

DiliTrust Service Agreement

General Terms and Conditions of Sale

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1. Preamble

The Client wishes to use the features proposed by the Service Provider as part of the Service described in the Special Terms and Conditions.

The Service Provider's business consists in the publishing and distributing IT management solutions. As such, the Service Provider offers the Service as an online rental service (in the form of SaaS, i.e. Software as a Service). The Service is designed to meet the needs of the largest number of users. The Service is hosted by the Service Provider, and the Client will be able to access it via a remote link.

The Client has received all the necessary information from the Service Provider enabling it to assess, diligence and investigate the suitability of the Service for its needs and to take all useful precautions for its use, and as a result of such assessment, diligence and investigation the Client has determined the Service is suitable for its needs and to engage the Service Provider to provide the Service.

The Client acknowledges that prior to entering into the Agreement, it was able to request any additional information, and received such additional information, concerning the terms and conditions of the Agreement.

2. Definitions

Capitalized terms used in this Agreement shall have the meaning given to them in this clause.

- * **Administrator:** means the Client's employee in charge of the administration of the Service.
- * **Affiliate:** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- * **Agreement:** means all of the terms and conditions set out in each of the contractual documents listed in the Special Terms and Conditions, as well as any amendments that may supplement, modify or replace them.
- * **Authorized Representative:** means the natural person appointed by the Client at the start of the use of the Service, with authority to represent it in the context of the Service.
- * **Board:** means a board or committee and, more generally speaking, any formal and regular meeting managed with the help of the Service. The number of meetings that can be held is unlimited.
- * **Client:** means the entity signing the STC in the course of its business activity.
- * **Data:** means the materials, information, publications, documents and content, and more generally any Client's data, the use of which is the subject of the Agreement, which may be consulted and/or used in any way whatsoever solely by the Users.
- * **Data Room:** means collaborative workspace managed by one or more Administrators, allowing Users organized in teams to consult the documents made available to them, ask questions and exchange information.
- * **Documentation:** means the functional and technical documentation provided (in digital format) by the Service Provider as part of the performance of this Agreement.
- * **Failure:** means a malfunction that occurs when the Service is accessed or used or that affects the Service's functionalities.
- * **Governmental Authority:** means any federal, state, provincial, local or foreign government, or subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any federal, state, provincial, local or foreign government, including any quasi-governmental entity established to perform such functions, in each case having jurisdiction over the Person, property or matter in question.
- * **GDPR:** means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable from 25 May 2018.
- * **Intellectual Property Rights:** means all intellectual property rights of any kind and nature, including (i) rights relating to copyright, and all rights relating to software and databases; (ii) trademarks and logos, (iii)

designs and models, (iv) patents, and (v) and trade secrets.

- * **Person:** means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other business entity or Governmental Authority.
- * **Personal Data:** means personal data within the meaning of the GDPR, or any other applicable law or regulation, which is collected and inputted, entered, transmitted or processed by the Client in connection with its use of the Service.
- * **Personal Data Processing or Processing:** means any operation, or set of operations, relating to Personal Data, irrespective of the process used (collection, recording, organization, storage, adaptation, alteration, sorting, consultation, use, disclosure by supply, dissemination or otherwise making available, reconciliation or interconnection, blocking, deletion or destruction, etc.).
- * **Seats:** means the maximum number of Users per Board or Data Room.
- * **Service:** means the remote application described in the STC, including the features and services listed in the SLA.
- * **Service Level Agreement or SLA:** means the service level agreement appended to the Agreement, which sets out the features of the Service and its availability.
- * **STC or Special Terms and Conditions:** means the document in which the Client is identified as a contracting entity for the subscription of modules, in particular, the number of Boards, authorized Users and/or Seats.
- * **User:** means a natural person or the interface of a third party application interoperated for the sole use of the Client and who is authorized by the latter to access the Service in accordance with the Agreement.
- * **User ID:** means the User's own ID (login) and the related password.

3. Purpose

The purpose of this Agreement is to define the terms and conditions under which the Service Provider grants the Client the non-exclusive right to access and use the Service, under the terms of the subscription, for the scope and duration of the Agreement, and in consideration of full payment of the corresponding fee.

4. Term – Renewal

The Agreement will commence after signature by the Parties, as from the effective date stated in the STC and shall remain in effect for the initial term stated in the STC.

At the end of the initial term stated in the STC and unless specified otherwise in the latter, the Agreement will be renewed automatically for successive periods (terms) of twelve (12) months, unless one of the Parties notifies the other Party of its intent not to renew the Agreement, by registered letter with acknowledgment of receipt, no later than three (3) months before the end of the current contractual term.

5. Description of the Service

5.1 Right of use

The Service is described in the SLA.

The Service includes in particular:

- a limited, non-assignable, non-transferable, and non-exclusive right to access and use the features;
- the hosting and backup of the Service and Data;
- training and functional and technical support,

as listed in the SLA, within the limits and under the terms and conditions of the Agreement.

5.2 Limitations of use

The limitations of use of the Service are set out in the Special Terms and Conditions. They can be expressed in terms of different units of work, e.g. Users, Boards, Seats, Data Rooms.

These limitations may be increased by the Service Provider at the Client's request under the financial terms applicable on the date of the request.

The term "unlimited" as stated in the Agreement shall be understood as a reasonable use of the Service in terms of volume of Data. If the Service Provider determines that the Client's use of the Service is unreasonable, the Service Provider shall notify the Client by e-mail and request the Client to remedy its unreasonable behavior within fifteen (15) days from the date of notification. If such a remedy is not possible, the Parties shall consult each other in order to adjust the fee of the Service or terminate the Agreement.

5.3 Network

Access to and use of the Service requires that the Client has Internet access. The Client will choose the operators and Internet access providers.

In this regard, the Client will assume full responsibility for this choice and for any failure on the part of the said operators and providers.

5.4 Access to the Service

The Service will be accessible via a secure remote connection using a URL and a User ID. The User IDs are personal and confidential. They are used under the sole responsibility of the Client. The technical requirements on the effective date of the Agreement are detailed in the SLA. The Client is responsible for the acquisition and maintenance of the technical environment required to use the Service. The Client acknowledges that an environment that does not comply with the technical requirements may lead to a deterioration in the quality of the Service, or even its malfunctioning, for which the Service Provider cannot be held responsible in any way.

5.5 Support

The Service Provider will provide maintenance and upgrades to the Service in accordance with the terms and conditions of the SLA and the STC, provided that:

- the Client cooperates with the Service Provider in resolving Failures and, in particular, answers questions and requests for information;
- the Service is used in accordance with its purpose and Documentation and generally in accordance with the Agreement;
- the Client complies with its obligations under the Agreement;
- the Administrator has completed the training for the Service.

5.6 Excluded services

The Service does not include:

- the cost of telecommunications and Internet access enabling the use of the Service, which will remain the Client's responsibility;
- the accommodation and travelling expenses of the Service Provider's employees or contractors on the Client's site, if located outside Wilmington, Delaware, and its surrounding suburb;
- the supply of terminals to access the Service;
- any specific work such as the advanced customization of the Service or the recovery of the Client's historical data.

6. Service Provider's responsibilities

6.1 Client Assistance

Upon request and subject to the Client's prior acceptance of a quotation, the Service Provider will use commercially reasonable efforts to assist the Client with any request within its area of expertise to the extent such request is related to the Services provided under the Agreement.

6.2 Data Location

The Data will be stored on servers located in the United States.

6.3 Availability

The Service Provider will use commercially reasonable efforts to ensure that the Service will be available in accordance with the terms and conditions set forth in the SLA.

The Client is aware of the technical hazards inherent to the Internet, and that access to the Service may be interrupted as a result. As a result, the Service Provider will not be held liable for any unavailability or slowdown due to the Internet.

The Service may occasionally be suspended due to interventions for updates necessary for the proper functioning of the Service Provider's servers. In case of interruption of the Service for updates, the Service Provider undertakes to comply with the procedure set forth in the SLA, so that the Client can be informed as well as possible of the interruption and can take action sufficiently early to avoid any disruption of its activity.

6.4 Audit

The Service Provider will have regular penetration tests carried out at its own expense, in particular to check the protection of the Data. The results of these tests may be sent to the Client upon written request. They will be strictly confidential.

Upon four (4) weeks prior written notice to the Service Provider, the Client may have an audit of the operating conditions of the Service, and more generally, of the Service Provider's compliance with the technical and security guidelines, carried out at the Client's own expense.

In this respect, the Client will appoint an independent auditor, who is not in competition with the Service Provider, who must be approved by the Service Provider and who must sign the audit protocol proposed by the Service Provider.

The Service Provider undertakes to collaborate in good faith with the auditor and to facilitate the audit by providing sufficient information and responding to all reasonable requests relating to the audit.

The audit shall not disrupt the proper functioning of the Service. A copy of the audit report drawn up by the auditor will be promptly delivered to the Service Provider within three (3) business days after the Client' receives report.

6.5 Insurance

The Service Provider has subscribed to professional liability insurance covering the services rendered under the Agreement.

It undertakes to maintain in force a policy, with a reputable insurance company, covering all the financial consequences of its professional liability, and to pay the corresponding premiums. A certificate is available on demand or via the Service Provider's website: <https://www.dilitrust.com/certificates/>

6.6 Intellectual Property

The Service Provider warrants that it has all intellectual property rights necessary to provide the Service to the Client, i.e., that it holds all intellectual property rights relating to the Service or that it has obtained all authorizations that may be necessary.

The Service Provider will defend the Client at the Service Provider's own expense against any third party claim, suit, or proceeding arising out of, related to, or alleging direct infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right as a result of the Client's authorized use of the Services (an "Indemnified IP Claim"), unless the Indemnified IP Claim arises out of, relates to, or alleges:

- the Client's breach of this Agreement, including without limitation its failure to cease use of the Service after the Service Provider's direction;
- modifications to the Service made without the Service Provider's written consent;
- the Client's failure to incorporate updates or upgrades to the Service that would have avoided the alleged infringement or misappropriation;
- the Service Provider's modification of the Service in compliance with specifications furnished by the Client; or
- use of the Service in combination with other products or services not provided by the Service Provider.

The Client must inform the Service Provider of the Indemnified IP Claim within ten (10) days after the Client first receives notice of the Indemnified IP Claim. The Service Provider shall have sole control over the defense and any settlement negotiations, and the Client must, upon request, provide to the Service Provider all information necessary to defend against the Indemnified IP Claim.

In the event of an Indemnified IP Claim, the Service Provider shall reimburse the Client for any unrecoverable costs and/or damages that the Client may have been ordered to pay pursuant to a final court or arbitration decision or as set forth in a settlement agreement negotiated and entered into by the Service Provider with the plaintiff in the action.

If the Client's use of the Service is found to be infringing by a final decision or if the Service Provider so decides before such a decision is made, the Service Provider may choose one of the following options at its own cost:

- to obtain for the Client the right to continue to use the Service;
- to modify the Service so that it no longer infringes the rights of the third party plaintiff;
- to replace the Service with an equivalent non-infringing solution;
- if none of the above is reasonably possible, to terminate the Agreement and return to the Client the portion of the subscription fee paid between the date of termination and the current contractual end date.

6.7 Data Security

The Service Provider undertakes to implement administrative, technical, and physical safeguards and to take the necessary precautions, in accordance with the state of the art, to preserve the integrity and confidentiality of the Data and in particular to prevent any fraudulent access to or use of the Data and to prevent any loss, alteration or destruction of the Data.

To this end, the Service Provider undertakes to implement the security measures and to carry out the Data backup operations described in the SLA.

7. Client's responsibilities

7.1 Personal Data

The Client undertakes, in accordance with the regulations relating to Personal Data, to:

- provide the Service Provider with the Personal Data necessary for the performance of the Service;
- provide the Service Provider in writing any instructions in relation to the processing of Personal Data

- by the Service Provider;
- supervise the Processing, including carrying out audits and inspections on the Service Provider

7.2 Use of the Data

The Client possesses and retains all right, title, and interest in and to the Data.

The Client has sole responsibility for the quality, lawfulness and relevance of the Data it transmits for the use of the Service. The Client further warrants that it is the legitimate owner of all rights to use the Data and transfer them to the Service Provider.

In consequence, the Client will hold the Service Provider harmless in the event of unlawful collection or storage of Data, non-compliance of the Data with applicable laws and regulations, public orders or the Client's needs.

The Client will indemnify and hold harmless the Service Provider against any claim by a third party arising from a breach of this warranty and covenant.

7.3 Management of the User IDs

The User IDs are intended to limit access to the Service to the Users, to protect the integrity, security and availability of the Service, as well as the integrity, security, availability and confidentiality of the Data.

The User IDs are personal and confidential. They may only be changed at the request of the Client. The Client undertakes to use its best efforts to keep its User IDs secret and not to disclose them.

The Client will be entirely responsible for the use of its User IDs. Any use of the Service using the User ID will be deemed to have been made by the Client and its Users. The Client will ensure that no unauthorized person has access to the Service. In the event of loss or theft of one of its User IDs, the Client must notify the Service Provider without delay in order to jointly consider appropriate measures.

7.4 Use of the Service

The Client will ensure that the Users comply with its undertakings set out in the Agreement and the Documentation. The Client guarantees that its Users will comply with the terms and conditions of the Agreement, and the Client will be responsible for any and all violations of the terms and conditions of this Agreement by its Users.

7.5 Biometric Data

If the Client uses the Service in a jurisdiction that has legal requirements relating to the collection, possession, processing, use, disclosure, or storage of any biometric information or identifiers ("Biometric Data"), including without limitation the Illinois Biometric Information Privacy Act ("BIPA") or any other similar privacy laws or laws governing Biometric Data, then, in addition to complying with all applicable legal requirements, the Client must, before providing any Biometric Data to the Provider, provide legally adequate notices to, and obtain any necessary consent from, any person whose biometric data will be collected, possessed, processed, used, disclosed, or stored. The notices and consents required under this section must be provided on behalf of the Client and on behalf of the Service Provider.

8. Confidentiality

Each Party undertakes to keep confidential all information it receives from the other Party. The Agreement is confidential.

Information and Data transmitted by the Client to the Service Provider or any information communicated by either Party ("**Disclosing Party**") to the other ("**Receiving Party**"), regardless of their purpose, nature, medium and means of transmission, will be deemed to be confidential (hereinafter the "**Confidential Information**"). The Confidential Information is subject to enhanced confidentiality as described in this clause 8.

The Parties undertake:

- to keep the Confidential Information strictly confidential and not disclose it to any third party;
- to take all necessary measures in order to protect and maintain confidentiality of the Confidential Information and prevent its disclosure; such measures being at least of the same level as those taken by itself to protect its own confidential information;
- not to copy or transcribe the Confidential Information onto any medium whatsoever, unless the copies are strictly necessary for the performance of the Agreement;
- to disclose the Confidential Information only to its officers, employees and agents on a need-to-know basis and solely in connection with the performance of the Agreement;
- to inform such officers, employees and agents of the terms of this confidentiality undertaking and ensure that they will treat the Confidential Information in accordance with the terms and conditions of the Agreement;
- not to use, in whole or in part, the Confidential Information for any purpose other than the performance of the Agreement;
- to immediately inform the Disclosing Party in the event of loss or unauthorized access of all or part of the documents, materials or media containing the Confidential Information, and in the event of a breach of this clause by the Receiving Party, its officers, employees or agents;

The Service Provider shall destroy physical copies and use commercially reasonable efforts to destroy electronic copies of the Confidential Information in its possession after having returned them in full to the Client under the conditions set out in clause 19 – Return of Data. Upon termination of the Contract for any reason, the Client shall destroy copies of the Confidential Information in its possession within 30 days after having returned them to the Service Provider.

Information shall not be considered as confidential or may be disclosed, as applicable, if a Party can prove that:

- it was in the public domain prior to its disclosure; or
- it was already known to it before the effective date of the Agreement; or
- it was required to be disclosed by law or by a court order; or
- it was received from a third party lawfully and without any restriction or breach of the Agreement; or
- it was published or disclosed without any breach of the provisions of the Agreement; or
- the use or disclosure of the information was authorized in writing by the Party owning the information.

Each of the Parties undertakes to use commercially reasonable efforts to ensure compliance with these provisions by its employees, and by any agent or third party that may be involved in any capacity whatsoever in the performance of the Agreement.

These confidentiality undertakings will remain in force for the duration of the Agreement and for a period of three (3) years after the end of the Agreement.

9. Reference

The Service Provider will have the right to cite the Client, notably its name and logo, as a commercial reference, in its commercial documents in any form and on any medium whatsoever, including its website.

10. Collaboration

The Parties undertake to use commercially reasonable efforts to ensure that the performance of the Agreement is carried out in accordance with the terms of this Agreement. If agreed to by each of the Parties in writing in accordance with the amendment requirements of this Agreement, the contractual relationship may be modified to adapt changes in the Parties' requirements.

The Client agrees that the Service Provider may use the contact details of the Administrator or contacts in connection with the supply of the Service to communicate with the Client for the purposes of (i) conducting surveys

or performing verifications relating to the Service, including its functionalities, ease of use, and the Client's assessment thereof, (ii) providing the Client with information relating to the Service, or (iii) for any other reason relating to the Service.

11. Financial Terms

The fee for and duration of the subscription to the Service and the fee for and duration of any other services are set out in the STC.

11.1 Invoicing and payment terms

The Service, the set-up fee and the other services will be invoiced in advance. Subsequent invoices will be issued when the subscription is deemed renewed. The first invoice will be issued on the date of signature of the STC. The initial order issued by the Client under the Agreement will remain valid for future annual payments.

Invoices will be issued by the Service Provider and sent by e-mail, with a document in PDF format attached, to the e-mail address set forth in the STC.

Any procedure specific to the Client on the issuance and/or payment of invoices (special mention, communication process, etc.) must be communicated to the Service Provider before execution of the Agreement and set forth in the STC. Failing that, no such procedure shall constitute a reason for absence or delay in payment.

Any invoice not disputed in writing by the Client within ten (10) business days of its issue date shall be deemed to have been accepted by the Client, and the undisputed part of the invoice in question must be paid within the contractual term.

11.2 Accommodation and travel expenses

The Client agrees to pay all reasonable expenses for accommodation, subsistence and travel incurred by the Service Provider in supplying any Services at Client's premises, after prior approval by the Client.

11.3 Payment terms

Invoices will be payable within thirty (30) calendar days of receipt by bank transfer in accordance with the STC.

Without prejudice to any damages, failure by the Client to pay an invoice on its due date shall automatically result in, without any notice being provided to the Client (the Client hereby knowingly and voluntarily waiving any right to notice):

- the application of late payment interest at a fixed interest rate of 5%, without prior notice and as from the first day of late payment; and
- payment of the fixed late payment fee of \$40;

In addition, and without prejudice to any damages, in the event of non-payment within thirty (30) days after written notification, the Service Provider shall be entitled to (i) temporarily suspend the access to the Service and /or additional services until the fee and all late payment fee and interest has been paid, and/or (ii) automatically terminate the Agreement in accordance with clause 17 of the Agreement (Termination clause). It is expressly agreed that such suspension of the Service shall not constitute a breach of the Service Provider's contractual obligations and the Client shall bear all the consequences thereof, in particular the costs of reactivation of the Service. The Client hereby acknowledges and agrees that the late payment interest rate and fixed late payment fee, and any other remedies provided for hereunder, are reasonable in the event that the Client fails to pay an invoice when due.

11.4 Revision

The fees set forth in the Agreement correspond strictly to the limitations on the use of the Services set out in the STC. Any change in these STC, such as an extension of the subscription period, an increase in the number of Boards, Seats or Users, or the subscription of options, will give rise to additional charges.

The Service Provider will revise the amount of the subscription each year. The annual increase shall be the greater

of either the annual variation in the Consumer Price Index ("CPI) or a 5% increase.

In the event that the CPI is applied, the subscription fee will then be revised according to the following formula:

$$P1 = P0 \times (C1 / C0)$$

P1: new fee

P0: original agreement fee or last revised fee

C0: CPI reference index, used at the original contractual date or at the date of the last revision

C1: latest CPI index published as of the revision date

In the event of the disappearance of the CPI, the Parties shall define together, by mutual agreement, a replacement index which shall be as close as possible to the disappeared index.

At each renewal term of the Agreement, the Client may notify the Service Provider of its intent to reduce the limitations on the use of the Service (in particular, reduction in the number of Users, reduction in the subscription options). This request for a reduction must be notified to the Service Provider no later than three (3) months before the end of the then current contractual term, and may result in a reduction in the subscription fee from the next renewal date.

11.5 Collection of Applicable Sales and Use Taxes

If the Service Provider reasonably believes that the payment of any fee under this Agreement shall give rise to any applicable state or local sales or use tax, the Service Provider shall be entitled: (i) to collect from Client such tax in addition to any fees due under this Agreement; and (ii) to remit such tax to the appropriate jurisdiction imposing such tax on behalf of the Client. Client hereby agrees to indemnify and hold harmless Service Provider with respect to any sales and use taxes imposed on Client with respect to the payment of fees under this Agreement.

12. Intellectual Property Rights

Each Party remains the owner, or licensee as the case may be, of its methods and know-how, development tools, software, software packages, documents, databases, general and/or specific programs, services, trademarks, logos and all other rights, including Intellectual Property Rights, of which it is the owner, or for which it benefits from a license, prior to the signing of the Agreement and for the duration of the Agreement. Nothing in this Agreement transfers ownership of the foregoing.

In particular, it is specified that the Service Provider is and remains the owner of the property rights and of any Intellectual Property Rights relating to any element and / or feature of the Service. Similarly and in general, the Service Provider remains the owner of the results of any work carried out in the context of the additional services and in general of all services under the Agreement.

The Agreement does not grant the Client any intellectual property rights to the Service or any part thereof. The Service Provider grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Service for the duration of the Agreement and throughout the world.

The right of use granted to the Client is limited to access to the Service by the Client. Consequently, the Client undertakes not to, unless otherwise provided by law, directly or indirectly:

- reverse engineer, adapt, reproduce, modify, translate, arrange, distribute, or decompile the Service, without this list being limitative ;
- sub-license, resell, rent, lend, place in trust, distribute, dismember, market or transfer, or assign the rights granted under this Agreement, and in particular the right to access or use the Service;
- provide the Service to any third party other than an Affiliate, provided that the Affiliate assignee does not, and is not expected to, compete with the Service Provider;
- remove or alter any copyright, trademark or other intellectual property rights attached to the

Service.

The Client grants the Service Provider a right of access and use of the Data, solely for the purpose of (i) performing its obligations under this Agreement for the duration of the Agreement, (ii) maintaining and improving the performance and quality of the Service, (iii) compiling statistics, or (iv) as otherwise permitted under this Agreement.

The Service Provider undertakes to comply with the Data security requirements during the entire duration of its retention.

13. Assignment

The Client may assign its rights and obligations under the Agreement, whether in whole or in part, only to an Affiliate whose business does not and is not expected to compete with the business of the Service Provider. Prior to any such assignment to an Affiliate, the Client shall notify the Service Provider of such assignment, and the notification shall identify the assignee, and certify that the Affiliate assignee does not, and is not expected to, compete with the Service Provider. By virtue of such notification, the Affiliate shall be obliged to comply with all the obligations set out in this Agreement, the Client remaining jointly and severally liable for the Affiliate's obligations.

The Service Provider may assign (without the consent of the Client) all or part of its rights and obligations under the Agreement to any Affiliated with the Service Provider, any Person taking over the operation of the Service (whether by acquisition or otherwise), or any Person acquiring the assets needed to provide such Service, substantially all of the assets of the Service Provider, the Service Provider's business line related to the Service, or in connection with a merger or similar transaction. The Service Provider shall give prior notice of such assignment to the Client and the notice shall mention the identity of the assignee.

14. Liability

Notwithstanding any other provision contained in the Agreement, (A) in no event will the Service Provider's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence, and to the fullest extent permitted by applicable law, gross negligence and willful or intentional misconduct) or otherwise, exceed in the aggregate the total fees paid or owed by Client in respect of the twelve (12) month period immediately preceding the date on which the claim arose, and (B) Service Provider shall have no liability to the Client whether arising out of or related to breach of contract, tort (including negligence, gross negligence, and willful or intentional misconduct) or otherwise for any indirect, consequential loss or damage, loss of profit, loss of Data, loss of customers or business interruption suffered by the Client.

The Parties acknowledge that the fees for Services under this Agreement reflects the allocation of risks arising from the Agreement, as well as the economic balance intended by the Parties, and that the Agreement would not have been entered into on these terms without the limitations of liability set forth herein.

THE SERVICE PROVIDER PROVIDES ALL SERVICES UNDER THIS AGREEMENT "AS IS," ON AN "AS AVAILABLE" BASIS, AND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

THE SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF, OR INTELLECTUAL PROPERTY RIGHTS IN, DOCUMENTS GENERATED BY THE MODULES SET FORTH IN THE SLA.

15. Mutual independence

Each Party is independent and acts on its own account and under its own responsibility; in particular, it remains solely responsible for its actions, acts, allegations, commitments and services.

Nothing in the Agreement shall be construed as creating between the Parties a company, an association, joint venture, partnership, employee/employer relationship, or any form of grouping or constituting any form of subordination as Service Provider is merely acting as a service provider to the Client pursuant to the terms hereof, and providing the Service.

The Service Provider will have sole authority to give instructions to its personnel, who will continue to operate under its sole hierarchical, legal and disciplinary authority.

The Service Provider's personnel who provide services on the Client's premises will be subject to the Client's safety and health regulations.

16. Force majeure

Neither of the Parties will be held liable for any breach of its obligations under the Agreement, if such breach results from an event beyond the control of the obligated Party which could not reasonably be foreseen and the effects of which cannot reasonably be avoided by appropriate measures, and in particular due to a government decision, including any withdrawal or suspension of authorizations of any kind whatsoever; a total or partial strike, whether internal or external to the company; a fire; a natural disaster; a state of war; pandemic or endemic; a total or partial interruption or blockage of telecommunications or electricity networks; or more generally, any other event of force majeure that has the characteristics defined by the law and case law.

The Party affected by the event shall immediately inform the other Party of its inability to perform its obligations under the Agreement.

If the event of force majeure, the performance of the obligation shall be suspended without liability to the obligated Party until the event of force majeure has ceased. If an event of force majeure lasts more than 30 days, either Party may terminate this Agreement upon 30 days prior written notice and the Parties shall be released from their obligations.

17. Termination for cause

In the event of non-compliance by one of the Parties with one of its material obligations under this Agreement or the STC and such non-compliance is not a result of the occurrence of any event of force majeure, the Agreement may be terminated at the discretion of the non-defaulting Party. This termination shall come into effect upon thirty (30) days' prior written notice by the non-defaulting Party to the defaulting Party, which has remained without effect, without prejudice to the other rights and responsibilities of the Parties.

18. Return of Data

In the event of termination of this Agreement, for whatever reason, the Service Provider undertakes to return, free of charge, at the first written request of the Client and within a maximum period of thirty (30) days from the date of receipt of this request, a copy of all the Data.

The Data to be returned shall be transferred to the Client in a standard format readable in an equivalent environment. This service will be provided subject to full payment by the Client of the amounts due to the Service Provider.

19. Entire Agreement

The Agreement represents the full and entire agreement between the Parties. Any waiver by a Party with respect to all or any of the commitments, covenants, agreements or obligations shall not constitute an amendment of the Agreement, nor will it generate any right whatsoever.

The nullity, lapse, lack of binding force or unenforceability of any of the provisions of the Agreement shall not entail the nullity, lapse, lack of binding force or unenforceability of the other provisions, which shall retain all their

effects. The Parties may, by mutual agreement, agree to replace or modify the invalidated provisions.

Acceptance, including signing and delivery, of the Agreement by electronic means shall have the same probative value between the Parties as a written document signed by hand on paper. The contractual documents shall be archived on a reliable and durable medium that can be produced as proof.

This Agreement, excluding the STC, may be modified at the sole discretion of the Service Provider.

The STC may only be modified by an amendment thereto signed by the Parties.

Unless otherwise specified, the contractual deadlines (days and hours) refer to business days and hours in Wilmington, Delaware.

20. Governing Law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required.

Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b) that service of process may, to the fullest extent permitted by law, be made on such party by prepaid certified post mail with a proof of mailing receipt validated by the United States Postal Service or other post mail service constituting evidence of valid service, and that such service shall, to the fullest extent permitted by law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

In the event of any difficulty in the performance or interpretation of the Agreement, the Parties will attempt to reach an agreement out of court, before referring the matter to a competent court.

To this end, both Parties will appoint a representative from its senior management. These representatives shall be responsible for meeting and reconciling the views of each of the Parties within one (1) month of the request of the most diligent Party. In the event of an amicable agreement, a memorandum of understanding or an amendment to the Agreement shall be signed between the Parties.

If no agreement is reached within the aforementioned period, each of the Parties may exercise its full rights and remedies under this Agreement, at law and in equity.