SAAS SERVICE TERMS & CONDITIONS

The purpose of this Contract is to define the terms and conditions (the "SaaS Service Terms & Conditions") that rule the relationship between, Toucantoco SAS., Corporation having its principal place of business at 59 rue de Ponthieu, Bureau 562, 75008 Paris, France, registered number 801 300 526, hereof (hereinafter "TOUCAN TOCO"), and the customer identified in the Purchase order (hereinafter the "Customer"), with respect to the SaaS Service Terms & Conditions provided by TOUCAN TOCO. The Contract constitutes the entire Contract between TOUCAN TOCO and the Customer for the provision of the Services. The provisions of the Purchase Order shall prevail over the SaaS Terms of Service. The Customer expressly waives the application of its own terms and conditions. Unless otherwise stipulated in the Purchase Order, by signing the Purchase Order, the Customer acknowledges that he/she has (i) read and (ii) accepted, without reservation, the SaaS Service Terms & Conditions.

TOUCAN TOCO and the Customer are individually referred to as a "Party" and together referred to as the "Parties".

THE FOLLOWING IS SET OUT IN ADVANCE:

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

TOUCAN TOCO has developed a remotely accessible solution in software as a service (SaaS) mode allowing customers to create applications for monitoring and producing dashboards to visualize and exploit their data.

After a discussion phase between the Parties during which the Customer acknowledges that he has received from TOUCAN TOCO all necessary information enabling him to assess the adequacy of the Solution and the conditions of use to his needs and expectations, the Customer wished to subscribe to the services of TOUCAN TOCO.

Based on the customer's objectives, TOUCAN TOCO has issued a purchase order accepted by the customer for providing the Application Service from the Solution and associated Services according to the terms and conditions of the Contract.

IT WAS AGREED AS FOLLOWS:

ARTICLE 1. DÉFINITIONS

Terms beginning with a capital letter within the Contract, whether used in the singular or plural form, shall have the meanings set forth below.

Purchase order : means the document containing the details of the Services as well as the duration and the applicable financial terms and conditions that are an integral part of the Contract.

Contract: means the body of the Purchase order, of these SaaS Service Terms & Conditions, its appendices and any amendments thereto that may supplement, modify or replace them.

Documentation: refers to user manuals, user information, functionalities descriptions and any other documents available online relating to the use of the Application Service and Solution.

Data: means data, information and publications of the Customer, logos, photographs, illustrations, identity elements and fonts imported by the Customer and/or an Authorized User into the Solution for use with the Application Service.

Identifiers: means any means of identification of an Authorized User for access to the Solution and the Application Service, whether by combining an identifier with login and password or a single sign type system implemented by the Customer.

Confidential information: means information of any kind, including but not limited to information relating to commercial and financial policy, strategy, know-how, tools, methodologies and/or infrastructure concerning a Party, the Data, Solution and/or Application Service, communicated prior to or during the Contract, whatever their medium or mode of communication.

Application Service: means any software in the form of an executable program, including its functionalities, updates, modifications, corrections, revisions, upgrades or additions, as well as the Documentation made available to the Customer under the Contract.

Services: refer to the hosting and maintenance services of the Solution and Application Service provided by the Provider under the terms of the Contract.

Solution: refers to the service offered in SaaS mode by the Provider, allowing access and use of the Application Service by the customer.

Terminal: means any electronic communication device such as a workstation, mobile or tablet with an Internet connection and compatible with the Internet browsers and operating systems specified by the Provider.

Authorized User: means any natural person employed by the Customer who is duly authorized by the Customer to access and use the Application Service from a Terminal in accordance with the terms of the Contract.

ARTICLE 2. OBJECTIVE

The purpose of the Contract is to define the terms and conditions applicable to the access and use of the Solution and Application Service subscribed by the Customer as well as to the provision of the Services by the Service Provider.

ARTICLE 3. HIERARCHY OF CONTRACTUAL DOCUMENTS

In the event of a contradiction between one or more provisions of the Contract, the higher ranked document shall prevail in the following decreasing order of priority:

- The Contract's body;
- Purchase order
- Compound Annexes:
o service levels listed in Appendix 1;
o the maintenance conditions listed in Appendix 2;

The appendices have identical contractual rank.

ARTICLE 4. DURATION AND EXTENSION

The Contract takes effect from the Start Date (the "Effective Date") specified in the article **1.ORDER** of the Purchase Order.

The Contract is entered for a fixed term (the "Initial Term") as defined in the Purchase Order, article **1.ORDER** .

At the end of the Initial Term, the Contract will be tacitly renewed, except under special conditions stipulated in the Purchase Order, for additional periods equal to the Initial Term (the "Additional Term"), unless terminated by either Party upon notice sent by registered letter with acknowledgment of receipt no later than three (3) months prior to the expiry of the Initial Term or any Additional Term.

The dates of service delivery are defined during or after the signature of the contract according to the availability of the Parties and at the latest one month after the Effective Date.

ARTICLE 5. FINANCIAL CONDITIONS

5.1 Upon signing the Contract, the Customer is obliged to pay the total setup fee amount and full amount of the Annual Subscription Fee (as defined below) for the first year. Then on each anniversary date Customer shall pay the full amount of the Annual Subscription Fee for the subsequent years as specified in the **2. ANNUAL BILLING** article of the purchase order.

Prices are firm and non-refundable. The prices are fixed in USD and are exclusive of applicable taxes, which remain at the Customer's expense.

The Customer irrevocably undertakes to pay in accordance with the payment terms defined in the purchase order:

- a flat fee corresponding to the cost of iteration of the parameterization of the Application Service (the "Setup fee");

- an annual fee established based on the number of Users authorized to subscribe for the Solution, the Application Service and the Services (the "Annual Subscription Fee");

- any expenses corresponding to additional services, such as training, technical assistance, travel expenses invoiced monthly and/or services not included in the subscription of the Solution, ordered by the Customer according to the terms of the purchase order or any subsequent order form.

The subscription of licenses for additional Authorized Users during the Contract is carried out at the list price in force on the date of subscription. The Annual Subscription Fee per Additional Authorized User will be billed pro rata temporis for the current year.

In the event of early termination of the Contract by the Customer, the full annual subscription fee for the period remaining until the end of the Initial Term or Additional Term becomes immediately due and payable to the Service Provider.

5.2 The Customer acknowledges and agrees that the Service Provider reserves the right to revise the amount of the Annual Subscription Fee and any other charges applicable prior to each renewal of the Contract[Option A: on the basis of the increase in the Syntec Index according to the following formula: $P_1 = P_0 \times (S_1 / S_0)$ where P_0 denotes the price in effect on the revision date; P_1 denotes the revised price; S_0 denotes the value of the Syntec index published on the date of the previous price revision or the first price revision on the Effective Date; and S_1 denotes the value of the Syntec index on the date of the price revision][Option B: up to ten percent (10%) of the current price].

5.3 Amounts due under the Contract shall be invoiced in arrears. The payment term is set at thirty (30) days from the date of issue of the invoice by the Service Provider. Any sum not paid by the customer within the period shall automatically and without prior formalities entail the payment of penalties for delay corresponding to [Option A: three times the French legal interest rate in force] [Option B: the interest rate applied by the Central Bank to its most recent refinancing operation plus ten (10) percentage points, from the due date until full payment of the amounts due. In addition, in accordance with Article L 441-6 of the French Commercial Code, the customer may be required by operation of law to pay a lump-sum indemnity for recovery costs of forty (40) euros, which may be increased by the amount of the sums expended by the Provider for recovery upon presentation of supporting documents.

5.4 Notwithstanding the provisions of Article 5.3 above, in the event of late payment by the customer, the Provider reserves the right (i) to suspend immediately, ipso jure and without prior notice of default, access to and use of the Solution and Application Service and/or (ii) to terminate the Contract by operation of law fifteen (15) days after the Service Provider has sent a formal notice by registered letter with acknowledgement of receipt instructing the Customer to pay all sums due but not yet paid.

5.5 For all written correspondence related to the Contract or billing, the Customer shall contact :

accounting@toucantoco.com

ARTICLE 6. SOLUTION ACCESS AND USAGE

6.1. ACCESS TO THE SOLUTION

The Customer acknowledges that the Solution and the Application Service are accessible via a remote connection requiring internet access. It is up to them to have the appropriate equipment and means of connection to maintain Internet access.

Access to the Solution and Application Service is granted from any Terminal, within the limits of the availability conditions referred to in Appendix 1, by means of Identifiers assigned by the Provider to the Customer or the identification system set up by the Customer. The Customer is required to comply with the Service Provider's instructions and the technical prerequisites contained in the Documentation relating to the Solution and the Application Service.

It is the customer's responsibility to regularly modify and have modified by Authorized Users the passwords associated with the Identifiers. Identifiers are intended to restrict access to the Solution and Application Service to authorized Users only and to protect the completeness and availability of the Solution, Application Service and Customer Data.

The Identifiers are personal to each Authorized User and confidential, they are proof of the identity of the Authorized User. They may only be changed at the Customer's request or at the Service Provider's initiative in the event of a security risk, subject to informing the Customer by any means.

The Customer undertakes to maintain the confidentiality and secrecy of the Identifiers and not to disclose them in any form whatsoever to third parties. The use of the Identifiers binds the customer to any use of the Solution and the Application Service; it is his responsibility to ensure that the Authorized Users respect the terms of the Contract. The customer shall bear the consequences of any unauthorized use by third parties who have had access to or knowledge of the Identifiers. If the Customer becomes aware of the theft or misuse of Identifiers by a third party, the Customer shall inform the Service Provider without delay and confirm this by registered mail addressed to the Service Provider. In the event of loss or theft of an Identifier, the customer will use the procedure set up by the Service Provider to recover its Identifiers.

The Customer is informed that the connection to the Solution and the Application Service is via the Internet. The Customer is fully aware of the technical risks inherent in the Internet network and of interruptions or slowdowns that may affect the connection. Consequently, the Service Provider cannot be held responsible for difficulties in accessing the Solution or the Application Service due to disturbances in the Internet network.

Access to the Solution and/or Application Service may also be occasionally suspended, without the Provider's liability being sought in this respect, due to maintenance interventions necessary for the proper functioning of the Provider's servers. The Service Provider undertakes to inform the Customer under the conditions set out in Article 8 below of the interruption of access to the Solution or Application Service.

6.2. SOLUTION USAGE

6.2.1 User license

In return for payment of the price and compliance with the terms of the Contract, the Service Provider grants the Customer for the duration of the Contract a personal, non-exclusive, non-transferable, non-transferable, non-transferable and sub-licensee license to the Customer to allow access and use of the Solution and Application Service to Authorized Users from France exclusively for the Customer's internal needs.

The right of use is granted within the limit of the number of Authorized Users referred to in the purchase order, for a reasonable number of interactions and within the limit of the volume of Data specified in Article 8 below. In the event of an overrun, the Customer undertakes to inform the Service Provider immediately and to subscribe to the additional licenses and/or additional volumes required to remedy the overrun.

The Authorized User License prohibits the sharing of a right of access, simultaneously or alternatively, granted to an Authorized User between several members of the Customer's staff. However, access and use rights associated with an Authorized User may be transferred from one Customer's staff member to another provided that the original Member is no longer authorized to access and use the Solution, Application Service and associated results.

The results generated using the Application Service (such as dashboards) are governed by the terms of the license applicable to the Application Service, they may only be accessed and/or used by Authorized Users for the Customer's internal needs.

6.2.2 USAGE RESTRICTIONS

Access and usage of the Solution and Application Service is strictly limited under the terms of the Contract.

The Customer undertakes not to:

- Copy, transfer, transmit, make available and/or distribute in whole or in part in any way whatsoever the Application Service to third parties (including service providers or customers of the Customer);

- Allow access to and/or use of the Application Service beyond the number of Authorized Users specified in the purchase order without prior authorization of the Service Provider and payment of any applicable additional fees;

- Assign, sell, rent, lease, lend, sublicense, distribute, outsource or transfer the rights granted to the Customer under the Contract;

- Use the Application Service on behalf of third parties or for any similar purpose, using a data processing service, including time sharing, outsourcing or office services;

- Adapt, modify, even for correcting or translating the Application Service, create or attempt to create other works from the Application Service, or authorize a third party to do

so or provide the means to do so;

- Disassemble, decompile the Application Service, reverse engineer, or otherwise attempt to discover or reconstruct its source code, except as specifically provided by applicable law. Should the customer wish to obtain information enabling the interoperability of the Application Service to be implemented, the customer must request this information from the Service Provider by registered letter with acknowledgement of receipt;

- Altering, destroying, or deleting mentions or notices relating to intellectual property rights or any other mention of ownership of the Provider appearing in the Application Service or in the Documentation;

- Use or distribute all or part of software created in whole or in part with the Application Service.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 The Customer acknowledges that all material and intellectual property rights attached to the Solution and the Application Service or relating thereto are and remain the exclusive property of the Service Provider or its licensors. Except for the grant of a right of use of the Application Service and access to the Solution under the terms of the Contract, the Customer does not acquire any ownership rights to the Solution or the Application Service.

The customer undertakes not to infringe directly or indirectly on the property rights of the Service Provider.

7.2 The Customer is informed that by accessing and/or using the Application Service, third party software incorporated in whole or in part into the Application Service is used. The use of such third-party software with the Application Service is governed by the same license conditions as those applicable to the Application Service.

ARTICLE 8. SERVICES

8.1 HOSTING

The Service Provider provides hosting for the Solution, Application Service and Data on a dedicated and secure server located in France provided by a partner of the Service Provider. The Data are hosted by the Provider up to a maximum volume of ten (10) GB and are partitioned from other customer data hosted by the Provider. 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 customer.

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

The Service Provider shall not be held liable for accidental destruction of the Data by the customer or a third party accessing the Application Service by means of the customer's Identifiers. The customer acknowledges that the Contract does not create any obligation on the part of the Service Provider to store the Service Provider's Server Data upon expiration or termination of the customer in the absence of a request for reversibility from the customer.

8.2 MAINTENANCE

8.2.1 The Service Provider reserves the exclusive right to modify and/or improve the Solution or Application Service to correct any Incidents. The Service Provider undertakes to ensure that the Solution is maintained in operational condition, as well as the corrective and evaluative maintenance of the Application Service, with a view to correcting Incidents in accordance with the conditions set out in Appendix 2 of the Contract.

Corrections, updates and functional upgrades provided for support and maintenance are expressly subject to the terms of this Contract, including the license conditions.

In case of maintenance, access to the Solution and/or Application Service may be temporarily unavailable. The Service Provider shall endeavor to carry out maintenance operations outside working days and hours and subject to a warning period of two weeks, one (21) weeks[validate] notified by any means to the Customer, except emergency maintenance.

The Service Provider reserves the right to modify at its discretion all or part of the Application Service, the Solution, as well as any hardware or software used for the provision of the Solution, it being specified that the Service Provider shall ensure that such modifications do not lead to a substantial reduction in the performance and functionality of the Application Service.

8.2.2 Support and maintenance services do not include additional services such as training in the use of the Application Service. At the customer's request, these services will be provided and invoiced according to the Service Provider's current terms and conditions.

ARTICLE 9. DATA

9.1. PERSONAL DATA

9.1.1 Where the Data imported into the Solution for the purpose of using the Application Service include personal data within the meaning of Law No. 78-17 of 6 January 1978 relating to data processing, files and liberties and the General Regulation on Data Protection 2016/679 of the European Parliament and the Council of 27 April 2016 from the date of its application (together the "**Personal Data Regulations**"), the Customer warrants to the Service Provider that it has carried out all of the obligations incumbent upon it under the Personal Data Regulations and in particular that it has informed and obtained the consent of the natural persons concerned to the processing of their data by the Service Provider on behalf of the Customer in order to ensure their storage and use with the Application Service and has informed them of their rights.

The Customer guarantees the Service Provider against any recourse, complaint or complaint from a person whose personal data is processed by the Service Provider for the provision of the Application Service.

The Service Provider undertakes within the framework of the Contract, in its capacity as a subcontractor within the meaning of the Personal Data Protection Regulations, to take all necessary measures to ensure compliance by itself and its staff with the obligations incumbent upon it, and to:

- not to process and/or consult the Data containing personal

data for purposes other than those defined in the Contract;

- process the Data containing personal data only upon documented instruction and authorization of the Customer, including regarding data transfers to a country outside the European Union subject to the signature of Standard Contractual Clauses of the European Commission;

- not to disclose, in any form whatsoever, all or part of the Data containing personal data to third parties, and ensure that the persons authorized to process these data undertake to respect their confidentiality;

- ensure that persons authorized to process personal data undertake to respect confidentiality and receive the necessary training in the protection of personal data;

- ensure the traceability of operations and treatments carried out on behalf of the customer;

- not to outsource to a third party the processing of Data containing personal data without the prior written consent of the Customer;

- take all technical and organizational measures to guarantee the security of the Data containing personal data, and take all necessary precautions to preserve the confidentiality, integrity, availability and resilience of the processing systems in accordance with the Customer's instructions set out in the Contract;

- take all necessary precautions to prevent data containing personal data from being distorted, damaged, lost or accidentally or unlawfully destroyed and to prevent any access not previously authorized by the Customer;

- take all measures to prevent any misuse, malicious or fraudulent use of the Data containing personal data;

- take measures to restore the availability of and access to Data as soon as possible in the event of a physical and technical incident with the Solution;

- ensuring the availability and portability of Data containing personal data under the conditions defined in Article 15 (Reversibility) below;

- proceed with the destruction or deletion of personal data in the event of termination of the Contract, for any reason whatsoever, and provided that the Customer has not requested to recover and/or transfer them under the conditions set out in Article 15 (Reversibility) below;

- consider, regarding its tools, products, applications or services, the principles of personal data protection from the design stage and the protection of default data;

- to assist the customer as far as possible in fulfilling its obligation to comply with requests submitted by the persons concerned to exercise their right to forgetfulness;

- Immediately notify the Customer of any breach of the Data containing personal data and/or security impact as soon as possible so that the latter can fulfil its obligations of notification to the competent supervisory authority and/or the data subject under the conditions defined by the Personal Data

Regulations;

- make available to the customer all the information necessary to demonstrate compliance with the obligations.

9.1.2 By entering into the Contract, the Customer expressly authorizes the Service Provider to process personal data of the Customer and Authorized Users (such as Identifiers, Solution connection logs, Incident Notification) for executing the Contract, managing and controlling access and use rights to the Solution and Application Service and improving the Solution and Application Service. These personal data are kept by the Service Provider for as long as necessary for the execution of the Contract and may be stored, in accordance with the purposes of the processing, in compliance with the Personal Data Protection Regulations. The customer undertakes to (i) inform adequately any natural person concerned by the processing of personal data, including his rights of access, rectification, opposition for legitimate reasons, limitation of the processing, data portability and right to erasure of his personal data by the Service Provider, and to obtain their consent to the processing; (iii) cooperate with the Service Provider to enable it to comply with its obligations under the Personal Data Protection Regulations, in particular when a data subject wishes to exercise his or her rights.

9.2. DATA EXPLOITATION

The Customer owns all the Data.

The customer is solely responsible for the quality, lawfulness and relevance of the Data that it transmits to the Service Provider as well as for their use with the Application Service and the results thereof. In addition, the Customer guarantees to be the owner of all rights (including intellectual property rights and authorization of third parties) allowing him/her to use the Data. The Customer guarantees that the Data does not violate the laws and regulations in force, the rights of third parties and is free from any virus or malicious code likely to harm the Solution or the Application Service.

If the Service Provider becomes aware that an element of the Data violates the above stipulations, the Service Provider is entitled to remove or render unavailable such an element.

The Customer guarantees the Service Provider in the event of failure to comply with the stipulations of this article. The customer undertakes to defend the Service Provider at its own expense and indemnify the Service Provider against any costs, claims or damages incurred by the Service Provider or for which the Service Provider may be liable due to the customer's default.

9.3. DATA SECURITY

Each Party undertakes to implement appropriate technical means to ensure the security of the Data.

The Service Provider undertakes to preserve the integrity and confidentiality of the Data imported by the Customer into the Solution. The Service Provider shall put in place technical and organizational measures to prevent access to or fraudulent use of the Data and to prevent any loss, alteration or destruction of the Data in accordance with

the conditions set out in Annex 1 of the Contract.

ARTICLE 10. AUDIT

10.1 SECURITY AUDIT

During the term of the Contract, the Customer may, after giving at least two (2) weeks' prior written notice to the Service Provider, carry out or cause to be carried out, at its own expense, an audit of the operating conditions of the Solution and the Application Service, regarding the technical and security requirements set out in the Contract. If the customer wishes to use a third party to carry out the audit, the customer will be required to appoint an independent auditor who is not a competitor of the Service Provider in the SaaS market segment and who must be approved by the Service Provider. The auditor shall be bound by an undertaking of confidentiality. The scope of the audit shall be subject to an engagement letter accepted by the Parties, it being specified that the audit may not concern the financial, accounting or commercial data of the Contractor. The Service Provider undertakes to cooperate in good faith with the auditor by providing the auditor with such information as is reasonably necessary for the conduct of the audit. The audit shall be carried out at the premises of the Service Provider or at the place where the services are performed during the Service Provider's normal working hours without disrupting the Service Provider's activities. A copy of the auditor's audit report will be provided to the Parties and will be subject to cross-examination.

If the findings of the audit reveal non-compliance with the Contractor's obligations under the Contract, the Contractor shall take the necessary steps to remedy the non-compliance within a reasonable period.

10.2 customer AUDIT

During the term of the Contract and for a period of five (5) years following its termination or expiration, at the request of the Service Provider, the customer undertakes to provide all documents within seven (7) days of the request, appropriate information and records relating to the access and use of the Application Service in order to enable the Service Provider or any third party mandated for this purpose by the Partner to verify that the customer and the Authorized Users comply with the obligations of the Contract and respect the intellectual property rights of the Service Provider. Without prejudice to the rights and actions of the Service Provider, if the audit shows that the number of users exceeds the number of licenses for Authorized Users subscribed under the Contract, the Customer undertakes to remedy the breach immediately by subscribing additional licenses for Authorized User and the associated subscription, at the public price in force, plus interest calculated from the date of the overrun. In addition, the customer undertakes to reimburse reasonable audit costs incurred by the Service Provider.

ARTICLE 11. EXCLUSION GUARANTEE

The Provider does not guarantee that the Solution and Application Service are free of anomalies and that their operation will be uninterrupted. The Service Provider expressly excludes the guarantee of latent defects as defined by articles 1641 et seq. of the Civil Code.

The Customer declares that he/she has a perfect knowledge of how the Internet works and its limitations. The Customer acknowledges that transmissions over the Internet are not secure and may be delayed, lost, intercepted, corrupted and that the transmission of Data via the Internet is carried out by the Customer at its own risk.

ARTICLE 12. RESPONSABILITY

Each Party shall assume responsibility for the consequences resulting from its own mistakes, errors or omissions that may cause direct harm to the other Party.

In the event of the Provider's fault proven by the customer, the Provider shall only be liable for compensation for the pecuniary consequences of direct and foreseeable damage caused by the Application Service. The Service Provider shall not be liable under any circumstances for any indirect loss or damage of the Customer or third parties, including but not limited to any lost profits, loss, inaccuracy or corruption of Data, commercial loss, loss of turnover or profit, loss of customers, loss of opportunity, cost of data recovery, cost of obtaining a product, service or replacement technology.

Fully permitted by applicable law, the aggregate amount of the Provider's liability shall be strictly limited to the greater of (i) three (3) months prior to the occurrence of the event giving rise to liability or (ii) twelve (12) months prior to the occurrence of the event giving rise to liability.

ARTICLE 13. CASE OF ABSOLUTE NECESSITY

Except for payment obligations, none of the Parties may be held liable for a breach of its obligations under the Contract, if such breach results from a case of force majeure as defined in Article 1218 of the Civil Code and interpreted by French courts, including in particular in the event of a government decision such as withdrawal or suspension of authorizations of any kind, a total or partial strike, whether internal or external to the French Republic.

The Party recording the event of force majeure shall, without delay and by any means, inform the other Party of its inability to fulfil its obligations. The event of force majeure suspends the performance of the obligations. In the event of force majeure of a consecutive duration exceeding thirty (30) days, each Party is free to terminate the Contract by operation of law from the date of notification of termination.

ARTICLE 14. CONTRACT TERMINATION

14.1 TERMINATION

In the event of a breach by one of the Parties of its contractual obligations (including Articles 5 to 7,9 and 17), the Contract may be terminated by operation of law by the other Party within thirty (30) days or ten (10) days regarding the obligation to pay, after sending a letter of formal notice sent by registered letter with acknowledgement of receipt requiring that the breach be remedied and left without effect.

Subject to the provisions of applicable law, the Service Provider may terminate the Contract by operation of law if the Customer is subject to proceedings for dissolution, reorganization or liquidation.

Termination of the Contract shall be without prejudice to all other rights

and remedies available to the Party initiating the termination.

14.2 INTO EFFECT

As of the effective date of termination or Contract expiry, all rights of access and use of the Solution and the Application Service cease to have effect. The Customer shall immediately cease to have access to the Solution and the Application Service and to use the relevant Identifiers.

Articles 5,7,9.2,10.2,12,12,16,17,19 and 20 as well as all clauses which by their very nature are intended to endure beyond the termination or expiration of the term of the Contract, remain in force and apply by operation of law.

ARTICLE 15. REVERSIBILITY

At the Customer's request, sent by registered letter with acknowledgement of receipt at the latest on the effective date of termination or expiration of the Contract, the Service Provider shall return all the Data belonging to it in a readable standard electronic format, in an environment equivalent to that of the Service Provider, within a period of five thirty (530) working days [A validate] from the date of receipt of the request.

The customer and/or the service provider retained by the customer undertakes to collaborate actively with the Service Provider to facilitate the reversibility of the Data.

At the customer's request, the Service Provider may provide additional technical assistance services to the customer and/or the third party designated by the latter in the context of reversibility.

The services of reversibility and reversibility assistance will be provided according to the financial conditions of the Provider in force on the date of notification.

In the absence of a request for reversibility from the Customer, the Data will be completely deleted at the end of the Contract.

ARTICLE 16. NON-SOLICITATION OF PERSONNEL

Each Party undertakes not to employ or cause to be employed, directly or through an intermediary, any employee of the other Party, without the latter's express and prior Contract. This waiver is valid for the entire duration of the Contract and for twelve (12) months following its termination.

In the event of failure by one of the Parties to comply with the non-solicitation obligation, the defaulting Party shall be required by operation of law to pay a lump sum penalty equal to six (6) times the amount of the employee's gross monthly remuneration on the date of his or her departure.

ARTICLE 17. PRIVACY

Each Party undertakes to (i) keep confidential the Confidential Information of the other Party, (ii) not disclose the Confidential Information of the other Party to any third party other than its employees or agents who need to know them subject to confidentiality obligations at least as strict as the present; and (iii) use the Confidential

Information of the other Party only for the purposes of the Contract.

Notwithstanding the foregoing, the above confidentiality obligations do not apply in respect of Confidential Information that (i) has fallen or would fall into the public domain independently of a fault of the Party to which the Confidential Information is addressed, (ii) would be independently developed by the Party to which the Confidential Information is addressed, (iii) would be known to the receiving Party before it is disclosed by the issuing Party, (iv) would be legitimately received from the receiving Party, and (iii) would be known to the receiving Party before it is disclosed by the issuing Party.

The obligations of the Parties with respect to Confidential Information shall remain in force throughout the term of the Contract and for as long as, after its termination, the information concerned remains confidential to the Party disclosing it and, in any event, for a period of five (5) years after the term of the Contract.

At the end of the Contract and at the request of the issuing Party, the receiving Party shall return all copies of documents and media containing Confidential Information of the other Party.

ARTICLE 18. TRANSFER - ASSIGNMENT

The Customer may not sublicense, assign or transfer to a third party all or part of its rights and obligations under the Contract without the prior written consent of the Provider and the payment of additional transfer royalties.

The customer expressly agrees that the Service Provider is entitled to freely transfer all or part of the Contract to any entity of its choice by any means (including, without limitation, merger, demerger, partial transfer of assets).

ARTICLE 19. APPLICABLE LAW - COMPETENT JURISDICTION

French law shall govern this Agreement.

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 will fall within the exclusive competence of the courts under the jurisdiction of the Appeal Court of Paris.

ARTICLE 20. OTHERS

20.1 During the term of the Contract, the Customer authorizes the Service Provider to use and reproduce on its website and/or its advertising material the Customer's trademarks, logos and/or trade name as a commercial reference.

20.2 The Parties are and shall remain independent contractors for the entire duration of the Contract. Each Party shall remain solely responsible for its actions, claims, commitments, services, products and

personnel.

20.3 The customer acknowledges and accepts that the information collected by the Service Provider regarding access to and use of the Solution and Application Service by the customer and/or Authorized Users is valid and accepted as literal proof.

20.4 The parties agree to sign the Contract electronically using an electronic signature process to authenticate the signatories and to ensure the integrity of the Contract in electronic form. The Parties agree that the affixing of the electronic signature expresses their consent to the content of the Contract and acknowledge that the Contract signed electronically constitutes an original document of conclusive force in the same way as a handwritten signature in paper form. The Parties acknowledge that the electronically executed Contract is subject to legal proceedings as literal evidence.

20.5 The Contract (including its annexes and any referenced document) expresses the entire Contract between the Parties with respect to the subject matter hereof and supersedes all previous Contracts, negotiations and discussions.

The Contract may only be modified by a written amendment signed by authorized representatives of the Parties.

The fact that one of the Parties does not exercise any of its rights under the Contract shall not constitute a waiver on its part of the exercise of any other right. Any waiver shall be in writing and signed by the Party concerned.

20.56 If one or more provisions of the Contract are found to be void, unlawful or unenforceable by the law or a final judicial decision, the other provisions shall remain in force and effect. The invalid, unlawful or unenforceable provision shall be replaced by a provision as close as possible to the intention of the Parties.

20.76 Any notification pursuant to the provisions of the Contract shall be made in writing to the address of the other Party appearing on the first page of the Contract and may be delivered by hand or sent by registered letter with acknowledgement of receipt. Notifications (i) delivered by hand shall be deemed to have been made at the time of delivery against signature; or (ii) sent by registered letter with acknowledgement of receipt shall be deemed to have been made upon their first presentation. Each Party may change its address by sending a notification to the other Party.