

## CHD EXPERT General Terms and Conditions

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These General Terms and Conditions (“**GTC**”), effective as of the date indicated in the Product Order (the “**Effective Date**”), is by and between one of CHD EXPERT Group’s companies (as specified in the Product Order) (“**Provider**”), and the entity that Provider is providing the service (the “**Service(s)**”) to pursuant to a Product Order (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Customer’s identity and contact details and the specific services ordered by Customer as well as the specific terms and conditions applicable thereto are identified in separate product order forms (a “**Product Order**”).

### 1. **Contract Formation:**

The hereof GTC contains the general terms and conditions applicable between the Parties and shall be implemented through orders materialized in Product Orders executed by both Parties. Consequently, the contractual relationship between the Parties is governed by the executed Product Order(s) and the hereof GTC (together the “**Global Agreement**”). If any terms of these GTC conflict with a Product Order, then the Product Order shall prevail. These GTC, and the Product Order(s) constitute the entire agreement between the Parties and supersedes any prior negotiations, representations and promises, written or oral with respect to the subject matter hereof.

No agreement or understanding, oral or written, purporting to modify these GTC shall be binding on Provider unless it is made in writing, within a Product Order, specifically stating that it is a modification of these GTC, and signed by an authorized representative of each Party. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any of these GTC. Any terms and conditions contained in any other form of communication from Customer that is additional to or different from the Global Agreement shall be deemed rejected by Provider.

### 2. **Services and Grant of Rights**

The Global Agreement governs Provider’s performance of Services to Customer, subject to the payment of applicable Fees by Customer, as described below. Depending on the Services chosen by Customer within Product Order, Provider may provide one or several Services including but not limited to those listed below.

#### 2.1. **Access to the Platform**

**2.1.1. General:** The Global Agreement namely governs Customer’s permitted users’ access and use of (a) Provider’s proprietary platform that is made available to the Customer i.e. a SAAS tool for the consultation and the export of data provided (the “**Software**”) including, if required, the Specific Applications ordered by the Customer (the “**Specific Applications**”), and of (b) Provider’s database of data and information, that is made available to the Customer, in whole or in part, and the proprietary organization and structures for categorizing, sorting and displaying such data and information (the “**Database**”), that the Provider may license to the Customer.

The characteristics of the Software and Database available as of the day of signature of the Product Order are described in the Product Order. The Software and Database provided pursuant to the Global Agreement, as specified in the applicable Product Order, including any updates and modifications thereto, shall be defined as the “**Platform.**”

**2.1.2. Training:** Access to the Platform includes a one-hour remote training session by Provider to show the Customer and its Permitted Users how to use the Software. Any additional training requested by the Customer will be quoted separately.

**2.1.3. Maintenance:** Provided the Customer pays the entire sums due to the Provider as agreed in the Product Order, access to the Platform includes monitoring, management and maintenance of the Provider’s Platform (including the Software, the Specific Applications (if any) and the Database), as well as performance and quality of service management, during the Term. Customer shall provide notice of any non-conformance to Provider in sufficient detail to allow Provider to correct such non-conformance. Except as may be agreed upon in Product Orders by the Parties, Customer is responsible for the installation of upgrades to the Software. All software and materials provided by Provider pursuant to the maintenance services shall become part of the Software. All Services hereunder shall be performed in a workmanlike manner.

## **2.2. Other Services**

**2.2.1. Provision of Extracts:** Provider may provide Customer with single extracts from the Database (“**Extracts**”), in a format defined in the Product Order (e.g., Excel files, application programming interface (API), etc.).

**2.2.2. Matching:** Software is a content management tool that is intended to work in conjunction with data that may be provided by Provider and/or by Customer or third parties (“**Customer Data**”). In the latter case, Customer is responsible for acquiring any additional third-party data to be used with the Software. Furthermore, Services may include Provider’s review, analysis, cleaning and correction of Customer Data used with the Software (“**Matching**”).<sup>1</sup>

**2.2.3. Specific Applications:** Provider may develop Specific Application(s) to the Software at the Customer’s request. These Specific Applications will be the subject of an additional specification, a detailed quotation and, if the said quotation is accepted, the related invoicing. Specific Applications become part of the new version of the Software. Provider shall retain sole ownership of the intellectual property rights in such Specific Applications. Provider shall not be prevented in any way from developing for its own account or for the account of other customers, developments of the Software which are identical or similar to the Specific Applications requested by the Customer under the Global Agreement.

**2.2.4. Communication services:** Provider may organize communication operations on behalf of the Customer, namely by printing and routing commercial or prospecting letters, emailing, text messages, etc. depending on the Services and options chosen in the Product Order. Provider will not be liable for the content of the communication which is provided by Customer. Furthermore, the data relating to the recipients of the communications, from the Database, is not communicated to the Customer and remains the property of the Provider.

**2.2.5. Telemarketing campaigns:** Provider may organize telemarketing operations on behalf of the Customer. The details relating to the telemarketing campaign and to the targets to be interviewed are defined in the Product Order. Provider will not be liable for the content of the questions that is provided by Customer. Furthermore, the data relating to the recipients of the communications, from the Database, is not communicated to the Customer and remains the property of the Provider.

**2.2.6. Non-exhaustive list of services:** The above list of Services is not exhaustive. All Services agreed between Provider and Customer are governed by the Global Agreement. Unless agreed otherwise in the Product Order, Provider shall retain the property of the data communicated to the Client and/or used by the Provider in order to provide the Services.

### **3. Usage Rights and Prohibitions:**

**3.1. Permitted User:** A “**Permitted User**” is an individual who is an employee, representative, contractor, or agent of Customer and who has been designated by Customer to Provider as a user of the Platform or as an authorized user of any data or information downloaded from Database by Customer or by Provider (including Extracts) (“**Licensed Information**”).

Customer shall ensure Permitted Users comply with the Global Agreement and shall be responsible for a Permitted User’s breach of the Global Agreement. If a Permitted User ceases to meet the foregoing qualifications, Customer shall immediately notify Provider, and such Permitted User’s access shall be terminated or reassigned. Provider shall provide Customer with the ability to assign each Permitted User with a username and other information necessary to access the Platform. Customer may ask the Provider to change the list of Permitted Users over time in order to accommodate notably departure of employees, and/or changes of job functions.

The use of subcontractors by Customer to process data from the Database requires the Provider’s prior written agreement. In any case, Customer guarantees that the use of the Database by its possible subcontractors will be in compliance with the Global Agreement and that these subcontractors will carry out all technical and organizational measures to protect their use. Customer will bear all the direct or indirect consequences of a possible misappropriation of whole or part of the Database or of unauthorized use.

**3.2. Permitted Use:** Depending on the Services chosen by Customer within Product Order, and subject to the payment of all applicable Fees, Services may include **(a)** a non-exclusive non-transferable right to access and use the Software; and/or **(b)** a non-exclusive non-transferable right to access and use whole or part of the Licensed Information. Such license rights are granted for the duration defined in the Product Order (“**Term**”) and territory specified in the Product Order.

Customer’s use of the Licensed Information shall comply with Customer’s privacy policies, all applicable privacy and marketing laws, and all principles and/or best practices.

**3.3. Prohibited Use:** Customer shall not, nor shall it permit any employee, consultant, Permitted User or third party to use the Platform or Licensed Information for any purposes

beyond the scope of the access granted in the Global Agreement. In no event shall Customer or Permitted Users: **(a)** access or use the Platform or Licensed Information if it is a direct or indirect competitor of Provider; **(b)** provide any portion of the Platform or Licensed Information to any entity or person which Customer knows or reasonably should have known is a competitor of Provider; **(c)** allow anyone other than a Permitted User to access or use any portion of the Platform or Licensed Information; **(d)** distribute, sublicense, transfer, sell, offer for sale, lease, disclose, rent, lend, assign, distribute, publish or otherwise make available any portion of the Platform or Licensed Information, in any form or manner, including, without limitation, in a service bureau, rental or time-sharing environment, to or for the benefit of any third party (including any company of the same group of companies as long as it has a different corporate registration number); **(e)** or utilize the Platform for other than internal purposes ; **(f)** make copies of the Platform or License Information other than for a reasonable number of copies for back-up and disaster recovery purposes or except with Provider's prior written permission; **(g)** use any portion of the Platform or Licensed Information in a manner that would violate any third party's intellectual property rights or international, regional, state, or local law or regulation that may be applicable; **(h)** reverse engineer, disassemble, decompile, decode, adapt, creating derivative works, translating or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; **(i)** remove any proprietary or copyright notices from the Platform or Licensed Information; **(j)** attempt to test, scan, probe, or hack the Platform or any underlying software, servers, or networks or breach the security, authentication, or encryption measures; **(k)** attempt to interfere with the Platform by overloading, flooding, or causing a denial of service to Customer or third parties; **(l)** use or attempt to use any engine, software, tool, agent, or other device or apparatus, method, or mechanism (including without limitation browsers, spiders, robots, or intelligent agents) to scrape or collect data from the Platform through manual or automated means, including in any manner inconsistent with the use of a single Permitted User.

**3.4. Suspension or Limitation:** Notwithstanding anything to the contrary in the Global Agreement, Provider may suspend or limit Customer's and/or any Permitted User's access to any portion or all of the Platform if Provider reasonably determines that **(a)** there is a threat or attack on the Platform, Provider Intellectual Property or Provider's Confidential Information; **(b)** Customer's or any Permitted User's use of the Platform disrupts or poses a security risk to Provider or to any other customer or vendor of Provider; **(c)** Customer, or any Permitted User, breaches one of its material obligations under these GTC, in particular if Customer does not pay the applicable Fees; **(d)** Provider's provision of the Platform to Customer or any Permitted User is prohibited by applicable law, regulation or decision of any court or authority having jurisdiction; **(e)** for maintenance purposes. If any event, Provider will make its best efforts to provide prior written notice of any suspension or limitation. The provider will make its best efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the suspension or limitation is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Permitted User may incur as a result of a suspension. Unless indicated otherwise by Provider, Customer shall continue to be responsible for Subscription Fees for any such interrupted or suspended period.

#### **4. Customer's Obligations:**

**4.1. General:** Customer undertakes to perform in good faith its obligations under the Global Agreement and comply with all applicable laws and regulations. Customer undertakes in particular to provide Provider with any information which is necessary or useful and/or which may have an impact on the proper performance of the Services and to answer any question asked by Provider in a diligent manner.

**4.2. Customer's obligations in relation to access to the Platform:** Customer agrees to access and use the Platform, Licensed Information and any other information obtained, or derived, from the Platform solely during the Term of the Global Agreement (as defined in the Product Order), in accordance with the terms and conditions of the Global Agreement and in compliance with all laws and regulations that may be applicable to Customer. Customer shall provide, in writing, the names and work email addresses of Customer's Permitted Users in order for such Permitted Users to be allowed by Provider to access the Platform.

Customer is responsible for obtaining all hardware, software and other equipment or connections necessary for its Permitted Users to access and use the Platform, including as it may be modified or changed by Provider. Customer is responsible for its and the Permitted Users' use of the Platform. Customer acknowledges that an Internet connection is essential to use the Platform and is personally responsible for obtaining one. Customer is responsible for the security of its Permitted Users' usernames and passwords, and responsible for any use of the Platform through said usernames and passwords. Customer shall take commercially reasonable efforts to prevent unauthorized access to and use of the Platform and unauthorized disclosure of usernames and passwords, including, without limitation, by notifying Provider when a Permitted User ceases working for Customer. To the extent Customer becomes aware of any unauthorized access to or use of the Platform, or any unauthorized disclosure or misuse of usernames and passwords assigned to Customer or its Permitted Users, Customer shall promptly notify Provider and cooperate with Provider's efforts to mitigate any possible damage or further occurrence.

If Customer uses the Software in conjunction with Customer Data, Customer warrants that the Customer Data does not and will not contain any content, materials, advertising or services that are inaccurate or that infringe or violate any law, regulation, or any right of any third party, including without limitation copyright, trade secret, trademark, patent, confidentiality, any export laws, or any proprietary right, contract, morality, public law or right of privacy, or any other third party right, and that Customer owns such data or has the right to use it and to process it through the Software.

## **5. Fees:**

In consideration for the provision of the Services, Customer shall pay Provider the subscription and/or flat fees (the "**Fees**") as set forth in an applicable Product Order.

Services provided on a subscription basis (e.g. access to the Platform) shall be rendered in consideration for the payment of a "**Subscription Fee**". The provision of one-off Services by Provider is subject to the payment of a lump sum (the "**Flat Fee**").

All Subscription Fees are non-refundable and non-cancellable.

**5.1. Expenses:** In accordance with the provisions of the applicable Product Order, Customer shall reimburse Provider for the duly justified expenses incurred by the Provider in the performance of the Services, including notably : travel, food, and lodging expenses, communication charges and other out of pocket expenses incurred in connection with rendering Services. Any such expenses shall be billed based on the actual expense and such charges will be supported by appropriate documentation.

**5.2. Taxes:** VAT, sales taxes, withholding taxes and similar types of taxes will be invoiced to the Customer, which agrees to pay the Provider for such taxes, excluding tax on Provider's income levied in France or in any country where the Provider has a fixed place of business. In the case of a double tax treaty providing for the application of a reduced tax rate or a zero rate, the Parties agree to furnish as soon as possible, and, if necessary in advance of any payment, all documentation contemplated for the application of the treaty. If the treaty entitles the Provider to a tax credit in France against the tax levied in the Country of the Customer, the amount corresponding to the tax levy shall not be added in the invoice. In any event, the Customer shall be responsible for carrying out any and all formalities requested by the law in its Country in order to obtain any withholding taxes exemption. Such tax clause will remain in force until the end of the Global Agreement.

**5.3. Late payment of invoices:** The Customer shall timely pay the Provider all invoices within 30 calendar days from date of invoice. Any invoice remaining unpaid after the due date shall accrue interest at the maximum legal rate for late payments, i.e. European Central Bank (ECB) semi-annual key rate, effective on 1<sup>st</sup> January or 1<sup>st</sup> July, plus 10 percentage points. Furthermore, a flat-rate compensation of 40 € is due to the Provider for collection costs for all late payments. Customer agrees to reimburse Provider for all expenses and costs, including, without limitation, collection agency costs and reasonable attorneys' fees, incurred by Provider to collect unpaid amounts.

**5.4. Variation in number of data:** The Customer is informed that the number of data to be provided by Provider as agreed in the Product Order may vary with a maximum tolerance of five (5) percent without modification of the Fees agreed in the Product Order. Any exceeding of this threshold shall be submitted to the Customer for acceptance before invoicing by the Provider.

## **6. Representation and Warranties:**

Each Party represents and warrants that it has all requisite power and authority to enter into and carry out the terms of the Global Agreement, and that the Global Agreement has been duly authorized by all necessary actions.

## **7. Term and Termination:**

### **7.1. Term:**

**7.1.1. Subscriptions services:** The Global Agreement shall come into force on the Effective Date (which corresponds to the date of first access to the Platform, or the date of first

performance of the services) and continue for the Term as defined by the Parties in the applicable Product Order.

**7.1.2. One-off Services:** The Global Agreement shall come into force on the Effective Date, which corresponds to the date of performance of the Services and continue until the complete performance of each Party's obligations.

## **7.2. Termination:**

**7.2.1. Early termination:** Each Party may terminate the Global Agreement immediately **(a)** in the event of a breach by the other Party of any of its material obligations under the Global Agreement, if such breach is not remedied within thirty (30) calendar days following the written notice by registered letter with acknowledgement of receipt of the breach by the non-defaulting Party, subject to a written notice by registered letter with acknowledgement of receipt of its decision to make termination effective, without prejudice to the damages that it may claim for compensation of the prejudice incurred or **(b)** after providing Customer with sixty (60) days' notice, Provider ceases delivery of a particular Service, in which case Provider will refund a portion of the pre-paid Customer Fees prorated based upon the discontinued Service and the remaining period of the Term. In the case where a Party would wish to terminate totally or partially only one or several Product Orders, the Global Agreement, including the Product Orders other than those expressly terminated, shall remain effective.

**7.2.2. Consequences of Termination:** Upon termination of the Global Agreement for any reason whatsoever, (i) Provider shall have no further obligation to Customer and (ii) Customer shall pay Provider all Fees for Services provided at the date of expiration or termination and cease using the Platform and Licensed Information if such use was included in its Services. Within thirty (30) calendar days after the expiration or termination of the Global Agreement, Customer shall permanently destroy any Licensed Information it may have had access without retaining any copy and shall certify in writing such destruction to Provider upon request. Similarly, upon termination of the Global Agreement for any reason whatsoever, subject to Customer complete payment of all amounts outstanding or pending as of the effective date of termination, Provider shall cease use of Customer Data if applicable.

## **8. Ownership, Intellectual Property:**

**8.1.** Customer acknowledges that Provider and its licensors have and shall retain exclusive ownership of all proprietary rights to the Platform and Licensed Information, including but not limited to the content, layout, functions, features, code, appearance, patents, copyrights, derivative works thereof, trademarks, trade secrets, database rights and other intellectual property rights that form a part of, or are otherwise related to, the Platform, the Licensed Information and the interface (collectively, the "**Provider Intellectual Property**"), throughout the world regardless of the laws under which any such rights arise, and all derivative works or improvements thereof. All rights, titles and interests in all original materials created pursuant to the Global Agreement by Provider shall be and remain its sole and exclusive ownership, including rights in Specific Applications. Customer acknowledges and agrees that the development and maintenance of the Platform may be, in part, subcontracted to a third party.

**8.2.** Customer does not and will not have any ownership rights in the Provider Intellectual Property or any part thereof, nor shall it challenge Provider's rights in and to the same. If Customer or any of its Permitted Users sends or transmits any communications or materials to Provider suggesting or recommending changes to the Provider Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its Permitted Users, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

**8.3** Provider warrants that it owns all the intellectual property rights and/ or all authorizations in or to the Platform, Licensed Information and all elements necessary to the performance of the Service. In particular, Provider warrants the Customer against any and all claims, oppositions, proceedings and demands from third parties claiming that the use by the Customer, in full compliance with the Global Agreement, of the Platform, Licensed Information and/or other Provider's Services would be an infringement of any pre-existing intellectual or industrial property rights and/or would constitute acts of unfair competition (a "**IP Claim(s)**"). As a result, Provider will defend and hold harmless Customer against any and all IP Claims and pay all costs, damages and expenses (including reasonable legal fees) awarded against Customer by a court arising out of any such IP Claim.

## **9. Confidentiality:**

**9.1. "Confidential Information"** shall mean any information provided by a Party to the other Party that is reasonably considered confidential given the circumstances of disclosure and the nature of the information. Confidential Information shall include all research, development or business plans, customer and vendor information, operations, systems, policies, procedures, practices, data and information in the Platform, Licensed Information and/or other business or financial information of Provider, including any software.

Confidential Information does not include information **(a)** generally available to or known to the public; **(b)** previously known to the recipient; **(c)** independently developed by the recipient outside the scope of the Global Agreement as shown by written evidence; or **(d)** lawfully disclosed by a third party.

Each Party agrees that it, as receiving Party, shall: **(a)** treat all Confidential Information of disclosing Party as private and confidential and restrict access to Confidential Information to its Permitted Users, employees, representatives or agents with a need to know, engaged in a use permitted under the Global Agreement, and bound by a confidentiality obligation imposing to respect the terms and conditions defined in this article; **(b)** not use any Confidential Information of disclosing Party other than in furtherance of the Global Agreement; **(c)** not, without the written consent of disclosing Party, reproduce, use, publish or otherwise disclose to anyone other than Permitted Users, employees, representatives or agents of receiving Party who have a need to know under confidentiality obligations



substantially similar to the terms of the Global Agreement, or permit anyone to reproduce, use, publish or disclose to others, any Confidential Information belonging to the disclosing Party. Receiving Party shall remain liable to disclosing Party for any breach of confidentiality obligations set forth herein by any of receiving Party's employees, representatives or agents; and **(d)** use no less than commercially reasonable efforts to ensure the privacy, confidentiality and security of disclosing Party's Confidential Information.

This confidentiality obligations shall survive the termination or expiration of the Global Agreement for a period of five (5) years.

**9.2. Personal data.** To the extent that under the Global Agreement, either Party transmits or receives personal data in the meaning of Regulation (EU) 2016/679 General Data Protection Regulation (the "**GDPR**") (the "**Personal Data**"), such Party shall comply with all applicable laws, rules, and regulations regarding data protection, privacy, e-privacy and the lawful processing of Personal Data ("**Applicable Privacy Laws**"). Customer shall at all times comply with Applicable Privacy Laws when processing data in connection with the Agreement, including any data it has received or that has otherwise been made available to it in connection with the Platform (including, but not limited to, Licensed Information). To the extent the Provider processes Personal Data on Customer's behalf, each Party shall comply with the Provider's Data Processing Agreement, available at <https://datassential.com/dpa/>. This Data Processing Agreement forms part of the Global Agreement.

## **10. Warranties:**

### **10.1. Customer's Warranties**

Customer warrants that Customer Data do not and will not (i) infringe third parties' intellectual property rights, (ii) third parties' privacy, (ii) be defamatory and (iv) more generally violate any legal provision. Customer warrants that Customer Data has been obtained lawfully, in compliance with data subjects rights.

Customer will hold harmless and indemnify Provider from any claims, losses, deficiencies, damages, liabilities, costs and expenses incurred by Provider as a result of any third party claim (i) arising from Customer's use of the Platform or Licensed Information in breach of the Global Agreement; (ii) relating to Customer's infringement of intellectual property rights or breach of Applicable Privacy Laws or (iii) resulting from Customer's documents, Data and content communicated to Provider under the Global Agreement.

### **10.2. Provider's Warranties**

Provider warrants, for a period of 90 calendar days as from the Effective Date or the delivery of the Specific Applications, that the Platform (including the Specific Applications if any) substantially conforms to the specifications set forth in the applicable Product Order. Customer's remedy for Provider's breach of the above warranty is (i) re-performance of the disputed Services or Maintenance Services in a reasonable time frame or, if not possible, (ii) refund of the price of the disputed Services.

Provider cannot warrant that the Platform will be error or bug free. In case Customer identifies any non-conformity, bug or error, it can notify it to Provider in writing. Provider  
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undertakes to use its best efforts to promptly correct it. Provider cannot warrant the continuity of services carried out via Internet, phone and postal networks, over which it has no control. Provider cannot be held liable for possible malfunctions, unavailability, bad transmission or reception of messages or slowing down of the Services resulting from this.

Provider undertakes to maintain security procedures (as the same may be revised from time to time so as to maintain security) with a purpose to protect Platform from unauthorized access and disclosure other than as permitted by the terms of the Global Agreement.

Provider undertakes to update regularly the Database' content.

PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. WITHIN THE LIMITS OF WHAT IS STATED ABOVE, THE PLATFORM, LICENSED INFORMATION AND ALL PROVIDER'S SERVICES ARE BEING PROVIDED "AS IS" AND PROVIDER EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, SECURITY, COMPLETENESS AND ACCURACY. PROVIDER DOES NOT WARRANT ANY INCREASE IN THE CUSTOMER'S MARKET SHARE OR REVENUE AS A RESULT OF USING THE PLATFORM.

MOREOVER, CUSTOMER'S USE OF THE PLATFORM, LICENSED INFORMATION AND OTHER PROVIDER'S SERVICES FOR WHATEVER PURPOSE WHATSOEVER IS AT CUSTOMER'S OWN RISK. THERE IS NO WARRANTY THAT THE PLATFORM OR LICENSED INFORMATION WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SERVICES OR PROVIDE THE RESULTS DESIRED.

#### **11. Non-solicitation:**

During the term of the Global Agreement and for twenty-four (24) months subsequent thereto, neither the Provider nor the Customer shall, without the other Party's prior written approval, solicit for employment nor employ, directly or indirectly (either as an employee, contractor, independent agent, or representative of another vendor), any of the other Party's employees, representatives or agents who have been involved in the performance of the Global Agreement. The restriction contained in the preceding sentence shall also be applicable to any employees whose employment is terminated for any reason and who have been involved in the performance of the Global Agreement, and in such case, it shall be applicable for a period of one year commencing on the date on which such employment is terminated.

In case of breach of the above obligation, the Party in breach shall pay the other Party an indemnity equal to the salary paid to the employee, representative or agent hired away during the twelve (12) months preceding his departure, including the agent's, representative's and employer's shares of payroll taxes.

#### **12. Assignment:**

The Global Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors in interest and permitted assigns, except that neither the Global

Agreement nor obligations hereunder shall be assigned or transferred by Customer without the prior consent of Provider. Provider may assign the Global Agreement at any time without Customer's consent, provided that such assignment is notified to Customer.

### **13. Corporate Marketing:**

Customer consents to Provider using Customer's name and logo worldwide on any medium (printed marketing documents and on Provider's website and social media accounts) solely to identify Customer as a client by inclusion in Provider's "customer list" used in connection with Provider's marketing efforts during the performance of the Global Agreement and until ten (10) years after the termination of the Global Agreement. Any additional use of Customer's name and logo shall require Customer's prior written consent before first use.

### **14. Notices:**

All notices, requests, approvals, consents and other communications required or permitted under the Global Agreement shall be in writing and sent by registered letter with acknowledgement of receipt to the addresses set forth in the Product Order, with a copy sent by email with return receipt requested, to the contact person designated by each Party in the Product Order. Notice is deemed given when the letter is received.

### **15. Force Majeure:**

If and to the extent that a Party's performance of any of its obligations pursuant to the Global Agreement is prevented or delayed by fire, acts of war, terrorism, riots, disease, epidemic or pandemic, or any other similar or dissimilar exterior and unforeseeable cause beyond the reasonable control of the performing Party (each, a "**Force Majeure Event**"), then the affected Party shall not be liable for such non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues.

For the avoidance of any doubt, general social conflicts and strikes at the premises of one of the Party are not considered as Force Majeure Events. Furthermore, Provider is not responsible for Customer's internet connection or service, and is not responsible for issues relating to availability, performance, privacy or security resulting from the use of the internet or third party networks to transmit data.

If such Force Majeure Event continues for a period of thirty (30) consecutive days or more, either Party shall have the right to terminate the Global Agreement effective at any time during the continuation of such Force Majeure Event by giving the other Party at least ten (10) business days written notice to such effect.

### **16. Indemnification:**

**16.1.** Customer agrees to indemnify, defend and hold harmless Provider, its officers, directors, employees, shareholders, agents, partners, representatives, successors and permitted assigns, and defend any action brought against same with respect to any and all actual or threatened third party claims, liabilities, demands, causes of action, damages,

debt, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit (collectively "**Claims**"), arising out of or in connection with (i) Customer's (including its employees, agents and contractors) breach or alleged breach of any representation, warranty or obligation under the Global Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) Provider's use of any data, content or other material provided by the Customer that infringes or violates any rights of third parties, including, without limitation, right of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

Customer's indemnity obligation is subject to the following conditions: (a) Provider must give Customer prompt written notice of a Claim; (b) Customer must have exclusive control of the defense of the Claim; and (c) Provider must cooperate in the defense of the Claim and provide all information in its possession or control that may be requested by Customer, at Customer's expense.

**16.2.** Provider agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, shareholders, agents, partners, representatives, successors and permitted assigns, and defend any action brought against same with respect to any IP Claims by third parties .

Provider's indemnity obligation is subject to the following conditions: (a) the Claim must not result from the breach of the Global Agreement by Customer or any Permitted User (including unauthorized use of the Platform or Licensed Information; post-delivery, non-Provider modifications to the Platform or Licensed Information; the combination, operation or use of the Platform with non-Provider programs, data or specifications); (b) Customer must give Provider prompt written notice of a Claim; (c) Provider must have exclusive control of the defense of the Claim; and (d) Customer must cooperate in the defense of the Claim and provide all information in its possession or control that may be requested by Provider, at Provider's expense.

Should Provider's ability to provide Customer with the Platform or Licensed Information be enjoined or otherwise restricted due to a Claim, Provider will, at its option, either procure the right to continue providing the Platform, replace or modify the Platform to make them non-infringing provided the Services remain functionally equivalent, or if neither of the foregoing is reasonably feasible in Provider's opinion, Provider may terminate the corresponding Product Order immediately.

This Section 16.2 does not apply to any free trials or Customer's use of the Platform during a free trial.

**17. Limitation of liability:**

In no event shall Provider be liable for loss of profits, loss of data, loss of orders, loss of income, image damage, any commercial or indirect damages, arising out of or in connection with the Customer's use of the Platform, Licensed Information or other Provider's Services, unless provided otherwise by public policy law.

To the extent permitted by law, in no event shall Provider's maximum aggregate liability arising out of or based upon the Global Agreement exceed the aggregated amount of Fees

perceived from Customer pursuant to the Global Agreement during last twelve (12) months of performance of the Product Order in dispute. This limitation does not apply to the indemnification of IP Claims as defined in Article 8.3.

#### **18. Governing Law/Jurisdiction:**

The Global Agreement and all disputes, claims, actions, suits or other proceedings arising in connection with its interpretation and/or performance shall be governed by, and construed in accordance with French law. Any controversy or claim arising out of or relating to the Global Agreement, or breach thereof, shall be brought exclusively before the Commercial Court of Paris (*Tribunal de Commerce de Paris*).

#### **19. Insurance:**

Provider shall carry and maintain in force at all times relevant hereto insurance of the types and minimum coverage amounts customarily carried by businesses of similar size and nature, respectively, to cover all liabilities that it (including its employees) may incur hereunder with a reputable insurance company. Provider shall promptly provide written proof of such insurance coverage upon request for such proof by Customer.

#### **20. Subcontracting:**

Provider expressly reserves the right to subcontract all or part of its obligations hereunder. However, the outsourced activities will remain the sole responsibility of the Provider.

#### **21. Miscellaneous:**

Amendment: The Global Agreement may only be amended in a writing designated as such and signed by both Parties. If any provision of the Global Agreement is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective Parties hereto with the same effect as though the invalid or unenforceable provision was deleted.

No waiver: No delay by a Party in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right.

Surviving provisions: The following provisions made herein shall survive expiration or the earlier termination of this Agreement: Sections 3, 7.2.2, 8, 9, 10, 11, 15, 16, 17, 18 and 21.