

THE OEM SOFTWARE DISTRIBUTION & LICENSE TERMS & CONDITIONS

THESE TERMS ATTACHED, TOGETHER WITH ANY AMENDMENTS, ORDER FORMS, AND ANY ADDITIONAL AGREEMENTS YOU ENTER INTO WITH TOUCANTOCO, INC., A CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 75 STATE STREET STE 100, BOSTON MA, 02109 (“TOUCANTOCO”, “WE” OR “OUR”) IN CONNECTION WITH A SOFTWARE SOLUTION (COLLECTIVELY, “TERMS”), EXCLUSIVELY GOVERN YOUR ACCESS TO AND USE OF TOUCANTOCO’S SOFTWARE. THE TERMS APPLY TO YOU IF YOU HOLD AN ACCOUNT WITH US, IF YOU PURCHASE ANY PRODUCT AND ACCESS OUR SOFTWARE, OR IF YOU OTHERWISE USE ANY OF TOUCANTOCO’S SERVICE. PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SOFTWARE.

BY ACCESSING, USING AND/OR ORDERING THE SOFTWARE, YOU WARRANT THAT YOU ARE AUTHORIZED TO DO SO, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE USING THE SOFTWARE ON BEHALF OF AN ORGANIZATION OR LEGAL ENTITY (“ORGANIZATION”), THEN YOU ARE AGREEING TO THESE TERMS ON BEHALF OF THAT ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS, WHETHER OR NOT A PURCHASE ORDER HAS BEEN EXECUTED. IN THAT CASE, “YOU” AND “YOUR” REFERS TO YOU AND THAT ORGANIZATION.

These Terms constitute the entire Agreement between TOUCANTOCO and the Licensee for the provision of the rights to the Software. The Licensee expressly waives the application of its own terms and conditions.

TOUCANTOCO and the Licensee are individually referred to as a "Party" and together referred to as the "Parties".

THE FOLLOWING IS SET OUT IN ADVANCE:

TOUCANTOCO designs, deploys, and operates software and services for data analysis and visualization.

TOUCANTOCO has developed a solution allowing customers to create applications for monitoring and producing dashboards to visualize and exploit their data.

TOUCANTOCO is willing to grant certain rights and licenses to Licensee;

Section 1 – Definitions

"Combined Product" shall mean any work created and authored by Licensee which results in a product, as further defined in any applicable Purchase Order, which integrates the Software for use by its End Users, it being understood that Licensee shall have created and authored a significant portion of the code and content resulting production the Combined Product. Combined Product shall include all ports, modifications, improvements, enhancements, additions, derivative works, updates, releases and versions thereof, whether created or developed by or on behalf of Licensee. Combined Product shall be, by objective examination of features and functions, a product substantially different from the Software.

"Confidential Information" shall mean any information disclosed by TOUCANTOCO that is technical, commercial, strategic, financial, economic, related to research, technical specifications, product, development and marketing plans and/or proposals, training methods and materials, inventions, processes, studies, records, reports, memoranda, drafts, trade secrets, know-how, ideas, concepts, strategies, and any and all other information which is confidential by its nature, no matter on which medium and in which form (verbal, visual or written).

"Documentation" shall mean the operating manuals, user instructions, technical literature, and all other documents regarding the use of the Software, in any form, provided to the Licensee by TOUCANTOCO. The Documentation shall be provided to the Licensee in electronic format and be available on TOUCANTOCO’s main website.

"End User" shall mean a user of the Combined Product who acquires such Combined Product from Licensee for its own internal use. End Users are authorized by Licensee to use the Combined Product and thus use the Software by virtue of having been supplied the Combined Product identified in a Purchase Order. Licensee is fully liable for any act and/or omission and/or performance of any obligations by End Users set forth in these Terms and/or a Purchase Order.

"Incident" shall mean a malfunction, anomaly or error of the Software that prevents access to or use of the Software.

"Intellectual Property Rights" shall mean patent rights (including patent applications and invention disclosures), copyrights, rights in database, trademarks, service marks, trade secrets, moral rights, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded.

"Maintenance" shall mean the provision of End User assistance regarding a Combined Product provided by the Licensee or the provision of Updates and maintenance by TOUCANTOCO of the Software in accordance with the provisions of these Terms.

"Price List" shall mean the price list applicable to the Licensee on the signature of the Purchase Order and provided by TOUCANTOCO in Appendix A of such Purchase Order.

"Purchase Order" shall mean the document containing the details of the Services, rights and licenses as well as the duration and the applicable financial terms and conditions that are an integral part of the Agreement in either electronic or written form. The Parties acknowledge and agree that the terms and conditions of any such Purchase Order Form shall not be binding upon the Parties or in any way modify, amend, or supersede the terms and conditions of these Terms.

"Service" shall mean the services supplied by TOUCANTOCO as detailed in the Purchase Order related to the Software.

“Software” shall mean all software owned or licensed by TOUCANTOCO, in object code format, subject to the provisions of paragraph 2, and shall include all ports, modifications, improvements, enhancements, additions, derivative works, updates, releases and versions thereof, as the same may be renamed or succeeded, as further described in the Documentation. In any case, the Software shall remain the sole and exclusive property of TOUCANTOCO.

“Sublicense” shall mean the licensing of Combined Product by Licensee to End Users pursuant to a license agreement consistent with the Terms herein, including, where the Combined Product consists of hardware and software, the sale of the hardware included with the Combined Product and the license of the software included in the Combined Product.

“Terms” shall mean the OEM Software Distribution and License Terms & Conditions, its appendices and any amendments thereto that may supplement, modify or replace them and the related Purchase Order.

“Third-Party Software” shall mean the complete and documented computer programs, in the version provided with the Software, in the form of object codes, licensed under a specific license (being either an open-source license or a proprietary license), as described in the Documentation.

“Update” shall mean one or more modifications to the Software that may contain patches as well as improvements of the Software, including changes that bring one or more major functional changes.

“White label” shall mean the possibility of the Licensee to use the Software, transform it into the Combined Product and sell it under his own brand name.

Unless the context otherwise requires, the terms and definitions used in the singular form refer to the plural form and conversely.

Section 2 – License Grants and Restrictions

2.1 Use of the Software

2.1.1 Subject to Licensee’s compliance with the Terms and payment of all sums defined any applicable Purchase Order, TOUCANTOCO hereby grants to the Licensee a limited, non-exclusive, revocable, in run-time format only, right to:

- (i) integrate the Software into the Combined Product;
- (ii) use, reproduce, distribute, display the Combined Product, including through its subsidiaries, distributors, resellers and agents ("Licensee's Distributors"), it being understood that such grant of rights shall specifically exclude any rights to the Software alone;
- (iii) conclude Sublicense agreements, promote and market the Software solely as part of Combined Product to the End Users; and
- (iii) provide the Software, solely when integrated in the Combined Product, to the End Users.

Licensee may not make available in any form or expose the Software other than as specifically permitted by the Terms.

In this context, Licensee agrees that only duly authorized persons including Sub-Licensees and authorized End Users shall have access to the Software and only via the Combined Product. Licensee shall be responsible for ensuring that

Sub-Licensees and End Users comply with the terms of these Terms.

2.1.2 TOUCANTOCO hereby grants to Licensee a non-exclusive, revocable, world-wide right to use the TOUCANTOCO name, and logo (collectively, "Toucantoco Marks") for the limited purpose of identification and marketing of the Software in and/or on the Combined Product including in the course of special events, shows and/or conferences, including but not limited to trademark usage and cooperative advertising policies under the Agreement. All use of the TOUCANTOCO Marks by Licensee shall insure to TOUCANTOCO's benefit.

2.1.3 Nothing in the Terms herein shall restrict TOUCANTOCO from marketing and licensing through its own sales force, directly or indirectly, or from authorizing or appointing any dealers, agents, representatives, distributors, original equipment manufacturers, value-added resellers, business partners or other third parties to promote, license, distribute or support the Software or otherwise.

2.1.4 The Licensee shall not acquire any other rights than those which are expressly granted pursuant to this Section. The Licensee shall not make any other use of the Software except as expressly provided for in this Section 2.

2.2 Limitation to the granted license

2.2.1. According to the rights granted to the Licensee on the Software pursuant to section 2.1, the Licensee is expressly prohibited from:

- deleting or removing any notice identifying TOUCANTOCO as the manufacturer indicated on the Software or the Documentation;
- use the TOUCANTOCO Marks and/or any trademarks or trade names of TOUCANTOCO for any purpose other than as provided in the Terms and/or applicable Purchase Order;
- copying, bypassing or emulating the Software or circumventing the protection provided to the Software in any manner;
- analysing or causing a third party to analyse, meaning to observe, study and test the operation of the Software and/or of the Software in order to determine the ideas and principles forming the basis of the program’s elements at the time that the program performs operations for loading, display, execution, transmission or storage of the Software, for any purpose other than as strictly provided herein;
- reverse engineering, decompiling, disassembling the Software, or creating derivative works based upon the Software, or otherwise attempting to derive source code from the Software, for any purpose other than as strictly provided herein.;
- modifying, enhancing or translating the Software, including for the fixing of bugs or errors, which rights are exclusively reserved by TOUCANTOCO;
- transferring, leasing, sublicensing, assigning, charging or otherwise dealing in or encumber the Software, for any purpose.

2.2.2 Licensee shall not enable or permit any of its End Users to:

- license or sublicense the Combined Product to any third party; or

- make available or expose Software including the pass-through of Software, or repackage of the Software other than as specifically permitted by these Terms and/or an applicable Purchase Order; or
- make available or expose to End Users, directly or indirectly, including via pass-through and translation mechanisms, the general-purpose ability to submit queries for evaluation by the Software; or
- use the Software to provide training or other professional services on the Software (other than related to the Combined Product) to third parties; or
- modify, adapt, translate or otherwise make any changes to the Software, or
- disclose or publish, without TOUCANTOCO's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on Software.
- give to the End User access to TOUCANTOCO's Software directly or to access or use any other data sources than the data specified in Combined Product, as described in the Purchase Order.
- disassemble, decompile, reverse engineer, modify, translate, or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software, including TOUCANTOCO's Confidential Information, in whole or in part, for competitive purposes or otherwise.

2.2.3 Upon expiration or termination of the Agreement, Licensee will immediately cease all display, advertising and use of all TOUCANTOCO Marks and will not thereafter use, advertise or display any such marks and/or other TOUCANTOCO trademark, trade name, logo or designation which is, in whole or in part, confusingly similar to the TOUCANTOCO Marks and/or any trademark, trade name, logo or designation associated with TOUCANTOCO.

2.3 Third-Party Software

The Software contains Third-Party Software. TOUCANTOCO is not granting any right on the Third-Party Software, which remains subject to the specific licenses applicable to each Third-Party Software and as described in their related applicable documentation. Thus, TOUCANTOCO disclaims all warranties, indemnities, obligations, and other liabilities in connection with any third-party software downloaded or installed in the Software. In particular, the Licensee is solely responsible for checking and testing the compatibility of the Third-Party Software with Licensee Product

Section 3 – Ordering ; Financial conditions

3.1 Ordering and Delivery of Software

Details of any order by Licensee shall be set forth in the Purchase Order, including but not limited to the Effective Date, the Order Start Date, and the Duration relating to use of the Software.

The Licensee shall provide TOUCANTOCO with a quarterly report by email, on the first day of each following quarter, detailing what happened in the last quarter. The report shall contain all information related to the Combined Product's usage including but not limited to End Users' numbers,

quantities, and prices. Such report shall also include a forecast for the following quarter, in order to allow TOUCANTOCO to evaluate the quantities to be manufactured. All orders for Software licenses which follow an initial order shall be made according to such quarterly report and shall be sent by Licensee to TOUCANTOCO by email.

All orders are non-refundable, including in cases where the Licensee has cancelled an order and/or has not used the Software.

3.2 Prices

Licensee shall pay TOUCANTOCO any and all royalties, licensee fees and/or other fees as set forth in each applicable Purchase Order. The prices do not include applicable taxes, customs, tariffs, value-added tax or any other applicable taxes, which shall be paid by the Licensee.

3.3 Payment Terms

3.3.1 Basic subscription Payment Terms - In consideration for the Services and use of the Software, Licensee agrees to pay TOUCANTOCO the amounts of Basic subscription specified in the Purchase Order in accordance with the terms set out therein upon the Effective Date unless otherwise agreed upon in writing by the Parties in the Purchase Order. Then if the Agreement is automatically renewed for an additional period as specified in Section 4, the Licensee agrees to pay the full amount of Basic subscription fees on the anniversary date of agreement.

3.3.2. End user Licenses Payment Terms - Except as agreed upon in writing by the Parties in the Purchase Order, Licensee will be billed quarterly for End Users' licenses for use of Combined Product activated during the preceding quarter. Billing for the preceding quarter will occur on the first day of the following quarter.

Invoices shall be payable within thirty (30) days after issuance thereof. In addition to any remedies TOUCANTOCO may have pursuant to these Terms or at law for non-payment, delinquency in payment may result in a delay or suspension of the right to use the Software. In addition, if Licensee does not make payment when due, in addition to TOUCANTOCO's rights herein, TOUCANTOCO may charge interest on the unpaid amount at the lesser of 1.5% per month or the maximum rate allowed by law. In the event TOUCANTOCO incurs any costs (including reasonable attorney's fees) from efforts collecting overdue fees from Licensee, Licensee agrees to pay such costs. Licensee further agrees to pay all foreign, federal, states, and local taxes, if applicable, to Licensee's access to, use, or receipt of the Software. All payments shall be made in US dollars, unless agreed otherwise in the Terms.

Any recurring charges shown on any given Purchase Order generally include the usage-based backup and storage service fees, which are calculated, reported, and charged as set forth in the Purchase Order unless stated otherwise in writing in such Purchase Order.

Unusual or large data recovery such as the restoration of data that has been lost or corrupted due to system crashes, erroneous deletions, or other unplanned events from a

recent copy of the data previously backed-up on tape may lead to additional charges.

Section 4 – Term and Termination

4.1 Term. The initial term (“Initial Term”) of this Agreement will commence on the Order Start Date set forth in the Purchase Order and shall automatically renew for additional periods equal to the Initial Term (the "Additional Term")

4.2 Termination upon Notice. Either Party may terminate any Purchase Order upon notice sent by certified mail to the other Party at least (3) months prior to the termination date of the Initial Term or any Additional Term set forth in any applicable Purchase Order.

4.3 Termination for Breach. The Term specified in a Purchase Order and shall be non-modifiable except as expressly set forth in this Section 4.

Each Party may terminate a Purchase Order, immediately in case of breach by the other Party of one of its obligations herein (i) within twenty (20) days from any notification of such breach by a Party to the breaching Party by certified mail if such breach has not been cured within such time period; or (ii) if the considered breach is incapable of remedy.

The Agreement shall further terminate immediately terminate if:

- (a) either Party files bankruptcy, insolvency, reorganisation, adjustment of debt or other forms of relief for debtors based on any proceeding under any applicable laws of any relevant jurisdiction, without prejudice to legal requirements;
- (b) any Party is the subject of any dissolution, or liquidation proceeding, without prejudice to legal requirements; and
- (c) the business license, registration, or any other requirements for doing business of any Party is suspended or cancelled by any governmental authority.

4.4 Effects of termination

Upon termination or expiration of these Terms and/or a Purchase Order, for any reason, shall cause Licensee to:

- (a) promptly cease the distribution of Combined Products;
- (b) promptly cease the use of the Software and TOUCANTOCO Marks;
- (c) return or destroy all copies of Software, including all ports, supporting Documentation. Licensee may, however, retain one (1) copy of the Software, Documentation to be used solely for providing support to existing End-Users;
- (d) remove Software from any Combined Products not returned or destroyed; and/or
- (e) certify in writing to TOUCANTOCO, that it has performed all acts set forth in this Section.

Section 5 – TOUCANTOCO Representations and Warranties

While performing this Agreement, TOUCANTOCO undertakes to:

- designate a member of its personnel as an OEM manager, who will be the main contact person of Licensee for questions regarding the Agreement;

- keep the Licensee informed of all the evolutions or modifications of the Software;
- provide the Licensee with all technical and commercial information that TOUCANTOCO deems useful to enable the Licensee to use the Software.

TOUCANTOCO reserves the right at any time and from time to time to modify, temporarily or permanently, its Software (or any part thereof). Notwithstanding the foregoing, except for routinely scheduled down time, or as otherwise provided in these Terms, TOUCANTOCO shall use commercially reasonable efforts to notify Licensee prior to any such modification. Licensee acknowledges that TOUCANTOCO reserves the right to discontinue offering the Software at the conclusion of Licensee’s then current Term. Licensee agrees that TOUCANTOCO will not be liable to Licensee or any third party, including but not limited End Users, for any modification or discontinuance of the Software.

Section 6 – Licensee Representations and Warranties

Licensee understands and agrees that, at no time, shall Licensee grant a Software license or Maintenance service directly to an End User.

6.1 The Licensee shall:

- not take any action to impair the reputation of the Software, the TOUCANTOCO Marks and any other product and/or service offered by TOUCANTOCO;
- not undertake any action that would impair or disrupt TOUCANTOCO’s relationship with its clients or potential clients ;
- be solely responsible for invoicing and collecting the licence fees for all Software integrated into Combined Products that Licensee sublicenses to its End Users;
- inform TOUCANTOCO immediately of any potential defects discovered when using the Software and of End Users’ complaints relating to the Software;
- notify TOUCANTOCO immediately of any legal notices, claims or actions directly or indirectly relating to the Software and not enter into or compromise any legal action or other proceeding relating to the Software without the prior written consent of TOUCANTOCO;
- ensure that Combined Products do not adversely affect the Software;
- not use the Software for illegal purposes or in an illegal manner, including in violation of the Intellectual Property Rights of TOUCANTOCO or any third party; and
- designate a member of its personnel as an OEM manager, who will act as Licensee’s main contact person.

6.2 Licensee agrees to use reasonable efforts to protect TOUCANTOCO's proprietary rights and to cooperate at Licensee's expense in TOUCANTOCO's efforts to protect its proprietary rights. Licensee agrees to promptly notify TOUCANTOCO of any known or suspected breach of TOUCANTOCO's proprietary rights that comes to Licensee's attention.

6.3 The Combined Product shall include all proprietary and copyright notices received from TOUCANTOCO in relation to Licensee's use of the Software. Proprietary and copyright notices must appear in the same manner and form as Licensee uses to protect its own copyrights including, but not limited to, any user manuals, product documentation and appropriate screens (e.g., software editor/"splash screen", "Read Me file", the "About Box"). Licensee agrees not to alter, erase, deface or overprint any notice provided by TOUCANTOCO. Licensee further represents and warrants that it shall include appropriate trademark notices when referring to any Combined Product in advertising and promotional materials.

6.4 Unless otherwise specifically granted elsewhere herein, this license does not grant any right to Licensee for the resale of any services (including, but not limited to, renting, leasing or time-sharing incorporating the Software, service bureau or application service provider services) based on the Software or any component or portion of the Software alone (i.e., not via the sale of the Combined Product). For avoidance of doubt, this license does not grant any right to Licensee to offer the Software or any component or portion thereof without the Combined Product. Upon TOUCANTOCO's request, Licensee shall furnish to TOUCANTOCO evidence that Combined Product complies with the definition set forth in Section 1 herein. Licensee acknowledges and agrees that failure to comply shall be considered grounds for termination for material breach in accordance with Section 4.

Section 7 – Intellectual property

7.1 Software ownership

The Licensee acknowledges and agrees that the Software, including, but not limited to, any patches, workarounds, updates, upgrades, enhancements, and modifications thereto, all trade secret, copyright, patent, trademark, trade name as well as any improvements, modifications and derivative works, and any Intellectual Property Rights therein, are and shall remain TOUCANTOCO's exclusive property.

Licensee acknowledges and agrees that the Software and related materials, including but not limited to the Documentation, contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

Licensee further acknowledges and agrees that the content or information presented to Licensee through the Software may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The license is granted to the

Licensee only in strict compliance with the terms herein and shall not operate any transfer of intellectual property rights in or to the Services or the Software. The organization, structure, sequences, logic, and source code of such materials are trade secrets. Except where expressly provided otherwise by TOUCANTOCO, nothing in the Software, Service, or Terms shall be construed to confer any license to any of TOUCANTOCO's (or its third-party manufacturer's, author's, developer's, TOUCANTOCO's, and service provider's intellectual property rights, whether by estoppel, implication, or otherwise.

Licensee Product are and shall remain the Licensee's exclusive property. Title to the Combined Product shall reside in Licensee, subject to and specifically excluding any Intellectual Property Rights to the Software and/or Documentation and/or any related materials. Licensee acknowledges and agrees that title to and ownership of the Software incorporated in the Combined Product shall at all times remain with TOUCANTOCO.

The Licensee shall in all cases, and particularly in the context of any proceedings undertaken by creditors, ensure that the Software is clearly identified as not being the property of the Licensee, and the Licensee shall refrain from creating or allowing the creation of any preferential right, security interest, lien or charge over the Software.

Section 8 – Noncompetition

During the Term and a six (6) month-period after termination of any agreement between the Parties, for any reason whatsoever, the Licensee agrees not to sell products or services competing with TOUCANTOCO's products or services.

This clause doesn't prevent the Licensee from contracting with an entity directly competing with TOUCANTOCO. This clause prevents the Licensee itself from engineering a business intelligence software that is directly competing with the Software.

Section 9 – Audit

For the duration of the Term and a two (2) year-period following termination of any Purchase Order, for any reason whatsoever, the Licensee shall provide all accounting, technical, sales and other documents and information relating to the use of the Software, within five (5) days from any TOUCANTOCO request of TOUCANTOCO .

For the duration of this Agreement and a two (2) year-period after its cessation for any reason whatsoever, TOUCANTOCO will also be entitled to proceed or have an agent proceed to the audit of the accounts, records and documents relating to the use of the Software at the Licensee premises. Such audit may be conducted twice a year upon a prior forty-eight (48) hours notice.

These audits shall be carried out at the expense of TOUCANTOCO, unless the results of any audit evidences Licensee's breach of the terms herein and/or any applicable Purchase Order. In case of such breach, the Licensee shall reimburse TOUCANTOCO any expenses incurred from additional audits, and damages.

Section 10 – Warranties and Liabilities

10.1 Warranty of Functionality

TOUCANTOCO warrants to Licensee during the Term that the Software will comply with the material functionality described in the Documentation and/or Purchase Order and that such functionality will be maintained in all material respects in subsequent upgrades to the Software. Licensee's sole and exclusive remedy for TOUCANTOCO's breach of this warranty shall be that TOUCANTOCO shall use commercially reasonable efforts to correct such errors or modify the Software to achieve the material functionality described in the Documentation and/or Purchase Order

within a reasonable period of time. However, TOUCANTOCO shall have no obligation with respect to this warranty claim unless notified of such claim within (30) days of the first material functionality problem. Further, TOUCANTOCO shall have no obligation with respect to this warranty claim, and Licensee may not terminate any Purchase Order, where any alleged nonconformity is due to Licensee and/or an End User error as reasonably determined by the Parties after investigation and analysis by TOUCANTOCO. TOUCANTOCO does not warrant that the Software will be free of non-material errors, bugs, or minor interruption, or that all such errors will be corrected.

10.2 Non-Infringement Warranty

TOUCANTOCO warrants that it is the sole owner of and or has full power and authority to grant the license and use of the Software and other rights granted under these Terms to Licensee with respect to Software and that neither the performance by Licensee in its use of the Software, nor the license of and authorized use by Licensee of the Software as described herein, will in any way constitute an infringement or other violation of any U. S. copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

10.3 DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE STATED IN THIS ARTICLE, TOUCANTOCO DOES NOT REPRESENT THAT LICENSEE'S USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SOFTWARE WILL MEET LICENSEE REQUIREMENTS OR THAT ALL ERRORS IN THE SOFTWARE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SOFTWARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY TOUCANTOCO OR THE OPERATION OF THE SOFTWARE WILL BE SECURE OR THAT TOUCANTOCO AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING LICENSEE DATA OR LICENSEE'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY TOUCANTOCO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED HEREIN, THE SOFTWARE IS PROVIDED TO LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. LICENSEE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE LICENSEE'S PURPOSE.

10.4 LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE

ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE USE OF THE SOFTWARE AND/OR SERVICE OR THE INABILITY TO USE SOFTWARE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE USE OF THE SOFTWARE AND/OR SERVICE OR THE INABILITY TO USE SOFTWARE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 DIRECT DAMAGE LIMITATIONS

11.5.1 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TOUCANTOCO OR ANY THIRD PARTY VENDORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY LICENSEE IN THE AMOUNT EQUIVALENT TO 80% OF THE TOTAL ANNUAL PAYMENT FOR THE YEAR PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP.

11.5.2 TOUCANTOCO SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE LOSS OR CORRUPTION OF ANY DATA OR CONTENT WHETHER RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS OR OTHERWISE.

10.6 EXCLUSIONS

THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 10 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES TO PERSONS AND/OR TANGIBLE PROPERTY OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, (II) BREACHES BY LICENSEE OF LICENSE TERMS, (III) LICENSEE'S UNAUTHORIZED USE OF TOUCANTOCO'S OR THIRD PARTY TOUCANTOCO'S INTELLECTUAL PROPERTY, MATERIALS OR ASSETS; (IV) DAMAGES INCURRED AS A RESULT OF A BREACH BY A PARTY OF ITS OBLIGATIONS THAT RESULT IN THE DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE OTHER PARTY, OR (V) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION PURSUANT TO SECTION 11 (WHICH ARE SUBJECT TO THE LIMITS, IF ANY CONTAINED THEREIN). DAMAGES AS LIMITED BY THIS SECTION ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDY IF ANOTHER REMEDY IS PROVIDED AND SUCH REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

Section 11 – Indemnification

11.1 Personal Injury and Property Damage

Each party (the “Indemnifying Party”) agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an “Indemnified Party”), in accordance with the procedures described in this Section, from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, “Losses”) arising from or in connection with any such third party claim for: (i) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

11.2 Infringement

TOUCANTOCO will indemnify, defend and hold harmless Licensee for Losses Licensee incurs as a direct result of any unaffiliated third party claim based on any claim that the Software infringes any U.S. copyright, trademark or trade secret, except to the extent resulting from (i) Licensee and/or an End User’s modification of the Software or combination by Licensee of the Software with other products or services if the Software would not have been infringing but for such combination or modification, (ii) Licensee’s use of the Software in a manner not authorized herein or for which it was not designed, (iii) Licensee’s failure to use an updated non-infringing version of the applicable intellectual property to the extent Licensee was notified that the update cured an infringement, (iv) changes to the Software made by TOUCANTOCO at the direction of the Licensee or (v) any data submitted to TOUCANTOCO by Licensee. If any item for which TOUCANTOCO has an indemnification obligation under this Section becomes, or in TOUCANTOCO’s reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, TOUCANTOCO will, in addition to indemnifying Licensee as provided in this Section, promptly take the following actions, at no additional charge to Licensee, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by TOUCANTOCO using commercially reasonable efforts, and only in such event, TOUCANTOCO will remove the item from the Software and the applicable fee will be equitably adjusted to reflect such removal. This Section 11.2 states Licensee’s sole and exclusive remedy for TOUCANTOCO’s infringement or misappropriation of intellectual property of a third party.

11.3 Licensee’s Indemnity

Licensee shall defend and indemnify TOUCANTOCO against any and all Losses incurred by TOUCANTOCO arising out of or in connection with a claim by a third party (i) alleging that the Licensee Products, the Combined Product and/or any material and/or data submitted by Licensee to TOUCANTOCO, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Licensee’s breach of these Terms and/or any applicable Purchase Order. Licensee will indemnify, defend and hold harmless TOUCANTOCO, its affiliates, successors, and assigns, including the applicable officers, directors,

employees, and agents thereof for damages, costs and attorneys’ fees TOUCANTOCO incurs from any unaffiliated third-party claim arising from Licensee’s Content or Licensee’s or any end user’s use of the Services.

11.4 Indemnification Procedures

The Party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party’s failure to provide notification shall not affect the indemnifying party’s indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party’s ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying party shall promptly reimburse the indemnified party for all such costs and expenses.

Section 12 – Confidentiality

Each Party may have access to Confidential Information. For purposes of this Agreement, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. For avoidance of doubt, the Purchase Order and these Terms shall be Confidential.

A Party’s Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s lawful possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other Party without use of or reference to the other Party’s Confidential Information, as established by written records. The Parties agree to use commercially reasonable efforts not to make each other’s Confidential Information available in any form to any third party. Notwithstanding the foregoing,

Licensee acknowledges and agrees that TOUCANTOCO may disclose Licensee’s Confidential Information to its third-party vendors solely to the extent necessary to provide products or services under these Terms. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a Party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the “Responding Party”) shall first

have given sufficient and prompt written notice to the other Party of the receipt of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If the Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the Party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.

To the extent TOUCANTOCO has any access to Licensee content in the course of providing the Services and/or Software, TOUCANTOCO's entire obligation to keep such content confidential is stated in this Section below. TOUCANTOCO shall not, intentionally (i) access Licensee's content or (ii) disclose Licensee's content to any third party, except to the extent: (a) Licensee makes its content publicly available, (b) as necessary for TOUCANTOCO to provide, or obtain third-party supplier support for, the Software and/or or to provide information requested by Licensee, or (c) as specifically authorized by Licensee in writing.

TOUCANTOCO's obligation to protect Licensee's content from unauthorized use, access or disclosure is: (i) to provide the Software specifically set forth in the Purchase Order and (ii) maintain and enforce the then-current standard TOUCANTOCO security policies and standards applicable to the Software.

The obligations in this Section shall not apply to the recipient of Confidential Information and/or TOUCANTOCO with respect to content to the extent disclosure of Confidential Information is required to comply with laws or respond to requests by a regulatory or judicial body and/or as otherwise required for legal process. In the event that any such disclosure is required, the recipient, and/or TOUCANTOCO with respect to such content, reserves the right to charge the other party on a time-and-materials basis for recipient's/TOUCANTOCO's reasonable efforts related to its compliance and response, including, if applicable, reasonable attorney's fees. treated in accordance with the Appendix hereto.

Section 13 – Miscellaneous

13.1 Transfer – Assignment

This Agreement is executed and performed intuitu personae in consideration of the skills and expertise of the Licensee. As a consequence, the Licensee may not assign or transfer, for any reason and in any form whatsoever (in particular in case of merger, acquisition, split, total or partial sale of assets and/or transfer of business), all or part of these Terms and/or Purchase Order to a third party without TOUCANTOCO prior written agreement.

The Licensee undertakes to inform TOUCANTOCO immediately of any event that could result in (i) any change in the control of the Licensee company (particularly by merger or acquisition) or (ii) the change in ownership of Licensee's corporate entity.

TOUCANTOCO reserves the right to terminate the Agreement by certified mail, without compensation, in the event of a change in Licensee's change in ownership through

the entry of a partner (s) whose activity competes with TOUCANTOCO's activity.

Subject to the foregoing, TOUCANTOCO may assign the Agreement freely.

13.2 Insurance

The Licensee and TOUCANTOCO declare that they are covered by an adequate indemnity insurance policy. The Parties shall provide a copy upon written if requested.

13.3 Cooperative Marketing

The Licensee will actively participate in promoting the TOUCANTOCO products. This participation can take several forms, among which but not limited to, physical or online testimonies, communication with TOUCANTOCO prospects, participation to exhibition shows, etc.

13.4 White Label

The Licensee has the possibility to use the Software, transform it into the Combined Product and sell it under its own brand name. All conditions of any White Label are specified in Appendix A of the Purchase Order and depend on the selected Plan.

Section 14 – Maintenance

14.1 Maintenance. Conditions regarding Maintenance shall be set forth in APPENDIX 1. In order to perform maintenance, including infrastructure and application upgrades, there will be routinely scheduled down time. Licensee shall give TOUCANTOCO one (1) week notice in the event that such routinely schedule maintenance conflicts with its operations at a critical time. TOUCANTOCO further reserves the right on approximately a quarterly basis to issue new releases in which TOUCANTOCO may, but does not have the obligation to, add functionality to the Software. Licensee acknowledges that these periodic major releases can take several hours to complete (up to eight hours). In the event that TOUCANTOCO, in its sole discretion, determines that any unscheduled maintenance is necessary, TOUCANTOCO will use commercially reasonable to notify Licensee as soon as it becomes aware of such need. In respect of any Update, TOUCANTOCO undertakes to provide corrective action as soon as possible in the event of an Incident affecting the Software, not resulting from any action or omission on the part of the Licensee and/or the End user.

14.2 Maintenance provided to the End users

Maintenance is subdivided into several services which will be agreed upon and set forth in an applicable Purchase Order. The services associated with the distribution of the Software such as installation, the first level of Maintenance, the training of the End User in the use and the specific adaptations of the Software will be provided to the End user by the Licensee. TOUCANTOCO shall in no way be responsible for any such maintenance services to End Users.

Section 15 - Miscellaneous

15.1 Entire agreement

the Terms, Purchase order and any other Appendix attached herein and incorporated by reference shall state the entire agreement of the Parties with respect to the distribution and use of the Software and the provision of the Maintenance and/or any of the Services set forth in any Purchase Order and/or these Terms and supersedes all prior negotiations and discussions.

No provision herein will be deemed to have been waived, supplemented or amended by one of the Parties without a prior written agreement signed by authorized representatives of both Parties in the form of an amendment, which specifically provides for the decision to supplement, modify or exclude the application of a clause.

15.2 Severability

Should any of the provisions herein be held or deemed to be invalid, void, inapplicable or unenforceable, it shall be replaced by a mutually acceptable provision which comes closest to the intention of the Parties underlying the invalid, void, inapplicable or unenforceable provision, and the other provisions will remain effective.

The fact that one of the Parties did not exercise any of its rights under the Agreement in a timely manner or did not exercise them at all shall not be considered as a waiver of the exercise of its rights, whether in relation to a past or future fact.

15.3 Notices

All notices under these terms and/or a Purchase Order shall be sent in writing at the address of the Parties stated on the first page of the Agreement. Any change of address must be promptly notified to the other Party. All notices and other communications under the Agreement shall be validly made by email, fax, registered letter with acknowledgment of receipt or hand delivery against receipt, except where a registered letter with acknowledgment of receipt is required under the terms and obligations herein. The date of notification shall be the date of presentation of the letter to the addressee or the hand delivery date.

15.4 Force Majeure

Neither Party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, government orders of quarantine, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

15.5 Hosting

TOUCANTOCO provides hosting for the Software on a dedicated and secure server located in France provided by a

partner of TOUCANTOCO. The Licensee and End User's data are hosted by the partner up to a maximum volume of ten (10) gigabit and are partitioned from other customer's data, hosted by the partner. Two (2) virtual centralized processing units (vCPUs) will be allocated. The allocated random access memory (RAM) will be of four (4) Go, eight (8) or twelve (12) Go, depending on the needs expressed by the Licensee and selected Plan specified in Purchase Order and its Appendix A.

At the express request of the Licensee, TOUCANTOCO may provide a hosting service exclusively dedicated to the Licensee at the financial conditions in force, on the date of the request.

TOUCANTOCO shall not be held liable for accidental destruction of the Licensee or End User data by the Licensee or a third party accessing the Combined Product by means of the Licensee' and/or End User's Identifiers. The Licensee acknowledges that the Agreement does not create any obligation on the part of TOUCANTOCO to store the End User data.

15.6 Applicable law – Jurisdiction

This Agreement is made under and will be governed by and construed in accordance with the law of Massachusetts, without regard to its conflict of laws principles, and specifically excluding from application to this Agreement the United Nations Convention on the International Sale of Goods.

Any dispute that arises between the Parties as to the validity, the interpretation and/or the performance of the Agreement will be the subject of an attempt to reach an amicable settlement between the Parties. If no amicable solution is reached within the thirty (30) days following such dispute arising, any litigation relating to the interpretation or performance of the Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston.

APPENDIX 1 - MAINTENANCE

Section 1 – Maintenance provided to the End users

Maintenance provided to end Users is subdivided into several services that will be shared between the Licensee and TOUCANTOCO in accordance with the Agreement.

The services associated with the distribution of the Software such as installation, the first level of Maintenance, training to End Users regarding use of the Combined Product and the specific adaptations of the Software will be provided to the End User by the Licensee. In respect of any Update, TOUCANTOCO undertakes to provide corrective action as soon as reasonably possible in the event of an Incident affecting the Software and not resulting from any action or omission on the part of the Licensee and/or the End user.

Section 2 – Levels of Service

2.1. Availability

2.1.1 During the Term, as set forth in the Purchase Order, TOUCANTOCO undertakes to ensure the Software is available at a Monthly Availability Rate of 99.9%.

The "Monthly Availability Rate" means the percentage calculated, for a calendar month M, according to the following formula:

$$\frac{\text{(Total number of minutes of month M – duration in minutes of Interruption)}}{\text{Total number of minutes per month M}}$$

An "Interruption" shall mean a server-side user error rate greater than five percent (5%) on the domain associated with the Software.

Unavailability of the Software does not include the following cases:

- maintenance operations carried out by TOUCANTOCO;
- Force Majeure as such is defined in the Terms;
- events not attributable to TOUCANTOCO (such as problems with the Internet network, unavailability of the Licensee and/or End Users' network or its Internet service provider, unreasonable and excessive use likely to affect the stability of the Software);
- interruptions related to changes made to the Software by the Licensee or third parties without TOUCANTOCO's authorization; and
- inaccessibility due to non-compatible equipment and/or the Licensee's terminals.

2.1.2 Failure by TOUCANTOCO to comply with the Monthly Availability Rate entitles the Licensee to a number of days of subscription to Software, as set forth hereunder (the "Credit") as follows:

Monthly Availability Rate	Credit Service (days)
between <99.9% and 98.0%, and	1
between <98.0% and >95.0%.	3
≤95,0%	10

At the Licensee's request, TOUCANTOCO shall provide a statement for the month preceding to verify the Monthly Availability Rate.

The Credit constitutes the sole remedy to which the Licensee may be entitled for the unavailability of the Software. The Licensee is required to apply for the Credit no later than one (1) month after the non-compliance with the Monthly Availability Rate. After this period, the Licensee will no longer be able to exercise his right to obtain a Credit.

The total number of cumulative Credits granted to the Licensee by TOUCANTOCO in exchange for an Interruption during a given month may not exceed ten (10) days. The Credit may not be offset in cash or against an asset.

2.2. Security

Access to the Software is secured by redundant firewalls. Data exchanges are subject to an SSL (Secure Sockets Layer) encryption procedures that ensure the authentication of persons, integrity and confidentiality of exchanged data.

TOUCANTOCO shall ensure that access to and use of the software is secure by using encrypted communication protocols in force, in accordance with customary practices.

2.1.3. Backup

The Licensee data are backed up weekly and daily.

In case of accidental deletion, the recovery time for the Backed-up Data is up-to two (2) days.

2.4. Integrity

TOUCANTOCO guarantees to put in place control measures to provide reasonable assurance that the data processed with the Software and the results are not subject to omission, alteration, distortion or any other form of anomalies likely to harm their integrity.

Processing integrity extends to any component of the system that makes up the Software and to all phases of processing (data entry, transmission, processing, storage and output of data). These controls consist of checks on the consistency of processing, the detection and management of anomalies, as well as information to End Users in the event of non-compliance. Notwithstanding anything to the contrary herein, Licensee shall have no recourse, legal and/or financial, other than as set forth in the Terms.

2.5. Monitoring

TOUCANTOCO carries out continuous access controls to the Software, 365 days a year, 24/7.

Section 3 – Maintenance conditions

3.1. Definition

Start of an Incident: refers to the time of receipt by TOUCANTOCO of an Incident notification by the Licensee at help@toucantoco.com

Working Hours: means Monday to Friday inclusive, from 10:00 am to 6:00 pm, excluding public holidays in France.

An Incident: means a malfunction, anomaly or error in the Software that prevents access to or use of Software in TOUCANTOCO' sole discretion.

Other Incidents: means any Incident that does not qualify as a Critical, Urgent, Important or Minor Incident.

A Critical Incident: means an Incident that (i) renders the Software inoperative for all authorized users, or (ii) violates the integrity of the data.

An Important Incident: means an Incident that impacts (i) one or more features of the Software intermittently or (ii) a limited number of authorized users. For example: common operations fail intermittently, or an auxiliary operation systematically fails.

A Minor Incident: means Incidents concerning minor functionalities or operations of the Software such as routine technical operations, exports and/or imports of data, system configuration or navigation within the Software.

An Urgent Incident: means an Incident that affects one or more major functionalities of the Software or severely degrades the performance of the Software on a persistent basis for several End Users.

Compatible Browsers: means the versions of Internet browsers supported by TOUCANTOCO in accordance with the Documentation in force. For your information, the Compatible Browsers on the Effective Date of the Agreement are: Internet Explorer (versions 11 and following versions), Firefox (versions 50 and following versions), Chrome (versions 35 and following versions), Safari (versions 9 and following versions).

3.2 Maintenance conditions

3.2.1 Scope of Services

TOUCANTOCO shall use its best efforts to ensure that the Software remains in operational condition and provides maintenance and support services for the Software for Compatible Browsers.

Software maintenance includes:

- providing updates, upgrades and/or additions to the Software; AND
- Correction of Incidents according to the conditions of article 23.2.2 below.

The Licensee is obliged to notify of any Incident by e-mail at help@toucantoco.com and to communicate any useful or requested information by TOUCANTOCO to enable the identification and, if necessary, the Incident consideration.

3.2.2. Response time in the event of an Incident

From the beginning of the Incident and subject to the condition that the Incident is reproducible in TOUCANTOCO's environment, TOUCANTOCO undertakes to make its best commercial efforts to consider and diagnose the Incident according to the following deadlines:

	Deadlines for intervention		Initial Incident Diagnostic Timeframe	
	Opening hours	Outside opening hours	Opening hours	Outside opening hours
Critical incident	4 hours	6 hours	6 hours	24 hours
Urgent incident	6 hours	N/A	24 hours	N/A
Important incident	10 hours		48 hours	
Minor incident	24 hours		7 days	

These levels of guarantees are subjected to the Licensee providing adequate information upon notification of an Incident. The initial diagnostic delay of the Incident is an initial technical analysis of the Incident to attempt to resolve it and is accompanied by a response from TOUCANTOCO by e-mail. The diagnosis does not include the definitive resolution of the Incident but may be accompanied, if necessary, by the TOUCANTOCO's supply of a corrective or circumvention solution.

The qualification of the Critical, Urgent, Important, Minor or Other character of the Incident is an assessment which shall be made in TOUCANTOCO's sole discretion.

In the event of an Urgent Incident, a technical representative of TOUCANTOCO will be made available to the Licensee within the deadlines provided herein.

TOUCANTOCO reserves the right not to correct any Other Incident and to integrate a correction later in an update or evolution of the Software.

3.2.3. Technical assistance

If the cause of the Incident is beyond the reasonable control of TOUCANTOCO, TOUCANTOCO undertakes to make technical suggestions that may temporarily or permanently resolve the Incident. However, in this case, TOUCANTOCO's commitments in terms of response time shall not apply.

The following constitutes an incident outside of the reasonable control of TOUCANTOCO, it being understood that this list is not exhaustive: (a) a failure of the Licensee hardware or software not provided by TOUCANTOCO, (b) a failure of the Licensee's connectivity, (c) an error in a the Licensee's user account, including unauthorized use of the Software by unauthorized persons accessing the Software via an authorized user's authentication certificate, (d) an unreasonable and excessive use of the Software, (e) a Corrupt data, (g) a non-compliant use by the Licensee of the

Software after TOUCANTOCO has informed the Licensee by any means of the need to modify the use of the Software to remedy the Incident, and (h) a case of Force Majeure as defined in the Terms.

3.2.4 Exclusions

TOUCANTOCO's maintenance commitments do not apply in the following cases:

- the Licensee's failure to cooperate with TOUCANTOCO in resolving Incidents and to respond to TOUCANTOCO's questions and requests for information;
- Use of the Software in a manner that is inconsistent with the destination or Documentation;
- unauthorized modification of the Software by the Licensee or a third party;
- use of the Software with a non-compatible or obsolete browser;
- use of the Software with any software packages, software or operating system not compatible with the Software;
- failure of electronic communication networks;
- voluntary act of degradation, malice, sabotage on the part of the Licensee or a third party; and
- Force Majeure as defined in the Terms.