

GENERAL TERMS & CONDITIONS OF SERVICE (Ref No. CGS 20240601) Applicable from 01/06/2024

These General Terms and Conditions of Service (hereinafter the 'Terms and Conditions') are intended to govern all services of any kind (hereinafter the 'Services') provided by HIGH CONNEXION, a simplified joint stock company with a capital of €351,500, whose registered office is in Oullins, France, registered under number 502 539 794 (LYON Trade and Companies Register) (hereinafter the 'Service Provider'), for the Client. Any order for Services by the Client implies the Client's express and unconditional acceptance of these Terms and Conditions, as well as any specific Terms and Conditions applicable to the Service Provider's Activities (which may be consulted via the links below), to the exclusion of any other terms and conditions issued by the Client, even if they were issued earlier, and subject to any special terms and conditions expressly accepted by the Service Provider. The fact that the Service Provider does not avail itself of any of these Terms and Conditions at a given time shall not be construed as a waiver of its right to do so for the future or the past. In the event of any contradictions between these General Terms and Conditions of Service and the Service Provider's Specific Terms and Conditions, the provisions of the Specific Conditions shall prevail.

1. DEFINITIONS

Activities: refers to the main activities carried out by the Service Provider:

▪ **Marketing:** refers to the services involving:

- Messaging (SMS, email, voice messages, push notification, MMS, instant messaging, enhanced SMS, etc.)
- Provision of digital solutions (wallet solution, SMS, web & mobile and audiotel games)
- Data: rental of databases, enrichment of databases, lead generation
- IT development

▪ **Payment ('Billing'):** refers to the billing of Services in return for payment by the User on the Operator's invoice or on any other payment channel, carried out by the Service Provider via the Payment Solutions.

Pricing conditions: refers to the pricing schedule applicable for a given period or the rates specified in the Quote.

Specific terms and conditions: refers to the specific terms and conditions applicable to the various Activities carried out by the Service Provider that can be consulted via the links below:

- Specific terms and conditions for marketing services:
<https://www.highconnexion.com/web/content/9747?unique=7a1c581b8460d0b49d8eb2050d81ec5bd8d34995>
- Specific terms and conditions for Billing services:
<https://www.highconnexion.com/web/content/9746?unique=1130b4b86d2263b385a5c0b710d9db001fc2d7fd>

Service(s): refers to any digital content or services made available to end users (messages, images, sounds, videos, press articles, ticketing, etc.). In the context of Billing Services, Services refer more specifically to a service or content offered by the Client, which can be delivered online by an electronic means of communication and invoiced to the User on their operator's invoice or on any other payment channel via a Payment Solution. Billing services may concern various Services such as:

- One-off or recurring donations
- Participation in SMS+, VAS+ or Internet+ games
- Purchase of digital content (music, videos, press articles, ticketing, etc.)

Development: refers to the specific development services that the Client may entrust to the Service Provider. Where applicable, these Development Services are subject to the provisions of the 'Development' paragraph of these General Terms and Conditions.

Quote: refers to the detail and price of the Services proposed and detailed by the Service Provider to the Client.

Written: refers to any correspondence by post, fax or electronic means which identifies the sender and the recipient.

Service(s): refers to any digital content or services made available to end users (messages, images, sounds, videos, press articles, ticketing, etc.). In the context of Billing Services, Services refer more specifically to a service or content offered by the Client, which can be delivered online by an electronic means of communication and invoiced to the User on their operator's invoice or on any other payment channel via a Payment Solution. Billing services may concern various Services such as:

- One-off or recurring donations
- Participation in SMS+, VAS+ or Internet+ games
- Purchase of digital content (music, videos, press articles, ticketing, etc.)

Solution(s): refers to all tools made available to the Client by the Service Provider within the context of its Services.

Payment Solution(s): refers to the payment solution(s) allowing the deduction from the User's Operator invoice of the sums due by the latter in return for the purchase of the Service(s) or any other type of payment solution as defined in the terms and conditions specific to Billing's services.

Services: refers to the various Services to be performed by the Service Provider within the context of its Activities.

Deliverables: all elements, of any nature whatsoever, which must be delivered by the Service Provider to the Client within the context of the performance of the Services.

User: refers to any person who uses a Payment Solution to purchase one or more Services from a Content or Service Publisher.

2. TERMS & CONDITIONS FOR PERFORMANCE OF SERVICES

Any new Client who wishes to entrust the Service Provider with a Service for the first time must apply to open an account with the Service Provider by completing all the information and documents requested. Prior to the commencement of any Services, the Client shall provide the Service Provider with information concerning the Service(s) it wishes to entrust to the Service Provider. On the basis of this information, the Service Provider shall send the Client a commercial proposal which the Client shall accept in accordance with the terms and conditions for the performance of the Services specific to the Service Provider's Activities, as described in the Specific Terms and Conditions.

Quote Acceptance

Any order for Services shall give rise to a commercial proposal drawn up by the Service Provider on the basis of the information provided by the Client and valid for one (1) month from the date it is sent to the Client (hereinafter the 'Quote'). The Client's acceptance of the Quote is evidenced by its signature on said Quote or by a Written agreement. This acceptance constitutes a firm and irrevocable order for the Services and unreserved acceptance of these Terms and Conditions. Upon acceptance of the Quote, the Client undertakes under its sole responsibility, to provide the Service Provider with all information or documents necessary for the performance of the Services. It is the Client's responsibility to verify that the Quote meets its needs.

Additional services – modifications

Any additional Services not provided for in the initial Quote, as well as any modifications requested by the Client in relation to the initial Quote, if considered feasible by the Service Provider, shall give rise to the drawing up of an additional Quote, setting out in particular the additional remuneration of the Service Provider, which must be accepted by the Client, under the above conditions, prior to any commencement of execution. In any event, the Service Provider reserves the right to refuse certain requests from the Client, in particular for technical or legal reasons.

Cancellation

In the event that the Client waives, cancels or interrupts, in whole or in part, one or more of the Services ordered, the Client shall continue to be obliged to pay the Service Provider the amount of the remuneration set out in the Quote and/or agreed in Writing between the Parties and relating to the Services concerned, and the Client shall indemnify the Service Provider against any claim by a third party as a result of such cancellation. The Client is only released from its obligations towards the Service Provider after payment of the total amount of the remuneration appearing in the Quote and/or agreed in Writing between the Parties, without prejudice to any other claim for compensation.

Duration

The Services are entrusted for the duration specified on the Quote. In the absence of details on the Quote, the Services are entrusted for an indefinite period, which can be terminated at any time by sending a registered letter with acknowledgement of receipt, subject to compliance with three (3) months' notice. However, for recurring services such as subscriptions, hosting, maintenance, etc., these Services shall be automatically renewed for successive periods of one (1) year, unless one of the Parties notifies the other Party by registered letter with acknowledgement of receipt, at least three (3) months before the end of each successive period.

Termination

In the event of non-compliance by one of the Parties with any of its substantial obligations, the other Party may terminate the Services, by registered letter with acknowledgement of receipt, without compensation and without prejudice to any compensation that it may claim from the defaulting Party. This termination may only take place thirty (30) days after the sending of a formal notice to perform its obligations, sent by registered letter with acknowledgement of receipt, which has remained without effect.

3. FINANCIAL TERMS AND CONDITIONS

Remuneration of Services

The Services are invoiced under the Pricing Conditions agreed between the Parties and/or as indicated on the Quote and according to the terms and conditions specific to the various Activities of the Service Provider, as described in the Specific Terms and Conditions. All prices are excluding VAT. VAT will be calculated at the rate in effect on the invoice date. Invoices are payable in full by bank transfer or cheque, 30 days from the invoice date. Invoices do not give rise to a discount, unless otherwise stipulated.

Activation fees

Unless otherwise specified in the quote, activation fees are invoiced in full upon ordering. Activation will commence upon receipt of payment.

Recurring fees including licenses and subscriptions

Any started period is due in full. No pro rata will be granted on the billing of recurring fees. Billing for recurring fees will commence upon delivery of the deliverables by HIGH CONNEXION, at the latest 2 months after the signing date.

Payment

Unless otherwise provided for in the Quote, and under the terms and conditions specific to the various Activities of the Service Provider, invoices issued by the Service Provider are payable 30 days from the invoice issue date, without discount or rebate applicable and without discount in the event of early payment. In the event of a change in the Client's financial situation, the Service Provider reserves the right - notwithstanding any stipulation to the contrary - to demand guarantees and securities and/or cash payment for the Services prior to their execution. If the Client requires a purchase order number as a mandatory item on the Service Provider's invoices, the Client shall send the Service Provider said number within a maximum of 15 days of signing the Quote. Otherwise, the Client may not refuse to pay the Service Provider's invoices on the grounds that they do not include said number.

Late payment - non-payment

Any sum not paid by the due date will give rise, as of right and without any other formality, to the payment by the Client to the Service Provider of late payment penalties at the rate provided for in Article L. 441-10 of the French Commercial Code, as well as a lump sum compensation for recovery costs in accordance with the law. The non-payment of a single invoice on the correct date makes the balance due on all other invoices issued by the Service Provider automatically and without formality, and suspends the performance of the Services in progress until full payment of all sums due by the Client. In the event of non-payment on the due date, the Service Provider may offset any amount it owes to the Client. The Service Provider reserves the right to terminate the Services fifteen (15) days after a formal notice to pay has been sent to the Client, and has remained without effect. The Service Provider may request the return of the delivered goods, without prejudice to any other damages. If the Client owes the Service Provider more than one payment, it is agreed that the payments shall be offset against the oldest debts. Consequently, the Client expressly waives the provisions of Article 1342-10 of the French Civil Code.

Miscellaneous Expenses

If the Services require travel, travel expenses will be charged on the following basis:

- Travel outside Lyon with proof of receipts, (Return trip by TGV in 2nd class or reimbursement of a rental car + mileage)
- Hotel stay: maximum €110/night
- Lunch: maximum €15
- Evening meal: maximum €30

4. RIGHTS AND OBLIGATIONS

General obligations of the Service Provider

The Service Provider undertakes to carry out the Services in accordance with the terms of the Quote and/or any Written document agreed between the Parties, as well as the laws and regulations in force applicable to its activity. The Service Provider shall implement the necessary and sufficient means and resources, as well as its knowledge, its know-how and its experience, so as to provide Services in accordance with the Quote and/or any Written document agreed between the Parties. As part of its general duty to advise, the Service Provider shall make its best efforts to inform, advise and warn the Client with regard to the Services and any decisions relating to the performance of the Services which the Client may make, and which come to the attention of the Service Provider. The Service Provider is solely responsible as an employer for the personnel it may assign to its activities, and will strictly comply with its obligations concerning them, in particular in social and tax matters. The Service Provider shall not be liable for any decisions to modify the Services made by the Client or any third party appointed by the Client, nor for any direct or indirect consequences thereof. The Service Provider shall not be liable for the Client's failure to comply with any of its obligations as a result of negligence or error on its part, or for failure to comply with the Service Provider's recommendations. The Service Provider shall be completely released from its obligations, in particular with regard to deadlines, in the event that the Client does not respect the deadlines or recommendations appearing on the Quote and/or confirmed in writing with the Service Provider. The Service Provider is bound by an obligation of means with regard to the Client.

General obligations of the Client

Prior to and during the performance of the Services, the Client undertakes to make available to the Service Provider all information and documents in its possession which the Service Provider may require for the performance of the Services, as well as the hardware and software resources required for the input of information and the tests or trials necessary to perform the Services. In this respect, the Client undertakes in particular to ensure the proper functioning of its own hardware and software interconnected with those of the Service Provider for the purposes of the Service, and shall take all security measures to prevent any damage to the Solutions of the Service Provider, the Operators or of any other third party that may intervene in the context of the Services. The Client undertakes to provide a reliable estimate of the foreseeable volume of operations to enable the correct sizing of the infrastructure necessary for the operation of the Solutions and to inform the Service Provider within a sufficient period of time, which may vary depending on the media, of any event likely to have an impact on the provision of the Services and, in particular, of any foreseeable increase in operations, so that the Service Provider can study the technical measures necessary to deal with such an event. The Client undertakes to respect the deadlines confirmed in Writing between the Parties. Any delay on the Client's part in relation to the deadlines agreed between the Parties shall result in a corresponding delay in the

subsequent actions of the Service Provider. Unless otherwise agreed in Writing between the parties, the Client acknowledges that it has a period of five (5) working days to validate any documents that may be submitted for its approval and that after this period without offering any response, it will be deemed to have accepted them. The Client also undertakes in general to cooperate actively and fairly in order to enable the Service Provider to perform its obligations properly. The Client undertakes to provide the Service Provider with physical conditions that are conducive to the performance of the Services, when they are performed on the Client's premises. It will also put the Service Provider in contact with those members of its staff whose skills will be useful for the performance of the Services. Without prejudice to the Service Provider's obligation to advise, the Client is also responsible for the design, choice and organisation of each of its operations that are the subject of the Services, as well as compliance with the regulations applicable to its activity, including the ethical policies that may apply to its activity and the Services. The Client indemnifies the Service Provider against all claims, whether amicable or contentious, by third parties, based directly or indirectly on the Client's breach of one or more of its obligations hereunder, on the information, Services and documents provided by the Client to the Service Provider for the performance of the Services, or on the Client's failure to comply with laws and regulations applicable to its business. The Client agrees not to use the Services performed by the Service Provider other than in accordance with the Quote, unless expressly agreed between the Service Provider and the Client when defining the terms and conditions of use of such Services. The Service Provider shall not be liable to the Client for any third-party claims based on the Client's use of all or part of the Services performed by the Service Provider that are not in accordance with the provisions of the Quote or the Service Provider's recommendations. The Client is solely responsible for compliance with the laws and regulations applicable to its activity, its products and/or services and all elements and/or information (texts, logos, photos and other intellectual property rights), as well as any written specifications appearing on any communications transmitted to the Service Provider. The Client shall indemnify the Service Provider on this point against any recourse and/or action that may be brought by any natural or legal person, for any cause whatsoever. Consequently, it undertakes to bear the costs incurred by any action, whatever it may be, brought by a third party against the Service Provider, as well as any compensation that may result from these actions.

Right of ownership

The Service Provider shall retain ownership of the Services and Deliverables and all intellectual property rights in respect of the Services and Deliverables until full payment of all invoices issued by the Service Provider to the Client.

Proof

Any recording, time-stamping, referencing carried out on the Service Provider's computer systems in execution of the Service shall constitute proof between the Parties.

Services

The Client declares that it holds the necessary authorisations and rights to all the Services and content that it chooses to use for its Marketing services or that it sells as part of the Billing services. The Service Provider does not exercise any control and shall not be liable for the origin or accuracy of the Services provided by the Client. In particular, the latter shall refrain from offering Services that are illegal or contrary to good morals and public order (content of a pornographic nature, promoting sectarian, racist, inciting racial hatred movements), and from offering hypertext links to non-compliant sites or pages. The latter shall be responsible for all disputes relating to the Services, and the Service Provider shall not be held liable in any way in this respect, the Client guaranteeing the Service Provider on this point. The Service Provider reserves the right to cooperate in accordance with the law with the authorities who carry out verifications relating to Services or content accessible via the Internet. Consequently and for these reasons, the Client accepts that the Service Provider may unilaterally delete or limit the disputed Services posted online by the Client. The Client acknowledges that it has been informed of the legal constraints linked to its status as a publisher under the terms of Law 86-1067 of 30 September 1986, and consequently undertakes to comply with all legal obligations, recommendations imposed by Telecommunications Operators and other application stores (online application shop for a given operating system (Google play, App store, etc.), as well as the ethical policies that may apply to its activity and to the Services such as:

- for SMS+: <https://af2m.org/chartes-smsplus/>
- for VAS +: <https://af2m.org/rd-sva/>
- for internet + mobile: <https://af2m.org/chartes-internetplus/>

Solutions

It is specified between the Parties that, if the Client entrusts the Service Provider with services involving the provision of Digital Solutions by the Service Provider, the Service Provider undertakes to:

- Carry out the sizing of the infrastructures of the hardware and networks allowing access to the Solutions subject to the Service
- Ensure the availability of access to the Solutions according to the conditions agreed in Writing between the Parties. If not specified, the Service Provider shall endeavour to provide permanent access to the services 24 hours a day, 7 days a week. However, availability is measured excluding maintenance or update stoppages, and is subject to the availability of the Internet networks and the Operators, of which the Client acknowledges having read the operating procedures. The Service Provider shall endeavour to carry out maintenance operations at times when the websites are least used

- Implement the technical means defined in the online documentation of the Application Solution
- Ensure the proper functioning of its hardware, and make it available to the Client for the purposes of the Service
- Protect itself against the risks of damage, loss or destruction, including by unforeseeable events or force majeure, concerning its hardware and software that may be installed by the Service Provider on the Client's site
- Notify the Client in the event of the detection of a problem affecting the proper execution of the Service or the operation of the Solutions
- Provide, if requested by the Client, training, assistance and consultancy services relating to the Solution, as well as specific developments aimed at integration into the Client's IT system. In this case these Services will be the subject of a Quote confirmed by the Parties.
- Carry out the Solution's corrective maintenance: in the event of an error or bug found in the operation of the software, and unless different maintenance commitments are agreed in Writing between the Parties, the Service Provider undertakes to make its best efforts to offer the Client, within a reasonable period of time, a correction of the error or bug or a workaround solution. Nevertheless, the Service Provider excludes maintenance in cases where the error or bug found is the result of the Client's intervention on the software or misuse of the software, or if the error or bug found is generated by another application not provided by the Service Provider
- Use its best efforts to ensure that its Solution is compatible with later versions of the required operating systems and browsers. To this end, the Service Provider may interrupt the Services in order to make the Software interoperable with other operating systems or other browsers.

For internet access to the Service Provider's Solutions, the Client shall provide the Service Provider with the name and email address of an administrator. The Service Provider shall directly transmit the login and password for access to its tools. The login details are confidential, the Client undertakes not to communicate them to third parties. The Client is solely responsible for the use made of the login details, regardless of the user, and the consequences resulting therefrom. Any connection made using the login details will be deemed to have been made by the Client. It therefore lies with the Client to implement any procedure necessary for the protection of the login details. The Service Provider cannot be held liable for any misuse or unauthorised use of the login details.

Development

In the event that the Client entrusts the Service Provider with IT Development Services, the Service Provider undertakes to carry them out in accordance with the terms and conditions confirmed in Writing between the Parties. Unless otherwise agreed in Writing between the Parties, the following provisions shall apply to the Service Provider's IT Development Services. The Service Provider shall carry out the development and implementation of the Deliverables on the basis of the Client's 'Brief' and in accordance with the specifications confirmed in writing with the Client. Any request from the Client concerning an element not included in the Brief will give rise to an additional fee based on a quotation and a new schedule.

a/ Schedules and deadlines

The schedules and deadlines for the completion of the Deliverables are indicated in the detailed schedules and confirmed in writing by the Parties (hereinafter 'Schedule'). Each step is indicated, taking into account the development and validation times. The Client undertakes to provide the Service Provider with all the elements and information necessary to carry out the Deliverables, within the deadlines agreed with the Service Provider in order not to hinder their development schedule. Any delay attributable to the Client will result in a corresponding change to the schedule.

b/ Acceptance of IT Service Deliverables

The procedure for accepting the Deliverables consists of a delivery phase followed by an acceptance phase in the presence of both Parties.

- Delivery is established in the following manner: at the end of the development and production phases of the Deliverables as defined in the Brief or the specifications and in accordance with the Schedule, the Client shall give its written agreement to the Services carried out on that date. Consequently, once the Deliverables have been delivered, the Client undertakes to sign the delivery report authorising the Deliverables to go into production.
- The acceptance of the Deliverable is established as follows: from the time of delivery, the Client shall have the necessary time, in accordance with the Schedule, to test and analyse the correct functioning of the Deliverables in relation to the expected functioning, as they result from the Brief or the specifications. As soon as this control is satisfactory and within a period in accordance with the Schedule, an acceptance report must be signed jointly by the Parties. In the event of anomalies noted during the acceptance, these will be mentioned via a ticket, (hereinafter 'Ticket'). The Service Provider shall correct them within a period of time compatible with the Schedule, and deliver the corrected module(s) for acceptance. If no reservation is mentioned by the Client, the Service Provider cannot be held liable for any reason whatsoever. If the Client fails to return the report within fifteen (15) working days from the date it is sent, acceptance will be presumed.

c/ Corrective maintenance

Corrective maintenance includes the correction of anomalies affecting the functioning of the Deliverables. When the Client entrusts the Service Provider with the corrective maintenance of the Deliverables, and unless otherwise agreed in Writing between the

Parties, the following provisions shall apply. The Maintenance Services shall be automatically renewed for successive periods of one (1) year, unless one of the Parties notifies the other Party by registered letter with acknowledgement of receipt, notified at least three (3) months before the end of each successive period. Free telephone technical support is available every working day in France, from 9 am to 6 pm. The Service Provider shall endeavour to resolve any difficulties relating to the use of the Deliverables which the Client may encounter and/or which are detected by the Service Provider in a timely manner. The Client shall report any anomalies by Ticket, endeavouring to provide as much information as possible. The Service Provider shall establish the diagnosis of the anomalies reported by the Client.

d/ Upgrade maintenance

It is agreed between the Parties that any changes to the Deliverables not provided for in the Brief or the specifications shall be subject to a Quote, accepted in advance by the Client.

e/ Hosting

The hosting arrangements for the Client's website(s) are detailed in the Quote. Unless specific conditions to the contrary are agreed between the Parties in Writing, the Hosting Services shall be automatically renewed for successive periods of one (1) year, unless one of the Parties notifies the other Party by registered letter with acknowledgement of receipt, notified at least three (3) months before the end of each successive period. Any request to upgrade the Site(s) (additional functionality, specific developments, etc.) will give rise to an additional hosting fee, based on a Quote.

f/ Reversibility

In the event of termination of the Services, the Service Provider undertakes, to the extent that the Client so requests, to assist in taking over all the Services that the Client entrusted to the Service Provider, whether performing them itself or entrusting them to a third party. Upon receipt of this request, the Service Provider will indicate, according to the Client's requests:

1/ the return period

2/ the cost of this return, which will be determined according to the number of person-days estimated and will be the subject of an additional Quote

The Service Provider may keep a copy of the files it is required to keep under the legal obligations incumbent on it, provided that this is done in compliance with its confidentiality and security commitments, and any applicable law or regulation.

Breaches and Penalties

If the Service Provider becomes aware of a major breach by the Client of its obligations (such as, but not limited to: non-compliance with these general terms and conditions and applicable regulations and policies, unauthorised intrusion by any means on the Technical Platform, non-payment of several consecutive invoices, etc.), and as soon as it becomes aware of the breach, the Service Provider shall send the Client a request for correction by any written means. The Client undertakes to correct this breach immediately. The Service Provider may suspend the Services until the causes causing the suspension of the Services have been removed. The Client shall be informed as soon as possible. If at the end of thirty (30) days, the Client has still not made the necessary corrections, the Service Provider may terminate the Service without formality or prior notice, and without the Client being entitled to claim any compensation. All claims for compensation that may be made against the Service Provider by any person and in any capacity and in any manner whatsoever, as a result of the Client's failure to comply with its obligations, shall be billed to the latter in full and shall be increased, in addition to any procedural and consulting fees, by a minimum lump sum of 1,000 euros (excluding VAT). The Service Provider shall also be entitled, due to the shared nature of the provision of its Solutions, to claim compensation from the Client for all possible losses of turnover.

5. LIABILITY

The Service Provider shall be liable for any direct damage it may cause to the Client as a result of its failure to comply with its obligations hereunder. The Service Provider's liability is expressly limited to direct damages suffered by the Client, to the exclusion of any indirect damages, such as, without limitation, loss of opportunity, loss of turnover, operating loss, commercial loss, loss of image, etc. In any event, if the Service Provider is found liable, it may be required to pay the Client an amount of compensation for damages up to the total half-yearly amount of the remuneration owed by the Client to the Service Provider for its services, whether or not this remuneration has already been invoiced or paid (hereinafter the 'Total Compensation Amount'). This Total Compensation Amount shall be equal to the remuneration of the Service Provider for the last six (6) full months of collaboration preceding the month of occurrence of the damage. It is expressly agreed between the Parties that (i) the amounts paid or invoiced by the Operators to the Client through the Service Provider are excluded from the Total Compensation Amount and (ii) the amount of this compensation may under no circumstances exceed the compensation amounts stipulated by the Service Provider's civil liability insurance policy for each type of loss suffered. The Client is exclusively and in all cases liable for compliance with the regulations applicable to its activity, its products and/or Services, as well as the information, data and content transmitted to the Service Provider. It shall indemnify the Service Provider against any recourse by third parties in this respect. The Client further acknowledges that, in the current practices and in the absence of any guarantee from telecommunications operators or software publishers, permanent availability of the Solutions cannot be guaranteed.

6. FORCE MAJEURE

The Service Provider may not be held liable in the event of the occurrence of a force majeure event. The parties consider as force majeure events, those usually retained by the jurisprudence of the French courts and tribunals, as well as, in particular, in the event of failure of the public electricity distribution network, strikes affecting a third party, war, storm, epidemics, earthquake, failure of the public telecommunication network, or loss of Internet connectivity due to public or private operators, affecting the performance by the Service Provider of the Services. Any Party affected in the performance of its obligations by the occurrence of a force majeure event must immediately notify the other Party of the occurrence of said force majeure event. The Parties shall then endeavour to take the appropriate measures to mitigate the consequences of this event, and the time limits for the performance of the Services shall be extended by the duration of the said events, and shall be executed automatically as soon as they cease. However, if the event persists beyond one (1) month, the Services may be terminated by the most diligent Party, without any compensation being due by it to the other Party in this respect. In the event of partial completion of the Service, the occurrence of the above events will not release the Client from the payment of its order in proportion to the service actually performed.

7. INSURANCE

The Service Provider declares that it holds a civil liability insurance policy taken out with a solvent insurance company, covering the financial consequences of its liability for damage that it may cause to the Client and to third parties in the performance of its Services. Each Party shall bear the premiums and excesses of the insurance policies it has taken out and, at the first request of the other Party, undertakes to provide it with all insurance certificates relating to the Services.

8. SUBCONTRACTING

For the performance of the Services, it is understood that the Service Provider may call on any subcontractor of its choice. The Service Provider shall be responsible for the choice of its subcontractors to whom it may call upon, and shall guarantee their competence.

9. INTELLECTUAL PROPERTY

Rights of the Service Provider

The economic rights of intellectual property, attached to the creations and works carried out by the Service Provider within the context of the provision of the Services, cannot be transferred to the Client unless expressly stated otherwise, providing in particular for the duration, the territory and the amount of the price of the transfer. If applicable, these transfer details must be indicated in the Quote drawn up for the Services, or in a specific quote. Failing this, no rights shall be assigned. It is specified between the Parties that, in the event that the Client entrusts the Service Provider with services involving the provision by the Service Provider of its own Solutions, these Solutions will remain the property of the Service Provider, which hereby entrusts the Client with a non-exclusive right to use and exploit said Solutions for the entire duration of the Services concerned.

Client's intellectual property

The Client expressly authorises the Service Provider to use any of the Client's intellectual property, including trademarks, designs and models, and any other distinguishing features of the Client whose use by the Service Provider is necessary in the context of the Service. The Client shall indemnify the Service Provider against any claim by third parties in this respect. The Service Provider is not required to carry out any verification or otherwise in this respect.

Commercial reference

Unless expressly refused by the Client, the Service Provider reserves the right to use the Client's name, the visuals and the description of the Services carried out as a commercial reference on any medium for its institutional communication, or for the presentation of its commercial offer. In this context, the Service Provider undertakes not to disseminate any confidential information nor to mention any net budget relating to the collaboration set up specifically for this Client.

10. PERSONAL DATA

The Parties undertake to comply with the provisions of the Personal Data Processing Contract available at: https://www.highconnexion.com/wp-content/uploads/DPA_Highconnexion.pdf. Furthermore, the Client is solely responsible for taking into account and managing the right of opposition of a user who has expressed their wish, in particular by using the keyword 'STOP', to no longer receive messages.

11. ANTI-CORRUPTION

Each of the Parties undertakes, both on its own behalf and, where applicable, on behalf of its employees, agents, subsidiaries, and subcontractors, whose compliance it undertakes to ensure, to comply with all applicable laws and regulations in the fight against corruption, and in particular Law No. 2016-1691 of 9 December 2016 relating to transparency, the fight against corruption and the modernisation of economic life. Consequently, each Party undertakes, in particular, to act in a professional and ethical manner in its commercial relations, and in particular:

a) never to solicit, offer or accept from any employee or officer of the other party, at any time, directly or indirectly, any offer, promise, gift or benefit whatsoever for itself or for any other person (including customers of either party), in order to perform or refrain from performing, or because it has performed or refrained from performing an act of its activity or function or facilitated by its activity or function, in violation of its legal, contractual or professional obligations

(b) never to abuse its real or supposed influence, directly or indirectly, in order to obtain from a public authority or administration or from a public official any decision favourable to the other party.

In addition, the co-contractor undertakes to:

a) read and comply with the Service Provider's anti-corruption code of conduct available at <https://www.highco.com/investisseurs/anticorruption-conformite/>.

b) report any act or fact likely to be qualified as corruption or influence peddling, as soon as possible to the following email address: alerte_highco@nest-avocats.com.

c) to provide as soon as possible any information enabling the Service Provider to meet its obligations to evaluate third parties as required by Article 17 of the 'Sapin II' Law and, where applicable, to transmit within a maximum period of one month following the request made to it by the Service Provider, the duly completed questionnaire that will have been sent to it by the Service Provider, and to update it annually and at the time of any event concerning it.

It is understood between the Parties that, in the event of non-compliance with the provisions of this Article by the co-contractor, and/or in the event that the information provided by the latter is not satisfactory to the Service Provider with regard to the provisions of the 'Sapin II Law', the Service Provider may, as of right and without compensation or notice, terminate all agreements concluded between the Parties and all commercial relations, by registered letter with acknowledgment of receipt. The termination may then be considered as a breach of contract by the co-contractor, and may entitle the Service Provider to damages, if any.

12. CONFIDENTIALITY

The terms and conditions of the Services as well as the operations carried out in this context, the documents, concepts, know-how, commercial methods and, in general, commercial and technical secrets of the Parties are confidential. The Service Provider and the Client undertake to keep confidential any information referred to in this article concerning the other party to which they may have had access during the performance of this Agreement. They also undertake to impose compliance with this obligation of secrecy on their employees and any third party who intervenes in the context of the execution hereof. Unless otherwise agreed in writing, this confidentiality obligation is valid for a period of three (3) years from the disclosure of the confidential information.

13. NON-SOLICITATION

The Client undertakes, throughout the entire duration of the Services and for a period of 18 months following their completion, not to hire, employ, or attempt to hire or employ, or negotiate the hiring by a third-party company or entity, any person who is or has been, an executive, commercial agent, or employee of the Service Provider, the HighCo Group, or any of its subsidiaries. In the event of a breach of this Article, the Service Provider, the HighCo group, or any of its subsidiaries may claim from the Client compensation for the entirety of its damages, it being understood that this amount shall in no case be less than compensation set at twelve (12) months of the concerned employee's net remuneration.

14. SETTLEMENT OF DISPUTES

These General Terms and Conditions are subject to French law. THE PARTIES SHALL ENDEAVOUR TO SETTLE THEIR DIFFERENCES AMICABLY. FAILING THIS, THE COMMERCIAL COURT OF PARIS SHALL HAVE SOLE JURISDICTION TO SETTLE ANY DISPUTE RELATING TO THE INTERPRETATION OR EXECUTION OF THESE TERMS AND CONDITIONS.