

Terms and Conditions of Sale Visiativ Enterprise Solutions (Switzerland) SA

Version applicable as at 26/12/2018

Article 1. Purpose

These Terms and Conditions of Sale (hereinafter the "Terms") define the terms and conditions under which **Visiativ Enterprise Solutions (Switzerland) SA**, having its registered office at chemin des Vergers 4, 2520 La Neuveville, Suisse, registered with the Trade Register under number CHE-114.553.694 (hereinafter "**Visiativ**"), supplies the Products and Services ordered by the Customer for the needs of its professional activity.

These Terms form, together with the Supplementary Terms and Conditions and the other contract documents listed in full below, an Agreement between Visiativ and the Customer (hereinafter referred to individually or collectively as "the Party/Parties").

Article 2. Contract documents

The Customer acknowledges and accepts that any Order placed with Visiativ is subject to the application of the following contract documents, listed in descending order of priority:

- The Supplementary Terms and Conditions applicable to the Products or Services in question and any appendices thereto;
- These Terms applicable to all Products and Services;
- The functional specifications drafted, where applicable, by Visiativ or the third-party Publisher, for certain Products or Services;
- The project quality plan ("PQP") drafted by Visiativ or the third-party Publisher, as applicable, for certain Products or Services;
- The Offer of Visiativ.

In the event of any discrepancy or difficulty in interpretation between the various contract documents, the higher-ranking document shall prevail.

If the Customer has sent specifications to Visiativ, the functional specifications or the project quality plan ("PQP") of Visiativ or of the third-party Publisher, where applicable, shall always prevail over the latter and shall serve as the contractual reference for the Service or the Product in question.

Any Order placed shall be deemed to have been placed with full knowledge of the Terms applicable at the time of placing the Order, and shall carry express and unconditional approval thereof by the Customer.

The Customer's terms and conditions of purchase or sale are expressly excluded from the contractual scope between Visiativ and the Customer, unless otherwise formally accepted in writing by Visiativ.

Article 3. Definitions

The terms and expressions defined below shall have the meaning ascribed to them, whether they are used in the singular or plural form in the various contract documents:

Packaged Application: means an application of the Software intended for a particular use, as identified in the Supplementary Terms and Conditions. It is specified that the Maintenance Service of "Packaged Applications" is not included in the standard Maintenance Service and shall give rise to additional billing if the Customer makes a request for it. Unless otherwise stipulated in the Supplementary Terms and Conditions, the terms of the licence of Packaged Applications are the same as the terms applying to the Software specified below. However, the licence granted is only valid for the scope of the Packaged Application, and not for the entire Software, under any circumstances.

Hosted Application: means the Customer's computer programme hosted on the servers of Visiativ or of one of its subcontractors and remotely executable, within the framework of the Hosting Service "alone" provided by Visiativ.

Customer: means any natural person or legal entity which, for the needs of its professional activity, uses one or more Products or Services provided by Visiativ. By signing the Agreement, the Customer confirms that it requires said Products or Services for its professional activity and waives the right to avail itself of provisions applicable to consumers or non-professionals.

Order: means the express acceptance by the Customer of the Offer of Visiativ. The Order is placed: either by signing the Offer by hand, or by subscribing to it online, or by issuing a purchase order identical to the Offer, and more generally, by any other unequivocal demonstration of the Customer's acceptance of the Offer. Any Order is firm and final and shall not give rise to any refund, save in exceptional cases accepted in writing by Visiativ.

Supplementary Terms and Conditions: means the document accepted by the Parties, which sets out in detail the nature of the Products or Services covered by the Order, and the terms and conditions of supply thereof, such as the duration, the conditions and place of performance, the conditions of follow-up of the Services and the financial terms. This document may be separate from or be integrated into the Offer. If there are no Supplementary Terms and Conditions in due form, the Offer that gave rise to an Order shall be valid as the Supplementary Terms and Conditions for the purpose of the contractual order of priority defined in the Agreement in the section "Contract Documents".

Agreement: means the contract documents binding the Parties and applying to the Products and Services covered by the Order, among those listed in full in the section entitled "Contract Documents".

Specific developments: means the software developments specifically made by Visiativ at the Customer's request, in

accordance with the functional specifications agreed in writing by the Parties.

Data: means all the Customer's information, content and data of any nature that is sent, stored, published or generated by the implementation of the Services/Products, or processed by the latter.

Personal Data: means Data which, for the purpose of applicable data protection Regulations, directly or indirectly identify or designate a natural or legal person.

Publisher: means the company that designs, develops and sells the Products and Services covered by the Customer's Order. Within the framework of this Agreement, Visiativ is either the Publisher, or the approved distributor of the Products or Services of a third-party Publisher.

Customer's Environment: means the IT environment, including software, hardware and servers, on which the Products are installed or from which the Customer accesses or uses the Services.

Subsidiary: means, in relation to a company, any other company controlling, controlled by or under common control with it (directly or indirectly); "control" meaning the economic ownership of at least fifty percent (50%) of the voting rights or the capital of the company in question, or the power to oversee the management and the business policy of the company in question.

Visiativ Group: means all the companies in the Visiativ Group, including the company first above identified, and its Subsidiaries.

Identifiers: means the personal and confidential identifiers provided to the Customer or to each User in order to access the Products or Services or any online tool used for the purpose of the Agreement (incident management and follow-up tool for example).

Software: means the software programme(s) of the Publisher and the related documentation provided to the Customer in accordance with the Agreement.

Equipment: means the equipment, particularly IT equipment, from the catalogue of Visiativ or the catalogue of a third-party manufacturer, offered for sale or rental by Visiativ, to the exclusion of Packaged Applications, Specific Developments, Software, or Application Services.

Offer: means the document formalising the technical and/or commercial offer of Visiativ relative to the Product and/or Service in question, particularly in the form of a quotation. Where no validity period is expressly stipulated, it shall not exceed twenty-five (25) days, after which Visiativ reserves the right to refuse the Order.

Initial Period: means the minimum commitment period stipulated in the Supplementary Terms and Conditions, during which the Customer may not terminate the Agreement unless it pays Visiativ an early termination indemnity in the manner defined herein.

Services: means the services offered by Visiativ, particularly those described below, which the Customer chooses in whole or in part in its Order, individually (one or more Services selected independently), or in the form of a "subscription" (several Services selected together, within the framework of the SaaS Service for example).

Products: means the products offered by Visiativ including "software" products (Packaged Applications, Specific Developments, Software, Application Services) and Equipment.

Data Protection Regulations: means the federal data protection law of 19 June 1992 and its implementing order, as well as any other cantonal regulation applicable to personal data protection, and finally, the General Data Protection Regulation (EU) no. 2016/679 of 27 April 2016 if applicable to the Contract.

Data Controller: means, for the application of Data Protection Regulations, the file master, i.e. the Customer, which shall determine the purposes of and the means used for the processing, within the framework of this Agreement.

Application Service(s): means all the software programmes and solutions that Visiativ undertakes to provide to the Customer within the framework of the "SaaS Service" only.

Hosting Service: means any hosting service and particularly the Hosting Service "alone" of the Customer's Hosted Application or the hosting service of Application Services included in the SaaS Service.

Training Service: means the training provided by Visiativ according to the Services subscribed, to employees of the Customer, which places the Order for such service.

Maintenance Service: means the service of correcting Faults and delivering Updates, as described hereinafter.

Back-up Service: means the standard Data back-up system where Data is hosted by Visiativ according to the Service subscribed. The Back-up Service is only included in the SaaS Service. It may be taken out as an option in connection with other Services, and shall give rise to additional billing.

SaaS Service: means the Service whereby Visiativ provides the Customer with Application Services that are remotely accessible in SaaS mode and the related standard Services, as part of a subscription package.

Processor: means, for the application of Data Protection Regulations, Visiativ or any entity of the Visiativ Group or any third-party organisation having a contractual relationship with any one of them for the supply of Products or Services in connection with the services covered by these Terms.

Personal Data Processing: means, for the application of Data Protection Regulations, any operation or set of operations whether or not carried out using automated processes, applied to personal data or sets of personal data, such as collection, recording, organisation, structuring, retention, adaptation or modification, extraction, consultation,

use, communication by data transmission, dissemination or any other form of supply, reconciliation or interconnection, limitation, erasure or destruction.

User: means any natural person authorised by the Customer, on its sole responsibility, to use the Products or to connect to the Services, in accordance with the Agreement and the licence stipulated below. When Visiativ is the Publisher of the Software, Packaged Application or Application Service, the User is more precisely any person whose user account is activated in the directory of the Software, Packaged Application or Application Service. The number of named Users authorised to use the Software, Packaged Applications or Application Services is specified in the Supplementary Terms and Conditions.

Personal Data Breach: means, for the application of Data Protection Regulations, a breach accidentally or unlawfully entailing the destruction, loss, alteration or unauthorised disclosure of personal data transmitted, stored or otherwise processed, or the unauthorised access to such data.

Article 4. Term / Termination of the Agreement

Term of the Agreement. The term of the Agreement is stipulated in the Supplementary Terms and Conditions.

Licences relating to Software and Packaged Applications, and licences relating to software integrated into Equipment, are granted to the Customer for the term stipulated in the Agreement. Where no term is stipulated in the Agreement, licences are granted for the legal term of protection of the software or programme in question. Licences granted shall be terminated automatically in the event of early termination of the Agreement, particularly in the event of any breach of the licence terms.

Except for immediate performance Agreements (e.g. sale or installation of Products), the Agreement shall be tacitly renewed for the same fixed term as the term indicated in the Supplementary Terms and Conditions or, where no such term is stipulated for a fixed term equal to the term of the Initial Period.

In the absence of an express stipulation in the Supplementary Terms and Conditions, the Initial Period shall be one (1) year minimum.

The Parties mutually and expressly agree that the Agreement is entered into for a fixed term, notwithstanding its renewal. Accordingly, the Agreement may not be terminated prior to the expiry date set for the Initial Period and during each contractual fixed term of renewal, unless the Customer pays Visiativ the early termination indemnity expressly stipulated in the Supplementary Terms and Conditions.

In the absence of an express stipulation in the Supplementary Terms and Conditions, the Customer acknowledges and agrees that, in the event of early termination of the Agreement or any non-compliance with the termination conditions, it shall owe Visiativ an early termination indemnity equal to 100% of the entire amount that Visiativ should have received if the Agreement had continued for the full term.

Method of termination. Any termination of or withdrawal from the Agreement must be notified to the other Party by registered letter with acknowledgement of receipt at least three (3) months before the expiry of the period in progress. Without prejudice to the above, the Agreement may also be early terminated in the manner stipulated in section 19.2 of the Terms.

Consequences of the end of the Agreement. Licences granted to the Customer to use Software and/or Application Services pursuant to the Agreement shall cease automatically and immediately upon the end of the Agreement, howsoever arising, unless otherwise provided in the Supplementary Terms and Conditions.

The termination of the Terms shall not, save in the event of a breach by the Customer, entail the termination of the Supplementary Terms and Conditions in progress, which shall continue to apply until their expiry date on the basis of the provisions of the Terms maintained for this sole purpose, on the understanding that, under these circumstances, the Supplementary Terms and Conditions may not be renewed on any account, notwithstanding any provision to the contrary contained therein.

The early termination of the Supplementary Terms and Conditions shall not entail the termination of the Terms or of any other Supplementary Terms and Conditions concerning other Products/Services. However, Visiativ may decide, in the event that the Agreement is terminated or rescinded due to the exclusive fault of the Customer, that the breaches are sufficiently serious to warrant the termination or rescission of all contractual commitments in progress.

The Customer expressly acknowledges and warrants that the end of this Agreement for any reason whatsoever, shall not automatically entail the termination of the financing contract it has signed with a financial institution to finance all or any part of the Products or Services. Therefore, notwithstanding the early termination of the Agreement, the Customer shall remain liable for its undertaking to make the "rent payments" due to the financial institution, even though the Services are no longer provided.

In the event of early termination of the financing contract, the Customer shall similarly be liable for all the rent payments it should have made up to the contractual expiry date agreed.

The Customer hereby undertakes not to hold Visiativ liable or to seek its guarantee for the performance of its financing contract.

Article 5. Description of the Services provided by Visiativ

By default, unless otherwise expressly stipulated in these Terms or in the Supplementary Terms and Conditions, the

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Services only represent a best-efforts obligation for Visiativ. Visiativ shall provide the Services in accordance with industry standards, with all due care required of an IT service provider without assuming any absolute obligation.

The Customer has been warned that, except for Specific Developments, the Products and Services are standard elements supplied "as is", which are designed to meet the needs of a maximum number of users. Prior to placing any Order, the Customer is therefore responsible for ensuring that the Products and Services are suited to its own expectations. The Services provided are those contained in the description of the items covered by the Customer's Order including, in particular, the following Services:

5.1 Sale of Equipment

Visiativ sells the Equipment to the Customer, which places the Order for it, according to the terms of delivery defined in this section, completed by the "Delivery" clause below.

The costs of carriage of the Equipment shall be payable by the Customer and an estimate thereof may be provided in the Offer of Visiativ and/or the Supplementary Terms and Conditions.

The delivery lead-times of Equipment and any partial delivery may not give rise to any penalty or compensation paid to the Customer by Visiativ, or to any cancellation of the Order.

The Equipment shall be sent with the documentation provided by the manufacturer or the distributor of said Equipment, with which the Customer must comply or otherwise risk causing a failure of or damage to the Equipment for which it shall be exclusively liable.

Where the performance of this Service is expressly included in the Supplementary Terms and Conditions, the installation of Equipment shall be performed by Visiativ in the manner provided for herein. Installation of Equipment means only the connection of the Equipment to the Customer's Environment.

Any additional Services, such as Training, shall give rise to additional billing.

Warranties applicable to the sale of Equipment are stipulated in the "Warranties" clause below.

5.2 Equipment Rental

Customer's Representations. The Customer certifies that it is competent and authorised to use the Equipment, and it undertakes to use the Equipment itself or through its duly qualified, trained and authorised staff. Lending and sub-letting of Equipment are strictly forbidden.

The Customer undertakes to:

- Install and use the Equipment in accordance with its intended purpose and applicable regulations, with all the necessary due care,
- Comply with the user manuals and safety/security instructions laid down by regulations or stipulated by the manufacturer or Visiativ,
- Keep the Equipment in good working order at all times.

The Customer agrees not to make any modification, alteration or transformation to the Equipment. Unless otherwise authorised in writing by Visiativ, it may only use the Equipment in Switzerland.

Maintenance. The Customer is required to protect the Equipment against any deterioration and to regularly carry out, at its own expense and on its sole responsibility, all ordinary maintenance, cleaning, verification and supply/refill operations, in accordance with the recommendations contained in the manuals of Visiativ and/or the manufacturer. It undertakes to immediately inform Visiativ of any faults found on the Equipment. The cost of any repairs made necessary by a lack of maintenance shall be payable by the Customer.

The maintenance of the Equipment may be provided by Visiativ and shall give rise to separate Supplementary Terms and Conditions. In this case, the Customer undertakes to comply with any request made by Visiativ to immobilise the Equipment for maintenance purposes.

Consumables. The Customer is informed that certain items of Equipment (such as printers) may only be used with consumables (e.g. ink cartridges) from the same manufacturer, failing which the Equipment may be damaged, under the Customer's liability, and in any event may not function correctly. Prior to placing any Order for Equipment, the Customer shall check all the recommendations and terms and conditions of the manufacturer of the brand in question. If the Customer so requests, Visiativ shall endeavour to send it the information in its possession concerning the Equipment in question, but it shall not accept any liability if the Customer fails to comply with the manufacturer's instructions and documentation.

Repairs. In the event of a failure, malfunction or deterioration, the Customer shall immediately cease using the Equipment and shall notify Visiativ by telephone and send it written confirmation within forty-eight (48) hours. Any repair shall only be made on the initiative of and by Visiativ or the manufacturer (at [Company's] discretion), the related costs being paid by Visiativ only in the case of a latent defect or non-conformity exclusively attributable to the Equipment and notified within this time limit. Visiativ shall decide, at its sole discretion, whether or not to repair the Equipment, or to replace it.

Compensation for loss of use of the Equipment while it is being repaired may be charged to the Customer when such loss of use is not attributable to Visiativ. Visiativ may not be held liable to the lessee or to any third parties for the direct or indirect, tangible or intangible consequences of an outage or malfunction of Equipment leased that is not due to a defect proven to be existent at the time the Equipment was supplied, and it shall not be liable for any compensation of any nature whatsoever. The liability of Visiativ shall, in any event, be

limited to the annual amount ex-VAT of the rental of the Equipment in question.

Customer's exclusive custody/liability. The Customer may not use the Equipment for any purpose other than its intended use or disregard the security/safety rules. It shall be responsible for the custody of the Equipment until its effective return to Visiativ acknowledged by the latter, and shall be responsible for any damage caused by and to the Equipment leased. However, it shall not be liable for any harmful consequences of any latent defects affecting the Equipment and rendering it unfit for its purpose, provided it can furnish evidence of such defects. Any direct or indirect operating losses, howsoever caused, shall not be borne by Visiativ.

Insurance.

1) Damage to third parties (third-party liability). The Customer shall be liable for any damage caused by the Equipment throughout the term of the rental. Where the equipment is a motor vehicle, Visiativ has taken out the mandatory insurance for damage caused by the vehicle involved in a traffic accident. Visiativ and/or its insurer reserve the right to take action against the Customer. The Customer shall take out machinery insurance particularly to cover any damage caused to third parties by the motor vehicle when it is not involved in a traffic accident.

For the rental of items of Equipment other than those defined above, the Customer must hold professional third-party liability insurance to cover harm caused to third parties by the Equipment.

2) Damage to the rented property. The Customer shall be liable for the use of the Equipment and any damage suffered by it. It shall bear the financial consequences of any damage occurring during the rental (including for force majeure events). In the event of total loss, the reference value is established below. It may cover this liability by taking out its own insurance.

In the event of any deterioration, loss, disappearance or theft of Equipment, compensation shall be charged based on the new replacement value, according to the prices of new Equipment featured in the catalogue of Visiativ, which can be consulted on request by specifying the reference of the Equipment, minus a percentage for wear and tear of 0.5% per month, capped at 30%.

Notice of loss. In the event of an incident of any nature, the Customer shall inform Visiativ as soon as it becomes aware of the incident and shall send it its notice of loss in writing within forty-eight (48) hours. It shall specify the date, place, circumstances, presumed causes and consequences, name, address and qualification of the user of the Equipment, any victims, any witnesses, any intervention by agents of the State, any drafting of an official report, the place where the damage can be seen, and any insurance taken out to cover the same hazards with other insurance companies. It shall grant Visiativ access to the Equipment. If a motor vehicle is involved (Equipment damage and/or bodily injury), it shall draft and send Visiativ the joint report signed by the drivers or the police report. In the event of theft, it shall file a complaint to the authorities, within forty-eight (48) hours, mentioning the identification of the Equipment and the date and circumstances of the theft and shall send the originals to Visiativ within the same time limit or on request. It must send Visiativ, on receipt, any claim, notice to attend or procedural document it receives, and provide any document on request without delay. Otherwise, it may not benefit from the insurance cover that Visiativ has taken out. It shall not discuss the liability, or negotiate or compromise with third parties in connection with the accident. The rental shall be payable up to the recovery of the Equipment.

Return. The Equipment must be returned, at the Customer's expense and risk, during the opening hours of Visiativ. If the applicable Supplementary Terms and Conditions or any other document of the Agreement provide for recovery by Visiativ, the Customer must inform Visiativ in writing when the Equipment is available giving sufficient and reasonable notice and indicating the location thereof. The Equipment to be recovered must be accessible for Visiativ. The Customer shall remain bound by all the obligations arising under the Agreement until its effective recovery by Visiativ. It shall particularly remain the custodian of the rented property and shall keep it under supervision. The Equipment shall only be deemed "returned", and the risks transferred to Visiativ, after the issuance of a receipt signed by Visiativ. Return of the Equipment is compulsory at the end of the rental period without the need for any formal demand.

The Customer shall return the Equipment in good and compliant condition, with all accessories and fittings, particularly all security devices, cleaned and, where applicable, with the same level of supplies (level of fuel, level of ink for printers, etc.) as when it was first supplied. Otherwise, it will be charged for any repairs, cleaning or refilling services. On return, a receipt specifying the date of return and the apparent condition of the Equipment, subject to any non-visible or non-reported damage, shall be drawn up jointly between Visiativ and the Customer. If Equipment is recovered by Visiativ in the lessee's absence, only the findings indicated by Visiativ on this receipt will be relied upon. Visiativ reserves a period of seven (7) business days after the return to report any damage to the Equipment that was not visible or not reported by the Customer at the time of return. In the event of theft, loss or destruction, the Agreement and the rent payments shall only be terminated on receipt by Visiativ of the complaint made by the lessee to the competent authorities and its declaration to the insurance company. If, for any reason, the Equipment is not returned, the replacement compensation (stipulated above) shall be charged in addition

to the price of the rental. Any fittings, accessories, removable components or spare parts not returned will be charged at the replacement price.

5.3 Supply and installation of the Products in the Customer's Environment ("Service On Premise")

If the Customer selects this Service, Visiativ shall install the Products identified in the Supplementary Terms and Conditions, but only if the Customer has checked and warrants Visiativ that the Customer's Environment is compatible with the pre-requisites specified by Visiativ, the third-party Publisher, or the manufacturers of Equipment.

The installation shall be carried out by Visiativ or its subcontractors in the Customer's premises located in Switzerland and, unless otherwise stipulated in the Supplementary Terms and Conditions, shall give rise to additional billing.

To enable the installation, the Customer shall allow the staff appointed by Visiativ to access its premises and facilities.

This Service shall give rise to an installation report drawn up in the manner set forth in the section entitled "Delivery of Products".

The Hosting Service and the Back-up Service are not available within the framework of the Service On Premise. However, any Customer so wishing may select an additional Maintenance Service for the Products in question, in accordance with the Supplementary Terms and Conditions.

5.4 Supply of and remote access to the Application Services in SaaS mode ("SaaS Service")

If the Customer selects the SaaS Service, the Application Services shall remain hosted on the servers of Visiativ or its partners, to be remotely accessible in SaaS mode from the Customer's Users' computers, within the limit of the number of authorised named Users (or volume) specified in the Supplementary Terms and Conditions.

Users shall access the Application Services with their Identifiers from any desktop or laptop computer, smartphone or tablet, even those not located in the Customer's premises, provided that such devices comply with the pre-requisites of Visiativ and within the limit of the authorised number of Users (or volume) specified in the Supplementary Terms and Conditions.

Identifiers are allocated individually to each User (by Visiativ directly, or via the Customer) with a password, when they register. Each User is responsible, if they so wish, for changing their password, in which case, the Customer warrants that its Users will use a new password that is sufficiently complex to avoid any theft by an unauthorised third party (for example, the Customer is advised and must inform its Users: (i) not to use their own first or last name (s) and/or those of their children, their date of birth, or any other information that is easy to guess or obtain; (ii) to use more than 8 characters in both upper and lower case).

The Customer shall ensure that its Users respect the confidentiality of Identifiers and passwords. Identifiers and passwords may only be used to enable Users authorised by the Customer to access the Services in order to ensure the security of Data. Identifiers and passwords may not be disclosed to third parties. The Customer shall be fully and exclusively liable for all use and for the confidentiality of Identifiers and passwords. In general, the Customer shall be fully and exclusively responsible for the security of individual computers and of all terminals accessing the SaaS Service.

If the Customer becomes aware of or suspects any unauthorised access to the SaaS Service, and/or in the event of any loss or theft of identifiers, it shall make every effort to stop the action in question, and shall inform Visiativ thereof without delay, with confirmation by registered letter with acknowledgement of receipt.

In this case, Visiativ may decide to cancel the Identifiers in question and to send new ones, at its own or at the Customer's expense. Such a situation may also constitute negligence by the Customer that could justify termination of the Agreement on grounds of fault by it, pursuant to the provisions of the Agreement.

The SaaS Service includes related standard Services in the "subscription" package paid by the Customer, i.e.: the Back-up Service, the Hosting Service and the Application Services Maintenance Service.

Any other Service, particularly Services supplementary to the abovementioned standard services, such as the Training Service and Specific Developments, are optional and subject to additional billing.

5.5 Specific Developments

The Customer may ask Visiativ to make, or to have made by the Publisher, Specific Developments concerning the Software/Application Services/Packaged Applications to meet a particular need that is not met by the standard functions available. Specific Developments do not include the configuration of the Software/Application Services/Packaged Applications, which is covered by a separate Service if the Customer places an Order for it.

Visiativ undertakes to study this request, and to confirm the feasibility thereof and the cost to the Customer, provided the latter has previously submitted clear specifications of the specific needs identified by it, which may give rise to the drafting of functional specifications by Visiativ.

As for any other Service, Visiativ shall only be under an absolute obligation in respect of the Specific Developments if such obligation is expressly stipulated and accepted by Visiativ.

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Specific Developments are subject to the acceptance procedure and become the property of the Customer according to the terms of intellectual property assignment stipulated below.

However, as an exception and subject to giving Visiativ prior notice: if the Specific Developments could benefit a maximum number of customers of the Publisher or be shared with at least one (1) other customer of Visiativ, they may be integrated into the standard Software/Application Services/Packaged Applications.

In this case, the Publisher shall retain full ownership thereof and shall let the Customer benefit from them as a Major Version, subject to the licence below (unless otherwise provided in the user licence of the third-party Publisher, which shall prevail).

Given the possible standardisation of Specific Developments described above, Visiativ may offer a special rate which shall be indicated in the Supplementary Terms and Conditions.

Any assignment of any intellectual property right in or to Specific Developments shall have no effect and shall not, per se, entail any assignment, licence or other right in or to the Software/Application Services/Packaged Applications which are integrated into or used in connection with the Specific Developments. In relation to the Customer, Visiativ (or its licensors) shall remain the sole holder of such Software/Application Services/Packaged Applications, including any intellectual property right pertaining thereto.

5.6 Maintenance Service

Description of the Service. The Maintenance Service includes:

- The supply, at the Customer's request, where they are available, of Major Versions and Updates of Software;
- Corrective Maintenance, in the manner defined below;

The Maintenance Service is included in the price paid by Customer when an Order is placed for the SaaS Service. In this case, Updates and Major Versions are not provided to the Customer in the manner defined above, but are integrated into the Application Service by Visiativ or the third-party Publisher at the time they choose, without the need to give the Customer prior notice thereof.

Additional billing applies to this Service in all other cases. It may nonetheless be included in a grouped offer within the framework of a "subscription" package expressly specified in the Supplementary Terms and Conditions.

For the purposes of describing Maintenance, the words written with a capital letter shall have the meaning ascribed to them below:

- Corrective Maintenance: means the Service by which Visiativ works around and/or corrects Faults.
- Ongoing Maintenance: means the software follow-up Service provided by Visiativ by providing the Customer on request with available Updates and any New Versions as an option based on an additional Order.
- Fault: means any reproducible malfunction of the Software, Application Services and Specific Developments (depending on the Customer's Order) preventing their use in compliance with their documentation.
- Critical Fault: means a Fault rendering the use of all the functions of the Software, Application Services and Specific Developments (depending on the Customer's Order) impossible.
- Major Fault: means a Fault preventing the execution of the main functions, as described in the documentation, and causing a serious and abnormal disturbance in the Customer's use of the Software, Application Services and Specific Developments.
- Minor Fault: means a Fault other than a Critical or Major Fault.
- Update: means a version of the Software and/or Application Services (depending on the Customer's Order) that includes any corrections of Faults and/or minor improvements. An Update does not include the supply of a new product or any additional features and/or functions, which shall give rise to additional billing.
- New Version or Major Version: means a complete new commercial version of the Software or Application Service (depending on the Customer's Order). It includes enhancements of the previous version and new functions, at the Publisher's discretion, and provided this optional Service is expressly mentioned in the Supplementary Terms and Conditions.

If any Updates/Major Versions are imposed by the Publisher, the Customer undertakes to accept and deploy them.

If it refuses, the Customer is expressly warned that Visiativ shall not provide Corrective Maintenance for a version that is out of date by more than six (months) and that, as a result, the Customer waives the Maintenance services, without being released from payment of the applicable fees.

The Customer acknowledges and accepts that the Updates and Major Versions of the Software/Application Service are only available by downloading from the Publisher's web portal. At the Customer's express, written request, Updates and Major Versions may be provided to it on other media (DVD), at extra cost.

Maintenance Terms and Condition. Visiativ has a support team to process Faults reported by the Customer and to provide Corrective Maintenance Services remotely to correct Faults, according to the procedure below, on the understanding that compliance with the Maintenance terms and conditions also depends on the Customer's active participation:

1. Reporting of the problem by the Customer, by contacting the support service accessible:

- On the website indicated in the Supplementary Terms and Conditions, normally available 24/7 (outside maintenance periods).
- By email, at the email address indicated in the Supplementary Terms and Conditions.

However, the Customer has been informed that the use of the ticketing tool possibly specified in the Supplementary Terms and Conditions (or the one subsequently notified by Visiativ in case of a change) should be favoured and that the information recorded therein shall prevail over any other notification given by any other means.

2. Assessment of the reported problem by Visiativ or by the third-party Publisher based on the additional information provided by the Customer, and communication of the diagnostic with qualification of the Fault (by Visiativ or the relevant Third-party Publisher) as soon as possible.

In all cases, the Customer's request shall be taken into account by Visiativ issuing an incident ticket and will be referenced with a number provided to the Customer. This identification number is unique and must be quoted for any intervention to enable Visiativ to provide the Service.

Visiativ shall make every effort to contact the Customer within eight (8) working hours of issuing the incident ticket in order to initially qualify the nature of the problem or the question asked by the Customer.

Working hours mean the opening hours of Visiativ: from Monday to Friday, from 8:00 to 12:00 am and from 1:00 to 5:00 pm, except national holidays at the registered office of Visiativ and exceptional closing days of Visiativ.

3. Implementation of the proposed correction/workaround solution: where applicable, if the problem is a Critical or Major Fault, Visiativ shall inform the third-party Publisher, on behalf of the Customer. Visiativ shall keep the Customer informed of the replies received from and the course of action decided by the third-party Publisher.

An operational proposal will be made within a lead-time that is compatible with the nature and severity of the incident.

The Customer acknowledges that it must make regular back-ups of its Data, whether local or outsourced.

Terms of use of patches provided by Visiativ. Within the framework of the Maintenance Service, corrective or workaround solutions ("Patches") may be provided to the Customer in the form of executables. A licence to these elements is granted to the Customer, on a non-exclusive and non-transferrable basis, for use limited to the purpose of the Agreement, under the same terms as the Licence relating to the Products concerned.

Patches may exceptionally be subject to specific licensing terms.

Visiativ is under no obligation to integrate Patches proposed within the framework of the Maintenance Service to subsequent Updates and Major Versions.

Maintenance Service Exclusions. The following services, in particular, are excluded from the Maintenance Service and shall give rise to additional billing, after a feasibility study and prior quote from Visiativ:

- Travel by the Visiativ teams to the Customer's site;
- Installation or troubleshooting of hardware (computers, peripherals, etc.), the operating system, and third-party software belonging to the Customer except for Hosted Applications;
- Installation and assistance with the installation of Software;
- Restoration of altered Data or processing rerun for this purpose;
- Services associated with the deployment of Updates or Major Versions of Software, Packaged Applications and Application Services, particularly within the framework of SaaS Services / Hosting Services, where said Updates or Major Versions are deemed non-compatible with Specific Developments;
- Web design on the Services;
- Supply of a new product or additional features and/or functions;
- Support services (Software migrations for example);
- Restoration of the Customer's lost Data;
- Supply of new modules;
- Support and Maintenance of Packaged Applications;
- Support and Maintenance of Specific Developments;
- Resolution of system or network problems;
- Conversion of the Customer's data.

Visiativ will not be required to provide its Maintenance Service, without any right of compensation for the Customer, in the following cases:

- If the Customer has failed to provide it with the information, files or documents requested;
- If the Customer has not expressly validated the solutions to Faults provided by Visiativ;
- If the Customer has refused an Update proposed by Visiativ, to avoid causing incidents that Visiativ has identified;
- If the Customer uses a Major Version that is not maintained (within the framework of the Service on Premise);
- If the Customer has refused the terms of use and/or terms of the licence of the Patches proposed;
- Damage caused by misuse, negligence or operational errors by the Customer or its Users;
- Use of Products not conforming to the related documentation and the instructions provided by Visiativ or the Publisher;

- Any intervention of the Customer or a third party on the Products that is not authorised by Visiativ;
- Failure or variation in the electric power supply, failure of the Internet connection, introduction of a virus;
- Failure by the Customer to meet its payment obligations on the due dates ;
- Force majeure.

Visiativ shall not accept any liability for any accidental alteration or destruction of Data occurring during Maintenance operations. Prior to any Maintenance operation, the Customer is strongly advised to proceed with a complete back-up of its Data.

5.7 Re-subscription fee.

In the event of termination of the Maintenance Service, for any reason whatsoever, followed by a new subscription to this service for the same Software or Packaged Application, the Customer shall owe a fee for its re-subscription to the Maintenance Service on top of the fee due for the Maintenance Service. The Maintenance Service re-subscription fee is equal to the amount of the maintenance fee that the Customer should have paid between the termination date of the Maintenance Service and the date on which the Customer resumes this service.

5.8 Hosting Service

Visiativ provides the Hosting Service on its own servers, or those of its subcontractors, within the framework of a shared infrastructure.

Within the framework of the SaaS Service, hosting of the Application Services and the Customer's Data is included in the Service selected by the Customer.

However, the Customer is expressly warned that the hosting of Data and the Data Back-up proposed as a standard feature by Visiativ do not, under any circumstances, exempt it from making regular back-ups of its Data, whether local or outsourced.

If its Data are particularly strategic, or contain a significant amount of Personal Data, the Customer is strongly advised to use back-up, restoration and retrieval solutions that are more appropriate than the standard solution provided by Visiativ, to prevent risks of interference with or loss of its Data.

Visiativ also provides a Hosting Service "alone" of the Customer's Hosted Applications, Websites or Data. In all cases, unless otherwise provided in the Supplementary Terms and Conditions, Visiativ does not warrant that its Service functions and will function without any interruption.

In any event, Visiativ reserves the right to suspend the Service for a reasonable period, giving the Customer prior notice save in an emergency, for maintenance work. Such temporary suspensions shall not give rise to any compensation for the Customer.

5.9 Back-up Service

The back-ups made by Visiativ within the framework of this standard Service are retained for the period indicated in the Supplementary Terms and Conditions. However, Visiativ reserves the right to amend or adapt its back-up policy according to progress in the technical resources implemented to make such back-ups.

In any event, the Customer has been warned that the precautions taken by Visiativ cannot prevent or repair any breach or accidental or malicious loss of Data without any risk.

The Services of Visiativ do not therefore, under any circumstances, exempt the Customer and/or Users from their responsibility to regularly back up their Data on their local servers in accordance with good practices and rules of caution observed in the computing industry.

If the Customer so requests, Visiativ may study and confirm whether it is able to provide, and at which price, a bespoke back-up service. The Customer shall check that the back-up service selected (standard or bespoke) is adapted to the type of Data to be covered by the back-up.

In any event, all the operations aiming to restore or retrieve lost or damaged Data shall give rise to additional billing, whether the Back-up Service has been selected by the Customer or is included in the SaaS Service.

5.10 Training Service

Visiativ can provide the Customer and Users with assistance in the use of the Products and Services.

Training may be provided on the Customer's premises (in Switzerland) or by other communication means proposed by Visiativ (video-conferencing, online demonstrations, etc.) by competent and qualified staff.

These Services are charged for at the man-day cost indicated in the Supplementary Terms and Conditions.

Any scheduled Training covered by an Order shall not give rise to any refund if it is cancelled by the Customer, unless otherwise agreed and/or except for a gesture of goodwill expressly accepted by Visiativ.

In the event of late cancellation, less than five (5) days before the scheduled date of the training, and insofar as it affects the internal organisation of Visiativ, the Customer shall be liable to Visiativ, in addition to the total cost of the Training, for a penalty of 10% of the price of the Training, and in any event, for repayment of all the costs incurred by Visiativ that are non-recoverable, particularly travel and accommodation expenses. Travel, meal and accommodation expenses shall be payable by the Customer. They shall be reimbursed based on the actual outlay as proven by receipts produced by Visiativ.

Article 6. Limited Service for the purpose of trialling Products and Services

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Visiatiiv may make the Products and Services available to the Customer for a limited period for the purpose of conducting an assessment and tests, or offer promotional versions of the Products or Services for a limited period ("Trial Period"), as specified in the applicable Offer.

If the duration of the Trial Period is not specified, it shall end automatically thirty (30) days after the date on which the Products were delivered to the Customer and/or on which it accessed the Services for the first time. If, at the end of the Trial Period, the Customer continues to use the Products/Services, or has not returned the test Equipment, it shall be liable to Visiatiiv for the price corresponding to the rates in force for the Product or Service in question, and shall be charged as of the first day of the expiry date of the Trial Period, for the entire term of use of the Product or Service in question.

During the Trial Period (during the agreed term, or the term extended by the Customer), Visiatiiv shall provide the Products/Services "AS IS" and without any warranty of any kind and it shall not accept any liability in this respect, notwithstanding the undertakings and warranties given by Visiatiiv pursuant hereto.

All the other terms and conditions of this Agreement shall apply. Visiatiiv reserves the right to change or to interrupt any Trial Period or any special offer, at any time and without notice.

Similarly, the Customer acknowledges that "Beta" Products and Services are also provided "AS IS", without any warranty. Beta Products/Services may contain bugs, errors and other defects. The supply of "Beta" Products/Services shall not create any commitment on the part of Visiatiiv to provide the corresponding final versions that may subsequently be marketed.

The Customer may be asked to give its opinion of its experience and use of the Beta Product/Service and grants Visiatiiv a free, international, unlimited and irrevocable licence to use and integrate all of the Customer's comments on the Product or Service.

In all cases, the Customer shall use the Products/Services for assessment purposes and/or in "beta" phase at its own risk and exempts Visiatiiv or its partners (particularly Publishers and manufacturers) from all liability on this account.

Article 7. Delivery of Products and supply of Services

7.1 Lead-times for Product delivery and supply of Services

The delivery lead-time for Products and/or the lead-time for the supply of Services, indicated by Visiatiiv in the Supplementary Terms and Conditions, is provided for guidance only and is not in any way guaranteed.

Products shall be delivered according to availabilities, procurement and transport possibilities and based on the order in which Orders are taken. Visiatiiv is authorised to make full and partial deliveries.

Any difference compared to the forecast delivery date shall not give rise to any damages for the Customer or any cancellation of the Order, unless otherwise agreed with Visiatiiv.

7.2 Method of Product delivery and supply of Services

Delivery method. Unless otherwise indicated in these Terms or in the Supplementary Terms and Conditions, Products shall be delivered and Services provided to the Customer in Switzerland at the address indicated by the Customer in the Agreement.

Equipment will be delivered to the main entrance of the Customer's site specified in the Supplementary Terms and Conditions, without any transfer or installation of Equipment, unless this Service is included in the Customer's Order.

If installation services are ordered, the Customer must first have complied with the instructions and pre-requisites of the manufacturer or Visiatiiv and have proceeded with all the preparations necessary for the installation. Otherwise, the Customer acknowledges and accepts that the operations required to prepare its installation site and the support Services provided by Visiatiiv for this purpose shall give rise to additional billing.

The Customer is informed that, after delivery of Equipment, certain manufacturers require the user to register online or via any other document provided by Visiatiiv or the manufacturer, as user of the Equipment, and to provide other mandatory information, to be able to use the Equipment. The Customer therefore agrees to follow all the procedures and respect all the instructions of Visiatiiv or manufacturers, on its sole responsibility.

Unless otherwise provided in the Supplementary Terms and Conditions, Software and Packaged Applications will be delivered in the form of object codes, by providing an access or download link, or otherwise by the postal service on a physical medium chosen by Visiatiiv.

Delivery charges and Incoterm. Products shall be delivered according to the Ex Works incoterm, unless otherwise agreed between the Parties (ICC 2010). Accordingly, the Customer is particularly liable for the costs of carriage and customs duties and shall bear the risks relating to the transport of Products. Where applicable, the Customer undertakes to pay on receipt all taxes, duties and other expenses both present and future in respect of the delivery of the Products themselves, Visiatiiv not incurring any liability at any time in this respect.

7.3 Acceptance procedure

Acceptance procedure for Products or Services. Where this procedure is expressly provided for in the Agreement, an

installation and acceptance report shall be given to the Customer by Visiatiiv, for signing. If the Customer does not make any remark within three (3) days of the presentation of the report, the Service in question shall be deemed unconditionally accepted by the Customer. Similarly, any go-live/use of Software/Services/Packaged Applications/Specific Developments shall carry the Customer's unconditional acceptance and be valid as compliant delivery by Visiatiiv.

In the event of any Critical or Major Fault affecting Software (including a Packaged Application or Specific Developments), the Customer must notify Visiatiiv thereof within three (3) days at the most and the latter shall make every effort to solve the problem and to present, a second time, the new report for acceptance by the Customer. If this second attempt fails and if, upon a third presentation, the Customer considers that (i) the Critical or Major Faults have not been remedied and prevent the acceptance by rendering the Software/Services non-compliant with the Agreement and (ii) Visiatiiv approves the Customer's position, the Agreement shall be terminated as of right and without any fault by either Party.

Any failure of the acceptance procedure due to any negligence or inaction of the Customer and the Users in providing information or carrying out the requested tests, shall entitle Visiatiiv to terminate or rescind the Agreement due to a fault by the Customer.

The date of the installation/acceptance report or, absent the latter, the first day of use of the Software/Services shall be the start date of any contractual warranty provided for in the Supplementary Terms and Conditions, or otherwise and where applicable, the Maintenance Service of Visiatiiv. Therefore, the Customer waives all rights to avail itself against Visiatiiv of the termination or rescission of the Agreement for a breach of its obligation to make a compliant delivery, if it has signed the installation/acceptance report without any reservations or has begun to use the Software/Services without notifying Visiatiiv of any Major or Critical Fault.

The Customer has thus been able to assess the consequences of any negligence or rash behaviour on its part in the Software/Services acceptance procedure, during which it must also actively cooperate with Visiatiiv to warn it or to provide it with any information that Visiatiiv may need.

In any event, a Minor Fault shall not prevent the acceptance of Software/Services.

Acceptance procedure of Equipment only. Without prejudice to the terms and conditions applied by the carrier or the manufacturer of Equipment, the Customer is responsible for checking, at the time of delivery, that the Equipment is compliant with the Order placed and is in good working order. Any claim made by the Customer for any non-compliance of the Equipment must be made, under penalty of being deprived of any related action, on the day the Equipment is received. These reservations must also be notified to the carrier by registered letter with acknowledgement of receipt within three (3) days of the delivery. In the event of any missing Products or any damage during transport, the Customer shall make the necessary reservations on the delivery slip when it receives the Products. The Customer shall also notify Visiatiiv of these reservations by registered letter with acknowledgement of receipt within eight (8) days of the delivery of the Products, and return the Product(s) within that time limit.

If it fails to proceed as indicated, the Customer may not make any complaint to Visiatiiv. The expenses and risks relating to the return of said Equipment shall be borne by the Customer. In any event, no return will be accepted after a period of eight (8) business days following the delivery date of the Equipment concerned. After Visiatiiv has examined the returned Equipment and if any non-compliance is duly detected, Visiatiiv shall only be required, to the exclusion of any damages, and at its sole discretion, to replace the non-compliant Equipment with equivalent compliant equipment or to cancel the Order in question and consequently refund the Customer.

The Customer must provide any justification of the reality of the defects or faults detected. It shall enable Visiatiiv to verify such defects and remedy the same. Any intervention by it or by a third party prior to that of Visiatiiv shall preclude all liability of Visiatiiv for the problems.

Outside these limited cases, the Customer shall not have any right of withdrawal or any right to reimbursement.

Training. For any training provided by Visiatiiv, a certificate of attendance shall be provided to the Customer for signing. In the absence of any claim or signature within five (5) days of the delivery of the attendance sheet, the Training shall be deemed to have been effectively provided on the agreed date. Separate training agreements shall be signed where required by applicable legal provisions.

Article 8. Availability of Application Services within the framework of SaaS Services

Service levels relating to the availability of Application Services shall only apply to the SaaS Service, to the exclusion of any other Service, unless otherwise provided in the Supplementary Terms and Conditions.

Visiatiiv shall therefore make its best efforts to ensure the Application Services are accessible 24 hours/day, 7 days/week, with an average monthly availability rate of Services of 99.95% (hereinafter "Service Availability"). This 99.95% Availability rate is calculated over a period of one calendar month by applying the following formula:

Availability = $100\% \times [1 - (t:T)]$ where:

- t = number of minutes for which the Services were unavailable during the one-month period considered.
- T = total number of minutes in the month.

Availability is calculated based on information taken from the statistical tools of Visiatiiv and, if Visiatiiv so accepts, those of the Customer. In the event of any discrepancy, the information provided by Visiatiiv shall be relied upon for the Availability calculation, to the exclusion of all other.

Visiatiiv shall provide an Availability report when so requested by the Customer in writing.

In the event of any failure to meet the Availability commitments by more than ten per cent (10%) of the Availability rate for two (2) successive months, the Supplementary Terms and Conditions may provide for penalties.

In any event, the amount of penalties shall not exceed five per cent (5%) of the amount per one-hour period of unavailability within the limit of one hundred per cent (100%) of the total amount ex-VAT of the invoice for the month in question.

Exclusion from the unavailability calculation: The Customer acknowledges and agrees that the Availability of the Service may be disrupted, without it being entitled to any compensation or penalties, in the following cases, which shall not, furthermore, be taken into account to calculate the Availability rate:

- Failures due to the Internet or to the connections of operators connecting Visiatiiv or its hosting service provider to the Internet,
- Incidents caused by the Customer, by content provided by the latter or by its Data,
- Force majeure,
- Scheduled maintenance operations notified to the Customer,
- Any unavailability due to the Customer's Environment (including Internet downtime and malfunctions or failures of its telecommunications network), its Data, any deliberate or involuntary act of the Customer, and any action that is prohibited by the Agreement.

Visiatiiv accepts no liability for any unavailability of the Service that is beyond its control, including but not limited to, in the cases listed above.

Article 9. Price, billing and terms of payment

9.1 Price

The Services and Products are provided at the prices in force at the time the Order is placed.

Unless otherwise expressly agreed by the Parties, prices are stipulated in Swiss Francs and exclusive of tax and transport, and are defined in the Supplementary Terms and Conditions. Any tax, duty or other amount to be paid pursuant to Swiss law or the legislation of an importing country or country of transit shall be payable by the Customer.

For operations on the Customer's site or outside the premises of Visiatiiv, prices do not include travel, meal or accommodation expenses or the costs of hiring rooms. Any such expenses shall be charged directly to the Customer after the operation, based on the actual expenses incurred.

Visiatiiv reserves the right to change its rates from time to time, subject to informing the Customer thereof prior to it placing its Order.

The new rates shall apply to Orders received after they have been sent.

9.2 Revision

At the end of the Initial Period and then at the end of the firm period of renewal, if any: Visiatiiv shall be entitled to adapt the price ex-VAT of the Service in proportion to the change in the Swiss consumer price index, published by the federal statistics office, without the need to give the Customer prior notice.

In any event, the Customer agrees to renegotiate the price of the Agreement upwards if Visiatiiv can prove any change of circumstances that was not foreseeable at the time of signing the Agreement and which renders performance of the Services much more complex and costly.

During the renegotiations, Visiatiiv shall continue to fulfil its obligations.

9.3 Billing

Unless otherwise provided in the Supplementary Terms and Conditions, invoices shall be issued by Visiatiiv in the following manner:

- For a sale, 100% of the price at the time of dispatching the Products ordered. For Software, dispatching shall mean their delivery or supply by any and all means;
- 100% at the time of installation for the Service on Premise, for installation costs;
- 100% of the annual fee on the day of the Order, then for the other years, 100% of the annual fee once a year in the month preceding the anniversary date of the contractual year, unless otherwise stipulated in the Supplementary Terms and Conditions: for the SaaS Service, Maintenance Service, Back-up Service and Hosting Service.
- For Equipment rental, by monthly rent payments.
- According to the schedule agreed in the Supplementary Terms and Conditions for Specific Developments and for all other Services. Where there is no schedule, invoices shall be issued as follows: 50% at the time of the Order, 30% upon delivery, and 20% on the day the acceptance is pronounced. For Products and Services for which no acceptance is pronounced, 50% at the time of the Order and 50% upon Delivery.

The claims of Visiatiiv are payable at the payee's address and are not demandable.

Unless otherwise stipulated in the Supplementary Terms and Conditions, the invoices of Visiatiiv shall be paid by bank

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transfer or by direct debit within thirty (30) days of the invoice issue date.

Visiativ reserves the right to ask for a deposit. Furthermore, Visiativ reserves the right to send the Customer or to provide the Customer with invoices in electronic format by any means at its convenience.

No reduction shall be granted for any early payment.

9.4 Late or non-payment

In the event of any late payment or any non-payment on the agreed due date, Visiativ reserves the right to suspend, terminate or rescind this Agreement as of right, eight (8) days after sending a formal demand which has remained unanswered, and without prejudice to the right to recover amounts due and any damages.

The termination shall be effective not only in respect of the Order in question but also all prior outstanding Orders, whether or not their payment is due.

Similarly, where payment is staggered, any non-payment of a single instalment shall entail the immediate payability of the entire debt, whether or not due, without any prior formal demand.

Under no circumstances may payments be suspended or give rise to any offsetting without the prior, written agreement of Visiativ. Any partial payment shall be applied first to the non-senior portion of the claim, then to the longest overdue amounts.

Any later payment shall not defer the anniversary date of the renewal of the Agreement.

In case of any dispute concerning an invoice, payment of the disputed invoice shall remain due.

Any amount still outstanding on the due date shall, in any event, entail application of late-payment interest of 5%.

The Customer shall also, where applicable, refund all the costs incurred for the recovery of sums due, including legal fees and those of any third party appointed by Visiativ to recover outstanding claims.

Such penalties shall be payable on request from Visiativ.

Article 10. Data Protection

10.1 Ownership and control over Data by the Customer

The Customer shall be the sole holder of the rights in and to the Data processed within the framework of the Services.

As required, the Customer grants Visiativ and its subcontractors a free, assignable, global and non-exclusive licence enabling it to host, cache, copy and display said Data solely for the purpose of performing the Services and exclusively in connection with or during the Services.

This licence shall expire automatically upon the termination of this Agreement, unless it is necessary to continue hosting and processing Data, particularly within the framework of implementing Step-in operations, as provided herein in the section on "Step-in Rights".

The Customer represents and warrants that it has all the necessary authorisations to use the Data within the framework of the Services and that it may freely grant a licence under the abovementioned terms.

The Customer represents and warrants, furthermore, that by creating, installing or uploading the Data within the framework of the Services, it does not exceed any right that may have been granted to it in respect of all or any part of the Data and that it does not infringe any third-party rights.

The Customer undertakes to indemnify and hold Visiativ harmless from and against any and all financial consequences that Visiativ may bear as a result of any breach by the Customer of the abovementioned warranties concerning Data. When using the Services, the Customer shall ensure that it does not submit, send or store any Data that would require Visiativ to comply with any specific laws or regulations other than those expressly stipulated in the Agreement.

10.2 Compliance with Data Protection Regulations, if Data are Personal Data

The Customer has informed Visiativ that its Data may include Personal Data.

However, the Customer undertakes to only process and to outsource to Visiativ Personal Data that are strictly necessary to meet its own needs and those of its Users within the framework of the Service. The Customer acknowledges and accepts that it acts as "File Master" or "Data Controller" within the meaning of Data Protection Regulations, in respect of its Personal Data, Visiativ being deemed the "Processor" and acting as such upon the instructions of the Customer.

For the purpose of providing the Services, the Customer has instructed Visiativ to process Personal Data in the manner defined below.

Identification of Personal Data and data subjects concerned by the processing of Personal Data within the framework of the Service: owing to the nature of the Services, Visiativ is not able to identify all the Data constituting Personal Data. However, the Customer shall keep an internal register listing all the Personal Data processed by its processors, and particularly by Visiativ, and shall provide it to Visiativ on request.

In the event of Sensitive Data within the meaning of Data Protection Regulations, the Customer shall expressly inform Visiativ thereof and the latter may refuse to provide the Service if it considers that the processing involves a risk. In particular, the processing of Personal Data concerning health is strictly forbidden within the framework of the Services, which the Customer expressly acknowledges and accepts.

The Personal Data processing carried out by Visiativ on behalf of the Customer includes, in particular, and depending on the Services ordered: access to Data, Data hosting,

displaying, copying and saving Data, Data storage, transfer of Data to partners of Visiativ, including Publishers, for the purposes, duration and under the security conditions specified hereafter. However, the Customer acknowledges and accepts that Visiativ may incidentally have access to Personal Data when installing Software within the framework of the Service On Premise, or within the framework of its Maintenance operations, but shall not copy, save, store or host such Data, except as is strictly necessary to carry out the tasks that the Customer has entrusted to it.

Purposes of Personal Data processing carried out by Visiativ within the framework of the Service: processing of Personal Data by Visiativ shall be exclusively processing that is strictly necessary for the purpose of providing the Services under the Agreement, all other use being prohibited without the express, prior agreement of the Customer.

The Customer expressly prohibits Visiativ from renting or selling the Data.

Retention period: the Customer authorises Visiativ to use Personal Data throughout the term of the Agreement and for a period of no more than twelve (12) months after the end of the Agreement except as required to comply with a statutory or regulatory obligation.

At the end of the Agreement, Visiativ undertakes to destroy the Personal Data that the Customer has not fully recovered within the framework of the Step-in operations, except to comply with a legal or regulatory obligation.

Location of Personal Data processing: the Customer authorises Visiativ to use the Personal Data in accordance herewith (a) in Switzerland or within the European Union without restriction or (b) in a third country provided that this operation meets one of the conditions below: (i) the processing is done in a "third country" having a level of protection considered adequate (particularly by an adequacy decision made by the European Commission); (ii) the processing is done by a firm based in the United States carrying Privacy Shield certification or any other equivalent certification; (iii) the processing is done within the framework of the standard contractual clauses issued by the European Commission or otherwise recognised by the federal commissioner for data protection and transparency. In this case, the Parties integrate to the Agreement by reference said standard contractual clauses, which they undertake to ratify prior to proceeding with the processing in question; (iv) the processing is done within the framework of Processor Binding Corporate Rules.

If the condition or conditions used as a framework for the transfer become null and void, the Parties agree to meet without delay to examine a new way of establishing a framework for the envisaged transfer.

Further processing: the Customer authorises Visiativ to use further Processors within the framework of providing the Services (operators of hosting servers for example) only if the latter are contractually bound by the same commitments as Visiativ under the Agreement as regards Personal Data, and under the responsibility of Visiativ.

Visiativ shall draw up a list of the names of Processors and the countries in which they operate on behalf of the Customer within the framework of the Agreement, at the Customer's written request. In order to provide the Services, Visiativ may be required to make Personal Data available to other third parties, such as third-party Publishers, which must offer the same guarantees as its Processors.

Personal Data security measures: the Parties agree to implement the necessary organisational and technical measures to guarantee the physical and logical security of Personal Data to the highest of the following three (3) levels: (i) the measures taken by Visiativ for its own data, (ii) measures conforming to the state of the art, including, in particular, recommendations published by data protection authorities or administrative authorities that are competent in the field of IT security, (iii) measures taken by Publishers for their own data.

Each Party shall respectively determine said security measures and send them to the other Party on request.

For its part, the Customer warrants, in any event, that the Personal Data do not contain or carry any viruses, worms, Trojan horses and other harmful or destructive content that could affect the rights of data subjects or Visiativ.

For its part, Visiativ has implemented and documented the following measures: (i) physical security of its premises: intrusion protection, access control, access clearance management and monitoring, including management of visitors, incident alert procedures (ii) logical security: password policy, protection of sensitive computing environments by current antivirus software (anti-virus programmes and signature bases);

Limits: the Customer acknowledges that Visiativ has no control over the transit of Data, including Personal Data, via the public telecommunication networks used by the Customer to access the Services and particularly the Internet. The Customer acknowledges and accepts that Visiativ cannot therefore guarantee the confidentiality of Data during the transfer thereof on said public networks. Accordingly, Visiativ shall not, under any circumstances, be held liable particularly in the event of any Data leakage, capture or corruption, or any other event that could affect the Data and occur during the transit thereof on public telecommunication networks.

As Data Controller, and given the nature of the Services and the risk that it has been able to assess concerning the protection of data subjects' rights, the Customer considers that the abovementioned measures and the stipulated limits offer sufficient guarantees and meet the requirements of Data Protection Regulations.

Any other measure or additional guarantee must be expressly requested of Visiativ giving forty-five (45) days' prior notice.

If Visiativ is unable to respond to any such request, the Parties shall meet to agree on an alternative solution to achieve the same result.

If the measures requested disrupt the economic balance of this Agreement, Visiativ undertakes to promptly send the Customer a quote for the implementation of these new security measures.

If the parties fail to reach an agreement on the requested measures, this Agreement may be terminated, without the possibility of any fault being raised against Visiativ on this basis.

Notification of breaches: each Party undertakes to notify the other Party of any Personal Data Breach within forty-eight (48) hours of the occurrence of any such breach of which they become aware.

To the extent required by the Data Protection Regulations, Visiativ shall send the Customer the information in its possession, if the Breach is caused in the performance of the Services, to enable the Customer to meet its obligation to notify the supervisory authority and data subjects and to remedy the problem.

The Parties acknowledge that any notification required by the Data Protection Regulations shall be exclusively incumbent upon the Customer. Therefore, in the event of any negligence by the Customer, Visiativ may notify the breach to the competent authority, but in this case no failure to meet the deadlines or to satisfy any other obligations normally incumbent upon the Customer may be held against it by the latter.

Judicial or administrative requisition: subject to complying with applicable legislation, Visiativ shall notify the Customer of any request for the disclosure or consultation of Personal Data made by a judicial or administrative authority. Visiativ shall act upon the Customer's instructions for the disclosure of said Data. In the event that it is instructed not to disclose the Data, the Customer shall assume all the consequences of this "obstruction" as being exclusively responsible therefor, and shall indemnify and hold Visiativ harmless from and against any consequence, particularly financial, on this basis. Where it is instructed to make disclosure, Visiativ undertakes to act with discretion and to only disclose the Data that are strictly demanded.

Respect for data subjects' rights: Visiativ has no link with the data subjects concerned by the processing it carries out within the framework of the Agreement. Therefore, the Customer is the sole debtor of all the legal obligations relating to respect for the rights of data subjects whose Personal Data are processed within the framework of the Services. To meet this obligation vis-à-vis data subjects, it has organisational and technical measures enabling it (i) to clearly inform data subjects, (ii) to obtain their consent where necessary, (iii) to respond to their requests to exercise their rights of access, rectification, erasure, opposition, and their right to the portability of their Personal Data.

In this respect, the Customer shall provide data subjects with clear, unambiguous and fully accessible information about the manner and the conditions in which their Personal Data may be processed by third parties such as Visiativ or its partners. The Customer shall be fully liable for the consequences, particularly financial, of any complaints made by data subjects, if the processing does not comply with Data Protection Regulations due to any inadequate information or lack of consent of the latter.

If it has the appropriate means, Visiativ shall act upon all written instructions given by the Customer to delete the Personal Data within a reasonable time to enable the Customer to meet its obligations vis-à-vis data subjects.

However, the Customer acknowledges and accepts that Visiativ does not have the technical capacities to make partial or targeted deletions of one or several Personal Datum/Data in particular. Therefore, to respond to any such request from the Customer, Visiativ may be compelled to cease providing the Services in whole or in part and to delete all the Data.

In the exceptional event that a request is referred to Visiativ, directly or through a Processor, concerning the abovementioned rights, it shall inform the Customer thereof as soon as possible so that it may meet its own obligations.

In general, to the extent possible, Visiativ shall use its best endeavours to provide the Customer with assistance to enable it to meet its obligations as Data Controller.

This undertaking to cooperate and assist is also already fulfilled by the fact that Visiativ grants the Customer access, at any time, to the Personal Data of which it is the Controller, which it may read, copy, retrieve, delete and generally manage as it sees fit, subject to complying with Data Protection Regulations.

Article 11. Confidential Information

"Confidential Information" means any information, data or document, of any nature, that is communicated by the disclosing Party or one of its Subsidiaries to the receiving Party, verbally or in writing, or otherwise made known to the receiving Party in the performance of the Agreement. Confidential Information may include, without being limited to, technical, commercial, strategic or financial information, formulas, samples, specifications, drawings, designs, software, models, reports, descriptions, studies, analyses, or compilations. The Software / Application Services and Data are Confidential Information. Derived information created by the receiving Party using Confidential Information shall also be deemed Confidential Information. This may include, without being limited to, translations, adaptations or

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arrangements of the Confidential Information, or reports, tests or results of assessments.

The Receiving Party shall treat all Confidential Information with the utmost discretion. Accordingly, it shall:

- Not disclose Confidential Information, directly or indirectly, to any third party, in whole or in part, without the prior written permission of the disclosing Party;
- Only disclose Confidential Information to its employees, Subsidiaries, subcontractors and suppliers on a need-to-know basis for the performance of the Agreement;
- Not use Confidential Information for purposes other than the performance of the Agreement;
- Define appropriate storage measures having regard for the nature of the Confidential Information.

These non-disclosure obligations shall not prevent the receiving Party from copying or reproducing all or any part of the Confidential Information, providing such actions are necessary for the implementation of the Project.

Restrictions concerning the use and disclosure of Confidential Information shall not apply to information:

- that has become publicly available;
- that was known to the receiving Party prior to its communication by the disclosing Party;
- that the receiving Party has acquired independently, from a source legitimately entitled to disclose it;
- that results from internal developments made by employees of the receiving Party who have not had access to the Confidential Information; or
- the disclosure of which is required by a competent judicial or administrative authority, or made necessary for the purpose of court action and/or legal proceedings.

The receiving Party shall return or destroy, at the disclosing Party's first request and at any time, all the Confidential Information and any copies thereof, except for information kept pursuant to a legal obligation, such as an archiving obligation.

All Confidential Information shall remain the property of the disclosing Party. No provision of the Agreement shall be construed as obliging the Parties to disclose information in their possession. No provision of the Agreement shall be construed as granting or conferring upon the receiving Party, directly or otherwise, in an explicit or implied manner, by licence or by any other means, any right in or to Confidential Information, or in or to information derived from Confidential Information. The Receiving Party is particularly prohibited from filing, directly or indirectly, in its own name or on behalf of a third party, any patent or trademark application, and from claiming any other intellectual property right protecting or mentioning the disclosing Party's Confidential Information.

To the exclusion of any express warranty that may be given in a particular field, all Confidential Information shall be provided "as is" and without any warranty as to its accuracy, completeness, result, timeliness or other. The disclosing Party may not, under any circumstances, be held liable for any damage that the other Party may sustain as a result of its use and/or processing of Confidential Information received, and of the incomplete or erroneous character of such Information.

The Parties undertake to comply with the obligations arising under this clause throughout the term of the Agreement and for two (2) years after the expiration thereof.

Article 12. Intellectual Property

For the avoidance of doubt, it is specified that this section is equally applicable to any Software that is integrated into Equipment rented by the Customer.

12.1 Licence to use the Products of third-party Publishers

Visiativ grants the Customer the possibility of using the Software/Application Services strictly within the limits and in the manner provided by the applicable licence of the Third-party Publisher in question, which will be provided to it on request upon signing the Agreement or can be consulted directly on the websites of the relevant Publishers.

In the event of Equipment rental, the Equipment may also contain integrated Software necessary for it to function correctly and for its connectivity, which is also subject to manufacturer licences and restrictions that the Customer is also required to check.

The Customer is deemed to have had the opportunity to read the terms of the licence, and undertakes, when signing the Agreement, to comply with it and to ensure its Users do the same.

If, depending on the third-party Publishers, said licence displays directly on the User's screen, the Customer acknowledges and accepts that if the User does not accept the terms of the licence, they will not be able to use the Software/Services, without any right to compensation or refund of the Order.

The Customer shall be answerable for the compliance by Software and/or Service Users with the provisions stipulated in the licence and/or in the user terms and conditions of the third-party Publisher and shall assume full liability for any non-compliance.

No right other than those mentioned in the third-party licence is granted to the Customer.

12.2 Licence to use the Software/Application Services/Packaged Applications of which Visiativ is the Publisher

The Customer acknowledges that no intellectual property right in or to the Software/Services of Visiativ (including Specific Developments/standardised adaptations) is transferred to it. Subject to fulfillment by the Customer of the provisions of this Agreement and particularly to payment of all amounts due,

Visiativ grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to access and use the Software/Packaged Applications/Services, throughout the term of the Agreement in the manner described hereafter. Unless otherwise stipulated in the Supplementary Terms and Conditions, this licence is granted for the whole world. Concerning Software, the licence is granted for the object code only, to the exclusion of the source code.

The right to use the Services is strictly limited to the number of Users and to the Software/Application Service(s)/Packaged Applications identified in the Supplementary Terms and Conditions.

Users may be named or otherwise.

In the absence of details in the Supplementary Terms and Conditions, Users are named, meaning that the person designated as User by the Customer may only be replaced by another person with the agreement of Visiativ.

If the Customer wishes to increase (i) the maximum number of Users or (ii) extend its right to use the Services to other Application Services/Software/Packaged Applications, it shall inform Visiativ in writing and the latter shall send it, if it is able to meet the Customer's request, a quote calculated on the basis of the Visiativ prices in force at the time of the request.

The Customer may only use the Services in accordance with their documentation and with the Agreement. In particular, the licence relative to the Services is granted for the sole purpose of enabling the Customer to use the Services for its own needs, to the exclusion of any other purpose.

The right of use means the right to use the Software/Application Services for its internal needs only and within the limit permitted by the Supplementary Terms and Conditions.

The Customer undertakes not to infringe, directly or indirectly, the intellectual property rights of Visiativ and undertakes in particular not to:

- copy or reproduce all or any part of the Software, Packaged Applications or Services in any manner other than as authorised in the Agreement or by applicable legislation;
- sell, lend, rent, license or sub-license or commercially exploit the Software, Packaged Applications or Services;
- use all or any part of the Software, Packaged Applications or Services to provide services to third parties, except with the prior, written agreement of Visiativ;
- decompile, disassemble or seek in any manner to reconstitute the source code of the software made available within the framework of these Services;
- modify, translate or create derivative works from all or any part of the Software, Packaged Applications or Services;
- make any correction or change to the Software, Packaged Applications or Services. Only Visiativ, its assigns or its authorised subcontractors are entitled to improve or modify in any manner the Software, Packaged Applications or Services, including for maintenance purposes or to correct errors.

The Customer is also prohibited from attempting to make, cause or allow any third party to perform any of the aforementioned acts.

12.3 Assignment of intellectual property rights of Specific Developments (non-standardised)

Specific Developments (which are not standardised) shall, in principle and unless otherwise agreed in the Supplementary Terms and Conditions, become the Customer's property, after full payment, and it shall be free to use them at its discretion in any manner, and for any reason whatsoever, in any and all forms and on any and all media, and for the whole world.

In particular, Visiativ assigns to the Customer:

- the rights of use and exploitation, particularly commercial, in any and all forms, even those not planned or not foreseeable on the signature date hereof,
- the rights of temporary and permanent reproduction by any and all means and on any and all media, whether known or unknown on the signature date hereof,
- the rights of performance by any and all processes, including by terrestrial, cable, satellite, etc. broadcasting,
- the rights of modification, localisation, porting, adaptation, integration, customisation, correction, translation, enhancement, addition, deletion, etc.,
- the right of incorporation, in whole or in part, into any pre-existing or future work belonging exclusively to the Customer;
- the right of rewriting in another language,
- the right to collect and to cause to be collected for the sole benefit of the Customer and in any countries, the royalties due for the reproduction, performance or exploitation.

These rights do not extend to Software/Application Services/Packaged Applications which are integrated into or used in connection with the Specific Developments, of which Visiativ (or its licensors) shall remain the sole holder in relation to the Customer.

The cost of the assignment of the rights described herein is specified in the Supplementary Terms and Conditions.

Without prejudice to the foregoing, the Customer grants Visiativ the right to use the Specific Developments for its own account, for internal and non-commercial purposes. Visiativ agrees not to grant the benefit thereof to any third parties.

12.4 Rights reserved

All rights not expressly assigned or granted by the Agreement shall remain the full property of Visiativ, of the Publisher, and of the Customer.

In this respect, the names and marks of Visiativ and of the Visiativ Group, and all the figurative or non-figurative trademarks, illustrations, images and logotypes featured on the Products/Application Services, whether or not they are registered, are and shall remain the property of their respective owners ("Elements").

Any total or partial reproduction, modification or use of such Elements, for any reason and on any medium whatsoever, without the express, prior consent of Visiativ or the respective owners, is strictly forbidden and shall be deemed an act of infringement and/or unfair competition or free-riding.

The same applies for any copyright, design, model and patent.

In general, the intellectual property rights assigned or granted to the Customer do not extend to the resources or tools used by Visiativ or the Publisher, whether or not they are covered by specific protection (copyright, patent, trademark, etc.) or to the inventions, methods or know-how used, created or developed for the Service or to pre-existing works belonging to it or to its subcontractors or third parties.

Article 13. Audit right

After informing the Customer in writing giving reasonable notice, Visiativ may have an audit carried out of the conditions of use of the Products/Services and of compliance with the scope of the Licence and the monthly thresholds of use. In particular, Visiativ shall check that the number of named Users is consistent with the Order.

In this respect, Visiativ shall carry out the audit itself or shall appoint an independent expert, who shall not be a competitor of the Customer, and who shall sign a non-disclosure agreement. In any event, Visiativ reserves the right to install solutions in the Customer's Environment, for the needs of the audit, in order to count the number of licences effectively used. The results recorded by this solution shall be valid as proof, provided the Customer has been previously informed of its installation.

The Customer undertakes to cooperate in good faith with the expert and to facilitate the audit by providing all necessary information, by allowing the expert to access the document counter and by responding to all his requests relating to the audit.

The cost of this audit shall be borne by Visiativ unless the excessive number of Users reveals a loss of profit for Visiativ of more than five hundred (500) Swiss Francs ex-VAT.

Any overrun on the thresholds of use detected at the end of this Audit shall be retroactively charged by Visiativ and the amount shall be immediately payable by the Customer at the rates in force at the time the invoice is issued or the rates negotiated. Without prejudice to the above, Visiativ is not required to regularise the Customer's situation by a retroactive invoice, particularly in the event of bad faith or culpable carelessness on the part of the Customer and reserves the right to seek reparation for the loss caused by the Customer. Visiativ shall also be entitled to terminate the Agreement in the manner stipulated in section 19.2.

Article 14. Transfer of title

The transfer of title to the Products, Services and licence rights, where applicable, and provided such transfer is stipulated in the Agreement, shall take place at the time of full and final payment of the principal price thereof plus incidental costs by the Customer. It is expressly agreed that Visiativ may avail itself of the rights it holds pursuant to this clause, in respect of any of its claims on all of its products that are in the Customer's possession, the latter being deemed to be the products for which payment is outstanding. Visiativ may recover them or claim them as compensation for all its outstanding invoices, without prejudice to its right to terminate or rescind Agreements in progress. All costs of returns shall remain payable by the Customer.

In the event of Product purchases, the Customer may not, under any circumstances, re-sell, pledge or grant any security on any unpaid Products.

This clause shall not preclude the transfer of the product risks to the Customer, in accordance with the applicable incoterm.

Article 15. Rights of use granted to Visiativ

Unless otherwise agreed in the Supplementary Terms and Conditions, the Customer authorises Visiativ to mention its name (and/or use its logo) and a description of the type of Products and/or Services purchased under the Agreement, in its lists of references and its technical and commercial offers, in-house communications, internal management documents, annual report to shareholders and other legislative and regulatory obligations, and in any advertisement, press articles or other communications relating to the Agreement.

The Customer authorises Visiativ to store, reproduce and publicly display its contents, Data and Hosted Applications provided or sent by the Customer or the User (and possibly protected by intellectual property rights) for the strict needs of the Service.

Article 16. Liability of Visiativ

Visiativ shall apply all due care, in accordance with best practices, in performing its tasks. It shall only be held liable in the event of any fault attributable to Visiativ.

The Customer acknowledges that, unless otherwise stipulated in the Supplementary Terms and Conditions, Visiativ shall not, under any circumstances:

- Check the configuration of the Customer's Environment. In the case of the "Service on Premise", the Customer

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warrants that it complies with the pre-requisites communicated by Visiativ.

- Analyse the suitability of the Products and/or Services to the Customer's needs, as they are standard products. The Customer acknowledges having received from Visiativ all the information it needs to assess the adequacy of the Products and/or Services for its requirements.

Visiativ shall only be liable to compensate for the financial consequences of (i) direct, (ii) physical and (iii) foreseeable damage caused by proven poor performance (or partial or total non-performance) of the Service.

Visiativ shall not, under any circumstances, incur any liability for consequential, reflective, non-material or unforeseeable damage, including, but not limited to, any lost profit, commercial harm, loss of earnings or profit, loss of business, loss of opportunity, inaccuracy or corruption of files or data, the cost of obtaining a replacement product, software programme, service or technology and any damage caused to its property.

Except in the event of gross negligence or intentional misconduct or in the event of bodily injury, the liability of Visiativ may not exceed, for all types of damage per contractual year, the amount paid by the Customer under the Supplementary Terms and Conditions applicable to the Products or Services covered by the claim, during the six (6) months prior to the damage.

For the avoidance of doubt, "all types of damage" means that the compensation limit shall be calculated by aggregating the amount paid as compensation for one or more occurrences of damage, whether they result from one or more separate causes of loss, during the contractual year in which the damage arises.

This clause shall remain applicable in the event of nullity, rescission or termination of this Agreement.

The limitations and exclusions of liability stipulated in this clause and in the clause entitled "Liability of Customer" are determined by the balance formed by all the obligations of Visiativ, the amounts of compensation that Visiativ undertakes to pay the Customer and the stipulations of the insurance policy covering the professional third-party liability of Visiativ. The Customer acknowledges that the price of the Agreement has also been set by taking into account the limitation of liability described in this clause.

Neither Party shall, however, be liable in the event of Force Majeure defined below.

Article 17. Customer's liability

In addition to payment of the agreed price, the Customer acknowledges that the supply of the Services and the proper performance of the Agreement by Visiativ are subject to its compliance with its own obligations recalled below. Accordingly, Visiativ may not be held liable in the event that Customer fails to meet its own commitments.

17.1 Duty to cooperate

The Customer undertakes to actively and regularly cooperate throughout the term of the Agreement, particularly:

- By sending the Visiativ and providing it with any information and/or document and any other elements that may be requested by Visiativ or the Publisher, particularly to enable Visiativ to correct Faults in the case of the Maintenance Service;
- By ensuring that it has all the necessary skills and resources and that its staff has received appropriate training to contribute to the proper performance of the Agreement;
- By appointing, in particular, one or more competent dedicated contact persons to be the single point of contact with Visiativ throughout the term of the Agreement depending on the Service concerned;
- By respecting the deadlines it is granted;
- By doing the prior checks and actively participating in the acceptance procedure in respect of the items ordered;
- By applying for and obtaining all legal, administrative, regulatory and/or contractual authorisations required to perform the Agreement for the obligations incumbent upon it;
- By protecting itself against any damage that may affect the Data, files, software, hardware and all documents provided by the Customer for the purpose of the Agreement.

The Customer also agrees to take all necessary measures to regularly back up its Data, and shall be answerable for the compliance with this undertaking by its Users in respect of their own Data.

17.2 Compliance with Visiativ pre-requisites and recommendations

The Customer shall be fully responsible for the configuration of its Environment or that of its Users in a manner that is compatible with the use of the Software/Application Services according to the pre-requisites and recommendations of Visiativ defined below, completed by the Supplementary Terms and Conditions.

Therefore, the Customer, which has been duly informed by Visiativ, shall ensure that the equipment it uses and that its Users use under their own responsibility to access the Services, particularly browsers or connection means, can be used with all the efficiency required by the Service.

The Customer shall be fully liable for implementing control procedures suited to the security and quality of the Data processed by the Services, including for the restart and

recovery of Data in the event of a malfunction of its information system.

For example, the Customer shall update antivirus software, make minor corrections or install patches for the operating system.

17.3 Choice of Internet network

The Customer acknowledges and accepts that Visiativ is not responsible for the choice of telecommunications operator that the Customer makes for the purpose of the Agreement and that Visiativ does not give the Customer any warranty in this regard, its role being strictly limited to stipulating the technical requirements that the operator in question must meet.

The Customer shall therefore be answerable for the compliance by its operator with all the technical pre-requisites. In any event, Visiativ may not be held liable for any interruptions in the network connection whichever operator is chosen. The Customer's attention is particularly drawn to the importance of the choice of operator and particularly the back-up option it can offer by implementing a parallel line in the event of a network interruption.

Finally, the Customer shall be liable for all the costs relating to the creation and continuation of access to the Service via the Internet, including, but not limited to, telephone costs, costs of Internet service providers, the cost of its own equipment (modems, hardware, etc.), and any other costs incurred by the Customer to access the Service.

17.4 Compliance with the procedure for accessing the Services and responsibility for the Customer's Identifiers and equipment

The Customer shall comply with the conditions of access to the Services, and shall be responsible for the security and confidentiality of its Identifiers.

17.5 Customer's liability with regard to its Users

The Customer shall ensure that its Users comply with the obligations arising hereunder and shall be answerable therefor.

The Customer shall ensure that its own and its Users' information system has sufficient guarantees, and warrants that it shall take all physical and logical security measures in accordance with best practices so that it does not interfere with the Software and the Application Services and their proper functioning, or with the Data processed.

The Customer expressly agrees not to enable the Software or Application Services to be accessed by any User that is a direct or indirect competitor of Visiativ or the Publishers.

17.6 Liability for Data

Without prejudice to its obligations as Data Controller where its Data are Personal Data, the Customer warrants and shall be solely liable for the accuracy, quality, integrity, lawfulness, reliability and relevance of all of its Data.

The Customer also warrants that its Data and, in general, all use of the Service:

- Shall not constitute spam;
- Shall not constitute data that breach applicable regulations and laws and/or data that are contrary to good moral standards;
- Shall not constitute obscene, threatening or defamatory information, information that is contrary to the protection of minors or, in general, information inciting racial hatred, or information or content of any unlawful nature;
- Shall not constitute an infringement or infringe third-party rights;
- Do not contain any viruses, Trojan horses or any other computer codes, files, scripts or programmes that are harmful or liable to affect the proper functioning of the Services;
- Are not liable to interfere with or disrupt the integrity or the performance of the Software/Application Services

The Customer shall indemnify and hold Visiativ harmless from and against all the consequences of any non-compliance with this section.

17.7 Miscellaneous

The Customer shall also be liable to Visiativ:

- For any unauthorised use of the Service and any damage it may cause;
- For all the hardware and software it provides, and the related risks, and shall be solely liable for any damage caused to itself, its staff, its Users or to third parties including the consequences of any malfunctioning of the Service, if such malfunctions are caused by the elements supplied by the Customer,
- For the use of all or any part of the Services when Visiativ, following a problem or for any other reason, had recommended suspending use;
- For any use of the Services in an environment or according to a configuration that does not comply with the technical pre-requisites of Visiativ, or in connection with third-party programs or data not expressly approved by Visiativ.

Article 18. Force Majeure

Neither Party may be held liable if the non-performance or late performance of any of their obligations is due to a force majeure or fortuitous event.

Force majeure particularly includes strikes of any nature, problems or delays affecting the supply to Visiativ of Products and licences relating to the Services, the termination of contracts with Publishers if such termination is not exclusively attributable to it, fire, embargoes, bad weather, flooding, problems connecting to the Internet, war, riots, social unrest, work stoppages, production stoppages due to unforeseen failures, malicious attacks when Visiativ has taken all

necessary measures to avoid them, and denial-of-service attacks.

Article 19. Suspension/Termination/Rescission

It is agreed that all amounts charged by Visiativ shall be due, notwithstanding the termination, rescission or suspension of the Agreement and the Services.

In addition, the end or the suspension of the Agreement shall not grant any right to any refund from Visiativ.

19.1 Suspension of the Services

Visiativ reserves the right to suspend all or any part of the Services and shall notify the Customer of such suspension by any means:

- in the event of total or partial non-performance of the Customer's obligations, particularly its payment obligation, eight (8) days after the date of said notification which shall be valid as a formal demand;
- in the event of any non-compliance with the Agreement by the Customer that could particularly compromise the Software/Application Services.

Payment for the Services shall remain due throughout the period of suspension or limitation of all or part of the Services. For these same reasons, Visiativ may also rescind or terminate the Agreement as of right.

19.2 Termination of the Agreement

Each Party may terminate the Agreement for convenience in the manner stipulated in these Terms, in the "Term" clause, unless otherwise provided in the Supplementary Terms and Conditions.

As an exception, Visiativ may terminate the Agreement owing to a breach by the Customer, after giving formal notice which has remained unanswered for a period of two (2) calendar weeks.

Article 20. Warranties

20.1 Equipment warranties

Equipment is covered by the warranty provided by the manufacturers or distributors thereof, including any agreed warranties extending the legal warranty, it being specified that the Customer shall contact said manufacturers or distributors to implement the warranty of the Equipment. The Customer shall be responsible for obtaining information about applicable warranties prior to placing its Order. Visiativ does not provide any supplementary or additional warranty in respect of Equipment.

20.2 Contractual warranty for the handling of

Faults

Any contractual warranty shall be expressly stipulated in the Supplementary Terms and Conditions with the duration thereof, which shall not, unless otherwise agreed, exceed three (3) months. Where a contractual warranty is applicable, Visiativ undertakes to correct Faults in a manner identical to the conditions stipulated for the Maintenance Service.

At the end of the contractual warranty, the Customer may subscribe to the Maintenance Service, in return for payment of the additional price. Any service levels stipulated within the framework of the Maintenance Service shall only apply as of the subscription to this service.

20.3 Non-infringement of intellectual property rights warranty

Visiativ represents that the Application Services/Software published by Visiativ / Specific Developments (hereinafter "the Elements") provided in performance of this Agreement do not infringe any intellectual property rights on a pre-existing work. Visiativ indemnifies and holds the Customer harmless from and against any claim that may be brought against it by any natural or legal person claiming an intellectual property right in or to the Elements, subject to the cumulative conditions that:

- Visiativ is immediately informed of any threat, complaint or action by a third party claiming that the Elements infringe its intellectual property rights, and that such complaint is made against the Customer or any of its Users;
- The Customer provides its assistance and gives Visiativ the possibility of controlling, on its own, any negotiation with a view to settling with the third party claiming that the Elements infringe its intellectual property rights.

The Customer undertakes not to settle the dispute with a third party claiming that the Elements infringe its intellectual property rights on its own. If a settlement is agreed between Visiativ and the third party claiming that the Elements infringe its intellectual property rights, Visiativ shall pay all the amounts to be paid to the third party that may be charged to the Customer under the settlement, as well as all reasonable legal fees upon production of paid invoices.

If Visiativ fails to enter into any such settlement, it alone shall conduct, under its control and with the assistance of the Customer, the legal defence against the claim of the third party alleging that the Elements infringe its intellectual property rights.

The Customer agrees not to conduct the legal defence of the dispute initiated against it by the third party claiming that the Elements infringe its intellectual property rights and undertakes, in this respect, to promptly introduce Visiativ to the dispute as a third-party.

In the event that the claim brought by a third party alleging that the Elements infringe its intellectual property rights is settled by a decision of a court having authority of res judicata on the main issue, resulting in a pecuniary judgement against the Customer, Visiativ shall indemnify the latter for the amount (i) of the damages awarded in principal and interest, subject to evidence that the third party has effectively collected the

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amount of the judgement paid by the Customer, (ii) of reasonable legal fees and costs upon production of paid invoices.

20.4 Exclusions from the warranty

The above warranty of peaceful enjoyment shall not apply to elements or components:

- That have not been provided by Visiativ,
- That are caused by the Customer, its equipment or its Users,
- That are combined with third-party software, hardware or equipment when the alleged infringement relates to such combination,
- When the Customer continues the alleged infringing activity despite the signing of a settlement or the service of a court decision having authority of res judicata on the main issue,
- If the Customer has not made the changes recommended by Visiativ that would have precluded the characterisation as an infringement.

This warranty shall not apply to Data either.

Furthermore, Visiativ does not warrant the performances or results obtained by the Customer or Users by using the Services. Visiativ does not warrant that the Software/Application Services are suited to the needs of the Customer which shall be responsible for making all prior checks before placing the Order. If the Customer does not consider that it is sufficiently informed by the information, documents or websites of Visiativ or the Publishers, it should refrain from or should defer placing an Order. The Customer enters into the Agreement at its own risk.

Finally, the Parties acknowledge that a software programme may contain errors and that not all errors can be economically rectified or that it is not always necessary to correct them. Accordingly, Visiativ does not warrant that all the faults or errors of the Services will be corrected.

Article 21. Changes/withdrawals of Services and/or Products

Visiativ reserves the right to make any changes to or any withdrawals it considers appropriate from its Products and Services.

For Services provided under a successive performance Agreement, Visiativ may, throughout the term of the Service including during the Initial Period, make any change or withdrawal provided it informs the Customer thereof by registered letter with acknowledgement of receipt giving one (1) month's notice.

In the event of any material changes to the terms of performance of a Service by Visiativ which result in increasing the price of the Agreement, the Customer shall have a period of two (2) weeks to ask Visiativ, in writing, for a renegotiation of the terms of the Agreement. Failing an agreement before the significant changes to the Service come into force, the Customer may early terminate the Agreement, for convenience, in accordance with the "Termination" clause. Throughout the notice period, the relevant changes shall not be applicable to the Customer.

Article 22. Amendment of the Terms and Conditions of Sale

Visiativ reserves the right to amend its Terms from time to time. In the event of any modification hereto, the applicable Terms shall be those in force at the time the Order is placed. In the event of any changes made during an Order in progress, the former Terms shall remain in force until the next Order if the Customer accepts the changes.

Article 23. Non-hire of staff of Visiativ

The Customer agrees not to approach, hire away, offer employment, hire or cause to work either directly or indirectly any employee or representative of Visiativ without the latter's prior, written consent, even if the Customer is initially approached by the employee him/herself.

This prohibition shall apply throughout the term of the Agreement and for twelve (12) months after the termination hereof for any reason.

Any breach of these prohibitions shall automatically entail payment by the Customer of compensation equal to twelve (12) times the last gross monthly salary of the employee hired in this manner.

Article 24. Step-in rights

Within the framework of the SaaS Service and the Hosting Service, if the contractual relationship is terminated for any reason, the Customer may ask, by registered letter with acknowledgement of receipt, within one (1) month of the end of the relationship, to exercise step-in rights in respect of the Data/Hosted Applications/Specific Developments belonging to it. The Parties agree that at the end of the above-defined period and if the Customer has not made any request in accordance with this clause, Visiativ shall delete the Customer's Data, which the Customer acknowledges and accepts, and Visiativ does not warrant that it will be able to carry out the step-in process requested.

Visiativ undertakes to use its best efforts to provide the Customer, within twenty (20) business days of receiving the Customer's written request, with a copy of the latest situation of the Customer's Data, available for downloading, in a format to be chosen by Visiativ.

The Parties agree on the following financial provisions as regards the step-in process:

— if the step-in process results from the early termination of this Agreement further to a serious breach by Visiativ of its material obligations under this Agreement, the step-in process in respect of the Data shall not be charged to the Customer;

— if the step-in process results from early termination further to the occurrence of a force majeure event, the costs thereof that are borne by Visiativ shall be shared equally between the Parties;

— if the step-in process results from any other cause of termination of this Agreement or from a request made by the Customer during the performance of the Agreement, the Data step-in process performed by Visiativ shall be charged to the Customer in its entirety based on the rates of Visiativ in force on the date of the request to exercise the step-in rights.

Article 25. Assignment - Transfer - Subcontracting

The Agreement may not, under any circumstances, be assigned in whole or in part by the Customer, without the express, prior written authorisation of Visiativ.

Visiativ reserves the right to use the services of any subcontractor of its choosing (in the manner and within the limits possibly defined by the Data Protection Regulation). In this respect, the Customer authorises Visiativ to outsource all or part of the performance of the Agreement to any Subsidiary.

Visiativ also reserves the right to assign this Agreement without any formalities, provided it previously informs the Customer.

The assignee entity shall replace Visiativ, as of the date of assignment. The assignee entity shall become the Customer's contracting party which the latter acknowledges and accepts, the assignee undertaking to take over all of the rights and obligations resulting from this Agreement.

Visiativ reserves the right to transfer at any time the benefits and burdens of this Agreement to any company or organisation at its discretion without being required to inform the Customer thereof in compliance with applicable legislation and subject to ensuring the continuity of the Agreement described herein.

Article 26. Change of company capital

Visiativ may terminate the Agreement, without paying any compensation of any amount or nature whatsoever, in the event:

- that at least thirty-three per cent (33%) of the Customer's company capital and/or voting rights come to be held, directly or indirectly, by a shareholder competing with Visiativ or the Visiativ Group and which was not a shareholder of Customer on the signature date of the Agreement;
- of any merger/take-over, company transfer, or a partial or total contribution of the Customer's assets to a competing third-party company or a company operating in the area of competition of Visiativ or the Visiativ Group, or any other equivalent form of merger.

In the two above-mentioned cases, and in general, the Customer agrees to inform Visiativ in writing and in advance of the possibility of any such situation and of its completion or otherwise.

The Agreement may then be terminated as of right by Visiativ by sending a registered letter with acknowledgement of receipt, without the need for any other formality, two (2) weeks after the Customer has received said letter.

If it has not been informed by the Customer, Visiativ shall be entitled to demand the termination as of right, as soon as it effectively has knowledge of either of the two above-mentioned cases of which it shall notify the Customer by any means.

Article 27. Proof

The Parties recognise the validity and probative force of emails, SMS, and notifications sent by the Parties and any scanned documents exchanged by them within the framework of the Service, and of any and all computer or electronic items created and/or kept by Visiativ during the performance of the Agreement particularly via its ticketing tool and its licence "counting" solution, where applicable.

In case of any discrepancy, said items created and/or kept by Visiativ shall prevail over those produced by the Customer.

Article 28. General provisions

Limitation of action. Visiativ may not be held liable after an agreed period of limitation of two (2) years from the occurrence of any proven damage exclusively attributable to it.

Non-waiver. Any forbearance by Visiativ in relying at any time on any of the provisions of the Agreement shall not be construed as a waiver to subsequently rely on any of the said terms and conditions.

Interpretation. In the event of any doubt concerning the interpretation of a clause or in the absence of a stipulation defining the scope of the obligations of Visiativ, the Customer acknowledges that the obligations of Visiativ are best-efforts obligations.

Severability. The annulment of any of the clauses or sub-sections contained in these Terms or in any other contractual documents, particularly by a court decision, shall not affect the other provisions which shall retain their full force and effect.

Language. If these Terms and the Agreement are translated, only the French version shall be authoritative between the Parties, which the Customer expressly acknowledges and accepts, irrespective of its own nationality.

Entire Agreement. The Parties acknowledge that the Agreement and all of the appendices and/or amendments hereto, as well as all other terms and conditions integrated hereto by reference, form the entire agreement between them in connection with the purpose of the Agreement and shall prevail over any prior verbal and/or written undertakings made by the Parties in connection with the purpose hereof.

Notifications. Any notification sent by either Party to the other must be sent to the address stipulated in the Supplementary Terms and Conditions or any equivalent document, save a change of address which must be notified to the other parties as soon as possible. In the event of a change of address, any notification sent to the addresses mentioned in the document or to the last address notified shall be deemed valid, unless it is proven that the party sending the notification was aware of the effective address of the party to which it sends the notification.

Independence. The Parties acknowledge that they are acting as independent contracting parties. This Agreement shall not create any simple partnership or agency relationship or any similar agreement.

Article 29. Jurisdiction

The Agreement shall be governed by the laws of Switzerland, to the exclusion of its conflict of law rules. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980) are excluded.

The ordinary courts in the locality of the registered office of Visiativ shall have exclusive jurisdiction to hear any dispute arising between the Parties out of or in connection with the Agreement.