

General Terms & Conditions for the Provision of Services - iRaiser

1 - Preamble

iRaiser is a 'société par actions simplifiée' (joint stock company) with share capital of 19,840 euros and with its registered office located at 199 route de Clisson – 44230 Saint-Sébastien-sur-Loire, entered in the Nantes Trade and Companies Register under the reference number 539 250 571, with the European VAT number FR81 539 250 571 and the SIRET (corporate identity) number 539 250 571 00038, email address: contact@iraiser.eu (hereinafter 'the company'). iRaiser's main activity is software publishing. It provides solutions accessible via SaaS (Software as a Service) or PaaS (Platform as a Service) for organisations in the non-profit sector that receive donations from the general public (charitable or political associations, foundations, schools, universities, museums, etc.), together with the technical services associated with these solutions.

These solutions and services are provided by iRaiser to its clients on a 'white label' basis. Within this context, it should be noted as a preliminary remark that iRaiser is a provider of software services and does not provide support or consultancy services in particular in the fields of marketing or communication.

2 - Definitions

Each of the terms listed below shall, in dealings between the parties, have the meaning indicated, whether used in the singular or in the plural:

- 'Client': shall designate any organization that wishes to avail itself of the services provided by the company and enters into a contractual agreement with the company using a purchase order for that purpose;
- 'Contract': shall designate, in decreasing order of priority, the purchase order and these general terms and conditions, including the appendices hereto. In the event of a contradiction between the documents comprising the contract, it is expressly agreed between the parties that the provisions contained in the higher-ranking document shall prevail with regard to the obligations with conflicting interpretations. The fact that a provision contained in a lower-ranking document is not expressly mentioned in a higher-ranking document does not mean that said provision is in contradiction with the higher ranking document. It is expressly agreed that the contract constitutes the full extent of commitments between the parties. It cancels and replaces all earlier commitments and agreements, whether verbal or written, between the parties and relating to the same subject as said contract. No other general terms or conditions produced by either party may be incorporated into the present contract;
- 'Purchase order': shall designate the document detailing the characteristics of the services provided by the company that the client wishes to receive, together with the associated pricing conditions;
- 'Documentation': shall designate the documentation of any kind relating to the services, and in particular the conditions of use applicable to said services, the functional description and, in general terms, relating to the technical or other information that is required or useful in order to use them, and in particular the documentation available on the company's website (notably at <https://support.iraiser.eu/>) or within the back-office platform made available to the client, or any other documentation supplied by any means by the company to the client (such as user manuals, user guides, instructions for use, etc.);
- 'Data': shall designate all the information (including personal data) of all kinds gathered, disclosed, input, entered, transmitted, processed or used by the client within the context of the services, under the sole responsibility of the client, hosted within the context of said services;

- 'Personal data': shall designate the data that fall within the category of personal data as stipulated by the provisions of the laws and regulations in force;
- 'Content': shall designate the content of all kinds and in all formats (text, data and databases, images, graphics, visuals, studies, tables, audio elements, videos, etc. as a non exhaustive list), created and / or published and / or circulated by the client or whose creation, publication or circulation was authorized by the client within the context of use of the services (such as web pages within the categories of banners, landing pages, pre-homes, data collection forms or even emails, etc.) under the sole responsibility of the client, hosted within the context of said services;
- 'Login credentials': the client's identifiers and passwords allowing access to, and use of, the services by the client;
- 'Services': the set of IT applications and software solutions supplied to the clients in SaaS mode or in PaaS mode (hereinafter the solutions) and associated services (hereinafter the services) provided by the company, as presented in the article 'Presentation of the Services' as well as in the documentation, the characteristics of the services that the client wishes to obtain being detailed in the purchase order;
- 'Party': shall in the singular designate either the company or the client, and in the plural designate the company and the client together;
- 'Contact': shall designate any individual whose data may be processed within the context of use of the services by the client. It may in particular relate to internet users, donors, members or persons of interest to the client;
- 'Installation': shall designate all of the operations to be carried out by the company to enable delivery of the services chosen by the client;
- 'Delivery': shall designate provision by the company to the client of the services selected by the latter, under conditions enabling the actual use of said services by the client in accordance with the purchase order signed by the client.

3 - Purpose

The purpose of the contract is to set out the procedures and conditions under which the company is to provide the client with the services selected by the latter and stipulated in the purchase order, and to describe the parties' rights and obligations within this context.

4 - Acceptance and enforceability

The client declares and recognizes that it has full legal capacity enabling it to make commitments under the terms of the contract. In order to obtain the services, the client must - as well as accepting the purchase order - consult, understand and accept these general terms and conditions.

By signing the purchase order, the client is indicating its acceptance, and acknowledging the enforceability upon it, of the contract in its entirety, including these general terms and conditions to which the purchase order makes reference.

The company reserves the right to adapt or modify these general terms and conditions at any time. The version of the general terms and conditions that is enforceable against the client shall be the final version accepted by the client. This version shall prevail over any paper or digital versions predating it.

5 - Entry into force - duration - cancellation clause

5.1 Entry into force

The contract shall enter into force on the date the purchase order is

signed by the client.

5.2 Duration

The contract is being entered into force for the initial period stipulated in the purchase order. At the end of this initial minimum period, the contract shall be subject to tacit renewal for an indefinite period, unless it is rescinded by one or other of the parties with 2 month's notice, sent by registered delivery with receipt slip requested.

5.3 Cancellation clause

Should either party fail to fulfil any one of its obligations arising from the contract, said contract shall automatically be cancelled after the other party sends a registered letter with receipt slip requested containing formal notice to comply and this fails to produce the desired effect within 15 days, without prejudice to any claims for damages the latter may make under the terms of the present contract. The letter giving formal notice to comply shall indicate the failing(s) noted. The cancellation shall take effect at the end of the above mentioned 15-day period, without prejudice to the right of the party initiating formal notice to comply to claim compensation for the loss or damage suffered as a result of the failure(s) on the part of the party at fault.

6 - Presentation of the Services

The services that can be provided by the company consist of solutions and associated services.

6.1 Presentation of the solutions

The company is providing, in SaaS mode or PaaS mode, the following solutions, which may be used individually or interfaced together, accessible by internet via a dedicated url stipulated in the purchase order:

- a system of online payments collection on to the benefit of the client, manageable through a CMS (content management system). The client is in charge of the content management (text, graphic, visuals). Payments are executed via the payment vendors mentioned on the order form;
- a platform allowing the creation of P2P pages, managed via a CMS;
- a tool enabling programming and management of the marketing campaigns (referred to as a 'marketing automation' resource). The client shall be responsible for importing the data required in order to mount the campaign, and also for creating the content and the scenarios, and for defining the initiating events, the actions arising therefrom, and the lines of communication, etc., and for activation and parameterization of the functions selected;
- a contact management solution (designated 'xRM'). This resource is entirely suitable for parameterization by the client, incorporating a unified database of all its contacts and enabling the client to manage its relations with them (contact details, record of transactions, connections between contacts, etc.). The client is responsible for the data to be imported into their solution. The same applies to defining and selecting the categories and characteristics applicable to the contacts (classification, choice of lines of communication, etc.), to parameterization of the solution, and to the functions selected, together with their activation in accordance with the client's requirements

These solutions incorporate a certain number of functions, and in particular:

- the management and processing of online payments via different vendors: technical processing of the transactions, payment of the funds collected;
- the creation of dedicated online areas for the contacts, to enable them to create and update their profiles, and consult the records of their donations (depending on the setup of the platform)

The characteristics of the solutions provided by the company, and the services offered are detailed in the purchase form.

6.2 Presentation of the Services

The company will provide the following support services for the above mentioned solutions:

- hosting of the solutions, together with the content and the data processed within the context of the solutions. This hosting is as the client expressly accepts - provided by a contractor of the company, within the European Union, and within the limits of the volumetrics defined in the purchase order;
- periodical and regular backup of this content and data, at the frequency and by the procedures stipulated in the purchase order. It should be noted in this connection, and the client expressly accepts this, that the backup operations are carried out solely for the purposes of restoring data and content should the need arise, to enable the satisfactory functioning of the services, and this backup service does not involve the provision of storage media to the client. It is therefore up to the client to carry out its own content and data backup operations on a regular basis. In the event of an incident, the client accepts in advance that any restoration and reconstitution of content and data will slow down operation of the services during the period of restoration and reconstitution;
- management of the services, which is understood to be limited to technical administration and supervision of the services, 7 days a week and 24 hours a day;
- updating of the services, in the form of operations decided upon unilaterally by the company with a view to ensuring continuity in the operation of said services;
- corrective maintenance, consisting of the correction of any reproducible anomaly that may affect use of the services. In such an event, the company may propose, pending a definitive resolution of the malfunction, temporary stopgap measures, and the client recognizes and accepts this. The company shall not provide these corrective maintenance services - or else it shall provide them in return for an additional payment, issuing a separate purchase order for the services required - under the following circumstances:
 - refusal by the client to collaborate with the company and in particular to answer questions and requests for information;
 - refusal by the client to accept an update proposed by the company;
 - use of the services in ways that do not correspond to their purpose and to normal practice;
 - failure to meet the prerequisites stipulated during the set-up phase;
 - interference by the client or by a third party with the services, and in particular alteration of the services, complete or partial change in the configuration of the services, installation of applications that are incompatible with the IT applications used to enable functioning of the services, export or migration of the services to another IT system or environment;
 - failure of electronic communications networks;
 - anomalies directly or indirectly generated by hardware (including access facilities) or software other than those covered by the contract;
- the technical assistance associated with use of the solutions, namely:
 - assistance by email via help@iraizer.eu, provided solely in order to assist the client in using and operating the services. In this connection, it is stipulated that the exclusions listed above relating to maintenance and update operations shall also be applicable with regard to technical assistance, as no interventions in this area shall be provided under such circumstances;
 - online assistance accessible via the url <http://support.iraizer.eu>;
 - training provided free of charge in groups, with a maximum of 12 persons - once each week via online conferences.

It is stipulated that this technical assistance is strictly reserved for the client, and more specifically to those of the client's employees who have received training from the company. The company reserves the right to turn down requests for assistance from any individuals who have not received said training or from any parties not party to the present contract.

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The characteristics of the support services for the solutions provided by the company, and in more general terms of the services, are presented in the documentation, with further details of the services chosen by the client in the purchase order. The commitments made by the company under the terms of the contract may not under any circumstances be extended to cover the IT environment in which the services are installed, and in particular the client's operating systems, its software obtained from other sources, etc. Thus this environment shall not be the subject of any intervention by the company, and the client recognizes and expressly accepts this, and will take responsibility for entering into the appropriate agreements to enable resolution of anomalies arising from its own IT system and environment.

7 - Using the services

7.1 Choice and suitability of the services

The client alone shall choose the services that it wishes to receive. The client recognizes that it has familiarized itself with the nature, the purpose and the characteristics of the services it has selected, and in particular with the relevant details set out in the article 'Presentation of the Services' and in his purchase order. It recognizes that it has sought and obtained all the information it wished for, in particular regarding the characteristics – both quantitative and qualitative - of the services provided by the company, enabling it to assess whether said services meet its requirements, and to place its order in full knowledge of the facts. The client alone is responsible for the choice of services and for their appropriateness for meeting its needs, as well as for the parameterization for this purpose, in such a way that the company may never be held liable in this connection.

7.2 Installation of the services

The company undertakes to install the services in accordance with the purchase order, and in line with the schedule and the delivery date stipulated in said purchase order, and on condition that the client meets the prerequisites contained in said purchase order and in the documentation relating to the services selected.

7.3 Compliance of the services

The client undertakes to test the services covered by the contract before any use is made of them, and to make any requests, express any reservations, or lodge any complaints within 14 days of the delivery date of said services. If the services are brought into use and in the absence of any requests, reservations or complaints made by the client to the company within said period, this shall constitute definitive acceptance of the installation of the services and confirmation of the compliance of said services with the purchase order at the time of delivery.

7.4 Functioning of the services

In order to enable functioning and use of the services, the prerequisites set out in the purchase order and the documentation (in particular in the documentation accessible at the address <https://support.iraiser.eu/>) must be met.

These prerequisites relate in particular to provision of information by the client to the company to enable installation of the services, or accomplishment of the necessary configuration, both with the client and with the contacts, to enable provision of the services. In view of technological developments and other factors, these prerequisites may change, and shall be updated on a regular basis, in particular to meet the technical and functional standards applicable to normal practices. The company shall notify the client of these updates by any appropriate means. It will however also be up to the client to consult the documentation on a regular basis in order to receive notification of any

changes, and the client accepts this responsibility.

7.5 Changes to the services

The company reserves the right to make changes to the services provided with a view to improving them, at no additional cost to the client. In general terms, the company reserves the right to take and implement any technical decisions intended to improve the services. Any change in the services requested by the client shall give rise to an additional payment to the company by the client, on the basis of a separate purchase order.

7.6 Access to the services

The services shall be made available to the client, who shall have sole rights to access and use them, by accessing a back-office platform provided by the company and serving as an administration interface.

To this end, the company shall provide the client with the necessary login credentials. Access to the back-office platform, and so to the services, by means of these login credentials shall take place under the exclusive responsibility of the client. Use of the login credentials supplied to the client shall entail imputability of the operations carried out using these identifiers. These identifiers are confidential, unique and personal. The client shall bear sole responsibility for their use. The login credentials may be changed at any time at the initiative of the client, or of the company provided it notifies the client in advance.

The client undertakes to deploy all necessary efforts and diligence in order to maintain the confidentiality of the login credentials it has received. In the event of the loss or theft of its password, or if it becomes aware of an incident of unauthorized access to the services, the client shall notify the company at once by email at the address help@iraiser.eu and shall follow the instructions it receives from the company. The client shall also take personal responsibility for technical access to the internet enabling it to access these services, and in particular for signing up for the necessary electronic communication services, with the costs of accessing the internet being borne exclusively by the client. In addition, the client agrees to reserve back-office user accounts for personal use and to change their passwords every 90 days.

7.7 Availability of the Services - penalty clause

In principle, the services shall be accessible as from the delivery date stipulated in the purchase order, 7 days a week and 24 hours a day. In this connection, the company shall operate under an best-efforts obligation: it undertakes to do all it can to ensure the performance levels, the continuity, and the quality of the services that it is to provide. However, with regard to these services accessible via the internet in SaaS or PaaS mode, the client expressly recognizes:

- that it is aware of the technical risks inherent to the internet and of the interruptions to access that may arise therefrom, and in particular that fluctuations in the bandwidth and problems originating with the internet service providers for the client, the contacts and the host are factors that may compromise or prevent access to the services;
- that the services may be temporarily interrupted for maintenance purposes.

The client also recognizes that it must use the services in good faith, refraining from jeopardizing their operation. In particular, the client undertakes to remain within the volumetric limits indicated in the purchase order and to notify the company, via the means of assistance provided to the client within the context of the contract, in the event of an increase in its requirements in terms of processing capacity. Subject to the provisions set out above, and other than in periods when maintenance is carried out and / or an interruption is scheduled and the client is notified by email 48 hours in advance, the company undertakes to do all it can to ensure a 99,5% availability rate for the services (unless the client subscribe to the high availability hosting option).

In the event of unavailability of the services in excess of 0.5% of the time available in a given month, not counting the periods when maintenance is carried out and / or an interruption is scheduled, the client will be notified in accordance with the previous paragraph, and subject to the

stipulations of the article 'Liability and Losses', a penalty charge amounting to 5% of the monthly charge (exclusive of tax) for the subscription, calculated in increments of 0.1% below the objective figure, shall be payable with no need to send preliminary formal notice to comply, at the client's request, and as exclusive and complete compensation for the loss suffered by the client as a result of an incident of unavailability, up to the maximum amount stipulated in the article 'Losses'. The rate of availability is calculated for each calendar month as indicated below, and is expressed as a percentage: $(T - U) / T * 100$ in which:

- T designates the number of minutes in a calendar month;
- U designates the number of minutes of unavailability of the services as calculated by the company's monitoring systems and resources.

Should the client request this, the company shall provide the service with the information needed to calculate the service availability rate and if applicable apply the penalty charge referred to above. In this connection, it is expressly agreed between - and accepted by - the parties that the computerized records maintained in the company's IT monitoring systems and resources under reasonable security conditions shall serve as evidence of the duration of unavailability of the services.

7.8 Usage licence

The company is granting the client, and the client is accepting, a personal, non-exclusive, non-assignable and non-transferable right to use the services, for the entire duration of the contract and anywhere in the world, restricted to the staff of the client.

This usage right comprises the right to represent and implement the services in accordance with their purpose, in SaaS or PaaS mode, via a connection to an electronic communications network. This usage right is to be exercised by remote access using the client's connection from its IT system, in accordance with its requirements and for the sole purpose of using the services, and with no other objective. The client may not under any circumstances make the services available to any third party, and specifically agrees to refrain from making any other use of it, and in particular from carrying out any adaptation, modification, translation, arrangement, circulation, decompilation, etc. of said services (as a non-exhaustive list).

7.9 Collaboration

The parties undertake to cooperate closely and actively for the fulfilment of their respective obligations. In particular, the client undertakes to collaborate with the company in good faith. The client specifically undertakes to provide when appropriate and as promptly as possible all the documents, information and other elements required for the satisfactory fulfilment by the company of its obligations relating to provision of the services and the proper functioning of said services, in particular with regard to the prerequisites set out in the purchase order or in the documentation, but also in response to any requests made to this effect by the company, and to ensure that acceptable-quality information is provided.

The client undertakes to inform the company as soon as it learns of any elements liable to compromise satisfactory fulfilment by the company of its obligations relating to provision of the services or to the proper functioning of the services, or of any errors or malfunctions affecting them, in order to limit any consequences thereof.

Likewise, the client undertakes to monitor the functioning of the services on a regular basis by analysing - at least once each month- the reports provided to it by the client through the back-office platform (monitoring financial transactions, producing tax receipts, etc.). Should the client identify a malfunction, it undertakes to inform the company at once, and to cooperate with the company to arrive at a solution as promptly as possible in order to rectify said malfunction and limit any consequences thereof.

7.10 Limitations

The client accepts the characteristics and limitations of the internet. It is in particular aware that the information circulating via the internet is not necessarily protected, for example against potential misuse or loss.

Thus, the client undertakes in particular to back up on a regular basis the content and data gathered and / or created and / or processed within the context of use of the services.

7.11 Security

The company shall do all it can to deploy all the technical resources accepted as necessary in normal practice to ensure the security of access to the services and to prevent any unauthorized parties from accessing them.

The client for its part guarantees that it is in possession of the knowledge and expertise required to ensure satisfactory use of the services and of a familiarity with the internet that will enable it to use the services in accordance with normal practice and with the recommendations provided by the company in any form, and in particular with those contained in the documentation. The client also undertakes to refrain from jeopardizing the satisfactory functioning of the services. More specifically, the client undertakes to refrain from using devices or software of any kinds that would give rise to disruption of, interference with, or interruptions to the normal functioning of the services, or would create disproportionate burdens on them (in terms of host volume, bandwidth, etc.). The client shall also take care not to introduce viruses, malicious codes or any other harmful agents or technology into the services that would threaten them.

The client also undertakes to implement the appropriate measures to ensure the security of its own data and / or content and / or software by avoiding contamination by viruses from the services.

7.12 Use of services

The client undertakes to use the services in accordance with normal practice and with the recommendations provided by the company in any form, and in particular with those contained in the documentation. The client alone is responsible for the use it makes of the services provided by the company. In this connection, the client undertakes to comply with the applicable provisions of the laws and regulations governing the use of the services, and in particular the operations it carries out within this context, with regard specifically to the preliminary formalities to be carried out and authorizations to be obtained, the information that has to be provided to the contacts, etc. The client shall moreover take full charge of, and accept sole responsibility for, the relations it creates and / or maintains with its contacts by means of the services provided by the company, which shall not become involved in any way in relations between these parties.

The client guarantees the company against any action and any rulings against it that may result from use of the services.

7.13 Content and data

The client shall bear sole responsibility for all the content published, circulated, sent or made accessible (for example via hyperlinks) by means of the services, and undertakes in particular that said content complies with the applicable provisions of the laws and regulations in force, and is not liable to create any infringements of the rights of third parties.

Furthermore, the client is the sole authority with regard both to the data it gathers by means of the services (for example data input by the internet users onto the web pages created to enable collection by means of the services, or data gathered via cookies or other similar tracking devices or technology incorporated into said web pages) and to the data it imports into the services from its own resources. In this connection, it bears sole responsibility for the legitimacy of the processes of gathering and processing these data, and undertakes to comply with the applicable provisions of the laws and regulations in this area (and in particular with the provisions applicable in the area of the protection of personal data, and in the area of the use of cookies and other similar tracking devices or technology, etc.).

The client guarantees the company against any action and any rulings against it that may result from said content and / or from the gathering or processing of said data.

7.14 Suspension

Without prejudice to the stipulations contained in the article 'Cancellation Clause', in the event of a failure on the part of the client to fulfil any of its obligations that the company considers to be essential (and in particular obligations relating to security, to the settlement of invoices issued by the company, and to the protection of personal data), the company reserves the right to suspend access - as of right and without notice - to all or some of the services, whatever the nature thereof, until such time as the client has fulfilled said obligations.

8 - End of the contract and reversibility

When the contract expires, whatever the reason for that development, the company undertakes that it shall, within 30 days of the end of the contract, return all of the data hosted within the context of the services in a standard format that can be read without difficulty in an environment equivalent to that of the services.

The client shall actively cooperate with the company to facilitate retrieval of these elements. The company shall do all it can to ensure that the client can continue its use of these elements, either directly or with the assistance of another service provider. The company shall charge the client for carrying out these reversibility operations on the basis of the time spent on them, applying the company's hourly rate applicable when the contract ceases in effect, up to a maximum payment of € 10,000 (ex tax), with a minimum charge of € 1 300 (ex tax).

During the reversibility operations, the company shall continue to permit use of the services by the client, although the client accepts that there may be a deterioration in the provision of services. In return, the obligations placed upon the client under the terms of the contract and relating to use of the services shall remain applicable.

At the end of the reversibility period, the client shall immediately cease all use of the services. The stipulations of this present article shall remain in effect after the contract ceases in effect, whatever the reason for that development, until completion of the reversibility operations.

9 - Pricing conditions

9.1 Prices

The prices charged are as detailed in the purchase order, and are expressed in euros and exclusive of tax, said tax - in particular VAT - being added on at the rate in effect on the date of the invoice. Any new tax or increase in the rate of an existing tax shall automatically and immediately lead to a revision of the price to be paid by the client.

Prices shall be revised on an annual basis using the following formula:

- $P(t) = P(t-1) \times [(S(t) / S(t-1))]$, in which:

- 1- P(t-1) is the base price or the price resulting from the last revision;
- 2- P(t) is the price arrived at after the current revision;
- 3- S(t-1) is the latest known Syntec index figure as at the date the
- 4- contract comes into effect or the date of the last revision;

S(t) is the most recent Syntec index figure as at the date of the current revision.

IF THE INDEX USED FOR REVISION PURPOSES CEASES TO EXIST AND IF THERE IS NO AGREEMENT AS TO A NEW INDEX, IT IS EXPRESSLY AGREED THAT JURISDICTION SHALL BE HELD BY THE PRESIDING JUDGE AT THE PARIS 'TRIBUNAL DE COMMERCE' (COMMERCIAL COURT) TO DECIDE UPON AN INDEX TO BE INTEGRATED INTO THE REVISION FORMULA. The index chosen must be as close as possible to the previous index and must respect the intentions of the parties when drawing up this present article.

9.2 Invoicing

The set-up will be charged immediately after the purchase order has been signed. The first billing related to the payment app or to the peer to peer application will be due maximum two months after the quote has been signed or right after the 'go live', if the go live takes place in a timing inferior to two months. For any other application, the start date for billing will be indicated in the purchase order. The procedures for issuing

of invoices for the services shall be as follows:

TYPE	ISSUED
Installation charge	When the purchase order is signed
Monthly subscription	Monthly
Fees for financial transactions	Quarterly
Other	As stipulated on the purchase order

9.3 Payment

Invoices are to be settled by the client by means of bank transfers or cheques, as stipulated on the invoices.

Invoices are payable and due upon receipt and, in all cases, no more than 30 days after the issue date of the invoice concerned. Any late payment or non-payment of all or part of an invoice issued by the company by its due date as indicated in the previous paragraph shall give rise, without the need for any reminders, to the imposition of late payment penalties. The interest rate applied for these late payment penalties shall be the figure used by the European Central Bank for its most recent refinancing operation plus 10 percentage points. For the first half of a given year, this rate shall be the rate in force on the 1st January of the year concerned.

For the second half of the year concerned, this rate shall be the rate in force on the 1st July of that year. The interest rate applied for late payment penalties may not, however, be less than 3 times the current statutory interest rate.

These penalty charges shall be calculated using the invoice figure expressed inclusive of tax, without prejudice to the company's right to claim compensation for its losses arising from late payment or non-payment. The penalty charges shall be payable as from the day after the due date of the invoice and shall run until the day the amount concerned is received by the company. Finally any client that fails to make a payment by its due date shall automatically be required to pay a fixed charge of 40 euros for recovery costs. If the recovery costs incurred exceed this figure, the company may claim additional compensation, providing documentary evidence of the costs. However, the company may not claim such compensation if the instigation of insolvency receivership or judicial liquidation proceedings prevents payment of the amount owed to it by said amount's due date.

10 - Personal data

In general terms, each of the parties guarantees the other that it will fulfil the obligations imposed on it by the laws and regulations relating to the protection of personal data.

10.1 Obligations upon the client

The client recognizes that when personal data is processed within the context of use of the services this will take place on its behalf and under its sole responsibility, with a view to meeting the needs it has expressed and enabling the proper use and satisfactory functioning of the services that it has selected. The client guarantees the company that when personal data is gathered, processed, used, etc. within the context of use of the services this will take place in accordance with the provisions of the laws and regulations relating to the protection of personal data, arising in particular from law n° 78-17 passed on the 6th January 1978 relating to information technology, files and civil liberties, and from European regulation 2016/679 passed on the 27th April 2016 relating to personal data. In particular, the client guarantees:

- that the personal data is only processed for specified, explicit and legitimate purposes, and is not subsequently used for purposes incompatible with these original purposes;
- that the personal data gathered and processed for the services is appropriate, relevant, not excessive and limited to the areas required for the objectives to be achieved;
- that the data is high quality, up to date, updated and accurate;
- that the personal data is only stored in a form enabling identification

- achieve the objectives for which it is being processed;
- that authorization to access personal data is only given to users who that authorization to access personal data is only given to users who require such access, on the basis of the 'least privilege' rule.

The client undertakes moreover to ensure that its activities respect the rights of the individuals concerned (and specifically of any individual whose personal data are processed within the context of the services, in particular the client's contacts or employees), especially with regard to the provision of information to the individuals concerned and to the obtaining of their consent when this is required for the use intended by the client of the services provided by the company, and for the functions that it wishes to use, whatever the respective status and roles of the company and the client in processing the personal data.

The client is the sole authority with regard to the choice of services it wishes to obtain, and is the only party responsible for, and capable of, ensuring that the rights of the individuals concerned are respected, especially as the company is providing its services on a 'white label' basis, with no visibility to the individuals concerned. It is therefore expressly agreed between parties that the obligations relating to the provision of information to the individuals concerned and to the obtaining of their consent shall be fulfilled by the client, and this shall apply to all the operations in which personal data is processed within the context of the services, on its own behalf and on behalf of the company, whatever the respective status and roles of the company and the client in these processing operations, although the company undertakes to provide the client with all necessary assistance to achieve this end. In this connection, the client recognizes in particular that:

- when personal data are gathered by means of the services: the client undertakes to bring to the attention of the individuals concerned by this gathering operation the mandatory notices and any boxes to be ticked to indicate consent by said individuals, for example by including these items in the content that it creates within the context of said services, in accordance with the applicable provisions of the laws and regulations in this area, for the purposes of any processing of personal data that may take place within the context of use of the services;
- when personal data are integrated into the services from the client's resources: the client guarantees that it has brought the mandatory notices to the attention of the individuals concerned and has if necessary obtained the consent of the individuals concerned, in accordance with the applicable provisions of the laws and regulations in this area, for the purposes of any processing of personal data that may take place within the context of use of the services.

Whatever the circumstances, the client guarantees in particular that no personal data shall be processed, within the context of the services, that has been obtained from individuals concerned:

- who have not been informed, in accordance with the applicable provisions, of the processing of personal data being carried out within the context of the services;
- who have not given their consent for such processing operations in accordance with the applicable provisions if such consent is required (for example: canvassing by email, particular data of a sensitive nature if appropriate, enrichment operations carried out by pooling data bases and segmentation, storage of bank details for subsequent payments, etc.);
- who have exercised their right to object to all or some of the processing operations that may take place within the context of the services. The client recognizes that fulfilment of its obligations as specified in this article is an essential condition for its use of the services, in particular with regard to the legitimacy of the processing of personal data carried out within the context of said services. The client shall guarantee the company against any claims by individuals whose data is processed for the purposes of the company's provision of the services.

In its capacity as the party responsible for processing, the client undertakes to provide the company with all the information and elements required to enable the company to fulfill its own obligations regarding the protection of personal information, and with (i) all the

information it needs to carry out its services and (ii) full details of its plans for the processing of personal data, by filling out the RGPD section of the on-boarding form - which must be completed by the client upon signing the purchase order - before beginning the setup of the subscribed solution(s).

10.2 Obligations upon the company

Within the context of provision of the services, the company may, in its capacity as a subcontractor, have access to personal data in the sense of applicable rules concerning data protection. Thus the company may be required to process such data (and in particular data from the client's contacts or employees, and in more general terms from any individual that the client needs to process within the context of use of the services) on behalf of the client, which is the party responsible for processing, for the sole purposes of provision of the services and for the duration of the contract. These data may be of any kind, including data serving to identify the individuals concerned, data relating to their personal life or professional activities, data enabling connection and traceability, or indeed information of an economic or financial nature, and in more general terms any personal data that the client requires in order to carry out the processing operation within the context of use of the services. The personal data processed, the categories of individual concerned and the nature of the operations carried out with this data may be amended in the purchase order or the documentation. In such an event, the company guarantees that it shall take all necessary steps to protect the security of the personal data that it may access or that may be disclosed to it within the context of execution of the contract. Thus, the company undertakes to implement all the appropriate technical and organizational measures - taking account of the level of expertise, of implementation costs, and of the nature, the scope, the context and the objectives of the personal data processing operations - that are required to ensure fulfilment by itself and its staff of these security-, integrity-, and confidentiality-related obligations, and more specifically:

- to refrain from processing or consulting said personal data for purposes other than fulfilment of its obligations relating to provision of the services on behalf of the party responsible for processing under the terms of the contract;
- to only process and consult said personal data in accordance with the documented instructions received from clients (on the understanding that the parties recognize that documented instructions have been obtained when the company is operating in execution of the contract), including with regard to the transfer of personal data to a third country or an international organization, unless it is required to do otherwise by the laws of the European Union or of a State whose legislation governs the company's operations; in such an event, the company shall inform the clients of this obligation before the relevant processing of personal data, unless the law concerned prevents it from doing so for important reasons of public interest;
- to implement all measures enabling all inappropriate, malicious, or fraudulent use of these personal data to be prevented;
- to take all appropriate precautions to protect the security of said personal data, ensuring that they are not deformed or damaged and that unauthorized third parties do not gain access to them, and to prevent any access that is not authorized in advance by the party responsible for processing;
- to implement all measures to (i) guarantee the confidentiality, integrity, availability and resilience at all times of the processing systems and services used, (ii) restore the availability of, and access to, the personal data within the appropriate timeframe in the event of a physical or technical incident and (iii) test, analyse and evaluate, on a regular basis, the efficacy of these measures;
- to ensure that the individuals authorized to process the personal data are bound by a suitable contractual or statutory obligation to maintain confidentiality; and, when the contract ceases in effect, to return the personal data processed on behalf of the client under the conditions stipulated in the article 'End of contract and Reversibility', and to destroy all the hard-copy or digital files containing said data, unless the laws of the European Union or French legislation require the

company to retain these personal data.

It is moreover expressly agreed between the parties that the company may subcontract the fulfilment of all or some of its obligations under the terms of the contract. The client recognizes that it has been provided with the list of subcontractors that the company is using for execution of the contract, and that these subcontractors may themselves use further subcontractors to fulfil their own obligations. The company shall notify the party responsible for processing of any changes involving the addition or replacement of subcontractors, to enable said party to make known any objections it may have. Whatever the circumstances, the company undertakes to only use subcontractors established in the European Union.

The company also undertakes to notify each subcontractor, and to sign a written contract with them requiring compliance with the standards laid down in (EU) Regulation 2016/679 issued by the European Parliament and Council on the 27th April 2016, on the understanding that in the event of a failure by a subcontractor to fulfil its obligations relating to the protection of personal data, the company shall be fully liable therefor vis-à-vis the client. The resources deployed by the company in order to ensure the security and confidentiality of personal data shall correspond to the details contained in the appendix 'Specifications of the Services', in the purchase order and in more general terms to the documentation. The company undertakes to continue to deploy these resources for the entire period of execution of the contract, failing which it shall notify the client immediately. Whatever the circumstances, the company undertakes that in the event of a change in the resources deployed to ensure the security and confidentiality of these personal data, it shall replace them with resources that are equivalent in their efficacy.

The company, in its capacity as a subcontractor, also undertakes to cooperate with the client for the purposes of:

- dealing with applications by individuals covered by the regulations relating to the protection of personal data to exercise the rights held by them, and with the responses to these applications. The company undertakes to inform the client of any applications of this kind that are received, by email, as promptly as possible after it learns of them, although responding to these applications shall remain the sole responsibility of the client;
- ensuring fulfilment by the client, within the context of execution of the contract, of its own obligations as regards the security and confidentiality of personal data;
- ensuring fulfilment of the obligation to notify the supervisory authority and to possibly inform the individual concerned in the event of a breach of personal data. The company undertakes in particular to notify the client by email as promptly as possible after it learns of any breach of personal data, and more specifically of any breach of security leading accidentally or illicitly to destruction, loss, damage, disclosure or unauthorized access to personal data undergoing processing, on the understanding that notification of the supervisory authority and potentially of individuals concerned shall remain the exclusive responsibility of the client;
- carrying out assessments of the impact of processing operations on the protection of personal data if the nature of said operations makes this necessary, consulting the supervisory authority if necessary, on the understanding the carrying out such impact assessments or consultation of the supervisory authority shall remain the exclusive responsibility of the client.

The company also undertakes to inform the client as promptly as possible if it considers that an instruction constitutes an infringement of the provisions applicable with regard to the protection of personal data. The client shall have the right to carry out, at its own expense (including with regard to the company's internal costs, and in particular days' work carried out by its employees, on the understanding that the charge for one (1) day's work shall be calculated on the basis of the hourly rate charged by the company at the time of these verifications), any verifications it considers to be of use in order to check that the company is fulfilling its obligations under the terms of the present article Personal Data, in particular by carrying out audits or inspections, up to a maximum of one verification operation per year, provided it notifies the

company at least seven (7) calendar days before the starting date of each operation and provided a detailed account of its request in this notification. These verifications may be carried out by the client itself or by a third party that it has selected, briefed and mandated to this end, and which is not considered as a competitor of the company by the company. Within this context, the company shall provide the client or said third party with the information needed to demonstrate its fulfilment of the obligations stipulated in this article and undertakes to assist with said verifications in collaboration with the client. The following principles shall apply under all circumstances:

- it is expressly agreed that the following shall not be subjected to verification: any financial or personal data that does not concern the client, and any information that if disclosed may compromise the security of the client's systems and / or data (involving for example a risk to the confidentiality of information) or those of other clients of the company, or the source codes of the software used for provision of the services;
- the duration of the verification operations shall not exceed three (3) business days;
- the individual in charge of verification operations may not make copies of documents, files, data or information, in full or in part, nor take photographs or digitize, nor make sound video or digital recordings; he or she may not moreover request that all or any such items be provided or sent to him or her; the company may organize consultation of sensitive documents in a secure location (black room);
- individuals in charge of verification operations will only be admitted to the premises of the company or of one of its subcontractors after the client has declared their identities; the client must ensure the integrity of the individuals tasked with carrying out verification operations, whether they are employed by the client or by an external auditing firm, and the client shall guarantee the company that these individuals will fulfil the obligations regarding confidentiality set out in this contract, and in more general terms will maintain the absolute confidentiality of any information they may acquire within the context of these verification operations;

The annex 1 called "Data processing agreement" governs the processing(s) of personal data carried out by iRaiser, acting as a subcontractor, in the name and on behalf of its customer ("Customer") who is responsible for processing, in order to provide the services indicated in the Agreement ("the Services").

11 - Confidentiality

Each of the parties undertakes (i) to maintain the confidentiality of all the information it receives from the other party within the context of execution of the contract (hereinafter 'the confidential information'), and in particular (ii) to refrain from disclosing the other party's confidential information to any third party, other than employees or agents who need to know it; and (iii) to refrain from using the other party's confidential information other than to exercise its rights and fulfil its obligations under the terms of the contract. Notwithstanding the above provisions, neither of the parties shall be under any obligations with regard to information that (i) has already entered, or subsequently enters, the public domain through no fault of the party receiving it, (ii) is independently developed by the party receiving it, (iii) is known to the party receiving it before the other party discloses it, (iv) is legitimately received from a third party that is not bound by an obligation relating to confidentiality, or (v) has to be disclosed by law or by court order (in which case it must only be disclosed to the extent that is required and after written notice of this disclosure is sent to the party that provided it).

The obligations upon the parties relating to the confidential information shall remain applicable for the entire duration of the contract and for as long after it expires as the information concerned remains confidential for the party disclosing it, and in any event for a period of 5 years after it expires. Each of the parties must return all the copies of the documents and storage media containing the other party's confidential information,

as soon as the contract ceases in effect, whatever the reason for that development. The parties also undertake to ensure compliance with these provisions by their personnel, and by any agent or third party who may be involved on any basis within the context of the execution of the contract.

12 - Intellectual property

12.1 Intellectual property of the client

In general terms, the contract does not provide for any assignment of intellectual property rights to the company by the client.

The company is however being granted usage rights - to enable the satisfactory provision of the services and execution of the contract - covering the client's distinctive signs (such as its logos, trademarks and / or images) and all or part of the client's website (including its content and components) (hereinafter jointly designated as 'the elements').

These rights include:

- reproduction rights: the right to reproduce all or some of the elements in unlimited numbers via any media already known or as yet unknown;
- representation rights: the right to disclose to the public all or some of the elements, directly or indirectly, by any means or communication network already known or as yet unknown, in any form, to the public in general or to categories of the public in particular, such that each individual is able to access it from the location and at the time he or she individually selects;
- adaptation rights: the right to modify all or some of the elements, to include them in any configuration, to interface them with any software, data base or IT product, to integrate all or some of them towards or into existing or future works, on any media mentioned in this article;
- usage rights: the right to use and exploit the elements for the purposes of carrying out all forms of processing, on whatever basis.

All the above rights apply to means of exploitation by any vectors, media, techniques or methods of communication, of any kind, already known or as yet unknown, and in particular:

- direct or indirect circulation by any electronic means or method of telecommunication or electronic communication, by satellite or by cable,
- intranet and internet;
- landline or mobile telephone networks;
- any client-server, thin client, fat client, cloud data technology;
- media of any kind: paper, electronic, magnetic, optical, disk, network, diskette, DVD, CDV, CDI, CD Rom, CD Worm, PDA, computer, smartphones, digital pads.

These rights are restricted to the level necessary for the satisfactory provision of the services and execution of the contract.

They are being granted for the entire world and for the duration of the contract, it being stipulated that these rights shall remain in effect after the contract ceases in effect, whatever the reason for that development, and then for a further period of 5 years, solely to enable satisfactory execution of the article 'Commercial References'. In all other circumstances, the company shall refrain from publishing or circulating any document or communication medium that uses the elements, and in more general terms from using said elements, without obtaining prior written authorization to do so from the client, and may not under any circumstances assign, grant or license said elements, whether free of charge or against remuneration

12.2 Intellectual property of the company

The methods, the expertise and the resources owned by the company and used to provide the services shall remain its property.

The services, together with the documentation, are the property of the company, in accordance with the provisions of the intellectual property code. The granting of a usage licence shall not give rise to any transfer of ownership to the client.

All the elements making up the services, including the interfaces supplied to the client for the purposes of executing the contract, the

documentation, and all the other information supplied by the company to the client, are and shall remain the exclusive property of the company. In general terms, and without prejudice to the provisions of the article 'Usage Licence', no intellectual property rights relating to use of the services are being transferred to the client. As a consequence of this, the client agrees to refrain from taking any action that may directly or indirectly infringe intellectual property rights relating to the services, or in general terms the associated trademarks.

The company provides its services under a white label. However, the customer acknowledges that the mention "powered by iRaiser" in the footer represents a prerequisite in order to enforce the company's intellectual property rights.

Any use by the client of the services that has not been expressly authorized by the company under the terms of the article 'Usage Licence' is unlawful, in accordance with the provisions of the intellectual property code, among others.

The client is in particular prohibited from engaging in:

- any reproduction, representation, circulation or distribution of the services, or of the documentation, in particular by loading them onto a network, whether against remuneration or free of charge;
- any use of services, or of documentation, by any means, for the purposes of designing, creating, circulating or marketing of services that are similar or equivalent or that serve the same purpose, or of documentation that is similar or equivalent or that serves the same purpose;
- the adaptation, modification, transformation, or arrangement of the services, or of the documentation, for any reason, including for the purpose of correcting errors;
- any direct or indirect transcription, or any translation into other languages, of the services, or of the documentation;
- any decompilation or translation of the object code for the services into a source code;
- any use for processing that has not been authorized by the company;
- any modification or by passing of the protective codes such as in particular the login credentials.

13 - Liability and Losses

13.1 Liability

The client undertakes to deploy all necessary efforts and diligence to ensure the satisfactory fulfilment of its obligations under the terms of the contract and more specifically the satisfactory functioning of the services. The company may only be held liable for unsatisfactory fulfilment or non-fulfilment of its obligations under the terms of the contract in the case of proven fault on its part. The company may not be held liable for any non-fulfilment, whether total or partial, or for any delay in fulfilment of its obligations under the terms of the contract, or for the detriment that may arise therefrom for the client, that results directly or indirectly from:

- fault on the part of the client, for example in the event of non cooperation by client in deployment of the services, or of use by the client of the services in a manner that is not in accordance with normal practice or with the recommendations provided by the company in any form, and in particular with those contained in the documentation, especially but not exclusively with regard to security;
- fault on the part of a third party (malicious intrusion in the information, the network or the client's site or into the services, unauthorized or abusive use of the client's login credentials allowing access to the services, DDoS attack, transmission of viruses or other harmful elements, etc.);
- the occurrence of disruptions or hazards inherent in the internet (for example, failure on the part of the electronic communications operator or the internet service provider for the client, the contact or the host affecting the continuity of access to the services) or presenting the characteristics of 'force majeure' as the term is used in current regulations and case law;
- late provision, or else provision without the necessary diligence, by the client to the company of documents, information or other

elements requested by the company, or a failure on the part of the client to meet the prerequisites necessary for the installation and / or functioning of the services as stipulated in the purchase order and the documentation;

- a temporary interruption of the services within the context of a maintenance period and / or a scheduled interruption announced to the client in accordance with the article 'Availability of the Services';
- a slow-down in operation of the services during a period of restoration and reconstitution of the data and content following the occurrence of an incident;
- a refusal by the company to provide maintenance, update or technical assistance services on the grounds that such an intervention is excluded under the terms of the article 'Presentation of the Services'.

It is moreover expressly agreed between the parties that:

- the company shall not exercise any control over the data processed and hosted within the context of the services, and may not therefore be held liable with regard to the gathering, processing and use of such data (including the data that the client gathers by means of the services - for example data input by the internet users onto the web pages created to enable collection by means of the services, or data gathered via cookies or other similar tracking devices or technology incorporated into said web pages - as well as the data it imports into the services from its own resources), said operations being carried out under the exclusive responsibility of the client, which guarantees the company against any action and any rulings against it in this connection. The same applies to data originating with third parties and used in the provision of specific functions enabling the enrichment, standardization or verification of the quality of the data;
- the company shall not exercise any control over the use made of the services by the client (in particular with regard to the operations it carries out by means of said services) or over the content created, circulated or published by the client or whose creation, publication or circulation has been authorized by the client within the context of use of the services under the sole responsibility of the client, hosted within the context of said services. The company may not therefore be held liable with regard to any use of the services or content that may infringe the rights of third parties and / or contravene the provisions of the laws and regulations in force. The client guarantees the company against any action and any rulings against it in this connection;
- the company shall not become involved in any capacity in relations between the client and its contacts. It may not be held liable with regard to use of the services by the contacts or to use by the client of the services within the context of its relations with its contacts. The client guarantees the company against any action and any rulings against it in this connection;
- in general terms, the company may not under any circumstances be held liable for any failure by the client to fulfil its obligations under the relevant laws or regulations, and the client guarantees the company against any action and any rulings that may arise from such a failure on the part of the client.
- within the context of synchronizations set up between iRaiser and a database provider, iRaiser commits to provide all the necessary assistance concerning possible synchronization incidents. Synchronizations passing through a set of intermediaries (routers, servers, Internet service providers, ...), any communication may be interrupted or a network parcel may be distributed several times; also, the client must ensure that the database provider has the required mechanisms to identify data, avoiding the creation of duplicates, as well as the classic procedures of de-duplication. iRaiser will not be held responsible in the case of the creation of duplicates in the customer's database. In addition, the customer agrees to check all the impacts of the modifications. Synchronizations are guaranteed for 7 days time during which the customer commits to test and verify the correct integration of the data, and to provide iRaiser with all cases that do not correspond to the initial request. iRaiser commits within this period to make all the

the initial request. iRaiser commits within this period to make all the necessary modifications and to resynchronize the data if necessary. Beyond 7 working days after delivery, the synchronization project will be closed and any new request will be subject to a new quoted project. Finally, iRaiser commits to carry out the necessary actions to optimize the maintainability of the synchronizations.

Furthermore, the company shall not under any circumstances be bound by an obligation to provide guidance with regard to the efficacy of communication, marketing, or fundraising campaigns, or in more general terms with regard to any operation carried out by the client by means of the services, and shall not under any circumstances make any commitments as to the success or performance achieved with such campaigns or operations, which are designed, formalized and deployed by - and under the sole responsibility of - the client. The company may not therefore be held liable in this connection.

13.2 Losses

The parties agree that the company shall only be held liable for the consequences of direct damage, and that no compensation shall be paid for indirect damage. The term 'indirect damage' shall in particular cover loss, deterioration, corruption or destruction of data, files or information, time losses, losses of profit or business, reductions of margins, loss of income, failures of campaigns, losses of opportunities, of orders, or of clients, interruptions to business, losses of earnings, disruptions to commercial activities, the cost of obtaining replacement products, services or technology, damage to brand image, the failure to achieve results and / or expected results together with the actions of third parties.

The parties agree that if the company is held liable, its liability shall be limited, other than in cases of demonstrated serious or deliberate fault on the part of the company, to the amounts paid by the client under the terms of the purchase order, up to a maximum figure corresponding to 6 months (exclusive of tax) of the monthly subscription charge stipulated in said purchase order.

The stipulations of the present article 'Liability and Losses':

- correspond - in particular with regard to the client's entitlement to cancel the contract at any time subject to the conditions set out in the article 'Duration', but also in view of the favourable economic terms of the contract for the client - to the balance sought by the parties and sharing of risks accepted by both parties in compliance with the provisions of the Code civil;
- shall remain in force after the contract ceases in effect, whatever the reason for that development, until they have fully served their purpose.

14 - Insurance

The company certifies that it has obtained insurance from a reputable and solvent insurance company established in France, covering all the financial consequences of its professional, criminal and / or contractual liability with regard to any injury or material / immaterial damage caused to the client or to any third party within the context of the execution of the contract. The policy concerned was obtained from AXA France IARD SA, a public limited company with share capital of 214 799 030 euros, with its registered office located at 313 Terrasses de l'Arche - 92727 Nanterre Cedex, RCS (trade and companies register) reference: Nanterre 722 057 460. The geographical coverage is Europe. The company undertakes to provide the client with any documentary evidence it may request.

15 - Commercial References

The company may quote the client's name as a commercial reference in accordance with normal business practice, in particular in its press releases, business presentations and advertising material. Within this context, the company is in particular authorized to use the client's company name and / or trade name, as well as its distinctive signs (logo, trademark or image). The rights set out in this article shall remain in effect after the contract ceases in effect, whatever the reason for that

development, and then for a further period of 5 years.

16 - Subcontracting and assignment

16.1 Subcontracting

The company is expressly authorized by the client to use the services of subcontractors within the context of the contract in order to provide all or some of the services.

16.2 Assignment

The client may only assign or transfer the contract, or all or some of its rights and obligations under the terms of the contract, to a third party after the company has expressly agreed to this. The client expressly agrees in advance that the company may assign or transfer the present contract, or its rights and obligations under the terms of the contract to a third party, after notifying the client of said assignment.

In the specific case of a change in control of a party resulting from merger-takeover, demerger or partial asset transfer, the contract shall then be treated in the same way as the other assets within the context of the universal transmission of assets, with no requirement to notify, or obtain advance permission from, the other party.

17 - General stipulations

17.1 Good faith

The parties agree that they shall fulfil their respective obligations in absolute good faith.

17.2 Toleration

Unless it is indicated otherwise in the contract, the parties agree that even if one of them tolerates a situation - for example by opting not to insist upon the application of certain stipulations of the contract or indeed those of applicable laws or regulations - whatever the frequency and duration of this, this shall not amount to a modification of the contract and shall not result in the other party acquiring the rights from which it has benefited. What is more, such a toleration may not be interpreted as a waiver of the rights concerned.

17.3 Sincerity

The parties declare that the present commitments are being made sincerely. In this connection they each declare that there are no factors whose disclosure would have compromised the consent of the other party.

17.4 Independence of the parties

The parties recognize that each of them is operating on its own behalf as a party independent of the other. The contract does not constitute an association, nor a franchise, nor a mandate issued by one of them to the other, and neither of them may make commitments in the name of or on behalf of the other. Each of the parties shall retain sole responsibility for its actions, assertions, commitments, services, products and personnel.

17.5 Non-exclusivity

The contract does not in any way constitute a commitment to grant exclusive rights by either of the parties. Each party reserves the right to sign the same type of commitment for the same type of services with any third party.

17.6 Headings

Should any difficulties in interpretation arise as the result of a contradiction between any of the headings at the start of the articles and any of the articles themselves, the headings shall be declared non-existent.

17.7 Invalidity

Should one or more stipulations of the contract be deemed invalid or declared as such by application of a law, a regulation or a decision pronounced on a 'res judicata' basis by a court holding jurisdiction in the

matter, the other stipulations shall retain their full force and scope.

17.8 Domiciliation

For the execution of the contract and unless stipulated otherwise, les parties agree that all correspondence and notifications are to be sent to their respective registered offices.

18 - Applicable law

The present contract is governed by French law. This shall apply both to rules of substance and rules of form, regardless of the location in which the main or accessory obligations are fulfilled.

19 - Court holding jurisdiction

In order to jointly arrive at a solution to any disputes that may arise during execution of the contract, the parties agree that they shall meet within 30 days of the receipt of a registered letter with receipt slip requested formally sent by one of the parties to the other. IF, SIXTY (60) DAYS AFTER RECEIPT OF NOTIFICATION SENT AS INDICATED IN THE PREVIOUS PARAGRAPH THE PARTIES HAVE NOT AGREED UPON A SETTLEMENT OR SOLUTION, THEY EXPRESSLY AGREE THAT THE DISPUTE SHALL BE SUBMITTED TO THE PARIS 'TRIBUNAL DE COMMERCE' (COMMERCIAL COURT), EVEN IN THE CASE OF MULTIPLE DEFENDANTS OR RECOURSE IN WARRANTY, AND EVEN FOR URGENT PROCEEDINGS, PROTECTIVE PROCEEDINGS, SUMMARY PROCEEDINGS OR PROCEEDINGS INSTIGATED BY APPLICATION.

20 - Appendices

Appendix 1: Data processing agreement