GETQUANTY / SMARTLINE SYSTEMS GENERAL TERMS AND CONDITIONS OF SALES
Version 4.1 - October 13, 2021

The company Smartline Systems has developed a software solution called GETQUANTY (formerly called Get+), an "IP TRACKING" solution that can be implemented on the Customer's website and allows the analysis of the data of the visitors to the said sites, in particular through their IP address, browsing cookies, etc., and thus build visitor profiles for the benefit of the Customer.

The GETQUANTY solution enables the Customer to analyze the behavior of visitors to its sites, and thus to identify and target its potential customers and prospects.

The website managed by Smartline Systems is an electronic e-commerce site accessible via the Internet at www.getquanty.com.

The present Terms and Conditions of sales applies to any Customer that has subscribed to the Service, either online on the website www.getquanty.com, or by exchange of e-mails with Smartline Systems, or on paper. The Customer acknowledges having read and accepted the present Terms and conditions.

1. DEFINITIONS

Database: means all the data generated by the Service made available to the Client,

Client: means the Company or any legal entity that has entered into a Contract with Smartline Systems in the context of its professional activity Systems

Marking Codes means the script or pixel that the Client chooses to install on its website and/or its mailbox and/or its content shared via the GETQUANTY link shortener, in order to benefit from the Services,

Special Conditions: means the quote signed by the Customer or subscribed online to the Services that specify the Services chosen by the Customer and the applicable rates.

Contract: includes the General Terms and Conditions of Sale and the Special Terms and Conditions included in the quote,

GETQUANTY: means all the services and products marketed under the name GETQUANTY,

Party(ies): shall mean either Smartline Systems and/or the Customer,
| 2. PURPOSE

The Customer wishes to be able to use the Services described in the Special Conditions and thus benefit on a non-exclusive basis from all or part of the Services. The purpose of the Contract is to supply the Services as detailed in article 5.1 below.

In the event of contradictions between the provisions of the various documents constituting the Contract, the Special Conditions shall prevail over the GTC.

| 3. SUBSCRIPTION MODE OF THE CONTRACT WITH SUBSCRIPTION

Subscription to the Services is only open to companies, public or private institutions, administrations, local authorities, self-employed or liberal professionals or freelancers and traders duly registered (RCS, Chamber of Trade...). Subscription to the Services is not open to individuals. The subscriber will be obliged to provide on request or at registration all information or official documents that can prove his professional status (SIRET number, intra-community VAT number, Kbis extract especially for companies...). Subscriptions are taken out directly on the Site or through an authorized distributor listed as a partner/reseller of the GETQUANTY SERVICE.

The Customer undertakes to provide all the information required for registration and certifies that this information is accurate on the day it is entered. up to date.

At any time, the Customer and the User must be able to prove their identity at the request of Smartline Systems and must provide stable coordinates of their main place of establishment.

Smartline Systems reserves the right to refuse a subscription to an individual or a company that does not respect the present the company Smartline Systems reserves the right to refuse a subscription to an individual or a legal entity that
does not respect the present GTC or any contractual commitment made to the company Smartline Systems.

In case of order on the Site, the connection and internet fees are at the expense of the Customer.

4. DURATION

The Contract is subscribed for a period stipulated in the Special Conditions and begins to run as of the signing of the Special Conditions by the Customer or the online subscription on the Site. Conditions by the Customer or from the online subscription on the Site, automatically and indefinitely renewable by tacit agreement for periods identical to the initial period, unless the initial period, unless terminated by either party by registered letter sent at least three (3) months before the expiry of the current term. the expiration of the current term.

| 5. SERVICES |
| 5.1 Several services are offered by Smartline Systems to the Customer: |

The main GETQUANTY Service: Smartline Systems provides the Customer with a non-exclusive license to use the GETQUANTY Service. This solution allows the Customer to obtain the list of companies that have been identified via the marking codes installed according to the choice and under the sole responsibility of the Customer. Each identified company has a summary sheet containing all the information needed for prospecting - contacts, timeline, practical and firmographic information, scoring history and centers of interest. The GETQUANTY solution will classify companies according to the number of visits. The customer can then retarget these companies in order to contact them first. The price of this Service is specified in the Special Conditions and will vary according to the package chosen: number of authorized Users, maximum number of companies to be identified and the additional functional module(s) to be included in the offer. Additional functional modules allowing to enrich the company data with a selection of contacts in the company’s organization chart, trigger targeted re-engagement scenarios through various means (emails, banners, popup on the website) and/or incorporate additional data to increase the reach of the to increase the reach of its prospecting (data from companies similar to its audience in particular). Some modules are subject to additional flat rate billing and/or usage via credits that can be purchased by pack with a sliding scale of charges that will be specified in additional Special Conditions.

Support during the set-up of the service (Setup) by Getquanty’s experts

Optional training modules on site or at the Customer’s premises. There are several pre-packaged training modules: sales, marketing and technical There are several pre-packaged training modules: sales, marketing and technical, and the possibility of obtaining additional customized training or assistance (billed by the day) upon request.
5.2 In order to use the Service, the Customer must have the following technical requirements:

- a PC or Mac computer
- Internet access
- an Internet browser, Internet Explorer (version 10.0 or later) or Firefox (version 1.5 or later) or Chrome accepting cookies and allowing javascript. Smartline Systems guarantees the optimal compatibility of the Service only with the three browsers and the conditions mentioned above.

5.3 The Customer declares that he/she is familiar with the Internet, its characteristics and limitations and recognizes in particular: that data transmissions on the Internet are only relatively reliable technically, as they circulate on heterogeneous networks with different characteristics and technical capacities, which are sometimes saturated at certain times of the day, or even unavailable, and that the Customer is not responsible for the quality of the data transmitted. With different characteristics and technical capacities, which are sometimes saturated at certain times of the day, or even unavailable, that it is up to the Customer to take all appropriate measures to protect his own data and/or software stored on his equipment from contamination by viruses, logic bombs, Trojan horses, etc., or any other harmful or destructive program, as well as from attempts of intrusion in the information system of his company by third parties, that it is the Customer's responsibility to avoid intrusions by unauthorized third parties and not to compromise the reasonable security measures that Smartline Systems has adopted. That because of their availability to the Users, the Services provided to the Client by Smartline Systems may, despite the reasonable security measures that Smartline Systems has security measures that Smartline Systems has adopted, be subject to intrusion by unauthorized third parties and the data transmitted or stored be corrupted as a result. That the Customer is always responsible for the security of its infrastructure.

5.4 The contents circulating or stored through the Services are the sole decision and responsibility of the Customer. As such, the Customer will monitor its infrastructure and the use of the Services by the Users, in order to prevent and remedy in particular any breach of public morality and order, or any illegal content.

5.5 The Customer is solely responsible for any direct or indirect, material or immaterial damage or prejudice caused by himself, his employees, and/or any User, to the Services.

The Customer undertakes to indemnify Smartline Systems against all demands, claims and/or judgments for damages, which Smartline Systems may be threatened with or subject to, and/or which may be pronounced against the latter,
including the latter, including the reasonable costs of lawyers that Smartline Systems could be led to expose, in case the damages are caused by use of the Services by the Client or content exposed through the platform and provided by the Client.

5.6 The characteristics of the Services are subject to change, depending on the evolution of Smartline Systems’ offer. New versions of the versions of the Services may be offered by Smartline Systems to the Client.

5.7 From time to time Smartline Systems may change codes, IP addresses, telephone numbers, de-number, interrupt all or part of the Services for reasons or part of the Services for operational reasons, maintenance or in case of emergency. If necessary, these changes may result in scheduled maintenance of Smartline Systems will inform the Customer of any such modifications. As an exception to the above, insofar as the change made would result in a total change to the main purpose of the Services, the Customer will have the right to request the change. Services, the Client will have the right to terminate the Contract by registered letter addressed to Smartline Systems within thirty (30) days of receipt of the information of Smartline Systems relative to this modification, without penalties for one or the other of the Parties.

6. OBLIGATIONS OF THE CUSTOMER

6.1 The Customer is obliged to comply with its payment obligation in accordance with Article 8 of these GTC.

6.2 Customer agrees to use the Services in accordance with these GTC. The Customer undertakes to comply strictly with intellectual and industrial property rights and the protection of the copyrights of Smartline Systems. The Client undertakes to use the Marking Codes entrusted to it only in codes that have been entrusted to him only on the communication supports declared at the time of his registration to the different services and options of the company Smartline Systems. Ownership of the Marking Codes is not transferred to the Customer, and they remain the exclusive property of Smartline Systems.

6.3 The Customer will be given strictly personal marking codes, which he undertakes to keep confidential. The Customer may communicate its marking codes only to authorized UsersCustomer is solely responsible for the account it has created, and all activities performed on that account. Customer is responsible for the compliance of all Users with the provisions of this Agreement governing the use of the Service; Customer agrees to comply with all applicable laws and regulations regarding direct or indirect selling, solicitation,
advertising or promotional techniques promotion, regardless of the channel used. The Customer undertakes to: - to ensure that all of its personnel respect these obligations. - The Customer also declares to be the owner of a material compatible with the installation and operation of the Database and the software provided. - All modifications made by the Client to the Database by the Customer shall be under its responsibility.

| 6.4 The Customer is solely responsible for the use of the Services, in accordance with their uses, any documentation that may be provided, and the Agreement. The Customer is responsible for the safekeeping of its own equipment, any equipment provided by Smartline Systems in execution of a Contract, and access codes and marking codes provided to it, it will ensure that no other person has access to the Service other than the expressly authorized Users. In the event that he/she becomes aware that another person is accessing the Service, in the event of loss, misappropriation, fraudulent use or theft, or in case of suspected fraud, the Customer will inform Smartline Systems without delay of the fraud and will confirm this information by registered mail.

| 6.5 The Client is responsible for the consequences of any dispute relating to the Services, in particular for any legal or factual consequences affecting the contents transiting or stored on, or by means of, the Services and any legal or factual disturbance caused to a third party in the context of the operation of the Services, and guarantees Smartline Systems at first request against any condemnation and its accessories or any sum that Smartline Systems would be forced to pay by an enforceable decision or in execution of a transaction.

| 6.6 In the event that Smartline Systems becomes aware that all or part of the Services, or the contents transiting or stored by means of the Services, are being used for illegal purposes, Smartline Systems shall be entitled to claim damages.

6.7 If Smartline Systems is informed that all or part of the Services, or of the contents transiting or stored through them, are used for illicit purposes or infringe the rights of third parties, Smartline Systems reserves the right to remove said contents, to make access to these contents impossible, or to all or part of the Services, or their contents.

The Client agrees not to: use the Services in a way that may harm Smartline Systems, its affiliates, resellers distributors and/or vendors or any of Smartline Systems' customers - use all or any part of the Services for spamming purposes use an automated process or service to access and/or use the Services without the prior authorization of GETQUANTY

GETQUANTY - use any unauthorized means to modify, reroute, or attempt to modify or reroute the Service - damage, disable, overburden, or impair the Services (or the network(s) connected to the Services), or interfere with any other
party's use and enjoyment of the Services resell or redistribute the Services, in whole or in part, without a written agreement from Smartline Systems create a service that competes with the Service of Smartline Systems by counterfeiting the Service by any means. The Client is prohibited from:

- transferring, conceding, resell all or part of the Database

- make the Database available to any third party (affiliated companies are not considered third parties for the purposes of this agreement)

- to publish or have published the information provided through any work or Internet site

- to use its data within the framework of Bus-Mailing (grouped mailing in partnership with to use its data in the context of Bus-Mailing (grouped mailing in partnership with other companies) or group mailing.

| 7. OBLIGATIONS OF SMARTLINE SYSTEMS |

Smartline Systems Company undertakes to provide the Customer with a Service that complies with the specifications set out in the technical or advertising documents. Smartline Systems undertakes to provide the Client with access codes and marking codes. The Service is considered delivered as soon as Smartline Systems has sent the Client its access codes (login/password) and marking codes. It is the Client's responsibility to register the Marking Codes on his website and/or his mailbox. In no case, an impossibility or delay in the installation of these codes will not justify the possibility for the Customer to terminate the Contract or to defer payment or delay the start of his subscription. the start of his subscription. Smartline Systems commits itself, except in the case of disruptions inherent to external service providers or suppliers, to do its best to provide Clients with the right to use the Service. However, Smartline Systems has no control over the functioning of the Internet. the functioning of the Internet network. Therefore, the company Smartline Systems cannot be held responsible for any interruption of the Service, whatever the duration of this interruption and due to due to external disturbances. Any prejudice resulting from a loss of data or an interruption of a Service due to external disturbances cannot involve responsibility of the company Smartline Systems. In the same way, the statistics which could not be measured during the period of dysfunction could not be claimed to the Company Smartline Systems and their non-publication cannot engage its responsibility. The company Smartline Systems endeavors to provide the Client with the identity and associated information of companies and institutions located in France. The responsibility of the company Smartline Systems cannot be engaged neither in terms of result nor in terms of means. The Smartline Systems company cannot be held responsible for damages resulting from the integration of the data base or the data supplied in the data
provided in the computer system of the Client. The company Smartline Systems provides the Client with a support service via the Internet and electronic mail. No support request will be taken into account if it is made by any other means of communication.

### PRICE AND PAYMENT TERMS

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The Customer agrees to pay the full amount due for the Services subscribed to the Company Smartline Systems under the conditions and within the deadlines and deadlines provided for in the Particular Conditions. The Services are payable in cash on the day of the order, unless otherwise indicated in the Particular Conditions.

The prices of the Services chosen by the Client are indicated on the Site and/or on the Special Conditions. The Customer acknowledges having been informed of the prices of the Services before subscribing to the Contract. Customized or specific services for a customer, due to its particular activity or the complexity of the service, will be priced in a quote sent to the Customer at its request. If the Customer decides during the course of the Contract to subscribe to new Services during the course of the Contract, the Client will be invoiced by Smartline Systems for these additional or complementary services according to the rates in force. Unless otherwise agreed in writing, Smartline Systems only accepts payments made in Euros and will not bear the costs related to payments made from abroad.

The prices are indicated in euros, excluding VAT, excluding account opening fees which are the subject of a separate heading at the time of the order, according to the characteristics of the order depending on the characteristics of the order. These costs are brought to the attention of the Customer before the order validation stage. In the event of customs duties, import taxes or other taxes applicable due to the geographical destination of the Services, these costs are the responsibility of the Customer, who must pay them. The Customer, who is recommended to make the necessary verifications and steps prior to the validation of his order. The Customer is obliged to report any change of address (address of establishment, bank card of payment, bank details, email address of connection) in the bank details, email address) within one week. All prices indicated will be subject to annual revision by right and without formality, on the anniversary date of the conclusion of the Contract according to the variation of the index published by the trade union of research and consulting companies (SYNTÉC). The value of the reference index is the latest index published on the date of signature of the Contract. Smartline Systems may also increase its rates at any time by informing the Client at least thirty (30) days before the effective date of application of the new rates. The effective date of application of the new rates. The Client will then have the possibility to terminate the Contract by sending a registered letter with acknowledgement of receipt to the receipt to the head office of Smartline Systems before the effective date of application of the new rates. The cancellation will then be effective at the expiration of its current subscription without application of the new rates nor possibility to be reimbursed of the remaining due payments on the old rate. In the absence of cancellation, the Client will be presumed to have accepted the new rates of the Company Smartline Systems which will be automatically applied to the next invoice, automatically applied on the next invoice.
TERMS OF PAYMENT

The payment of the sums due for the provision of the Services will be made either by
direct debit to the account designated by the Bank provided by the Customer upon
signature of the Order after the Customer has accepted the invitation to take out a
mandate in the case of a monthly subscription, or by direct debit to the account
designated by the Bank monthly subscription, or by bank transfer, credit card or
direct debit in the case of an annual subscription. In the case of payment by credit
card: the Customer accesses a dedicated space provided by a banking institution,
which ensures the security and registration of the payment order. In this respect, the
Customer expressly acknowledges that the communication of his credit card number
to Smartline Systems as authorization to debit his account for the Services ordered.
In case of payment by direct debit, a direct debit contract must be established with
the Client on a bank domiciled in France to the order of Smartline Systems. The data
recorded and kept by Smartline Systems constitute the proof of the order and of all
the transactions. The data recorded by the payment system constitute the proof of
the financial transactions. The Client agrees to pay the invoices issued by Smartline
Systems. The Client is billed monthly or annually depending on the subscription of
the chosen subscription. Each invoice is sent by e-mail by Smartline Systems to the
address entered by the Customer at the time of his registration so that he can consult.

An invoice that has not been contested by the Client by registered mail with
acknowledgement of receipt sent to the head office of Smartline Systems within a
period of thirty days from the date of issue is deemed to be definitively accepted by
the Client in principle and in its principle and amount. The dispute thus notified by the
Client against the invoice can in no case exempt him from its payment; any reduction
of the disputed invoice will give rise to the Any reduction of the disputed invoice will
result in the issuance of a credit to be deducted from the next invoice. Any request or
sending of a duplicate invoice in a format other than electrical will be subject to
an administrative fee of 3.50 € excluding VAT, not including postage. 3.50 excluding VAT, not including postal charges inherent in this request. In the event
that the Client subscribes to several Services, Smartline Systems has the option of
grouping the invoicing into a single monthly invoice. The invoices of Smartline
Systems are payable in full, net and without discount, upon receipt of invoice. In
case of late payment, without prejudice to other contractual or non-
contractual remedies of Smartline Systems, Smartline Systems may charge
interest on arrears at a rate interest at a rate equal to the higher of the following
two rates: (i) three (3) times the legal interest rate in France; or (ii) the (ii) the
European Central Bank rate plus ten (10) points. Late payment penalties are
payable without the need for a reminder. Any Client in delay of payment will be
liable to the Company Smartline Systems, of a fixed indemnity for collection costs,
the amount of which is fixed at 40 euros. When the recovery costs are higher than
the amount of this fixed indemnity, Smartline Systems can ask for an additional
compensation. In case of late payment by the Client of more
than ten days from the receipt of the invoice, the Company Smartline Systems reserves the right to temporarily hide the identity of the companies having visited the website of the Client. The Client will not be able to take advantage in any case of an interruption of the Service causing him a prejudice in order to claim damages. As soon as the Client has paid the invoice in dispute in full the Company Smartline Systems will communicate to him the identity of the companies having visited his web site during the period of restriction of the Service. In case of repeated payment incidents by the Client during the course of the Contract, the company Smartline Systems reserves the right to denounce any agreement and to terminate the Contract.

9. PROPERTY

9.1 The Site and all its contents (texts, fixed or animated graphic elements, sound, databases, software, brands, logos...) are protected by copyright., trademark law, the sui generis right of database producers, and more generally by intellectual property and liability law. intellectual property and civil liability law. In this respect and in accordance with the provisions of the Intellectual Property Code, only is authorized the use of the Site for strictly private and personal use, in accordance with the Contract, subject to different or even more restrictive provisions even more restrictive provisions of the Intellectual Property Code. Any reproduction, exploitation, redistribution or use of the elements of the Site, whatever it may be, is strictly forbidden under penalty of civil or criminal proceedings, civil or criminal proceedings. Any simple or hypertext link to the Site is strictly forbidden. A link in the privacy policy is permissible. Under no circumstances may access to the information on the Site and to certain data, including via the Customer's account, may not allow the Customer to consider that he can extract, substantially or not, and/or use outside the and/or use outside of the consultation of the Site, any data from the Site or any element of the Site. It is recalled as necessary that such extractions and/or uses are strictly forbidden. In particular, the extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the Site on another medium, by any means and in any form whatsoever; as well as the reuse, by making available to the public the whole or a qualitatively or quantitatively substantial part of the content of the Site, in any form whatsoever, is strictly forbidden. It the same applies to the repeated and systematic extraction or reuse of qualitatively or quantitatively insubstantial parts of the content of the content of the Site. It is also forbidden to undermine the Site as an automated data processing system, pursuant to articles 323-1 and following of the Penal Code.

9.2 The Customer acknowledges that this Agreement does not confer upon it any title or right of ownership over the Services for which Smartline Systems remains the owner of the property right, including the copyright provided for by the applicable legislation. holder of the property right including the copyright provided by the legislation in force. In this respect, the Client will respect and
ensure the respect of all respect and ensure the respect of all the mentions relating to the property rights of Smartline Systems on the constituent elements of the Service. Smartline Systems only grants the Client the right to use the Database collected by the Service strictly under the terms and conditions of this terms and conditions of the present Contract. This right of use is strictly personal, inalienable and non-transferable. The Customer undertakes to use the data collected by the Service solely for its own and its affiliated companies use and the exclusive needs of its professional activity. In particular, the Customer agrees not to transferring, conceding or reselling all or part of the Database to third parties. The Client may only use all or part of the Service for its own and its affiliated companies needs. The Client accepts, recognizes and authorizes Smartline Systems to use its data for statistical or technical purposes, it being specified that information may be used by Smartline Systems in the context of the continuity and improvement of the Service of the Service.

9.3 In particular:
- The Client is prohibited from making any copy of all or part of the Service.
- The Customer may not transfer all or part of the Service to a third party without the express consent of Smartline Systems.
- The Customer may not modify, in particular by decompiling, altering, adapting, in particular by translating, all or part of the Service.
- The Customer may not, temporarily or permanently, sell, sub-license, lease or distribute by any means, all or part of the Service. Access to the Service is granted to the Customer as a single, non-exclusive, non-transferable right of use.

9.4 Smartline Systems reserves the right to make available, at any time, new versions of the Service, new offers, updates or upgrades to the Service. If promised services are discontinued and the scope of services is reduced, the customer has the right to terminate the contract without penalty.

9.5 Smartline Systems reserves the right to make available, at its discretion, new versions of the Service, new offerings, updates or upgrades, at its then-current rates. This license does not entitle the Customer to new versions of the Service at no cost or versions of the Service for free or at preferential rates. Customer warrants that it owns all rights to the data necessary to perform this Agreement and that it will not use any content that is illegal or likely to infringe on public order or the rights of third parties and guarantees Smartline Systems at first request against any damage. The user shall not use any content that is illegal or infringes on public order or the rights of third parties and shall indemnify Smartline Systems on first demand against any damage that may result from its being held liable by third parties for a breach of this warranty.

10. EXCLUSION OF LIABILITY
10.1 The use of the Services is granted "AS IS" without warranty of any kind, express or implied, as to its quality, performance or results. Smartline Systems shall NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE TO THE CUSTOMER OR FOR ANY DAMAGE THAT HAS BEEN CAUSED TO THE CUSTOMER OR TO A THIRD PARTY BECAUSE OF THE PRODUCT or THE SERVICE OR ITS POSSIBLE SUPPORT, as long as the Support has been properly provided and there is no fault on the part of Smartline Systems. In no case Smartline Systems can be held responsible for damages caused by the use of the Service, including loss of data or unavailability of the Service. data or due to the unavailability of the Service.

10.2 Smartline Systems shall not be liable for any damage arising from the use of the Service in conjunction with any software or hardware used by the Customer, or any user software or hardware used by the Client, or any user, of any technical problem of the Client. The company Smartline Systems cannot be held responsible for the lack of accuracy or completeness of the data delivered in their entirety.

10.3 Smartline Systems assumes an obligation of means in the execution of its obligations, including with regard to the services of accompaniment. Consequently, Smartline Systems cannot be held responsible for any defects in the functioning of the Service due to their existence. The responsibility of Smartline Systems can only be established in case of serious fault or proven negligence in the execution of its performance of its obligations and will be expressly limited as indicated in the present article and, in particular, to the exclusion of all other damages of any nature whatsoever, in particular operating losses, indirect damage, loss of information, loss of clientele, loss of turnover and and prejudice caused to third parties. In the case of a momentary disruption of the Service, the responsibility of Smartline Systems shall not be held liable, in particular, for maintenance, upkeep or back-up work, updating and extension of software and IT infrastructures, and this, in particular, in the case of software and computer infrastructure, even if the Customer notices a degradation, a failure or a temporary interruption of the quality of the Service. If the Customer does not use the Service correctly or does not respect the conditions of use of the Service, Smartline Systems cannot be held responsible be held responsible.

10.4 The Client will indemnify Smartline Systems for any damages resulting from its liability and originating from a breach of this Agreement.

11. CONFIDENTIALITY

11.1 In the course of providing the Services, Smartline Systems may process data on behalf of the Customer. In this capacity, Smartline Systems acts as a subcontractor within the meaning of the RGPD, the commitments made by Smartline Systems as a subcontractor are annexed to these GTC.
Furthermore, the Client and any User are informed that Smartline Systems is responsible for the processing of personal data relating to the management of the Client relationship, the processing of personal data relating to the use of the Website, and the processing of personal data relating to the use of the Website. management of the Customer relationship, the processing of contact data of the Customer/User for the purpose of direct prospecting by Smartline Systems for Smartline Systems for products and services that are identical or similar to those that are the object of the Contract, and for the processing related to the technical administration of the connection area. This processing is legitimate, or at least necessary for the conclusion and/or execution of the Contract. The data processed in this way are intended for Smartline Systems, in particular for the commercial, technical accounting and/or legal departments, as well as for subcontractors that Smartline Systems may call upon in the context of this processing. The data related to the management of the relationship are kept for the time strictly necessary for the management of the commercial relationship, unless agreed for a longer period. longer. Customer data used for commercial prospecting purposes may be kept for a period of three years from the end of the commercial of the commercial relationship, unless a longer period is agreed.

According to the RGDP Addendum, SMARTLINE SYSTEMS will delete all Personal Data processed on behalf of the Client at the end of the contract. However, all data allowing to establish the proof of a right or of a contract, or kept contract, or kept in compliance with a legal or regulatory obligation, may be subject to an archiving policy, and be kept for this purpose kept for this purpose in accordance with the provisions in force (limitation periods, legal obligations of conservation, etc.). The Customer and any User are informed that they have the right to access, rectify, modify, portability or delete their personal data. personal data concerning them. They can define directives on the fate of their data after their death, ask for the limitation of the processing, oppose it processing, object to it, or, if necessary, withdraw their consent. To do so, they can send an e-mail to the personal data referent of Smartline Systems: privacy@getquanty.com. They can lodge a complaint with a supervisory authority https://www.cnil.fr. The personal data collected by Smartline Systems under article 11.2 are necessary for the management of the Client and the prospects, for the conclusion or execution of the Contract. the conclusion or execution of the Contract. If the Client/User does not provide this information, or if he/she exercises a right to oppose, limit or delete Smartline Systems will not be held responsible for the consequences that may result from this.

| 12. USE OF REFERENCES AND RIGHT TO QUOTE |

The Client authorizes Smartline Systems to mention its name and use its logo as a reference on any medium (in particular by inserting a link on the site(s) of Smartline Systems to the site of the Client). The Client authorizes Smartline Systems to use, for the needs of its internal communication, of the signature of the present Contract, and to mention
the name of its Company on a reference list which could be to be distributed to its prospects.

This use of reference and right to quote must clearly specify that the end client is PTV France and not other subsidiaries, and/or be used only on mediums addressed in French language to a French audience of prospects.

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<td>13.1 Either Party may terminate the Agreement by sending the other Party a registered letter with acknowledgement of receipt at least three (3) months prior to the expiration of the Agreement.</td>
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(3) months before the end of the current term. Any period started will be fully due by the Customer. As of the effective termination of the Contract, the Customer undertakes to delete its Marking Codes. Customer is responsible for uninstalling the GetQuanty script. Upon effective termination of the Agreement, Smartline Systems may discontinue data collection and shall not be liable for any loss of data by the Customer.

| 13.2 Smartline Systems may suspend the Service if the Client fails to comply with its contractual obligations. The Company Smartline Systems will be able to temporarily hide the identity of companies that have visited the Client’s website. The Client will not be able to take advantage of an interruption of the Service causing him/her a prejudice in order to claim damages and interests. |

| 13.3 At any time and without prior notice, Smartline Systems may terminate the Contract in case of failure by the Client to fulfill its contractual obligations without the latter being able to claim damages. The present Contract remains in force until its termination, which can be implemented by Smartline Systems, by sending a registered letter with acknowledgement of receipt sent to the Client, by right and without any other formalities, in particular judicial, if the Client does not comply with the of the present Contract, if Smartline Systems is informed that the Service is used for illegal purposes, or if the Client is in one of the following situations or liquidation, a change of ownership or principal shareholder, a merger resulting in a takeover of control. |

| 13.4 In case of non-payment of an invoice from Smartline Systems fifteen (15) calendar days after its due date, Smartline Systems without notice, at its option, suspend access to the Services or notify the termination of the Contract upon receipt of a registered letter with acknowledgement of receipt, by right and without further formalities, to the without further formalities, including judicial. |

| 13.5 In the event of termination, the Customer undertakes to cease using all access codes to the Service, to return to Smartline Systems without delay all accessories for using the Service, and to return to Smartline Systems all accessories for using the Service. Systems without delay all accessories for the use
of the Service that may be in his possession and not to keep any copy, total or
partial, including access codes, under penalty of including access codes, under penalty of legal action.

13.6 In the event of termination of the Agreement prior to the anniversary date, the Customer will be responsible for payment of the remaining subscriptions. The amount of the remaining subscriptions will be invoiced and debited in one go 15 days after receipt of the termination letter.

14. GENERAL PROVISIONS

14.1 Smartline Systems has the right to subcontract all or part of the execution of the present Contract, or to assign all or part of the present Contract. However, the conditions of the RGDP Addendum must be complied with.

14.2 Any complaint and/or dispute of the Client against Smartline Systems must be formulated in writing by registered mail with acknowledgement of receipt addressed to the head office receipt addressed to the head office of the Company Smartline Systems by the Customer and at the latest 48 hours as from their generating fact, under penalty of forfeiture. The formulation of the complaint and/or contestation of the disagreement in writing must include the detail of the services, amounts, etc. that are the subject of the dispute and the reasons for the dispute. Notwithstanding the above, billing disputes shall be settled as set forth in notwithstanding the foregoing, billing disputes shall be settled as set forth in Section 8.

14.3 Smartline Systems reserves the right to interrupt the provision of the Services to Authorized Users in whole or in part for maintenance and/or improvement work. Smartline Systems will make its best efforts to notify the Customer of such interruptions at least five (5) days before they occur.

(5) days before they occur. Smartline Systems reserves the right to interrupt all or part of the Services without prior notice in the event of manifest deviation from the initial purpose of the latter, which could be prejudicial to Smartline Systems or to third parties.
14.4 In the event of a dispute over the use of the Service, the Parties agree that the recordings made by Smartline Systems' equipment of the use of the Service, and in particular the use of the Customer's personal identifiers and access codes, will be considered as proof between the Parties. The responsibility of either Party cannot be sought if the execution of its obligations is delayed or prevented due to a case of force majeure such as, but not limited to, labor disputes, transportation blockages, interventions by civil or military authorities, natural disasters authorities, natural disasters, fires, water damage, malfunction or interruption of the telecommunications network or the electrical network. In the event that the event is prolonged beyond a period of two (2) months, the Contract may be terminated by registered letter with acknowledgement of receipt, unless otherwise agreed between the parties' letter with acknowledgement of receipt, unless otherwise agreed by the Parties, without either Party being entitled to claim any compensation. If any of the provisions of this Agreement are found to be null and void in accordance with a rule of law in force or a judicial decision that has become final, they shall be deemed to be

If any provision of this Agreement is found to be invalid under any applicable rule of law or any final court decision, it shall be deemed unwritten, without invalidating this Agreement or affecting the validity of any of its other provisions. The

The failure of either Party to enforce any provision of this Agreement or to acquiesce in its breach, whether permanently or temporary, shall not be construed as a waiver by such Party of any rights it may have under such provision clause.

This Agreement is governed by French law. In the event of a dispute, the Commercial Court of PARIS shall have express jurisdiction. Adaptations have been made in English. In case of dispute, the English version shall prevail.