hours a day, subject to the availability of Apple Store or Play Store platforms. LACROIX shall not be liable for any malfunction of the Apple Store or Play Store platforms that makes it more difficult or impossible to download the Application. LACROIX offers no guarantee of the continuity of the Application or the Services and cannot be held liable in the event of impossibility of access to all or part of the Application or the Services. LACROIX reserves the right, without liability in this respect, to cease, without notice, without compensation and in its sole discretion, on a definitive or provisional basis, to provide access to, or modify, all or part of the Application or the Services, as well as the associated support, which You acknowledge and accept.

4. GEOLOCATION AND OTHER CONNECTIONS

The operation of the Application does not require the use of the geolocation service of Your mobile terminal, since You can choose a default location. However, we recommend that you activate this service to locate the installation location of the LED Driver and optimise the operation of the Application.

If You wish to use the geolocation feature of the Application, You must enable the geolocation function directly in the settings of Your mobile device and expressly accept that the Application may use it. You will be able to enable or disable this feature at any time.

The use of the Application requires the mobile terminal to be connected on NFC or Bluetooth, which implies that the mobile terminal is equipped with a NFC or Bluetooth chip. In the case of a Bluetooth connection, You must purchase a third-party device "SETBOX My DL-Pak" in order to connect the LED Driver. The activation key of the SETBOX My DL-Pak device can be scanned by activating Your camera. To do so, You must activate the function directly in the

settings of Your mobile device and expressly accept that the Application may use it. However, you can also enter this activation key manually without activating Your camera.

A Bluetooth connection is required for the use of certain features of the Application, such as live and dynamic control of the LED Drivers.

If You wish to use the connection through NFC or Bluetooth, You must enable this connection directly in Your mobile device settings and expressly agree that the Application may use it. You will be able to enable or disable this connection at any time.

The activation of the features and connections mentioned in this article is free of charge, excluding subscription costs with the mobile operator, connection and access costs to the secure Internet network and any additional costs invoiced for loading the data.

5. LICENSE TO USE

LACROIX grants You a personal right to use the Application and the Services. This right is granted to You free of charge and for the whole world, for Your own needs, for the sole purpose of using the Application and to the exclusion of any other purpose. The right granted is non-exclusive, non-assignable, non-transferable and revocable. You do not acquire any rights other than those granted by these GTCU. You expressly undertake that Your use of the Application will not infringe LACROIX's rights.

6. INTELLECTUAL PROPERTY

LACROIX and/or its suppliers retain ownership of all intellectual property rights attached to the Application and all modifications, improvements and other derivative works of the Application. The Application is provided under license and is not sold. You acknowledge that the methodologies and techniques contained or expressed in the Application constitute proprietary information or trade secrets belonging to LACROIX or its suppliers. You agree to treat them as confidential information and not to disclose them. The reproduction and/or representation of all or part of the Application, regardless of the medium, including all trade names, trademarks, logos, domain names and other distinctive signs, is strictly prohibited.

You expressly undertake (i) to download the Application for professional use, (ii) not to use it for profit, (iii) not to reproduce permanently or temporarily the Application or the Services, in whole or in part, by any means whatsoever and in any form, (iv) not to access, use and/or attempt to access or use the source codes of the Application (v) not to perform any representation, adaptation, modification, translation, transcription, or any other actions referred to as "reverse engineering" of all or part of the Application or the Services, (vi) not to create derivative works of the Application, (vii) not to export the Application, (viii) not to merge all or part of the Application with other computer programs, (ix) to respect the intellectual property rights of LACROIX and/or its suppliers on the Application and the Services, (x) not to disrupt the proper functioning of the Application by any means, (xi) not to put in place systems that may hack the Application or the Services, in whole or in part, (xii) to immediately inform LACROIX of an act of piracy or any illegal or non-contractual use of the Application or the Services, (xiii) not to use the Application or the Services for purposes other than those provided for in these GTCU.

7. PROTECTION OF PERSONAL DATA

The installation and use of the Application do not require the processing of the User's personal data, other than the personal data provided by the User on the Apple Store or Play Store platform for the download of the Application.

Given that the Application is installed locally on the mobile terminal and is not hosted by LACROIX, the personal data to which the Application could possibly have access are not transferred to LACROIX.

However, You may need to transfer data related to the diagnosis of the LED Driver as part of a support request to LACROIX. To do so, you will be able to share this diagnosis via a button in the Application that connects You to Your mailbox and pre-fills an email that can be sent directly to LACROIX's customer service. In this case, personal data such as Your surname, first name and email address may be transmitted to LACROIX. They will be processed by the latter under the same conditions as the personal data transmitted to it to carry out the support services of its products. You can view LACROIX's privacy policy here: <https://fr.lacroix-group.com/vie-privee/>

8. LIMITATION OF LIABILITY – NO WARRANTY

To the fullest extent permitted by applicable law, access to, and use of, the Application is at the User's own risk, the Application being provided "as is" without warranty of any kind.

In general, You agree and acknowledge that Your use of the Application, including the information You disseminate, is made under Your sole and entire responsibility. By using the Application, You undertake not to act in a way that is harmful or has the effect of causing damage to LACROIX's image, interests or rights, or of damaging or rendering the Application inoperative. LACROIX cannot be held liable or be required to compensate You for any direct or indirect damage that may result from the unavailability of the Application, or for any damage resulting from the loss, alteration or fraudulent use of data, the accidental transmission of viruses or other harmful elements, the attitude or behaviour of a third party. LACROIX is not liable for (i) the impossibility of accessing the Application, (ii) the misuse of the Application and any damage that may result from it, (iii) possible malfunctions of the internet network or mobile terminals that You use, (iv) in the event of force majeure or of circumstances beyond LACROIX's control.

LACROIX excludes any liability for any use of the Application or for the results or decisions taken or obtained by the User through the Application. LACROIX does not warrant (i) that the features of the Application will meet the needs of the User or that they will allow the User to achieve the results expected by it, or (ii) that the Application will operate in the combination or the environment of use chosen by the User, or (iii) that the operation of the Application will be uninterrupted or error-free. In all cases, it is the sole responsibility of the User to ensure that the results produced by the Application comply with the quality and safety requirements of its products or services. No LACROIX employee or agent is authorised to grant a guarantee of a different or broader nature than that mentioned in these GTCU. The User is solely responsible for (a) the choice of the Application allowing it to achieve the results it expects, (b) the installation of the Application, (c) the implementation of the appropriate measures to test, operate and use the Application, and (d) the results obtained from the Application.

9. TERMINATION

LACROIX reserves the right, without being held liable in this respect, to terminate the right of use granted to You under these GTCU at any time if You breach one or more of Your obligations under these GTCU.

10. APPLICABLE LAW – DISPUTES

These GTCU are subject to French law. Any dispute resulting from the interpretation and/or performance of the GTCU and which could not be settled amicably between the User and LACROIX falls within the exclusive jurisdiction of the competent Court of Nantes.

The User acknowledges and agrees that the foregoing paragraph may not prevent LACROIX's right to request the implementation of any precautionary measure or emergency procedure that LACROIX may undertake, in any competent court in any country, or restrict or limit such right in any other way. This stipulation will remain in force after the termination of the right of use granted to the User pursuant to these GTCU.