



GENERAL TERMS AND CONDITIONS OF USE AND MAINTENANCE ("GTCUM")

DIGDASH BI SOFTWARE

PLEASE READ WITH ATTENTION THE PRESENT PROVISIONS AS THEY MAY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS.

THE USE OF THE SOFTWARE DIGDASH IMPLIES THE UNCONDITIONAL ACCEPTATION WITHOUT RESERVATION OF THE PRESENT TERMS AND CONDITIONS THAT ARE BINDING TO EACH OF THE CLIENTS AND USERS AND CONSTITUTE THE CONTRACT WHICH SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES.

THESE TERMS AND CONDITIONS ARE SUBJECT TO THE PROVISIONS OF ARTICLE 1125 AND SEQ OF THE FRENCH CIVIL CODE.

1. OBJECT

The DIGDASH company (hereinafter "DIGDASH"), a simplified joint stock company, registered with the Trade and Companies Registry of Aix-en-Provence under number 492 291 455 RCS Aix-en-Provence and headquartered in Arteparc de Fuveau - Bâtiment B - 29 Allée St Jean, La Barque, 13710 Fuveau - France is the creator, developer and editor of the Digidash BI SOFTWARE (hereinafter the "SOFTWARE").

This document (hereinafter "the Contract" or "GTCUM") aims to define the conditions under which:

- DIGDASH concedes, for the agreed duration between the Parties, to the CLIENT, who accepts, a non-exclusive and non-transferable right to use the SOFTWARE, within the limitations defined in the quotation;
- DIGDASH provides SOFTWARE maintenance services.

The CLIENT received all the necessary information from DIGDASH, notably through the website www.digdash.com, and all eventual demonstration he could have solicited in order to properly know the SOFTWARE and appreciate the adequation with its needs before the conclusion of the Contract.

2. DEFINITIONS

"CLIENT" means the legal entity entering this Contract for professional needs.

"Order" means, as appropriate, any commercial offer from DIGDASH accepted by the CLIENT or any order issued by the CLIENT. These documents are considered as annexed to the Contract by reference.

"Date of maintenance": the start date of the maintenance period will be the date stated on the corresponding invoice.

"Documentation" means electronic documentation, including manuals for installation and use of the SOFTWARE.

"SOFTWARE" means the executable code of Digidash BI SOFTWARE - including all corrections, updates, new versions - for which the CLIENT has acquired a right of use and any Documentation relating thereto.

"Updates" means the compilations of potential bug fixes, or SOFTWARE improvements. Updates will be provided periodically to the CLIENT by any mean and any media, at exclusive DIGDASH 's convenience.

"New Versions" are versions of the SOFTWARE where its functionalities have been changed substantially. These New Versions come from new developments and may incorporate new functionalities in particular.

"Platform" means the specific combination of computer equipment and SOFTWARE programs as certified by DIGDASH, on which the SOFTWARE is installed and / or from which the CLIENT can access



and use the SOFTWARE. The list of certified Platforms are provided by DIGDASH on its website www.digdash.com. This list is subject to change at the discretion of DIGDASH, especially at Updates or New Versions releases.

"User" means CLIENT's employees or not authorized to use the SOFTWARE on the Platform.

3. ACCEPTANCE

Any user or CLIENT of the SOFTWARE agrees on complying by the provisions of these GTCUM. Thus, these GTCUM govern the access to the SOFTWARE and its use.

The CLIENT or the User declares having duly read these GTCUM and expressly accept them without any reserve and/or modification whatsoever.

Any acceptance of these GTCUM on behalf of a company or any other entity, shall only be done by a duly and fully authorized person. In such case, the said company or entity will be considered as the CLIENT.

DIGDASH reserves the rights, at its sole discretion, to amend the present GTCUM, at any time.

The CLIENT is therefore invited to consult on a regular basis the GTCUM published via the URL : <https://www.digdash.com/digdash-cgum-eng.pdf>, in order to remain aware of potential changes that will enter into force as soon as they are updated relating to the right to use and maintain the Software regardless of the Licensing (perpetual License or subscription).

These CGUM and their successive modifications are applicable throughout the duration of use of the Software.

4. GRANT OF A RIGHT TO USE THE SOFTWARE

Different modes of using the Software.

Several modes of use of the Software are possible, the mode chosen being that defined in the purchase order.

- Named users: Access to the SOFTWARE is restricted to a defined number of users with limited number of open accesses as mentioned in the quotation by DIGDASH.
- Public web site License :
The SOFTWARE is accessible to a group of users simultaneously via a web site with a public URL. A License is associated with a unique URL. Any other URL or project will require the acquisition of another General Public License.
- Extranet License (embedded) :
The SOFTWARE is accessible to a group of external users (suppliers, clients, partners,...) in an extranet mode outside the CLIENT organization.
- Broadcasting license: the results provided by the Software are accessible to third parties via an SMTP server.
- The Parties may also agree, by way of derogation, on another mode of use which will then be described in the quotation.

Right to use the Software



Subject to full payment of the fees agreed between the Parties for each purchase order, DIGDASH grants the Customer a personal, limited, non-transferable and non-exclusive right to use the Software, in its executable form. This right of use is granted either in perpetual mode or in Subscription (rental) mode. The Customer must use the Software in accordance with its Documentation.

In any event, the license, the right of use granted is personal to the Customer and cannot be the subject of any transfer or loan to other people.

The use of the Software is intended to cover only the internal and professional needs of the Client, which excludes in particular any shared service or service bureau. The rights granted here only allow the Customer to use the Software to meet its own internal and professional needs, to manage its own data, within the limit of the maximum number and type of Users or License provided for in the purchase order.

DIGDASH retains, in its capacity as author, the intellectual property (IP) rights attached to the Software as well as all the prerogatives attached thereto. Therefore, the CLIENT is not entitled to any intellectual property right or any right other than those granted in the present GTCUM.

The Client is therefore prohibited in particular from:

- any representation, distribution or marketing of the Software, with the exception of extranet licenses, whether free of charge or for a fee. Only Extranet or Broadcasting Licenses allow wider access under the conditions strictly defined in the quotation;
- any form of use of the Software, in any way whatsoever, for the purposes of designing, producing, distributing or marketing similar equivalent or substitute software;
- any intervention on the programs composing the Software, whatever their nature, and in particular any translation, adaptation, arrangement or other modification of the Software in particular with a view to the creation of derived or new functionalities of entirely new software and/or of derivative software.

The CLIENT will take charge of the installation and the configuration of the necessary platforms to access and use the SOFTWARE properly, except in cases where DIGDASH provides hosting on behalf of the Client.

Specificities of use of the Software in Saas (Software as a service) mode

When DIGDASH provides the CLIENT with the SOFTWARE in Saas mode, a personal login name and access code are assigned to the Users. Such login names and access codes are strictly personal; therefore the CLIENT commits to maintain their confidentiality and protection.

Consequently, the CLIENT warrants, on behalf of its Users and any appointed third party, the appropriate usage of login names and access codes provided by DIGDASH as well as the confidentiality of passwords and any other parameter that may secure the use of the SOFTWARE.

In the context of a Saas mode, access to and use of the SOFTWARE implies that Users have access to a telecommunication network. This service is not provided by DIGDASH and shall be supplied by a telecommunication operator freely selected by the CLIENT at its own risks and costs.

In such a case, the CLIENT commits to exclusively store its proprietary data or the data he is entitled to hold on DIGDASH servers. DIGDASH prohibits the disclosure of its content and guaranties the CLIENT's Users with exclusive access to the said data.



The CLIENT agrees on using the data according to the forms and methods indicated by DIGDASH. He accepts that DIGDASH reserves the right to reject data non-compatible with the SOFTWARE, especially when impairing its proper functioning, without obligation for DIGDASH to verify the said data.

The CLIENT must provide data free of viruses and ensure that third parties' rights are not affected (trademarks, copyrights, image rights, related rights, consumer protection, etc..). The CLIENT shall be liable for any direct, indirect, material or immaterial damage or loss suffered by DIGDASH due to these subjects.

DIGDASH does not bear any liability nor warranty related to hosting, storage and backup of data of the CLIENT who shall arrange those three services by himself.

DIGDASH reserves the possibility to modify or interrupt the access to the SOFTWARE, particularly for maintenance, update or improvement reasons or for content evolution, and this, without compensation nor obligation whatsoever, even if DIGDASH shall make all reasonable efforts and use reasonable means at its disposal to minimize the possible inconvenience.

The CLIENT must have the skills, hardware and SOFTWARE required for Internet use and acknowledges that the characteristics and constraints of the Internet prevent it from guaranteeing the availability and integrity of data transmissions.

The CLIENT acknowledges and accepts the characteristics and limitations of the Internet and in particular accepts :

- That DIGDASH can in no way be held liable for any problems or speed-ups and slowdowns of access to the SOFTWARE or non-delivery its data,
- That the nature of the Internet and in particular its technical performance and response times for consulting, querying or transferring information or content are not guaranteed
- That it is responsible for all appropriate measures such as to host, store, preserve and protect its data and / or SOFTWARE and / or hardware
- That data transmission over the Internet, bringing together heterogeneous networks with diverse characteristics and capabilities and are often saturated at certain times of the day, have only a relative technical reliability,
- That the commitment of DIGDASH is limited to ensuring access to the SOFTWARE, the aggregation of the sources of CLIENT data, synthesizing these data and the synthetic and interactive presentation of results. DIGDASH can not commit on the reliability of transmission, access time, interruptions and / or restrictions of access networks of telecom operators, data loss, display errors, display times and in general, the technical performance of access to the SOFTWARE related to the Internet and / or networks of telecom operators.

Limitations. The CLIENT must use at any time and any place, an operating environment (information carrier, network, server, ...) in accordance with prerequisites and specifications established by DIGDASH to install and / or use the SOFTWARE. The CLIENT undertakes to comply with instructions and recommendations from DIGDASH as well as all updates of these instructions and recommendations subsequently released.

Any use not specified herein is prohibited and, in particular but without limitation, the CLIENT shall not (nor allow third party to) :



- install the SOFTWARE and use it for other purposes as those described in the Contract and the Documentation,
- disassemble or reverse engineering except in cases required by Law (and provided DIGDASH has declined to provide the necessary information for SOFTWARE interoperability,
- alter in any manner whatsoever the SOFTWARE, even to the extent of correcting the errors it may contain, this right is reserved exclusively to DIGDASH,
- distribute, edit, assign, rent, lend, lease, sell, give, or otherwise transfer, even for free, all or part of the SOFTWARE by any means, to any person,
- remove, conceal or alter any proprietary notices, any label, any legal notices, such as reference marks or copyrights, affixed on or in the credits of the SOFTWARE or the related Documentation.

5. DURATION AND TERMINATION

5.1 Duration and termination of the right to use the Software

The license is granted for a flexible term according to the mentions on the quotation. The said license can be delivered in perpetual or in subscription mode.

Perpetual mode

Under these GTCUM, the perpetual mode gives the right to use the SOFTWARE for all the duration of the copyright. It shall be stated that DIGDASH reserves the right to stop the distribution of the SOFTWARE without notice nor obligation to notify anyone.

In such cases, the right to use the SOFTWARE granted to the CLIENT remains.

Nevertheless, this right of use may be terminated as of right by one or the other party in the following cases:

- If one of the Parties fails to one of its contractual obligations and does not remedy such a breach within thirty (30) days from the notification of the breach by the other party;
- In case of judicial liquidation;
- In case of non-payment by the CLIENT of outstanding sums under this Contract more than fifteen (15) days after a formal notice remained unsuccessful.

Upon termination of this Contract for any reason whatsoever, the CLIENT shall:

- Immediately stop to use the SOFTWARE;
- Return to DIGDASH all copies of the SOFTWARE it may hold as well as all Documentation or magnetic support belonging to DIGDASH within ten (10) days) accompanied by a certificate testifying that the CLIENT complied with this obligation,
- Pay all outstanding sums to DIGDASH, without being entitled to any refund for licenses paid.

Rights and obligations that, by nature, shall continue after termination of this license, will continue to be implemented.

Subscription mode

In any event of subscription mode, these GTCUM will be concluded for a period of one (1) year unless otherwise is provided in the quotation. At the end of this initial period, the right of use will be tacitly renewed for periods of the same duration, unless termination is notified by registered post with proof of receipt at least three (3) months before the end of the running contractual period.



This Contract may also be terminated before its term, as of right, by one or the other party in the following cases:

- If one of the Parties fails to one of its contractual obligations and does not remedy such a breach within thirty (30) days from the notification of the breach by the other party;
- In case of judicial liquidation;
- In case of non-payment by the CLIENT of outstanding sums under this Contract more than fifteen (15) days after a formal notice remained unsuccessful.

Upon termination of this Contract for any reason whatsoever, the CLIENT shall:

- Immediately stop to use the SOFTWARE;
- Return to DIGDASH all copies of the SOFTWARE it may hold as well as all Documentation or magnetic support belonging to DIGDASH within ten (10) days) accompanied by a certificate testifying that the CLIENT complied with this obligation,
- Pay all outstanding sums to DIGDASH, without being entitled to any refund for licenses already paid for running or coming period.

Rights and obligations that, by nature, shall continue after termination of this license, will continue to be implemented.

5.2 Duration and termination of maintenance services

Unless otherwise agreed between the Parties, maintenance services in the perpetual mode will start effectively upon Date of maintenance and will last throughout the initial contractual period agreed in the Order. They will be tacitly renewed, for the same periods of time as the initial agreed period.

Each Party may notify the other Party with its decision not to renew the maintenance services by registered post with proof of receipt, at least three (3) months before the date of renewal.

Without prejudice to seek reparation for any damage incurred, DIGDASH may also immediately terminate the maintenance services, as of right, without obligation or liability if:

- The CLIENT does not pay the outstanding maintenance fees after receipt of a formal notice by DIGDASH remained unsuccessful;
- The CLIENT violates one of the provisions under these GTCUM without rectifying the breach within thirty (30) days after formal notice by DIGDASH;
- The CLIENT is subject of a reorganization, a merger, a change of control or a cession;
- In the extent permitted by law, the CLIENT is the subject of a collective insolvency procedure; or at last,
- DIGDASH faces unexpected difficulties resulting in an increase of costs disproportionate in view of maintenance fees.

Moreover, as soon as the CLIENT loses the right to use the SOFTWARE, for any reason whatsoever, maintenance services will be canceled, as of right, without the CLIENT having the right to claim compensation of any kind.

As part of the Subscription mode, the maintenance services, integrated into all the services provided to the Customer by DIGDASH, will be provided for the same duration as the right of use granted, without the need for additional formalities.



6. MAINTENANCE OF THE SOFTWARE

Subscription to the SOFTWARE maintenance services entitles the CLIENT, during the length of the Order, to:

- Updates and New versions (means and frequency at DIGDASH's sole discretion),
- A limited and priority access to technical support by email, phone (in French or in English) or web, in case of default detected on the SOFTWARE.

DIGDASH will not have to provide any maintenance service if the CLIENT fails to comply with the provisions under these GTCUM.

Operating procedures of maintenance

Description of technical support services

Technical support will be provided by DIGDASH teams based in France. DIGDASH technical support operates from Monday to Friday from 9:00am to 12:00m and from 2:00pm to 6:00pm (Central European Time) except legal and public holidays, and except in exceptional cases of which CLIENT will be notified seven (7) days in advance.

CLIENT will have access to DIGDASH technical support:

- by e-mail to the following address support@digdash.com

Incident handling procedure

A - Submission of the incident to DIGDASH technical support: For prompt and efficient maintenance services, the following information shall be communicated to DIGDASH by telephone, e-mail or Web interface :

- the CLIENT reference,
- Problem description (title, detailed description, consequences of the problem),
- Environment (hardware, SOFTWARE, third party SOFTWARE);
- Reproduction (configuration, and instructions needed to reproduce the problem).

Throughout the term hereof, the CLIENT shall have unlimited access to the maintenance services.

B – Recording the incident and determining its priority: An incident ticket is assigned to each CLIENT upon contact with the technical support.

The priority of an incident will be determined by the DIGDASH technical support engineer, where appropriate in agreement with the CLIENT.

The priority of the incident will be determined by the following criteria established as guidelines on a scale of four (4) levels:

- **Priority 1:** Critical default meaning that the SOFTWARE does not work,
- **Priority 2:** serious impact meaning that key functionality of SOFTWARE does not work,
- **Priority 3:** moderate impact involving a malfunction of the SOFTWARE,
- **Priority 4:** minimal impact meaning a change in the SOFTWARE is desired (Update documentation, defects of presentation etc....).

C – Processing and resolution of the incident: The DIGDASH technical support engineer attempts to reproduce the default using the information provided by the CLIENT. He will qualify the nature and attempt to confirm whether it is a problem regarding use of the SOFTWARE or a bug thereof. If the



problem is regarding use of the SOFTWARE by CLIENT, the DIGDASH technical support engineer will consult the knowledge base of the SOFTWARE and propose a solution to the CLIENT. However, the CLIENT acknowledges that the support service does not have to compensate for a lack of training of the CLIENT or User.

Otherwise, an escalation procedure will be implemented, and the incident will be handled by the DIGDASH engineering department, for a correction of the SOFTWARE. Meanwhile, the DIGDASH technical support engineer will attempt to propose a workaround acceptable to the CLIENT. If a workaround can not be found rapidly, DIGDASH will incorporate a correction in the next Update of the SOFTWARE.

D – Progress reports: The CLIENT will receive progress reports on incidents resolution from the DIGDASH technical team. The frequency of these reports will be determined by the DIGDASH technical team and depend on the priority level of the incident as it has been communicated to CLIENT.

E - Closing an incident: An incident will be closed as soon as :

- the problem can be shown to be independent of the SOFTWARE and / or ancillary products related to the SOFTWARE,
- the CLIENT agrees with DIGDASH that (i) the problem has been solved or (ii) an appropriate workaround has been provided or (iii) a satisfactory answer was provided or (iv) an Update to the SOFTWARE, which solves the problem, is provided to the CLIENT.

The response times, which are defined as the interval between the time at which the incident is reported to DIGDASH and the time at which DIGDASH technical support engineers start handling the incident, generally observed are on average the followings:

- 1 working day for Priority 1 support
- 2 working days in other cases

Limitation/exclusion of maintenance services

The following services are specifically excluded from maintenance services:

- Interventions on SOFTWAREs, equipment or operating systems other than the SOFTWARE;
- Administration or configuration system problems, or tests support;
- SOFTWARE deployment into the CLIENT's system environment (hardware and software);
- Interoperability of the SOFTWARE with other operating/information systems;
- Consultancy services to identify the CLIENT's needs and subsequent adaption of the SOFTWARE;
- The maintenance is provided on the last 2 versions published,;
- Development of specific programs;
- Training of the CLIENT's staff;
- Data backup;
- Interventions on the CLIENT's site;
- Functional support.

Furthermore, DIGDASH will not be required to provide maintenance services in the following cases :

- (i) defects due to misuse of the SOFTWARE by the CLIENT,
- (ii) the SOFTWARE has been modified by the CLIENT or by a third party, without prior written notice from DIGDASH
- (iv) malfunctions are due to reasons external to the SOFTWARE including but not limited to, interruption of telecommunication and / or electrical networks, inadequacies of reception facilities, accidents or other cases of force majeure.



Procedure for Updates and New Version supply

DIGDASH will provide ongoing maintenance services to CLIENTs who have subscribed to maintenance offers. As part of maintenance services, DIGDASH may provide latest Updates and New Versions of the SOFTWARE as they become available, for the same application scope.

Indeed, DIGDASH development services permanently improve the SOFTWARE with improvements and supplements.

DIGDASH shall decide unilaterally the need to implement an Update or a New version, particularly with regard to legal and technological developments.

Each Update or New version may integrate, depending on the situation:

- Correction of errors, anomalies or failures duly identified,
- Improvements of existing functionalities, whose use is not subject to additional fees,
- Improvements due to legal or regulatory provisions.

It shall be stated that this service does not include the provision of a new SOFTWARE, substitutable in the product range to the existing SOFTWARE, but with significant differences of conception and/or programming and/or functionalities.

The installation costs and possible necessary trips are not included in the services provided in this Contract, as well as training sessions related to changes or improvements due to New versions and Updates. All of these services may be provided on CLIENT's request and will be invoiced on a time and materials basis, in accordance with the applicable rate at the time the Order is placed.

Obligations of the Parties regarding the Maintenance

The CLIENT must provide DIGDASH with all means and information to enable it to perform maintenance services, including providing all relevant documents, information, and existing elements necessary for understanding and reproducing the problem.

The CLIENT undertakes to comply with the conditions of normal use of the SOFTWARE and recommendations from DIGDASH.

The CLIENT will among others use a Platform in accordance with the specifications recommended by DIGDASH, so that applications for intervention under maintenance are not induced by an environment not in accordance with such specifications.

The CLIENT agrees to properly maintain the hardware that supports the SOFTWARE.

Under its duty to inform, the CLIENT shall notify DIGDASH of any developments on the configuration of its computer park that would call into question the use of the SOFTWARE in production or maintenance services.

Before any maintenance of the SOFTWARE, the CLIENT undertakes to backup its data, files or programs contained in the SOFTWARE in order to avoid any loss or damage.

The CLIENT remains solely responsible for the security of its data and information and not disclose such information to DIGDASH except to do the extent necessary for the execution of maintenance services.

The CLIENT is fully aware that the maintenance services require constant and active cooperation with DIGDASH.

DIGDASH agrees to implement all reasonable means to carry out the maintenance services and guarantee that the services will be conducted with diligence and professional care.

7. WARRANTY

Warranty limited to the SOFTWARE



The SOFTWARE under a particularly complex area of computer technology and the current state of knowledge cannot possibly be tested for all possible uses and no warranty other than those described below can be assumed. The operation of the SOFTWARE, unmodified and regularly updated, properly installed and / or used on certified Platforms, is guaranteed in accordance with the functional and technical features described in the Documentation, for a period of three (3) months from the SOFTWARE delivery date.

Exclusion of all other warranties

This warranty does not apply if the defect in the SOFTWARE has resulted from accident, use causing deterioration, improper use or a non- certified Platform. Any warranty other than that described above is excluded, and in particular it can not be guaranteed the suitability of the SOFTWARE for all needs and requirements of the CLIENT which is subject to its personal appreciation.

DIGDASH excludes all warranties, express or implied, including, as regards performance or results, or adequacy for a particular purpose.

The CLIENT acknowledges and accepts that it is impossible to guarantee (i) that the SOFTWARE will suit all combinations that the Users could choose, (ii) that it functions in any operating environment, and (iii) that it will be usable without interruption, error, or that all errors will be corrected, due in particular to its complex technical nature.

DIGDASH will not be liable for (i) interruptions, defects and / or alterations of the SOFTWARE and the consequences that may result from improper use of the SOFTWARE by Users, (ii) an inadequate intervention of these Users on the SOFTWARE and / or (iii) the use or assembly of the SOFTWARE with a component or an incompatible or non-certified third party system (especially if the failure comes from a dysfunction from the Platform).

Warranties against counterfeiting

DIGDASH guarantees the CLIENT against any action and will deal personally with any claim against the CLIENT pretending that the Software counterfeited a patent, a copyright or any other intellectual property right in France.

DIGDASH will undertake monetary damages and all other expenses (including attorney's fees) that the CLIENT would have to support as a result of such a claim.

The abovementioned commitments of DIGDASH are expressly subject to the respect of the following provisions by the CLIENT:

- The CLIENT must have performed all its obligations under these GTCUM;
- The CLIENT must have informed DIGDASH immediately about any claim, in writing by registered post with proof of receipt;
- The CLIENT accepts to entrust DIGDASH with the exclusive control of the defense or the resolution of the claim (including the choice of the counsel and the defense strategy);
- The CLIENT must provide assistance to DIGDASH.

If the use of the SOFTWARE might result in such a claim or constitute a counterfeit according to a final and definitive court decision, DIGDASH may, at its own costs and will:

- Obtain the right to keep on using the SOFTWARE for the CLIENT;
- Modify or replace the SOFTWARE with a non-counterfeiting SOFTWARE;
- And if none of these options is practicable, DIGDASH shall reimburse the last twelve (12) months received license fees to the CLIENT upon restitution of the SOFTWARE.

DIGDASH will not incur any liability if the claim is based on:

- A non-compliant use to the present provisions by the CLIENT of the SOFTWARE;



- Tampering of the SOFTWARE by the CLIENT;
- Integration of the SOFTWARE with equipment, systems or any other IT programs provided by a third party without DIGDASH consent;
- Use of an old version of the SOFTWARE by the CLIENT if a New version would have avoided the claim.

8. FINANCIAL TERMS

Right of use of the SOFTWARE

The right of use is granted to the CLIENT in exchange for the payment of a license fee. The amount of this license fee is determined and global or periodical and revisable, subject to the chosen license mode, as defined in the quotation.

This license fee is expressed in euros excluding taxes and will be increased with taxes and duties applicable at the date of invoice.

For the perpetual mode, the license fee is invoiced upon SOFTWARE delivery date and payable within thirty (30) days from the date of issuance of the invoice by DIGDASH to the CLIENT, unless the Parties agree otherwise.

For the subscription mode, the license fee is payable in advance, annually, within thirty (30) days from the date of issuance of the invoice by DIGDASH to the CLIENT, unless the Parties agree otherwise.

The fee may be revised on each anniversary date unless the Parties agree otherwise according the following formula :

$P1 = P0 \times S1/S0$ - where :

- P1 represents the revised pricing,
- P0 represents the previous or original price,
- S0 is the latest SYNTEC index published on the date of the previous revision or original index,
- S1 is the latest SYNTEC index published at the date of revision..

No discount will be granted for early payment.

SOFTWARE maintenance under the perpetual mode

As indicated above, the annual cost of maintenance services provided under Subscription mode is included in the overall fee invoiced to the CLIENT.

The annual cost, excluding taxes, of the maintenance services, as described above provided under the perpetual mode, is twenty-two percent (22%) of the license fee paid by the CLIENT for the right of use granted (unless specific conditions mentioned in the quotation). It is expressed in euros and increased with taxes and duties applicable at the date of invoice.

Maintenance fee is invoiced annually, in advance, and payable within thirty (30) days from the date of issuance of the invoice by DIGDASH to the CLIENT, unless the Parties agree otherwise.

No discount will be granted for early payment.

The fee may be revised on each anniversary date unless the Parties agree otherwise according the following formula :



$P1 = P0 \times S1/S0$ - where :

- P1 represents the revised pricing,
- P0 represents the previous revision or original price,
- S0 is the latest SYNTEC index published on the date of the previous revision or original index,
- S1 is the latest SYNTEC index published at the date of revision.

Late payment or non-payment

It shall be stated that, under these GTCUM, the right of use of the SOFTWARE is granted only upon full payment of the invoiced license fee.

In case of total or partial non-payment of the said fee, within the agreed timeframe, DIGDASH will be entitled, as of right, to terminate the right of use according to the provisions of the above article 8.1 without prejudice of the sums that remain due.

Furthermore, DIGDASH reserves the right to immediately suspend the running maintenance services, cancel the periodic right of usage of the SOFTWARE or the Orders placed and accepted without notice in case of non-payment of an outstanding invoice due by the CLIENT, until complete payment. The CLIENT will undertake all consequences for this interruption, in particular price increase, delays, etc...

Any late payment will result in immediate request of the outstanding amounts due by the CLIENT to DIGDASH, whatever their subject.

No offset of debts will be authorized unless formally agreed by DIGDASH.

By way of derogation from article 1342-10 of the French Civil Code, it is expressly agreed that in the event of several unpaid invoices, DIGDASH is entitled to credit at its own convenience any partial payment made by the CLIENT.

According to the article L. 441-6 of the French Code de Commerce, delay in payment may result in the payment of lateness interests calculated from the said due date on a rate basis corresponding to three times the French legal interest rate.

Moreover, in case of late payment, a fixed compensation for recovery costs of forty (40) euros will be due by the CLIENT. An additional compensation will be claimed by DIGDASH if the recovery costs effectively incurred are greater than the abovementioned fixed compensation.

9. LIABILITY

DIGDASH is merely under an obligation to use its best endeavors for the provision of all the services under these GTCUM.

DIGDASH warrants to fulfill its contractual obligations with all the due care, according to the practices in the business.

It attests that it holds an insurance policy to cover its civil and professional liability.

It is under the CLIENT responsibility and control to manage regular backups of the whole data operated, either directly or indirectly, through the SOFTWARE. Consequently, DIGDASH shall not be held liable for any loss of data, backups, contents, or any virus contamination of CLIENT's file and all possible damaging related consequences.

In any case, DIGDASH will not be held liable for any late performance of the services under these GTCUM. Moreover, DIGDASH shall not be liable in case of thoughtless application or non application of the advice for proper use provided during maintenance services.

Indirect damages incurred by the CLIENT are excluded from any claim for compensation. Indirect damages include, without this list being exhaustive: decrease in turnover, loss of business, loss of customers, loss of orders, loss of profit, decrease of financial performance, loss of earnings, brand's



image deterioration, interruption of use or availability of the data, loss of data and/or files, or any claim brought by any third party against the CLIENT.

DIGDASH will not incur any liability if the claim is based on the use by the Customer of a version of the Software older than the last 2 versions of the Software published.

In the event of a financial sentence pronounced against DIGDASH, for any purpose whatsoever, all damages and compensations due to the CLIENT by DIGDASH, all causes considered, shall not be greater than the amounts already paid by the CLIENT during the six(6) months prior to the incident or event that aroused DIGDASH's conviction.

DIGDASH decline and reject any liability related to the use of the SOFTWARE after termination of this Contract.

It is expressly agreed between the Parties, and accepted by the CLIENT, that the provisions under this clause will keep on producing effects in the event of a resolution of the Contract according to a final and definitive court decision.

These provisions set a distribution of risks between DIGDASH and the CLIENT. The price reflects this allocation and the limitation of liability described hereinabove.

10. PERSONAL DATA

In the event of personal data processing through the SOFTWARE, the CLIENT commits to comply by the provisions of the modified "Informatique et Libertés" law, that is to say:

- Comply by the GDPR as the Data controller;
- Provide DIGDASH with all the necessary documented instructions for proper execution of services;
- Inform DIGDASH about any change in data processing;
- Provide DIGDASH with contact details of the DPO or other GDPR referent;
- Notify any data breach to the competent authority;
- Fulfill its obligations for data protection;
- Provide DIGDASH, when needed, with all necessary information for proper data processing records;

DIGDASH processes CLIENT's personal data only in the due respect of the documented instructions communicated by the CLIENT.

Each Party must take all technical and organizational measures in order to ensure personal data security and protection according to applicable laws and regulations.

The CLIENT shall warrant and hold DIGDASH harmless from any action or condemnation related to a CLIENT's breach under this article. DIGDASH commits on its side, to make all technical means economically sustainable and known on the day of the delivery of the SOFTWARE available, to ensure CLIENT's personal data security and confidentiality.

11. CONFIDENTIALITY

Each of the Parties undertakes, with regard to the content of the provisions of the agreement entered into (including these and the associated commercial conditions), as well as information from the other Party of which it may become aware in the context of hereof, as long as this information is of a sensitive nature on an economic, technical or commercial level, or declared as such by one or the other of the Parties, to keep it strictly confidential and to refrain from communicating it to anyone, except for the purposes strictly necessary for the proper execution hereof, and to refrain from exploiting them, directly



or indirectly, or allowing their exploitation by a third party under their control, for any purpose other than the proper execution hereof. The Parties will be bound by this obligation as long as the information concerned has not become public, except with the prior and express agreement of the Party concerned relating to a lifting of confidentiality.

12. GENERAL PROVISIONS

Entirety

The Client undertakes that these GTCUM constitute a contract for the provision of Services and replaces all prior written or oral offers or agreements.

The acceptance of these GTCUM will consequently lead to discard Client's general terms and conditions of purchase as well as any specific condition that may appear on purchase orders if not-expressly accepted by DIGDASH. No particular annotation added handwritten by the Customer will have any value unless it is expressly accepted by DIGDASH.

Waiver

The lack of exercise, partial exercise or delay in exercising the rights provided in the GTCUM hereby does not constitute a waiver to the exercise of those rights or a waiver to any other right. Any waiver or modification of the GTCUM is only effective if provided in a written document.

Relative nullity

If any of the provisions of the GTCUM is deemed invalid, it shall be deemed null and void but otherwise the other provisions retain their force and effect, as long as the overall economy of the Contract is preserved.

Force Majeure

Neither Party will have failed in its contractual obligations if the execution of said obligations was prevented by a case of force majeure.

References

The Client acknowledges and accepts that DIGDASH may refer to its name in a client list that may be issued for commercial and promotional prospecting, including internal, external and web communications.

Lawsuit

Besides the claims in payment and those resulting from an infringement on DIGDASH proprietary rights, no action under this Contract shall be brought to court more than one (1) year from the date of the operating event.

Non-solicitation of personnel

The Client is prohibited, for a period of two (2) years from signing the Contract, to offer to hire, hire or to contract, directly or through intermediaries, any employee, officer, partner or member of DIGDASH, to offer him/her a contract of employment, a social mandate, partnership contract or other cooperation unless DIGDASH has given its prior written consent. If the Client does not comply with this requirement of non-solicitation, it compensates DIGDASH (including costs of selection and recruitment, training expenses, damages resulting from the depreciation of DIGDASH or commitments made in reliance on any person debauched by the Client) forthwith with a compensation at least equal to two (2) times the total gross salary paid to the debauched person during the year preceding his/her departure.

**Verification / Audit.**

The CLIENT agrees, upon written request from DIGDASH, to provide a written statement, signed by a duly authorized representative:

(a) certifying that the use of the SOFTWARE is consistent with the Contract in particular with acquired rights, and (b) listing the site(s) and Platform(s) of the standard equipment on which the SOFTWARE is used. The CLIENT authorizes DIGDASH or its representatives if the CLIENT considers necessary to conduct an audit of the files, the SOFTWARE environment and facilities of the CLIENT to verify the normal use of the SOFTWARE and compliance with the terms and conditions of the Contract. This verification should take place during working hours and shall not unreasonably interfere with the activity of the CLIENT. DIGDASH or its representatives will be allowed to copy any information discovered during the audit and that the CLIENT possesses in violation of the provisions of the Contract. If the audit reveals that CLIENT has undervalued the charges payable to DIGDASH, it will be charged 150% of amounts not paid on the basis of the fees in effect at the time of the audit. If the audit reveals that the CLIENT has undervalued by more than 5% of the charges payable to DIGDASH, it also assumes all the costs incurred by DIGDASH related to the audit.

13. APPLICABLE LAW AND JURISDICTION.

These GTCUM are subject to French law.

ANY DISPUTE RELATING TO THIS CONTRACT, PARTICULARLY WITH REGARD TO ITS INTERPRETATION, EXECUTION OR ITS TERMINATION THEREOF SHALL BE SUBMITTED TO THE COMMERCIAL COURT COMPETENT WITHIN DIGDASH'S HEADQUARTERS TO WHICH IT IS EXPRESSLY GIVEN JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS, APPEAL FOR GUARANTEE, AND INCLUDING PROCEDURES ON APPLICATION OR EMERGENCY.

IN THE EVENT OF AN OBJECTION TO A MANDATORY INJUNCTION TO PAY FROM THE CLIENT, EXPRESS JURISDICTIONAL AUTHORITY IS ALSO ATTRIBUTED TO THE COMMERCIAL COURT WITHIN DIGDASH'S HEADQUARTERS.