

GENERAL TERMS OF SERVICES

CLAUSE 1. DEFINITIONS

In this Contract, the terms, words, and expressions below shall have the following meaning unless explicitly indicated otherwise:

1.1 "Access Code" means the username and password chosen by the Client to use the Service, give access to the Service, and change or eliminate access rights to the Service, using the web administration interface of the Service made available to the Client by Diabolocom.

1.2 "Additional Fees" means the charges payable as set out in **clause 3.2**.

1.3 "Affiliate" means any legal entity that controls, is controlled by or is under the same control as a Party.

1.4 "Contract" means the agreement between Diabolocom and the Client to supply Diabolocom Equipment and Services under the Purchase Order, these General Terms of Services, the Special Terms of Service, and Data Protection Agreement (DPA) and any annex referred to.

1.5 "Business Days" means a day other than a Saturday, Sunday, or public holiday in France.

1.6 "Fees" means the sums payable for the Services, including but not limited to Non-Recurring Fees, Recurring Fees, Additional Fees, Early Termination Fees and the Usage Fees due for the Service.

1.7 "Client" means the Party identified in the Purchase Order who contractually receives the Service.

1.8 "Client Data" means all computerized or electronic communications data sent to Diabolocom by the Client, as stated in **clause 2.6**.

1.9 "Client Equipment" means any electronic communications equipment provided by the Client during the installation of the Services, as set out in **clause 2.3**.

1.10 "Client Site" means the site(s) occupied by the Client or its Other Users on which the Service is delivered.

1.11 "Confidential Information" refers to the Contract's provisions and the information, written or oral, which is not in the public domain, related to the Contract.

1.12 "Communications Centre" means an electronic communications infrastructure composed of hardware, software, and networks of Operators used by Diabolocom to provide the Services to the Client, which may be located in multiple sites in France or abroad and without Diabolocom always being able to identify the location of the Client's Data within the Communications Centre.

1.13 "Data Protection Legislation": the French Data Protection Legislation and the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

1.14 "Effective Date of Service Provision" means the date on which the Service is ready to be used for the first time by the Client.

1.15 "Diabolocom" means DIABOLOCOM, French Société par Actions Simplifiée, registered in France with company number 482 652 401.

1.16 "Diabolocom Client Support Centre " means Diabolocom support service provided to the Client

in accordance with this Contract, which may be reached at the following telephone number: +33 (0)1 73 03 45 20.

1.17 "Diabolocom Equipment" means any items and facilities (including terminals, cables, lines of communication, ports, routers, switches, cabinets, shelves, private rooms, and Communications Centre) provided by Diabolocom pursuant to the Contract as set out in the Purchase Order.

1.18 "Early Termination Fees" means the charges for early interruption of the Service as set out in clause 4.5 and Special Terms of Service.

1.19 "Early Termination" has the meaning given to it by clause 4.5.

1.20 "Excusable Event" has the meaning given to it by clause 6.2.

1.21 "Recurring Fees" means the recurring fixed charges payable annually, semi-annually, quarterly, or monthly by the Client and determined in the Purchase Order.

1.22 "Force Majeure Event" has the meaning given to it by clause 8.1.

1.23 "General Terms of Services" means these terms.

1.24 "Improper use" means the use or misuse of the Services by the Client in breach of the Contract as further described in clause 4.2.

1.25 "Initial Period" has the meaning given to it by clause 4.1.

1.26 "Notice" has the meaning given to it by clause 8.4.

1.27 "Other User" has the meaning given to it by clause 8.2.2.

1.28 "Operator" means the electronic communications operator which, in accordance with a separate agreement with Diabolocom, supplies the Communications Centre with access to the capacities of its electronic communications network.

1.29 "Party" or the "Parties" means Diabolocom and/or the Client, together or individually. A reference to any party shall include that party's personal representatives, successors, and permitted assigns.

1.30 "Personal Data" has the meaning given to it by Regulation (EU 2016/679) of the European Parliament and of the Council on the protection of personal data.

1.31 "Purchase Order" means the Client's order for the supply of Services specifying the Client, Diabolocom Equipment, the Services, the Fees, and the Initial Period signed by the Client and accepted by Diabolocom.

1.32 "Renewal Period" has the meaning given to it by clause 4.1.

1.33 "Resale" has the meaning given to it by clause 8.2.

1.34 "Service" means any service provided by Diabolocom, as defined by the Special Terms of Service and as set out in Purchase Order.

1.35 "Service Access Information" has the meaning given to it by clause 2.5.

1.36 "Service Availability Notice" has the meaning given to it by clause 3.1.

1.37 "Service Availability Objective" means the objective of availability of the Service as set out in the Special Terms of Service.

1.38 "Service Restoration Objective" means the objective of restoration of the Service as set out in the Special Terms of Service.

1.39 "Service Outage" means any event which is not a normal operation of the Service and which causes an interruption, degradation, or change in the quality of the Service in the absence of any Excusable Event. A Service Outage is classified as follows: (i) **"Critical Outage"**, meaning a total or partial unplanned interruption of the Service which severely affects the operation of the Service during a period of intensive use; (ii) **"Major Outage"**, meaning a) either a serious degradation without interruption of the Service which seriously affects the operation of the Service, or b) total or partial unplanned interruption of the Service which seriously affects the operation of the Service during a period of low use; (iii) **"Minor Outage"**, meaning faults which partially degrade the features or quality of use of the Service.

1.40 "Service Quality Objectives" means the Service Availability Objective and the Service Restoration Objective as set out in the Special Terms of Service.

1.41 "Service Suspension" has the meaning given to it by clause 4.2.

1.42 "Non-Recurring Fees" means the charges payable by the Client for the installation of the Service as set out in the Purchase Order and payable in accordance with clause 3.2.

1.43 "Special Terms of Service" means the terms specific to a Service, including a description or specification of the Service and the Service Quality Objectives.

1.44 "Third Party Claim" means any legal proceedings, request, or claim brought against Diabolocom resulting from an Improper use of the Services.

1.45 "Usage Fees" means the charges payable by the Client for the Services on a pay-per-use basis set out in the Purchase Order.

CLAUSE 2. PROVISION OF THE SERVICE

2.1 Diabolocom's obligations

Diabolocom shall provide the Service in accordance with the Purchase Order(s), the Service Quality Objectives, and the other provisions described in the Special Terms of Service.

Diabolocom reserves the right to amend the Services, if necessary, to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services. The Supplier shall notify the Client in any such event.

Diabolocom shall obtain and maintain all necessary licenses and consents which may be required for the provision of the Services.

2.2 Diabolocom Equipment

Unless otherwise agreed in writing, the Equipment shall remain the property of Diabolocom.

Risks in Diabolocom Equipment shall pass to the Client on Delivery at the Client's Site until returned to Diabolocom.

The Client shall keep Diabolocom Equipment insured on Diabolocom's behalf for their total price against all risks with an insurer that is reasonably acceptable to Diabolocom.

The Client shall maintain Diabolocom Equipment in good condition until returned to Diabolocom and shall not dispose of or use Diabolocom Equipment other than in accordance with Diabolocom's written instructions or authorization.

The Client shall not at any time sell or offer for sale, assign, mortgage, or otherwise deal with Diabolocom

Equipment or any part thereof, and Diabolocom may terminate the Contract with immediate effect upon written Notice in the event of the Client making any attempt to do so.

2.3 Client's Equipment

At the Client's request, Diabolocom may install Client Equipment. Diabolocom shall not be held responsible for the use or maintenance of the Client's Equipment. Diabolocom shall have no obligation or duty or liability regarding the configuration, management, performance, or any other questions regarding any of the Client Equipment. The Client shall notify Diabolocom of any changes that may be made to the Client's Equipment. Diabolocom may then reject any change if this change may cause interference with the Equipment and/or the Service.

2.4 Maintenance of the Service

Diabolocom shall manage Service Outages following incidents detected by Diabolocom or reported by the Client. Diabolocom agrees to (i) notify the Client of the Service Outages and other operational faults and (ii) send to the Client, to the extent possible, at least seven (7) days before the desired intervention date a report on the changes to be made to the Service level to prevent foreseen problems over the short term or following repetitive incidents, (iii) cooperate in good faith with the Client in order to try and reduce the disruptions that the maintenance might cause; (iv) obtain the Client's approval regarding the date(s) of the intervention only in cases where the maintenance exclusively affects Diabolocom Equipment dedicated to the Client or to carry out the maintenance outside periods of intensive use of the Service, between eight pm (20:00) and six am (6:00), Paris, FR time (v) conduct the planned intervention (on the date agreed by the Client if (iv) above applies).

The Client shall follow, or forward to any third party acting on its behalf, Diabolocom's recommendations and notices in order to avoid any Service Outages. If the Client fails to do so, 1) Diabolocom may refrain from responding to every alarm or alert issued during the monitoring and maintenance of the Service if its recommendations or notices have not been acted upon, 2) the Client shall pay Additional Fees in the event of a Service Outage.

2.5 Cooperation of the Parties and access to the Service

The parties shall cooperate in all matters relating to the provision of the Services. The Client shall appoint a project manager who shall have the authority to contractually bind the Client on matters relating to the Services. The project manager shall be responsible for monitoring the performance of the Service and shall have the necessary technical knowledge to express the Client's needs. The Client shall immediately inform Diabolocom in writing in the event of a change of its project manager.

The Client shall: (a) determine the initial security rules and the list of users authorized to access the Service(s) (the "Service Access Information") and provide the Service Access Information to Diabolocom in writing; (b) inform Diabolocom in writing of any changes to the Service Access Information; (c) use the Access Codes in accordance with Diabolocom's reasonable instructions which may be modified from time to time. The Client shall be exclusively responsible for the security of an Access Code. The Client shall immediately notify Diabolocom of the loss, theft, or fault of an Access Code or the fact that it has reason to believe that the security of an Access Code has been compromised. Diabolocom may immediately disable and replace an Access Code (or ask the Client to select a new one). Diabolocom reserves the right to suspend access to the Service through the use of an Access Code if one of the following events occurs and until the Access Code is replaced by Diabolocom or the Client chooses another one (depending on the case), or the problem resulting in the suspension is resolved in a manner satisfactory for Diabolocom: (i) Diabolocom receives a Notice from the Client as described above; (ii) Diabolocom has legitimate grounds to suspect that an Access Code has been compromised; (iii) a Service Suspension; (iv) Diabolocom has legitimate grounds to suspect that the Client has not respected, is not respecting, or is not going to respect its obligations arising from the Contract; (v) Diabolocom has other legitimate grounds to suspend the access through the use of the Access Code concerned.

The Client shall be responsible for any access to the Service through its Access Code and for any use of a Service, particularly for controlling (a) fraud and any other unlawful use of its Access Code, (b) unauthorized changes, and any other unauthorized behaviour, and (c) any suspicious use or other suspicious activity using its Access Code.

2.6 Use of the Service by the Client

The Client shall ensure during the Contract that its infrastructure (resources, software, networks, or hardware and other Client Equipment) used to connect to or use the Service is sound and not likely to disrupt the operation of all or part of the Diabolocom Equipment and the Service.

The Client is responsible for the physical and logical security of its own infrastructure. The Client shall ensure that the elements (such as software or hardware) integrated by the Client into its infrastructure or used in relation to the Service are free of all viruses, logic bombs, Trojan horses, or any other harmful or destructive program. The Client shall remain responsible for the use of its infrastructure and of the Service, and in particular for ensuring that there is no a) fraud and any other unlawful use, (b) unauthorized changes and any other unauthorized behaviour, and (c) suspicious use or other suspicious activity.

The Client acknowledges that:

- Data transmissions on electronic communications networks only have relative reliability; data circulates on heterogeneous networks with diverse technical characteristics and capacities, which are sometimes saturated or even unavailable at certain times of the day.
- Where the Services include data storage of Client Data, the Communications Centre may be located anywhere within EU territory, and the Client Data may be processed and stored anywhere within the EU. By using the Services, the Client consents to this processing and storage of Client Data (in accordance, where applicable, with clause 7).
- Diabolocom's security measures to protect the Communications Centre, the Equipment, and, more generally, the Services against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access cannot be considered absolute or infallible.

The Client shall obtain and maintain all necessary licences, permissions, and consents which may be required for the use of the Client Data and the Services before the date on which the Services are to start.

The Client shall ensure that it has in place hardware and software maintenance agreements necessary for the performance of the Contract, in particular in relation to the Client's Equipment mentioned in clause 2.3.

The Client shall give Diabolocom the right (free of charge) to download, post, distribute, copy, and store any of the Client's Data in order to enable Diabolocom to perform the Contract.

The Client is responsible for all of the Client Data (including its use and access) through the Service. The Client declares and warrants that in respect of any of the Client's data, (a) the Client is authorized to give the rights described above, (b) the Client Data and its use do not violate or infringe upon any property, confidentiality, Personal Data or consumer protection rights, or other rights of third parties, (c) the Client Data does contain any viruses, logic bombs, or other unlawful code and (d) is not unlawful.

If Diabolocom reasonably determines that an element (i) of the Client's Equipment or (ii) the Client Data creates or is likely to create an unsafe situation and informs the Client of this, the Client will take all necessary measures to correct it. If the Client cannot resolve the issue within a reasonable time, Diabolocom may immediately suspend the Service and/or delete the element concerned.

CLAUSE 3. BILLING AND PAYMENT TERMS

3.1 Availability of the Service

Once the Service is installed and the necessary checks have been performed by Diabolocom, Diabolocom shall inform the Client that the Service is available (hereafter referred to as Service Availability Notice).

The Client shall, within 48 hours of the Service Availability Notice, provide Diabolocom with its reservations failing which the Service will be deemed to be accepted by the Client and deemed to start from the date of the Service Availability Notice. For the avoidance of doubt, Recurring Fees and/or Usage Fees shall be payable to Diabolocom in accordance with clause 3.2, whether or not the Client is ready to

accept the delivery of the Service.

Where the Client has provided Diabolocom with its objections within the time imparted above, the Parties will have a period of five (5) business days to reach an agreement on the corrections necessary. Diabolocom shall send a second Notice specifying the new Effective Date of Service Provision.

If an agreement cannot be reached within forty-eight (48) hours, Diabolocom may terminate the Service with immediate effect without compensation due to either Party. Diabolocom may require the payment by the Client of the Non-Recurring Fees.

3.2 Fees

In consideration of the provision of the Services by Diabolocom, the Client shall pay the Fees. The Non-Recurring Fees shall be paid on the Effective Date of Service Provision.

Recurring Fees shall be paid in advance, on a monthly basis, from the Effective Date of Service Provision unless provided otherwise in the Purchase Order. Recurring Fees calculated prorated on a daily basis shall be paid between the Effective Date of Service Provision and the start date of the first monthly billing period.

The Usage Fees shall be paid in advance on a monthly basis for the use of the Service for the past calendar month.

When the Usage Fees are billed by the pricing period, each period started is due and payable in full and not reduced in proportion to the use of the Service by the Client.

"**Additional Fees**" shall be paid in the following events:

- a) Correcting a problem with the equipment, software, or service and the engineer does not have immediate access to such equipment or software, or services due to the Client or its service providers;
- b) Correcting a problem with the equipment or software or service resulting from an update, reconfiguration, or modification of the Client's equipment carried out by the Client or its service providers, without having obtained the prior written consent of Diabolocom;
- c) In response to a request from the Client in the absence of a problem being identified with any equipment or software, or service;
- d) Is carried out in response to a request from the Client for a problem already encountered (or anticipated by Diabolocom) and has been the subject of recommendations or warnings from Diabolocom that were not followed by the Client and/or its service providers; and
- e) is necessary to complete an installation of equipment or software or a service which needed to be made by a date established by joint agreement between the Parties and which could not be completed because the Client was not ready when said technician initially arrived at the Client's Site.

3.3 Payment of Invoices

Invoices are issued monthly. Any Fees charged shall be paid within a maximum of thirty (30) days from the date of the invoice. Payment of all sums due under this Contract may be made by electronic transfer, cheque, or any other means of payment that Diabolocom may reasonably request.

In the event of failure to comply with the payment deadline provided for in this article and without prejudice to all its other rights, in particular, the right to suspend or terminate the Contract and/or the Services, Diabolocom shall be entitled to demand (i) a fixed indemnity of forty (40) euros for collection costs and (ii) the payment of daily late payment interest. This interest shall be due by operation of law from the due date of the invoice up to and including the day on which all amounts due have been paid. This late payment interest shall be calculated at an annual rate equal to three (3) times the legal interest rate, the latter corresponding to the interest rate applied by the European Central Bank at the time of its last refinancing operation, plus 10 percentage points. This interest shall continue to accrue on all sums due,

notwithstanding the expiry or termination of this Contract for any reason whatsoever. In addition, failure to comply with the payment period provided for in this article shall immediately and without notice suspend any calculation of the Quality of Service Objective, any delay in payment by the Client being an Excusable Event.

The Client agrees to provide Diabolocom, upon request, with any information describing his current financial situation. Furthermore, Diabolocom reserves the right to ask the Client for a security deposit or any other form of payment guarantee (or an increase of the guarantee already issued) in case of a substantial change in the financial situation or in case of significant and/or additional orders or use of Services.

3.4 VAT

Any amounts payable by the Client under the Contract are exclusive of amounts in respect of value-added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Diabolocom to the Client, the Client shall, on receipt of a valid VAT invoice from Diabolocom, pay Diabolocom such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

The Client accepts that Diabolocom may increase its invoices to reflect any taxes, withholding, or other deductions which may be applicable in the country in which the Service is provided.

3.5 Regulatory and Legislative Changes

If a change in any applicable law, regulation, decision, rule, or directive significantly increases the costs or other terms of providing the Service, Diabolocom and the Client will negotiate new conditions for the provision of the Service in order to reflect such increase of costs. If the Parties do not reach an agreement regarding the new terms of provision of the Service within thirty (30) days of the receipt of the renegotiation request made in writing by Diabolocom, then Diabolocom may unilaterally modify the Service, the Recurring Fees or the Usage Fees, as long as the Client has been informed of this change at least thirty (30) days before it takes effect. If the Client refuses the change(s) made to a Service or the Fees, it shall send Diabolocom - before the expiry of the change to the Service or the application of new Recurring Fees or Usage Fees taking effect - a Termination Notice, declaring the termination of the Service concerned by the change(s). This termination will then take effect thirty (30) days starting from the sending of the Termination Notice by the Client (without the application of Early Termination Fees). If the Termination Notice is not sent by the Client to Diabolocom before the change(s) to the Service or new Recurring Fees or Usage Fees take effect, the Client will be considered to have irrevocably accepted the change(s).

3.6 Disputed invoices

Any dispute in relation to the billing for the Service(s) shall be the subject of a Notice sent to Diabolocom within ninety (90) days following the issue of the invoice for the Service(s) concerned. After this deadline, the Client irrevocably waives its right to dispute any sum billed by Diabolocom for the Service(s).

3.7 Fraudulent Use of the Services

The Client is responsible for all Fees related to the Service, including the Usage Fees that may result from fraudulent or unauthorized use of the Service or of an Access Code, except when the fraudulent use is the result of Diabolocom's breach.

CLAUSE 4. DURATION, SUSPENSION, AND TERMINATION OF THE SERVICE

4.1 Duration of the Service

The Initial Period shall commence on the Effective Date of Service Provision as described in the Purchase Order. Upon the expiration of the Initial Period, the duration of the Service will be renewed for successive periods identical to the Initial period (with each renewal period being a "**Renewal Period**") unless provided otherwise in the Purchase Order. Each Party may terminate a Service no less than three (3) months before the expiration of the Initial Period or of any Renewal Period by sending the other Party a Notice.

If the Client fails to comply with this prior notice delay, the Client will be charged for the Early Termination

Fees applicable in the event of termination during the Initial or a Renewal Period as defined in article 6.2. of the Special Terms of Service.

The Parties expressly agree to waive the application of the provisions of paragraph 2 of Article 1214 of the French Civil Code, so that in the event of a Renewal Period, this may not be considered as a permanent contract.

4.2 Suspension of the Service

Diabolocom may, immediately and without notice, suspend or block the access to one or all of the Services (each being a "Suspension of the Service") for one or more of the following reasons: a) complying with any law, regulation, court decision or other administrative request or injunction requiring immediate action; b) preventing any interference which may create a loss (including to Diabolocom's other clients) or damage to Diabolocom Equipment or the Communications Centre; c) preventing the Service from being used in a manner that would or may incur the liability of Diabolocom, or in violation of any law, regulation, whether this use is performed by the Client or any other person or entity using the Service, with or without the Client's consent or authorization, or d) use of the Service beyond the thresholds set out in by Purchase Order (where applicable), these reasons in a) to d) being referred to as "Improper Use"; ; e) the Client does not pay one of the amounts owed, within a period of fifteen (15) days following the receipt by the Client of a Notice to Pay sent by Diabolocom.

Diabolocom shall resume the provision of the Service provided the Client remedies the cause of the Suspension of the Service and pay Diabolocom the Service restoration Fees (where applicable). If the Client does not fix the cause of the Suspension of the Service or does not pay the Service restoration Fees, Diabolocom may terminate the Contract with immediate effect. In this case, Diabolocom will (without prejudice of its other rights and remedies) ask the Client to pay Early Termination Fees.

4.3 Termination for Breach by one of the Parties

Without affecting any other right or remedy available to it, either Party may terminate this Contract with immediate effect by giving written Notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other Party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
- (d) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other Party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 4.3(c) to clause 4.3(i) (inclusive); or
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Without affecting any other right or remedy available to it, Diabolocom may terminate this Contract with immediate effect by giving written Notice to the Client:

- (a) if the Client fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment; or
- (b) in the circumstances described in clauses 3.1 and 4.2.

4.4 Termination for delayed installation

The Client may terminate this Contract with immediate effect by giving written Notice to Diabolocom if Diabolocom fails to provide the Services after sixty (60) Business Days of the Effective Date of Service Provision provided that no Service Availability Notice has been given to the Client by Diabolocom.

4.5 Early Termination of the Service

The Client may ask Diabolocom at any time before the end of the Initial Service Period to terminate the provision of a Service, provided that 1) It sends Diabolocom a Notice identifying the Service subject to termination (the "Early Termination") and 2) the Client pays Diabolocom all Early Termination Fees, as described in the Special Terms of Service, within thirty (30) days of the date the Notice is sent to Diabolocom.

4.6 Consequences of termination

On termination of the Contract:

- (a) The Client shall immediately pay to Diabolocom all of Diabolocom's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Diabolocom shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) The Client shall return all of Diabolocom Equipment. If the Client fails to do so, then Diabolocom may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract.
- (c) (i) All licenses and usage rights will terminate, notwithstanding any provision to the contrary in the Contract, and (ii) access to the Services will cease without repayment of any monthly Fees paid in advance.

Termination of the Contract shall not affect any rights, remedies, obligations, and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

CLAUSE 5. LIMITATION OF LIABILITY

5.1 Diabolocom shall provide technical support and assistance in order to ensure the operation of the Service. Diabolocom shall not guarantee that its Service will operate without any interruptions. In the event of a Service outage, Diabolocom will notify the Client of the outage and its cause, and Diabolocom shall use all reasonable endeavours to remedy it in accordance with the Service Quality Objectives specified in the Special Terms of Service.

5.2 Neither Party shall under no circumstances whatsoever be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (a) any loss of profit or data ; (b) or any indirect or consequential loss arising under or in connection with the Contract.

5.3 A Party's total liability to the other in respect of direct losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of all sums effectively paid by the Client to Diabolocom for the provision of Services over the past twelve (12) months preceding any direct loss or

any series of direct losses resulting from the same facts.

5.4 The provisions of this Contract are exhaustive and include all the conditions applicable to the liability of each of the Parties in respect of the performance of the Contract.

CLAUSE 6. SERVICE QUALITY OBJECTIVE

6.1 Service interruption and Service Provision

The Client may contact the Client Support Centre in order to report any problem related to the quality of the Service. The Client shall immediately notify Diabolocom of the unavailability of all or part of a Service and shall fully cooperate to determine the cause of the problem in order to resolve it. To this end, the Client shall provide any information requested by Diabolocom.

6.2 Credit notes

The Client may, by written request sent to Diabolocom within thirty (30) days following the month in which one (or more) Service Quality Objective(s) has(have) not been reached, receive from Diabolocom a credit note equal, depending on the case, to a percentage (as set out in the Special terms) of the Non-Recurring Fees and/or Recurring Fees payable solely for the provision of the Service concerned by the Service Outage over a given billing period. In order to receive a credit note, the Client shall contact the Diabolocom Client Support Centre or send a Notice containing the information needed to identify the Service affected.

No credit note shall be issued for the period during which a Service is made unavailable or is not established due to one of the following events (hereafter referred to as an "Excusable Event"): (i) the Client's Data (ii) a modification, reconfiguration, or update to equipment, software, or service provided by the Client or under its responsibility and not authorized by Diabolocom (iii) the Client's acts or omissions (including non-compliance with payment deadlines (iv) scheduled and emergency maintenance (v) the Operator's network (vi) the Client's network traffic or Client data volume exceeding the capacity of the Service, Communications Centre, or Diabolocom Equipment (vii) the Client's unavailability, or other failures of the Client to reasonably participate in efforts to restore the Service undertaken by Diabolocom (viii) delay in the Client's approval to bring a Service back into operation and/or online, and, where applicable, to restart it (ix) a Force Majeure Event.

The issuing of credit notes by Diabolocom is subject to the following conditions:

- only one credit note for not achieving Service Quality Objectives may be issued in any consecutive twenty-four (24) hour period;
- the amount of credit notes for not achieving Service Quality Objectives issued during a calendar year will be capped at one-twelfth (1/12th) of the Recurring Fees for the year of the Service Outage.
- the remaining credit notes will not be carried forward to subsequent periods.

If the amount of the credit notes for Service Quality Objectives issued by Diabolocom over two (2) consecutive months for a specific Service has reached 100% of the Recurring Fees corresponding to this period and to the said Service, the Client may require the meeting of the representatives of the Parties as well as the technical managers and/or project managers of the Parties, in order to implement measures necessary to achieve the Service Quality Objectives.

If two (2) months following this meeting, the Parties do not manage to determine by a joint agreement the measures to be implemented in order to achieve the Service Quality Objectives, or the measures implemented do not improve the quality of the Service concerned, each of the Parties may give the other Party one (1) months' Notice of termination.

CLAUSE 7. DATA PROCESSING

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to and does not relieve, remove or replace a party's obligations under the Data Protection Legislation. In this clause 7.1, Applicable Laws means (for so long as and to the extent that they apply to

Diabolocom) the law of the European Union, the law of any member state of the European Union, and/or Domestic French Law; and Domestic French Law means the French Data Protection Legislation and any other law that applies in France.

7.2 The parties acknowledge for the purposes of the Contract Services provision, the Client is the data controller, and Diabolocom is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Data Protection Agreement (DPA) sets out the scope, nature, and purpose of processing by the Parties, the duration of the processing, and the types of Personal Data categories of Data Subject and categories of subprocessors.

7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary, appropriate consents and notices in place to enable the lawful transfer of the Personal Data to Diabolocom for the duration and purposes of the Contract.

7.4 Without prejudice to the generality of clause 7.1, Diabolocom shall, in relation to any Personal Data processed in connection with the performance by Diabolocom of its obligations under this Contract:

- (a)** process that Personal Data only on the written instructions of the Client unless Diabolocom is required by Applicable Laws to otherwise process that Personal Data. Where Diabolocom is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Diabolocom shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Diabolocom from so notifying the Client;
- (b)** ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability, and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
- (c)** ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d)** not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i)** the Client or Diabolocom has provided appropriate safeguards in relation to the transfer;
 - (ii)** the data subject has enforceable rights and effective legal remedies;
 - (iii)** Diabolocom complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv)** Diabolocom complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e)** assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
- (f)** notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g)** at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the Personal Data; and

7.5 maintain complete and accurate records and information to demonstrate its compliance with this clause 7, including but not limited to the access, control, and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal

data to a third country and related safeguards, and a general description of the technical and organizational security measures. The Client consents to Diabolocom sharing Personal Data with any Affiliate for the proper performance of the Service

7.6 The Client consents to Diabolocom appointing a sub-processor as a third-party processor of Personal Data under this Contract. Diabolocom confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms that are substantially similar to those set out in this clause 7. As between the Client and Diabolocom, Diabolocom shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.

7.7 Diabolocom may (within the limits authorized by the Applicable Law) monitor the use of the Service (and disclose or otherwise use the information thus obtained), but for the sole purpose of a) complying with any applicable law, regulation, request, or administrative decision, b) ensuring the absence of an Improper Use of the Service when it has legitimate grounds to believe in the existence of such an Improper Use, c) protecting the integrity of the IT and electronic communications systems of Diabolocom or a third party, and d) supplying its Services in accordance with the provisions of the Contract.

7.8 The Client warrants and represents that Diabolocom expected use of the Personal Data for the duration and purpose of the Contract and, as specifically instructed by the Client, will comply with the Data Protection Legislation.

CLAUSE 8. GENERAL PROVISIONS

8.1 Force Majeure Event.

None of the Parties may be held liable for any recourse, nor grant any credit note to the other Party, due to any breach of the performance of this Contract or for any Service Outage, whose cause is beyond the reasonable control of the Party in question, (Force Majeure Event") such as the following events in particular: government action, exceptional weather events, labor conflicts other than those between Diabolocom and its employees, absence or suspension of the electrical supply, lightning or fire, decision by a national or international administrative authority or of any other competent authority, war, public disturbance, acts or omissions by a telecommunications operator, or by a third party, or events beyond the reasonable control of Diabolocom or its suppliers. If the Service is interrupted following a Force Majeure Event, the Client is not obligated to pay Diabolocom the sums that would be owed for the Service throughout the duration of the Service Interruption due to a Force Majeure Event.

8.2 Assignment and other dealings.

8.2.1 Subject to clause 8.2.2, the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Diabolocom (such consent not to be unreasonably delayed or withheld). Notwithstanding any transfer of the Client's rights and obligations (where consent has been obtained under this clause), the Client remains responsible for payment of all Fees payable for the Service.

8.2.2 The Client may resell the Service to a third-party end user. If the Client resells part or all the services to a third party or the data or information collected as part of the Service to a third party (an "**Other User**" and any resale, "**Resale**"), the Client: (a) shall be responsible in its relations with Diabolocom for the use of the Service by any Other User; (b) shall be responsible for dealing with any Other User regarding the Service; (c) shall require that each Other User commits in writing not to carry out any Improper Use of the Service; (d) shall not have made a declaration, indemnification, or commitment to an Other User in the name of Diabolocom; (e) shall comply with all legal provisions applicable to the Service for which a feature is the subject of a Resale and particularly any regulation and/or recommendation from the competent, independent administrative authorities.

8.3 Affiliate

The Service may be provided to the Client by an Affiliate with Diabolocom authorized to provide the Service in a country other than that in which this Contract is signed. Diabolocom will remain responsible

for the performance of the Contract and for the Services to the Client.

8.4 Notices

a) Any Notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the Client's registered office; or sent by email to the Client to the address specified on the Purchase Order and for Diabolocom to the following address :

DIABOLOCOM SAS
20, rue de la Paix – 75002 Paris
For the attention of the Head of Administration
Email: notifications@diabolocom.com

b) Any Notice shall be deemed to have been received:

- (i) If delivered by hand, on signature of a delivery receipt, or at the time the notice is left at the proper address; and
- (ii) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service]; and
- (iii) If sent by fax or email at the time of transmission, or if this time falls outside business hours in France, when business hours resume. In this clause 8, business hours means 9.00 am to 6.00 pm, Monday to Friday, on a day that is not a public holiday in France.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

8.5 Content of communications

Diabolocom shall under no circumstances whatsoever be liable for the content of any communications sent by the Client (or the Other Users in the case of Resale) as part of the Service. The Client shall indemnify Diabolocom and its Affiliate (including their executives, managers, employees, and representatives) against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by Diabolocom arising out of or in connection with any Third-Party Claim.

8.6 Advertising and promotional material

A Party may use trademarks, service marks, and company names of the other Party in promotional and advertising material for commercial purposes provided it always has obtained prior consent in writing from the other Party. Neither of the Parties is authorised to communicate information relating to the contractual relationship between DIABOLOCOM and the Client in any way, except where required by law or where the Parties agree to do so in writing and/or in the application of clause 8.8.

8.7 Confidentiality

Each Party undertakes that it shall not at any time during this Contract and for a period of three years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other Party or of any member of the group of companies to which the other party belong except as permitted by clause 8.7 and clause 8.8.

Each party may disclose the other party's information:

- (a)** To its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information

comply with this clause 8.7; and

- (b) As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract to the subcontractors of one of the Parties, and (vi) to any transferee authorized under this Contract, as long as said transferee agrees in writing to be bound by the provisions of this clause 8.7.

8.8 Permitted Disclosure of Client Information

Diabolocom reserves the right to communicate to a third party (an existing or potential client) the name of the Client and a description of the Service subscribed to by it, always provided that Diabolocom has entered into a confidentiality agreement with this third party. The Client authorizes such communications, including the disclosure of its name and the Services subscribed to. For the avoidance of doubt, no other terms (including financial terms) shall be disclosed without the Client's written consent.

8.9 Governing Law and Jurisdiction

- (a) The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of France.
- (b) Each party irrevocably agrees that the courts of Paris (France) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

8.10 Variation

Except as set out in these General Terms of Services, no variation of the Contract shall be effective unless it is in writing and signed by the parties.

For the avoidance of doubt, any unilateral written changes made on a Purchase Order or piece of Contract by the Client are invalid.

8.11 Conflict

If there is any conflict or ambiguity between these General Terms of Services and the Special Terms of Service and/or any Purchase Order, the provisions of a document higher in the list below shall have priority over the provisions of a document lower in this list

- (1) The Purchase Order
- (2) The Special Terms of Service
- (3) Data Protection Agreement
- (4) These General Terms of Services.

8.12 No partnership or agency

Nothing in the Contract is intended or shall operate to create a partnership between the parties or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

8.13 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.14 Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal, or unenforceable, it shall

be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
If any provision or part-provision of this Contract is deemed deleted under clause 8.14, the parties shall negotiate in good faith to agree with a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

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