

General Terms and Conditions

PREAMBLE

Through the website available at <https://openinnovationplatform.vallourec.com>, VALLOUREC provides a service that allows the visitor to submit proposals for innovative solutions to be built, if applicable, with VALLOUREC around the themes defined within the platform.

VALLOUREC is in no way committed in any way whatsoever to enter into a business relationship with the User following the submission of an innovative proposal on the website.

The purpose of these general terms and conditions of use (hereinafter the "GTCs") is to define the conditions of access and use of the "VALLOUREC open innovation platform" (hereinafter the "DOMAIN") accessible online.

These GTCs apply to you, as a user of the DOMAIN (hereinafter THE BENEFICIARY), published by Vallourec Tubes a French Société par action simplifiée à associé unique with capital of €1 503 948 690,00 registered as n° 411 373 525 at the Nanterre Company Register, whose headquarters are located: sis 27 Avenue du Général Leclerc 92100 Boulogne-Billancourt, France (hereinafter THE COMPANY). The purpose of this document is to provide you with information on your rights and obligations in relation to the use of the functionalities offered through the DOMAIN.

Important ANY USE OF THE DOMAIN, FOR ANY PURPOSE, REQUIRES ACCEPTANCE BY THE USER WITHOUT RESERVATION OF THESE GENERAL TERMS AND CONDITIONS (GTCs).

The USER cannot access the DOMAIN if he does not accept the GTCs.

Access to the DOMAIN is in principle free of charge, excluding connection costs.

ARTICLE 1. PURPOSE OF GTCs – CONTRACTUAL DOCUMENTS- DOMAIN ACCESS

These GTCs, entered into between THE COMPANY, on the one hand, and the BENEFICIARY, on the other hand, (hereinafter collectively referred to as the "PARTIES") define the respective rights and obligations of each PARTY in connection with the use of all the functions offered by the DOMAIN.

Some services on the DOMAIN require specific identification and authorization methods, based on an access code and a password.

These access codes and passwords are confidential, personal, non-transferable and incommunicable. You are responsible for their management and safekeeping, and for the consequences of their use. You therefore undertake to keep them safe, not to disclose them in any form whatever, and not to allow any other person to use your access codes and passwords to access these services. The COMPANY may under no circumstances be held liable for any fraudulent use.

The COMPANY is only obligated to use commercially reasonable efforts to perform its obligations. The COMPANY is in no way responsible for any interruptions and the consequences that may result for the USER or any third party.

The COMPANY reserves the right to suspend, interrupt or limit, without prior notice, access to all or part of the DOMAIN, in particular for maintenance and updates necessary for the proper functioning of the DOMAIN and related equipment, or for any other reason, including technical.

ARTICLE 2. CONDITIONS OF ACCESS & REGISTRATION

(i) Acceptable Use Policy (“AUP”) - General Obligations of BENEFICIARIES

In the context of using the DOMAIN, BENEFICIARIES undertakes not to violate public order and to comply with the existing laws and regulations, respect the rights of third parties and the provisions of this GTCs.

Each BENEFICIARY shall:

- act fairly and with diligence towards THE COMPANY and third parties;
- provide only truthful information to THE COMPANY and, if applicable, to other USERS;
- use the DOMAIN for the purposes described in these GTCs;
- not use the DOMAIN to commit crimes, offenses, or infractions or otherwise violate applicable law;
- not use the OPENDATASOFT PLATFORM and/or the DOMAIN to direct USERS toward another site or a competing service;
- respect the private life of third parties and the confidentiality of exchanges; and
- not seek to affect the data processing system implemented to operate the DOMAIN in breach of article 323-1 and seq. of Criminal Code.

In addition to the foregoing and in accordance with the Act of July 29, 1881 on freedom of the press, the BENEFICIARY shall not disseminate messages or information that:

- criticize THE COMPANY;
- are at variance with public order and good morals;
- are slanderous, defamatory, racist, xenophobic, involve Holocaust denial, or pose an assault on the honor or reputation of others;
- incite discrimination, hatred of a person or a group of persons because of their origin or sexual orientation, or their belonging or not belonging to a particular ethnic group, nation, race, or religion;
- threaten a person or group of persons;
- are of a pedophile nature;
- incite people to commit a crime or act of terrorism, or justify war crimes or crimes against humanity;
- incite people to commit suicide;
- enable copyright infringement or unauthorized access to software serial numbers, intrusion to computer and telecommunications systems, dissemination of viruses and other malware, and any software facilitating the invasion or infringement of others' rights or the safety of persons or property; or
- promote the sale of, or investment in, property, goods, or services (e.g., prospectuses, soliciting, prostitution).

(ii) Use of the DOMAIN

The <https://openinnovationplatform.vallourec.com> portal provides access to the call for projects proposed by THE COMPANY and, where applicable, to innovative proposals, the assessment of which is entirely at the sole COMPANY's discretion.

Content of the proposals: You shall remain solely responsible for the content of any proposal or information you publish on this Website and VALLOUREC excludes and declines any liability for the content of the elements published or downloaded. Please contact VALLOUREC to inform it of any errors, defamatory statements, slanderous statements, omissions, lies, obscenities, pornographic material or profanity that you may notice on this Site. VALLOUREC reserves the right, at its sole discretion, to remove or modify any material that you may have published that is deemed harmful, offensive or inappropriate for other reasons.

(iii) General obligations of THE COMPANY

In the context of provision of its DOMAIN, THE COMPANY shall:

- strictly comply with all applicable laws and regulations and in particular with French Data Protection Act of 6th January 1978 modified;
- not infringe the rights of third parties, and particularly the intellectual property rights of third parties,

ARTICLE 3. DISCLAIMERS AND LIMITATIONS OF LIABILITY

(i) General principles

The BENEFICIARY is solely and exclusively liable for its use of the DOMAIN and more generally of any content published on the DOMAIN. THE COMPANY shall not be liable for any damage caused by the use of all or part of the DOMAIN or content published on the DOMAIN.

THE COMPANY shall have no liability for: - abnormal use or illicit operation of the DOMAIN; - use of the DOMAIN in violation of these GTCs; - any interruption or unavailability of the DOMAIN because of technical maintenance operations or disruption caused by web-based network outside THE COMPANY's control; - lack of compatibility of the DOMAIN with BENEFICIARY's hardware or software, for which the BENEFICIARY is solely responsible.

THE COMPANY is only obligated to use commercially reasonable efforts to perform its obligations hereunder; it does not warrant, represent, or guarantee full, complete, or perfect performance.

The BENEFICIARY will be able to engage THE COMPANY's liability once he will have notified the alleged failure through a registered letter with acknowledgment of receipt and if THE COMPANY does not answer within thirty (30) days of the date of receipt. Either way, THE COMPANY shall only be liable in case of proven fault.

Furthermore, by the very nature of the Internet (interconnection of a multitude of independent users interacting with each other), no one can guarantee the overall functioning of networks from start to finish. THE COMPANY will under no circumstances be held liable for any loss it is not the direct cause.

Regardless of the legal action nature, THE COMPANY will under no circumstances be held liable for an indirect damage of any kind, including without limitation, damages for lost profits, advantage, savings or revenues, third party loss, or action intended against the BENEFICIARY and its consequences, related to these GTCs or its enforcement. The BENEFICIARY is solely responsible for any loss, direct or indirect, material or immaterial, it or any of its employees causes to THE COMPANY, or to third parties in connection with BENEFICIARY'S use of the DOMAIN and its functionalities.

It is expressly agreed between the PARTIES that the stipulations of this clause shall continue to apply even in the case of expiration or termination of this agreement.

In addition, the COMPANY does not guarantee that its servers are free of viruses and other harmful components. It is therefore the BENEFICIARY's responsibility to take all appropriate measures to protect its own data and/or software from contamination by any viruses circulating on the Internet network.

The COMPANY endeavours to provide as accurate information as possible on the DOMAIN. However, the COMPANY cannot be held liable for omissions, inaccuracies and deficiencies in the update, whether caused by the COMPANY or by third parties who provide it with this information.

(ii) ISP Status

As hosting provider under article 6 I 2) of Confidence in the Digital Economy Act of June 21, 2004, YOOMAP undertakes to remove promptly any content that is manifestly illicit as soon as it shall have knowledge thereof. YOOMAP may remove or disable access to any content without prior notice in connection with illegal content, where the content may disrupt or threaten the services, pursuant to the Confidence in the Digital Economy Act of June 21, 2004 ("CDEA") or as required to comply with law or any judicial, regulatory, or other governmental order or request. The prior notice of manifestly illicit content may be directed to contact@yoomap.fr or with acknowledge receipt letter in respect with the procedure pursuant article 6 I 5 of CDEA.

USERS acknowledge that YOOMAP does not guarantee the validity, accuracy, or completeness of the DOMAIN or other content disseminated by THE COMPANY via their DOMAIN.

ARTICLE 4. INTELLECTUAL PROPERTY

The BENEFICIARY undertakes not to infringe the intellectual property rights (copyright and related rights protection, sui generis right of the database producer, trademark rights, domain names, etc.) of the COMPANY and/or any third party.

The BENEFICIAIRY acknowledges that:

- the YOOMAP PLATFORM and all its components are the exclusive property of YOOMAP, and
- that data published on the DOMAIN are THE COMPANY's property.

Except for data published on the DOMAIN, the brands, logos, slogans, graphic elements, photographs, animations, videos, software, databases, and texts created, published, or recorded by YOOMAP are the exclusive property of YOOMAP, and cannot be reproduced, used or represented without express prior written authorization of YOOMAP, under penalty of legal prosecution.

Any total or partial representation of the YOOMAP PLATFORM, of the DOMAIN or its components, by any means whatsoever, without the express prior authorization of YOOMAP or, as the case may be, of THE COMPANY, with respect to data disseminated by their actions, is strictly prohibited, and shall constitute copyright infringement pursuant to Articles L. 335-2 and seq. and L. 713-1 and seq. of Intellectual Property Code.

Moreover, THE COMPANY expressly prohibits the following:

- extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the DOMAIN, by any means and in any way whatsoever, unless the party committing this extraction is acting in accordance with the terms of a valid license granted by YOOMAP or THE COMPANY;
- the reuse, through making available to the public of all or a qualitatively or quantitatively substantial part of the DOMAIN, in any way whatsoever, unless the party committing this

reuse is acting in accordance with the terms of a valid license granted by YOOMAP or THE COMPANY.

The whole of the DOMAIN and its content, including but not limited to texts, brands, logos, visual identity, design, photographs, videos, software, databases, downloadable documents, and any other information or medium presented on the DOMAIN, are protected by their copyright, trademarks or patents or any other intellectual or industrial property right recognized by current law. They are the property of the COMPANY or the third parties that have authorized the COMPANY to use them. Any use, reproduction, representation, or modification, using any procedure whatever and on any medium whatever, of all or part of the content of the DOMAIN is strictly prohibited for external use without the prior, written agreement of the COMPANY, and constitutes an offense of counterfeiting. The brands and logos featuring on the DOMAIN are registered trademarks and belong to the COMPANY or to third parties. Any full or partial reproduction or representation, whether as stand-alone items or incorporated into other elements, is strictly prohibited without the prior, express and written agreement of the COMPANY or third parties, as applicable.

You acknowledge that you are responsible for all materials you may submit through the Site, including their legality, reliability, appropriateness, originality and related copyrights. You may not upload, post or otherwise publish on this site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene or threatening, constitutes an invasion of privacy or publicity rights, violates intellectual property rights or is abusive, illegal or otherwise objectionable; (ii) could constitute or encourage a criminal offence, violate the rights of any person, give rise to liability or violate any law; or (iii) could contain computer viruses, political comments, chain letters, mass mail or any form of junk mail. You may not use a false e-mail address or false identifying information, impersonate any person or entity or mislead as to the origin of any content. You must not download any commercial content from the site.

You represent and warrant that you own or otherwise control all rights to the content you publish; that the content is accurate; that the use of the content you submit is not contrary to any provision hereof and will not cause harm to any person or entity; and that you will indemnify VALLOUREC for all claims resulting from the content you transmit.

ARTICLE 5. SERVICE AVAILABILITY

The DOMAIN is accessible 24 hours a day, 7 days a week, except in cases of force majeure or events beyond the COMPANY's control.

However, the COMPANY may decide to interrupt the service for technical maintenance or updating purposes necessary for the proper functioning of the DOMAIN and related equipment, or for any other reason, and such access to all or part of the DOMAIN may be suspended without prior notice from the BENEFICIARY.

The BENEFICIARY is informed that the COMPANY may terminate or modify the characteristics of the services offered on the DOMAIN at any time, without notice and without the BENEFICIARY having recourse against the Company

ARTICLE 6. PROTECTION OF PERSONAL DATA

The COMPANY undertakes to comply with the applicable rules in this area, notably French law no. 78-17 of 6 January 1978 on computing, files and liberties, and Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016. If you would like to know more about the DOMAIN's privacy policy, you can consult it, at any time, by clicking on the link "privacy policy" at the bottom of each page on the DOMAIN.

ARTICLE 7. FORCE MAJEURE

Any failure to perform or partial performance by THE COMPANY shall be excused to the extent that it arises in connection with a case of force majeure as defined by French Courts (i.e., matters beyond THE COMPANY'S reasonable control), including without limitation hacking, unavailability of materials, supplies, hardware, peripherals, personal or other equipment; interruption,

suspension, reduction, or disruptions of electricity or other inputs, or any interruptions of electronic communications networks.

ARTICLE 8. GENERAL PROVISIONS

The COMPANY reserves the right to update and amend these GTCs at any time. BENEFICIARIES accessing the DOMAIN shall be bound by the version of the GTCs in effect at the time of such access.

No instruction or document not expressly contained in these GTCs shall have any applicability or effect, unless contained in a separate written agreement between the PARTIES.

This agreement between the PARTIES does not create any agency or employment relationship. The relationship between the PARTIES is that of independent contractors, vendor and customer.

The fact that one of the PARTIES may not have enforced one of the clauses of these GTCs shall not be construed as a waiver of said clause.

In the event of any difficulty of interpretation among any of the titles appearing in the article headings, and any one of the articles themselves, the titles will be deemed non-existent.

If any provisions of these GTCs is found to be unenforceable by a court of competent jurisdiction, it will be deemed inapplicable, but this will not in any way affect the validity of the other clauses, which shall remain fully applicable.

VALLOUREC is under no obligation to publish, transfer, broadcast or otherwise provide any material available on its Site and we therefore have the absolute right to remove any material from the Site at our sole discretion at any time.

ARTICLE 9. APPLICABLE LAW

These GTCs are governed by French Laws.

In the event of disputes arising between the PARTIES regarding the interpretation, execution, or termination of these GTCs, the PARTIES shall strive to reach an amicable settlement through informal negotiations, failing which either PARTY may submit the dispute to Courts.

FAILING AN AMICABLE SETTLEMENT WITHIN (1) ONE MONTH OF THE RECEIPT OF A FORMAL LETTER WITH ACKNOWLEDGE RECEIPT, THE PARTIES MAY SUBMIT THE DISPUTE TO PARIS COURT OF APPEAL WHICH HAS EXPRESS AND FULL JURISDICTION INCLUDING INTERLOCUTORY PROCEEDING.