

[IMPORTANT]

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The server fees associated with the use of your conversational agents are free of charge :

-> below 100 simultaneous users on your bot

-> below 5 million stored messages

If you exceed these thresholds, server fees will be applied according to a pricing grid defined on the website www.ideta.io

Concerning service delivery, a payment up to 30% of the estimate will be necessary before realization of the services. The licenses will be paid upon receipt of the invoice.

[IMPORTANT ACCEPTANCE]

The signature of the quote implies acceptance of the contractual documents. An invoice will be sent. The signed estimate can be sent to Ideta by post or electronically

[IMPORTANT EXECUTION OF THE SERVICE]

Upon receipt of the signed quote, Ideta will contact the customer to activate the desired service (s).

The commissioning, including the creation of the accounts, the setting up and the training of the users is formalized by a delivery order signed by the Customer.

The Customer has 10 days to return signed and thus accept the service (s) or report any malfunctions. After this period, the commissioning will be considered accepted without reservation by the Customer.

[GENERAL TERMS & CONDITIONS OF LICENCE AND SERVICE]

The Client wishes to benefit from the Service of a virtual assistant offered by the Service Provider, called "IDETA", which allows you to create chatbots on a web page. The Client has assessed the pertinence of the Service and its compatibility with its employees' requirements and acknowledges having been fully informed of the terms and characteristics of the Service.

1 – Definitions

The terms beginning with a capital letter in the General Terms & Conditions of Licence and Service, whether they are used in their singular or plural form, will carry the following meaning.

- 1.1 Anomaly: refers to any dysfunction that affects the Service as defined by the contractual documents and that either inhibits the normal use of all or part of the Service, or that elicits an incorrect result or action when the Service is being used for its intended purpose.
- 1.2 Client Data: refers in particular to all documents, files, information or databases, or personal details, transferred by the Client or a User, to the Service Provider within the framework of use of the Service and for the sole purpose of the execution of the latter.
- 1.3 Contract: refers to both the General Terms & Conditions of Licence and Service and the Special Terms & Conditions subscribed to by the Client as well as any appendices thereto.
- 1.4 Date of Entry into Effect: refers to the date given as such in the Special Terms & Conditions, or, in the event of online subscription, the date of confirmation of online subscription to the Service.
- 1.5 Documentation: refers to the documentation concerning the description of the Service, its functionalities and in particular, the user manuals. The Documentation is available to the Client online on the website in its French version.
- 1.6 Platform / Software: refers to Ideta's software which allows to create chatbots
- 1.7 Licence: refers to the right to use the Service (including access to the help desk and maintenance service) granted to a User in exchange for payment of the corresponding fee.
- 1.8 New Version: refers to a version of the Service that includes substantial changes to existing functionalities or new optional functionalities, which may give rise to additional billing.
- 1.9 Non-Availability: refers to a disruption of the Service that is not caused by the Client's material and/or a third party who is not under the responsibility of the Service Provider (notably network problems, non-availability of the Client's email account or agenda).
- 1.10 Regulations concerning personal data protection: refers to the law no. 78-17 of 6 January 1978 relative to information, technology and civil liberties (called the "Data Protection Law") in its latest effective version, the European Directive 95/46/EC and the General Regulation for Data Protection (EU) 2016/679 as of its entry into effect.
- 1.11 Service : refers to all the means made available, software and material (online platforms enabling access to and the use of functionalities for conversational agent creation.
- 1.12 Service Credit: carries the meaning given in article 6.1 of these General Terms & Conditions of Licence and Service.
- 1.13 Service Provider: refers to "IDETA" a simplified joint-stock company with a capital of €26,265 registered with the French Trade and Companies Registry (RCS) in Paris under the number 824 812 028, the head office of which is located at 4 boulevard du Temple 75011 Paris, France, represented by Sarah Martineau, in his capacity as Chairman, duly empowered for the purposes hereof.
- 1.14 Special Terms & Conditions: refers to the description of the order for Licences signed by the Client or, in the case of online subscription to the Service, the offer selected and approved online by the Client pursuant to the stages of the order.
- 1.15 Update: refers to a version of the Service, including the correction of Anomalies for preventative purposes and improvements to the Service to iso-functionalities.
- 1.16 User: refers to any individual authorised by the Client to use the Service. Said Users may be – but are not limited to – any person bound to the Client by contract.
- 1.17 Website: refers to the website <https://ideta.io/>.

2 – Purpose

The Purpose of the Contract is to set-out the terms & conditions applicable to the Service subscribed to by the Client in return for the payment of the Licence fee.

3 – Entry into Effect – Duration

The Contract is applicable from the Date of Entry into Effect and runs for the period provided for under the Special Terms & Conditions (the “**Initial Period**”), notwithstanding early termination by one of the Parties under the conditions provided for under article 14.

The Contract will be tacitly renewed at each anniversary for successive periods for the duration specified in the Special Terms & Conditions, or, failing specification, for a duration equal to that of the Initial Period (the “**Renewal Period**”), notwithstanding cancellation of the Service by either of the Parties by registered letter with acknowledgement of receipt, respecting a period of notice of 90 days (if the Initial Period or the Renewal Period is greater or equal to 12 months) or 11 days (if the Initial Period or the Renewal Period is one month, in which case the notice for cancellation can be made by email at the address support@ideta.io).

The Initial Period, and each subsequent Renewal Period, constitute a “**Contractual Period**”.

4 – Service subscription procedures

The Client may subscribe to the Service either via the Service Provider’s sales desk, or directly online via the website, after having created an online account according to the procedure indicated on the website and completed their details, chosen the relevant offer, the duration of Service required and having approved the General Terms & Conditions of Licence and Service.

5 – Service Description

5.1 Functionalities

A The service provide will allow at least users to :

- 1- Create a conversational agent,
- 2- Deploy the bot on a web page and Facebook Messenger, all, subject to compatibility with technical prerequisites.

5.2 Licence

A Licence is assigned to a client which will be able to define users according to the Number of licences subscribed. A client may only create bots for his exclusive use. Client may not deploy a conversational agent for a third party or other legal entity. A reseller agreement must be signed in this case.

The list of Users can be modified at any time, upon simple written request (email or letter) from the Client, subject to the minimum number of Users defined between the Parties.

It is expressly agreed between the Parties that a Licence is not nominally assigned to a User. It can therefore be transferred from one User to another, without surcharge, upon the Client’s request. For the modification request to be confirmed, the name and email of the Users concerned must be specified in order for the corresponding Licences to be reassigned, assigned or deleted. Subject to these changes, the number of Licences will be modified where necessary and in consequence, the billing, according to the terms provided for under article 7.1.

5.3 Monitoring

In the event of subscription to the Service for a minimum duration of twelve (12) months, the Parties agree to regularly review the use of the Licences by the Users and decide whether it is necessary to modify the list and/or the number of Users.

5.4 Accessibility

The Client may use the Service 24/7, including on Sundays and bank holidays, excluding maintenance periods. However, the Service Provider cannot guarantee that the Service will be permanently and continuously available.

The Level of Service corresponding to processing time for Requests is set-out under article 6.

The identification of each user is done by ID identification provided by Ideta.

The User is solely responsible for maintaining the confidentiality of the access codes; the Service Provider refuses all liability in the event of use of the Service by an individual other than the User or a person authorised by the latter, possessing their email account username and password.

5.5 Help Desk – Maintenance

Subject to the payment of Licence fees, the Service Provider undertakes to provide the Client with:

1. a technical assistance service, accessible from 9 am to 6 pm, from Monday to Friday, excluding French bank holidays;
2. online assistance for each new User;
3. user assistance by email to the address support@ideta.io;
4. correctional maintenance: the Service Provider undertakes, without additional cost, to make sure that the Client benefits from any corrections made to Anomalies detected in order to ensure the proper use of the Service;
5. Service development maintenance: the Service Provider undertakes to make sure that the Client benefits from all Service updates. New payable Versions can be subscribed to optionally by the Client.

In the event of non-availability of the Service, the Provider undertakes to inform the Client by email during the hours of service by indicating, where possible, the cause of non-availability and an estimation of the delay before restoration of Service.

6 Level of Service – Credits

6.1 Level of Service. The Service Provider undertakes to process 100% of the Requests carried out in a calendar month within a maximum of 72 hours from the time of sending the Request to IDETA

Service Credits. Should the Level of Service be overrun for any given Request, the Client will benefit from an additional free licence of 1 month: It is the Client's responsibility to request a Service Credit from the Provider within 30 days from the date at which the Client may claim said Service Credit. Beyond this period, the Client can no longer assert their right to a Service Credit.

6.2 Limit. Service Credits granted to the Client over a given calendar month will not exceed the number of Requests sent by the Users for the month in question.

6.3 Restrictions. The aforementioned Level of Service does not apply in the event of operating problems or of Non-Availability: (i) as a result of factors described in article 11 (Force Majeure) of the General Terms & Conditions of Licence and Service or (ii) caused by the Client's material and/or a third-party who is not under the responsibility of the Service

Provider (in particular, network problems, non-availability of the Client's email account). Service Credits shall not be exchanged against sums of money, nor transformed into pecuniary compensations, and represent the only indemnity to which the Client may lay claim in the event of non-compliance with the Level of Service by the Provider.

7 – Financial Terms

7.1 Fees. In return for providing the Service for the duration of the Contract, the Client undertakes to pay the amount of the fees specified in the Special Terms & Conditions. The amount of fees for the Licence is determined according to the number of Users subscribed by the Client in the Special Terms & Conditions. The number of Users can only increase. In the event of a rise in the number of Users, the Client must subscribe to additional Licences with the Service Provider. The increase in Licence prices is carried out automatically on a monthly basis, depending on variations in the number of Users. If the Client does not use the total number of Users is inferior to the number of Licences initially ordered, the Client may not claim any refund or reduction in the initial Licence fee.

7.2 Revision. It is expressly agreed that the fees may be revised by the Service Provider every year on 1st January according to the following calculation:

$P1 = P0 \times (S1 / S0)$ P1: Revised price P0: Original contractual price or last revised price S0: SYNTEC index of reference retained at the original date of contract or the last revision S1: Last published index at the date of revision

7.3 Price – Taxes. The prices are indicated in Euros excluding taxes and increased by VAT at the current rate at the date of billing.

7.4 Terms of Payment. Bills from the Service Provider are payable net and without deduction, in advance, within thirty (30) days from the date of reception. The bills are payable by bank card, SEPA direct debit or, exceptionally, by bank transfer to the Provider's bank account, the references of which are indicated by the Provider to the Client with the former's written agreement. Any disputes over bills must be justified and submitted to the Service Provider before the bill's date of term. Failing to issue the Provider with a justified objection before this date, the Client will be considered having relinquished any dispute concerning the bill in question or the related Service.

7.5 Default of Payment. Without prejudice to any damages, the failure of the Client to pay a bill on its due date automatically entails (i) the application of interest for late payment equal to three times the legal interest rate, from the first day overdue; (ii) the application of a fixed indemnity for recovery of €40 per bill, pursuant to the provisions of article L. 441-6 of the French Code of Commerce; (iii) the additional banking and administrative costs (recovery, postal and telephone costs for reminders, re-emission of rejected bank direct debits); and the immediate interruption of the Service or the termination of the Contract under the terms provided for under article 14.1.

8 – Processing personal data

8.1 The terms and expressions identified by capital letters herein carry, when they are not defined in the Contract, the meaning conveyed under the Regulations for the protection of personal data.

8.2 Compliance with Regulations for the protection of personal data. All Parties undertake to comply with the Regulations for the protection of personal data, concerning the processing and storage of personal data from Client Users. Within the framework of data processing

operated on behalf of the Client in view of the Contract, the Service Provider is considered as a “Sub-Contractor”. The Client undertakes to inform the Service Provider with regards to all personal data transmission considered sensitive and assures that they are authorised to go ahead with such transmission.

8.3 Service Provider obligations. The Service Provider undertakes to (i) process the User’s personal data for the sole purpose of the Service and according to the Client’s instructions; (ii) ensure the confidentiality of personal data processed within the context of the Service; (iii) ensure that the individuals authorised to process personal data in virtue of the present Contract undertake to respect its confidential nature or be subject to an appropriate legal obligation of confidentiality and receive the required training in terms of protection of personal data; (iv) take into account, as far as possible, with regards to tools, products, applications or services, the default data protection principles.

8.4 Purposes of processing. The Service Provider collects and processes in an automated manner the Client’s personal data to ensure the correct operation of the Service and more generally in order to ensure the management and follow-up of its business relationship with its Clients and prospects, pursuant to the recommendations provided for in Simplified Standard no.48 issued by the CNIL. The Service Provider is authorised by the Client to process on its behalf its Users’ personal data and its contacts within the strict framework of the delivery of the Service in compliance with the Contract. The personal data involved includes: surnames, first names, postal addresses, email addresses, telephone numbers, and Users’ professional addresses.

8.5 Notification of the individuals concerned. The Client undertakes to inform the individuals concerned by the processing of the characteristics of the latter and the procedures for exercising their rights of access, rectification and deletion from the Client. By activating their account, the Users of the Service agree to the processing of their personal data by the Service Provider, solely for the purpose of the correct operation of the Service and to non-commercial ends. They have the possibility of exercising their access rights, the rectification and deletion of data concerning them by sending an email to (support@ideta.io).

8.6 Security and Confidentiality. Each Party implements the necessary technical and organisational means of security in order to protect the personal data against accidental or illicit destruction, accidental loss, alteration, disclosure or unauthorised access, as well as against all other forms of illicit handling. The Service Provider has a security policy that may be consulted by the Client upon written request.

8.7 Transfers outside the EU. The Client and its Users are informed that the Provider has been authorised by the CNIL to use the services of a sub-contractor located in Madagascar within the context of providing the Service and who may, under the appropriate conditions of security and confidentiality, access Client data in order to ensure the quality of the Service. This transfer is regulated by standard contractual clauses according to the model approved by the European Commission. The sub-contractor’s details as well as the standard clauses will be communicated to the Client upon written request. Notwithstanding this scenario, the Service Provider cannot transfer personal data without the Client’s consent to other sub-contractors located in another country and that does not offer the appropriate level of protection. In this event, the Client is informed and accepts that the transfer be regulated by standard contractual clauses according to the approved EU model and/or any other solution legally permitted to ensure an appropriate level of protection with regards to the Regulations

for the protection of data. The Client expressly mandates the Service Provider to conclude standard contractual clauses with a subsequent sub-contractor.

8.8 Notification of breach of personal data. The Service Provider undertakes to notify the Client of any breach of personal data as soon as possible should they become aware of such an occurrence, along with all information in order to enable the Client, if necessary, to inform the competent authority of the violation.

8.9 Conservation Period. The Client's and User's personal data is conserved only for the duration strictly necessary for the processing operated by the Service Provider with regards to the management of their Clients and prospects, pursuant to the recommendations provided for in [Simplified Standard no.48](#) issued by the CNIL.

Concerning data relative to the management of Clients and prospects: Personal data relative to Clients is conserved for the duration necessary for the management of the business relationship, then stored for the duration required by law. Client data used for the purposes of business prospecting is conserved for a 3-year period from the date of termination of the business relationship (for example, from the date of termination of a service contract or of the last contract issued by the Client). Personal data relative to a non-client prospect is conserved for a 3-year period from the date of collection by the processing manager or from the last contact issued by the prospect (for example, a request for documentation or a click on a hypertext link contained in an email: however, the opening of an email is not considered a contact issued by the prospect).

Concerning the management of lists opposing the reception of prospecting: When an individual exercises their right of opposition to receive prospecting with a processing manager, the information enabling the right of opposition to be taken into account must be conserved for a least 3 years from the date of the right of opposition being exercised. This data cannot in any way be used for purposes other than the management of the right of opposition and only the data required for managing the right of opposition should be conserved (for example, the email address).

Concerning statistics for audience measurement: Information stored in the User's device (e.g.: cookies), or any other element used to identify the Users and that enables their traceability, is conserved for a 13-month period. Beyond this period, the data is deleted or rendered anonymous.

8.10 Anonymity – Storage – Statistics processing. Notwithstanding storage measures provided for by law, personal data processed within the context of the Service is rendered anonymous every 6 months, then stored for the purposes of improving learning algorithms developed by the Service Provider, to which the Client expressly agrees, bearing in mind that this improvement is key to ensuring quality Service over the long term. Stored data no longer contains any data of a personal nature. 8.11 The Service Provider acknowledges that the Client data that they receive, use, and conserve within the framework of the Contract remains the sole property of the Client. The Service Provider hereby waives any interest, title, or right over such data.

9 – Ownership

9.1 Each Party retains exclusive ownership of the means, tools, inventions, methods or pre-existing know-how established by themselves, independently of the Contract and being subject to specific protection (copyright, patent, brand, etc.) (the "Elements of Intellectual Property").

9.2 The Client is and remains the owner of all the data used via the Service in the context of the Contract.

9.3 The Service Provider is and remains the owner of the property rights relative to the Elements of Intellectual Property used within the framework of the Service provided to the Client, as well as the technological infrastructure set-up or developed for the purposes of the Service. The Contract does not grant the Client any ownership rights on the Elements of Intellectual Property nor on the Service. The temporary provision of the Service under the terms set-out in the Contract will in no way be considered as bearing the cession of any rights over the Elements of Intellectual Property for the benefit of the Client, under the meaning implied in the French Code of Intellectual Property. 9.4 The Client is forbidden from copying any element of software, or any associated Documentation, by any means, in any form or on any support whatsoever.

10 – Liability

10.1 Each Party will assume responsibility for the consequences resulting from misconduct, errors or omissions, as well as the misconduct, errors or omissions of any sub-contractors that may cause direct damage to the other Party.

10.2 The total liability of each Party under the terms of the present Contract (whether that liability is contractual, tortious (including negligence) or other) whatever the grounds for legal action occurring during a given contractual period will be limited to 50% of fees paid and/or due by the Client with regards to the Contractual Period during which the events that generated the liability occurred. This limit does not apply to damages resulting from the gross, intentional and wilful misconduct of a Party, to personal injury (including death), and this, whatever the legal grounds for the claim and the procedure used to bring it to conclusion.

10.3 None of the Parties will be responsible in the name of the Contract (whether that liability is contractual, tortious (including negligence) or other) including in the event of a claim by a third-party towards the Client aiming to bring into question the Elements of Intellectual Property specific to the Service, for any subsequent loss suffered or incurred by the other Party (whether or not these losses are foreseeable by the Parties at the Date of Entry into Effect of the present Contract):

1. loss of real or provisional profits (including the loss of profits over contracts);
2. loss of planned savings;
3. loss of business opportunities;
4. loss of reputation or prejudice to image; or
5. specific, indirect or consecutive losses.

10.4 Neither can the Service Provider be held responsible in the event of (i) failure to provide an email address by the User; (ii) failure of the User to provide sufficient access to their agenda(s); (iii) failure by the User to comply with the minimum configuration required for use of the Service; (iv) the non-compliant or illicit use of the Service by the User; or (v) the non-availability and/or disconnection of agendas and/or failure of the User to synchronise their data with their agenda(s) leading to the possibility of overlapping appointments.

10.5 The Service Provider will not be held responsible for damages in the event of prejudice caused by disruptions or a reduction in service of the telecommunications operator, the electricity supplier or in the case of force majeure as described in article 12 hereinafter. 10.6 The Parties acknowledge that the guarantees and limitations of

responsibility stipulated under this article 10 allocate risks and liabilities that are reasonable with regards to the context and financial terms of their agreement.

11 – Guarantees

11.1 The Service Provider cannot guarantee that the Service, its Updates and its New Versions will be free from all Anomalies, but undertakes to correct these Anomalies within the context of correctional maintenance. The Service Provider cannot guarantee the compatibility of the Service with other systems or configurations than those expressly approved by the Service Provider, which the Client is responsible for conforming to, or that the Service meets with all the Client's needs and restrictions. The Service Provider cannot guarantee that the Service will be provided without interruption or that it will be free from Anomalies. 11.2 The Client acknowledges that the Service Provider does not control the transfer of data via the different methods of communication (including Internet) and that the Service may be limited, delayed or subject to other problems inherent with the use of such communication methods.

12 – Force Majeure

The Parties will not be held responsible in the event of failure or delays in operation caused by a third party or by a case of Force Majeure. The term “**Force Majeure**” encompasses the events that meet the criteria usually recognised by the jurisprudence of French courts. It is understood that Force Majeure can in no way be invoked with regard to payment obligations charged to the Client.

The Party who invokes a case of Force Majeure will immediately inform the other Party of (a) the occurrence of such an event and of their estimation of the nature and the duration of the circumstances of said case of Force Majeure, as well as (b) the measures that have been, or that will be, taken to limit its impact. The obligations set-out in the Contract will be suspended for the duration of the case of Force Majeure. The suspension of obligations or delays will in no way be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages and interest or penalties of any kind.

13 – Insurance

The Service Provider has taken out the necessary insurance policies in order to cover the risks related to the running of their business. They undertake to justify this to the Client should the latter expressly request they do so.

14 – Cancellation – Consequences

14.1 In the event of breach by one of the Parties of its contractual obligations, the Contract may be automatically terminated by the other Party thirty (30) days after the sending of a letter of formal notice sent by registered post with acknowledgement of receipt remaining without effect. The formal notice will indicate the failure(s) observed.

14.2 At term of Contract, the Client will no longer send Requests or use the Service. The Client nevertheless retains the history of their Requests and the appointments in their agenda. The Service Provider undertakes to delete the personal data included in the Client Data within a 6-month period from term of Contract, unless otherwise instructed by the Client or a User following their unsubscribing to the Service. The Service Provider is authorised to

conserve anonymous Client Data. Requests not used at the term of Contract will not give rise to a refund.

15 – Confidentiality

15.1 For the purposes of the present article, “Confidential Information” refers to information that one Party wishes to protect against the unsupervised diffusion or competitive use by another Party. Confidential Information includes, but is not limited to, technical information concerning the Service, Client Data (including all details collected for the creation of the User account and/or contained in the emails received from the User or their contacts as well as via the agendas), the existence of the Contract and the contents and clauses therein, financial and business information, as well as the Documentation exchanged by the Parties. Confidential Information also includes the confidential information and manufacturing secrets of third parties that are legitimately held by the disclosing Party.

15.2 Any Party that receives Confidential Information within the context of the Contract undertakes, for the duration of the Contract, to (i) not disclose or use this Confidential Information for purposes other than the execution of the Contract or in any manner non-compliant thereof, (ii) limit access to the Confidential Information to those employees or their providers that require knowledge of it, and (iii) not sell, transfer, publish, disclose or make available in any way whatsoever all or part of the Confidential Information to a third-party or any other individual non-authorized in virtue of the Contract, without prior written consent from the disclosing Party.

15.3 Not considered as Confidential Information is information (i) that is accessible to the public upon disclosure or that subsequently becomes accessible through no fault of obligation of confidentiality on the part of the Parties, or (ii) that has been legitimately obtained from a third party through no fault of obligation of confidentiality on their part.

16 – Miscellaneous

16.1 Totality. The Contract (including any appendices) expresses the totality of the agreement between the Parties at the date of signature with regards to the Service subscribed. The Contract cancels and replaces upon signature, any written or verbal agreements previously made or exchanged between the Parties, including any specific confidentiality agreements. It is expressly agreed between the Parties that any agreement, letter, offer or other previous document having the same purpose, as well as the Client's general terms & conditions of purchase, are expressly excluded from this Contract.

16.2 Interpretation. In the event of contradiction between the General Terms & Conditions of Licence and Service and the Special Terms & Conditions, the provisions of the Special Terms & Conditions take precedence. In the event of contradiction between the Special Terms & Conditions and an Appendix (where relevant), the provisions of the Special Terms & Conditions take precedence over those of the Appendix. The Appendices carry, among themselves, the same hierarchical value.

16.3 Convention of Proof. Data held on technological or electronic support and conserved by the Service Provider represents a legally admissible means of proof bearing the same probative force as any written document that may be established, received or conserved and this data may be justifiably presented by the Service Provider in any litigation or procedure and will be opposable to the Client. Moreover, the Parties agree to materialise the proof of

their agreement to the Contract by use of solutions for the electronic signing of documents recognised in the marketplace, such as DocuSign (or any other equivalent solution).

16.4 Severability. If one or more terms, provisions, commitments or conditions provided for in the Contract prove to be null and void, for whatever reason, they will be considered as unwritten and the remaining stipulations will retain their force and scope. The Contract is the result of ongoing negotiations between the Parties, and as such, in the event of ambiguity, the Contract will not be interpreted in favour of one or the other of the Parties.

16.5 Continuity of certain obligations. The obligations resulting from the Contract that, by nature, require or imply execution after the term or the cancellation of the Contract (specifically those relative to intellectual property, confidentiality, liability, termination, applicable law and the competent courts) will continue to apply notwithstanding the term or the cancellation of the Contract.

16.6 Transfer. Neither this Contract, nor the rights and obligations agreed to in virtue thereof, can be transferred by one of the Parties without the prior written agreement of the other Party that cannot be refused without reasonable grounds. Notwithstanding the above, this agreement should not be requested within the context of a transfer to any entity that controls, is under the mutual control of or is controlled by one of the Parties, unless this entity is a competitor of either of the Parties. For the purposes of this article, the word "control" is to be understood as directly or indirectly holding 50% or more of the voting rights or capital equity of such an entity, the power to name or to elect the majority of the board of directors or the power to supervise the management of such an entity. In the event of transfer, the transferee is bound to assume the entirety of the obligations previously assigned to the transferor.

16.7 Sub-Contracting. The Service Provider has the ability to sub-contract all or part of the Services provided in virtue of this Contract (notably the hosting of the Service), on the condition that they use an experienced sub-contractor possessing the necessary skills to provide the Services entrusted to them pursuant to the Terms & Conditions provided for in the Contract, and the Regulations relating to the protection of personal data. Notwithstanding the above, the Service Provider will remain solely responsible for the execution of the Contract, including the execution of obligations that it has sub-contracted.

16.8 No waiver. It is formally agreed between the Parties that any tolerance or waiver of either of the Parties, in the application of all or part of the commitments provided for in the Contract, whatever their frequency or duration may be, will not qualify as a modification of the Contract, nor be likely to create any rights.

16.9 Reference. The Client authorises the Service Provider to use and reproduce their name, their brands and other distinguishing signs as a business reference in their press releases, marketing brochures, on their website or in the event of business presentations, conferences and professional business fairs.

16.10 Language. Should the Contract be edited in different languages or be translated, the French version alone will take precedence.

16.11 Address for service. For the execution hereof and any continuations, the Parties elect for address of service their respective head offices. Any change of head office or of the address of one of the Parties will not be opposable to the other Party before 8 calendar days after having been duly informed.

16.12 Updates to the General Terms & Condition of Licence and Service. The General Terms & Condition of Licence and Service may be modified at any time by the Service

Provider. The Version in effect is that which is attached to the Special Terms & Conditions, or those published on the website at the time of online subscription to the Service.

16.13 Applicable law. The Contract is subject to French law, to the exclusion of any other legislation.

16.14 Disputes – Competent courts. In the event of a dispute occurring between the Parties regarding the validity, the interpretation or the execution of the Contract, the Parties will endeavour to find an amicable solution prior to any referral to the competent court. The most diligent Party shall notify the other Party of the dispute in question by registered letter with acknowledgement of receipt. The Parties must consult or meet with one another within 10 days following the notification of dispute, in order to try to find a solution. If such a solution is found, an amendment must be established and signed by the authorised representatives of both Parties. In the absence of or failure to find an amicable solution to the dispute within fifteen (15) days following notification of the dispute, the Parties may submit the dispute to the competent courts in Paris, including in the event of summary, recourse in warranty or multiple defendants. The Parties have agreed they are not obligated to apply the amicable conciliation procedure before the implementation of an emergency or protective procedure, in summary or on request.