

GENERAL TERMS AND CONDITIONS OF Service

GENERAL

These General terms and conditions of service govern Service Provider's business relations with its clients identified in each commercial proposal (hereinafter the "Client") (hereinafter collectively referred to as the "Parties").

In the event of any contradiction or discrepancy between the provisions of the General terms and conditions of service and the terms of the commercial proposal, it is understood that the latter shall prevail.

In the event of any inconsistency or conflict between the provisions of these General terms and conditions of Service and the terms of any prior agreement between the Parties, it is understood that these Terms and Conditions of Service shall prevail.

It is expressly agreed between the Parties that Client's terms and conditions of service shall not apply.

PROVISION OF SERVICES

1. Service Provider's obligations

The Service Provider undertakes to perform the services defined in each commercial proposal (hereinafter the "Services") in accordance with the terms of the General terms and conditions of services and the commercial proposal, as well as with the common state of the art in its field of competence.

The Service Provider guarantees that it has the skills and knowledge required to perform the Services. It will use all the means necessary to perform the Services.

2. Client's obligations

The Client undertakes to provide the Service Provider with all the cooperation and information required to ensure the proper performance of the Services, and to make available to the Service Provider all the elements required for the proper performance of the Services, whether material or immaterial.

The Client alone is responsible for the management of the Services.

The Client undertakes to pay the price of the Services in accordance with the terms and conditions set out in these General terms and conditions of service and in the commercial proposal.

DURATION AND TERMINATION

Commercial proposals or quotations are valid for the period indicated in the document or, failing that, for a period of 30 days.

These General terms and conditions of services come into force on the date indicated in each commercial proposal for a period of 36 months, renewable by tacit agreement for identical periods, unless terminated by one of the Parties by registered letter with acknowledgement of receipt, subject to three (3) months' notice before the expiry date of the period in progress.

The duration of the Services is indicated in each commercial proposal.

The present General terms and conditions of services may be terminated by either Party as of right and without judicial intervention, in the event of failure by the other Party to fulfil any of its contractual obligations, thirty (30) days after formal notice by registered letter with acknowledgement of receipt which has not been followed by action, without prejudice to any damages to which it may be entitled.

LIABILITY

The Parties acknowledge that the provisions of this clause are decisive of their willingness to enter into this agreement and that the price agreed upon reflects the allocation of risk between the Parties and the resulting limitation of liability. The Service Provider is expressly subject to an obligation of means for the performance of its obligations hereunder.

The Client will in any case remain responsible for its own computer equipment as well as those used for connection with the Service Provider.

The Service Provider undertakes to perform the services entrusted to it with the utmost care. In this respect, the Service Provider will use all the means recognized as necessary, pursuant to the professional standards, to achieve its objectives.

The dates stipulated in the contract are for guidance only and do not constitute an obligation of result for the Service Provider.

The Service Provider will not be held liable, under the present General terms and conditions of services, either to the Client or to third parties, for indirect damages, as defined by French case law and courts (the Parties referring to the provisions of Articles 1231-3 and 1231-4 of the French Civil Code). The Parties hereby agree that the following constitute indirect damages: loss of earnings,

increased overhead, loss of business or Clients, as well as any operating loss, loss of profit or any other financial loss resulting from the use or inability to use the application services by the Client.

In any event, whatever the basis of liability, for whatever reason, and provided that a direct loss has been proven, the total amount of damages and compensation owed by the Service Provider to the Client, for all causes and for the entire duration of the present General terms and conditions of services, will not exceed 20% of the sums paid by the Client for the Service that is the subject of the commercial proposal in question for the year in which the loss giving rise to the right to compensation occurred.

The Client shall be solely responsible for the data and information (content, quality, format and compliance with legislation) contained in its service, or disseminated by it, the results of the services, subject of the present General terms and conditions of service, as well as the use made of them, both by it and by third parties. The Client undertakes to limit the extent of its damage in the event of a breach by the other Party. Compensation shall only be paid for damage that could not be avoided.

The Client bears alone the risks and consequences of its service activity. Therefore, the Client is solely responsible for the use of the service as well as for the harmful consequences of its interventions or insufficient training of its staff. The Client must respect the procedures and instructions for use as they are given to him.

Under no circumstances will the Service Provider be held liable for any fault, negligence, omission or failure on the part of the Client, whether due to the transmission of erroneous information or incomplete or inaccurate documents, misuse of equipment or software, failure to follow the advice given, unavailability of its own tools (e.g. payment solutions) / computers, or the failure of the Client to use the equipment: Payment solutions) / computers or of the Client's personnel, failure by the Client to comply with technical prerequisites, force majeure, negligence or omission of a third party over whom the Service Provider has no power of control and supervision.

INTELLECTUAL PROPERTY

In accordance with the provisions of the French Intellectual Property Code, it is hereby noted that the Service Provider holds all intellectual property rights pertaining to the Services and the accompanying documentation, as well as to all updates, old, current, and future versions thereof, and to all developments or achievements made by the Service Provider. These rights are not transferred to the Client under any circumstances. The Client shall refrain from infringing in any way whatsoever the Service Provider's intellectual property rights in its Services. The Client is expressly prohibited from using or employing the Services in a manner that is not in accordance with these General terms and conditions of service.

PERSONAL DATA

During their contractual relations, the Parties shall comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter, the "GDPR").

Each Party agrees to comply with by the terms of the [Supplier's Data Protection Agreement](#).

PRICE AND BILLING

1. Price

The price of the Services provided by the Service Provider will be indicated in each commercial proposal.

Prices are payable in euros and are exclusive of taxes and transport costs.

Taxes will be applied in accordance with the legislation and at the rate in force on the date of invoicing of the Services.

The price of the services, including associated services, will be revised annually on each anniversary date according to the upward variation in the SYNTEC index.

2. Invoicing

The Services are invoiced according to the terms and conditions set out in each commercial proposal.

No discount will be granted for early payment. By express agreement, and unless a deferment is requested in due time and expressly granted in writing by the Service Provider, failure to pay the price on the due date will automatically and

without prior notice entail the invoicing of interest due by the sole fact of the arrival of the contractual term, representing three (3) times the legal rate of interest calculated pro rata temporis per period of one (1) month, plus a flat-rate indemnity for collection costs of forty (40) euros. The Service Provider will also be entitled, seven (7) days after formal notice sent by registered letter with acknowledgement of receipt, to suspend the performance of the Services. In addition, the recovery costs, duly justified, of the sums unpaid by the Client (procedural costs, expenses, disbursements, and lawyers' and bailiff's fees) will constitute an accessory to the Service Provider's claim and will be borne entirely by the Client.

NON-SOLICITATION

The Client shall refrain from soliciting or employing, in any form whatsoever, directly or indirectly, for its own account or that of any other entity, except with its prior written consent, any member of the Service Provider's staff or subcontractor involved in the negotiation and/or execution of the Services or the General terms and conditions of services, even if the initial solicitation is made by the said staff or subcontractor. This prohibition is valid for the duration of this General terms and conditions of services and for one year following its termination or cessation for any reason whatsoever.

In the event of a breach of this provision, the Client undertakes to indemnify the Service Provider immediately with an indemnity equal to twelve (12) times the last monthly remuneration - gross, including employer's contributions, in the case of a member of staff, and inclusive of tax, in the case of a subcontractor - of the person who has been solicited or employed.

TRANSFER

These General terms and conditions of service, the commercial proposal and all the rights and obligations attached to them may not be transferred without the Service Provider's prior written consent.

For its part, the Service Provider shall be free to assign or transfer, in whole or in part, its rights and obligations hereunder to (i) all the companies directly or indirectly controlled by it, or (ii) all the companies directly or indirectly controlled by a company controlling it, or (iii) any third party in the event of a change of control of the Service Provider or of any merger, demerger, or partial contribution of assets.

For the purposes hereof, control is defined in Article L. 233-3 of the French Commercial Code.

SUBCONTRACTING

The Service Provider shall be free to subcontract all or part of the performance of the services but shall remain solely liable to the Client under the conditions set forth herein.

CONFIDENTIALITY

Each of the Parties undertakes to respect the confidentiality of all information and technical or commercial documents originating from or relating to another Party, to which it may have had access during the negotiation or performance of these General Terms and Conditions of Sale. In particular, each of the Parties shall take all necessary measures to ensure the confidentiality of such information and documents with respect to its personnel or any third party to whom such information and documents are essential for the performance of these General Terms and Conditions of Sale.

This obligation of confidentiality shall not apply to any part of the information:

- which has become public knowledge as of the date of its disclosure to the receiving Party, or which would become public knowledge after such date and through no fault of the receiving Party.
- already known to the receiving Party at the time of its communication,
- transmitted to the receiving Party with a written waiver of confidentiality from the sending Party.

Client expressly agrees not to make the technical elements and documentation of the Solution available to third parties, unless expressly authorized by Service Provider, and undertakes to take all necessary steps to ensure that its personnel comply with this obligation. This obligation of confidentiality shall remain in effect after termination or expiration of these General Terms and Conditions of Sale, for a period of three (3) years. The Parties undertake to respect and to ensure that the members of their personnel, corporate officers and subcontractors respect the confidentiality of information of any nature concerning the other Party of which they could only become aware in the context of the conclusion or performance of these General Terms and Conditions of Sale, with the exception of information that has become public knowledge or that they have obtained from third parties by legitimate means, and on the other hand, on the present General terms and conditions of sale, the commercial proposal, its possible annexes and amendments, with the exception of the obligation to report on them to ensure their execution.

CHAPSVISION GROUP

The Service Provider is a company of the Chapsvision Group. As such, the Client recognizes and accepts that :

- the Service Provider has the necessary rights to market the solutions proposed by the subsidiaries of the ChapsVision Group. Therefore, if the Client decides to subscribe to other products of the Chapsvision Group, it will approach the Service Provider for that;
- the Service Provider can call upon other subsidiaries of the ChapsVision Group, which will act on behalf of the Client, as subcontractor of the Service Provider;
- the data processed within the framework of the conditions herein may be transferred and/or processed, under the present contract, to other subsidiaries of the ChapsVision Group.

APPLICABLE LAW / JURISDICTION

The present General terms and conditions of service and the commercial proposals are subject to French law. In the event of a dispute relating to the formation, performance and interpretation of these terms and conditions, the Parties agree to submit, prior to any legal action, to an amicable conciliation procedure between the operational representatives of each of the Parties. To this end, the Parties shall meet within fifteen (15) days following receipt of the registered letter stating the disagreements. If no agreement can be reached at the operational level, the Parties will take their disagreement to their respective senior management level. In the absence of an amicable settlement, the dispute will be submitted to the exclusive jurisdiction of the Commercial Court of PARIS, including in the case of summary proceedings, appeal in warranty or multiple defendants.