

GENERAL CONDITIONS OF SALE OF SERVICES AND USE OF THE SOFTWARE

PREAMBLE

The present Terms & Conditions ("**T&C**") constitute, in accordance with Article L 441-1 of the French Commercial Code, the sole basis of the commercial relationship between the parties.

They are intended to define the conditions under which the company ALTGENCY, a simplified joint stock company with a capital of 35,000 €, whose registered office is located at 5-7 Avenue Bellevue, 06100 NICE, registered in the NICE Trade and Companies Register under number 884 047 284, represented by Sylvain PAGES, acting in his capacity as Chairman ("**The Provider**") provides to the Professional Customers ("**The Customers**" or "**the Customer**") who request it, via the Provider's website, by direct contact or via a paper medium, the services set forth hereinafter ("**the Services**").

ARTICLE 1 - SCOPE AND DEFINITIONS

1.1. Definitions

Capitalized terms in this T&C, whether used in the singular or plural, shall have the meanings set forth below.

Adaptations means a group of services performed by the Provider, including specific developments and/or interfaces and/or customization of editions, performed under a separate service contract

Affiliate means a subsidiary of the Customer or the Group

Anomaly means, depending on the maintenance services subscribed, a malfunction of the Software, reproducible by the Service Provider, preventing its use in accordance with the Documentation

Quotation means the commercial quotation containing the particular conditions of the General Conditions, as provided in the appendix to this Document and duly signed by the Provider and the Client

Documentation means the description of the functionalities and the instructions for use of the Software. It is provided in electronic form in the French language. Any other documentation is excluded from the scope of the Contract, in particular the commercial documentation and the training documentation.

Data means the information, publications and, in general, the data in the Customer database, the use of which is the subject of this contract, which can be consulted only by Users

Group means the legal entity that controls the Customer

Identifiers means both the user's own identifier ("login") and the connection password ("password"), communicated after registration to the Services

Internet refers to the set of interconnected networks, which are located in all regions of the world

Software means any software provided by the Provider to the Customer

Service means the service(s) offered by the Provider to improve the management and monitoring of the Customer's bank loans and to facilitate the Customer's communication and *reporting* obligations with its banks, namely:

- a right of access to the servers of the Provider under the conditions defined below;
- a non-exclusive and non-transferable right to use the Software;
- a set of services defined hereafter, in particular Data hosting, Software maintenance, technical assistance.

Site means any of the websites accessible at the following addresses: www.altgency.com and/or app.altgency.com

User means a natural person having access to the Software

1.2. Scope of application

The T&C shall apply, without limitation or qualification, to all Services rendered by the Provider to Customers of the same category, regardless of any clauses that may appear in the Customer's documents, including its general terms and conditions of purchase.

In accordance with the regulations in force, these T&C are systematically communicated to any Customer (except wholesalers) who requests them, to enable him to place an order with the Provider. They are also communicated to any Customer prior to the conclusion of a single agreement referred to in Articles L 441-3 et seq. of the French Commercial Code, within the legal deadlines.

Any order of Services implies, by the acceptance of the Quotation, on behalf of the Customer, the acceptance of the present T&C of the Provider's website for electronic orders.

The information contained in the Provider's catalogs, brochures and price lists is given as an indication and may be revised at any time.

The Provider is entitled to make any changes to the T&C as it sees fit.

In accordance with the regulations in force, the Provider reserves the right to depart from certain clauses of these T&C, depending on the negotiations carried out with the Customer, by drawing up Special Terms and Conditions of Sale ("**Special T&C**" or "**Agreement**").

The Provider may, in addition, establish Categorical General Terms and Conditions of Sale, derogating from the present T&C, according to the type of Customer considered, determined from objective criteria. In this case, the Categorical General Terms and Conditions of Sale apply to all Customers meeting these criteria.

ARTICLE 2 - ORDERS

2.1. Quotation

The sale of Services is only perfected after a quotation including Special T&C when applicable (the "Quotation") has been drawn up and accepted, by an act expressly materializing this acceptance of the Quotation in writing or directly by countersigning the Quotation. The contract between the Client and the Service Provider (the "Contract") will start upon acceptance of the Quotation.

The Provider may have electronic ordering facilities (including acceptance and confirmation) (site references) allowing Customers to order Services in the most convenient and timely manner.

For orders placed exclusively on the Internet, the registration of an order on the Provider's website is completed when the Customer accepts these T&C by checking the box provided for this purpose and validates his order. The Customer has the possibility to check the details of his order, its total price and to correct possible errors before confirming his acceptance (article 1127-2 of the Civil Code). This validation implies the acceptance of the entirety of the present T&C and constitutes a proof of the sale contract.

Once the Quotation is accepted, the Provider will send an email to the Customer confirming the order and the Special T&C.

The data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Customer.

2.2. Changes

Any changes to the order requested by the Customer will only be taken into account, within the limits of the Provider's possibilities, if they are notified in writing at least 15 days before the date scheduled for the provision of the ordered Services, after the Customer has signed a specific purchase order and the price has been adjusted if necessary.

2.3. Down payment

In case of cancellation of the order by the Customer after its acceptance by the Provider less than 15 days before the date scheduled for the provision of the ordered Services, for any reason except force majeure, the deposit paid at the time of the order, as defined in the article "Terms of payment – Payment deadlines" of these T&C, shall be automatically acquired by the Provider and shall not give rise to any refund.

ARTICLE 3 - RIGHT TO USE THE SOFTWARE

3.1. Right to use

The right to use the Software is granted by the Provider to the Customer for the duration of the Contract.

The Customer has a personal right to use the Software in SaaS mode, which is granted to him for his internal operating needs and those of his Affiliates or his Group within the limits of the acquired rights.

The Customer agrees to immediately inform the Provider if the number of Users of the Services,

or other metrics such as document volume, exceeds the scope of use set forth in the Special T&C. In this case, the Customer shall immediately pay an additional fee, the amount of which shall be set forth in an amendment to the Contract. The ownership of the Contract may not be assigned or transferred, even free of charge, to Affiliates or the Group, even if they have rights of use under the Contract. The Affiliates or the Group may only use the Services in accordance with the terms and conditions of the Contract.

The Client is responsible for the compliance of the Affiliates and the Group with the terms of the Contract and shall bring the contents to their attention.

The Software may be used in a "multi-company" mode, i.e. Affiliates and the Group have the right to connect. The Customer shall provide the Provider with a list of Users at the signature of the Quotation, and then every year until the end of the Contract. Furthermore, it is expressly stated and accepted by the Client that any company losing its Affiliate status or no longer belonging to the Group will no longer be authorized to use the Software under the Contract. This change of status must be notified to the Provider as soon as possible.

The Services must be used:

- In accordance with the provisions of the Contract and the requirements contained in the Documentation;
- For the sole personal and internal needs of the Client or of the Client, its Affiliates and the Group in the case of a "multi-company" use.

Any use not expressly authorized by the Provider constitutes an infringement punishable by Article L.335-3 paragraph 2 of the Intellectual Property Code.

In particular, the Customer is prohibited from:

- Any representation, distribution or marketing of the Software, whether free of charge or for a fee;
- Any direct or indirect provision of the Software or Documentation to a third party;
- Any use for a treatment not authorized by the Provider.

3.2. Volumetry

Following the execution of the Contract, the Customer has access to a database whose volume is indicated in the Quotation. This volume may be modified upwards at any time or downwards only at its renewal date, at the request of the Customer. This change will be subject to a specific amendment and special pricing conditions.

3.3. SaaS and access to the software

The Customer account is personal. The Customer is solely responsible for the preservation and confidentiality of his login and password as well as all the data he transmits. Any use of his login and password will imply that the Software is being used by the Customer himself, without the need of further verification or confirmation.

The Customer agrees to notify the Provider immediately by email of any voluntary or involuntary communication to third parties or theft of his login and password. Upon receipt, the Provider will send an acknowledgement of receipt. The Customer agrees to change his password without delay.

The Provider sends the Customer an activation email allowing him to create his account, then sends him an email confirming the creation of his account and the possibility to access the Service.

The Customer undertakes to transmit to the Provider, at the latest on the day of the validation of the Quotation, the email addresses of the Users, thus allowing to activate the access to the Service. The Customer is responsible for the accuracy of the information provided for the use of the Service (in particular the correct spelling of the addresses, their regular update...).

ARTICLE 4 - MAINTENANCE AND ASSISTANCE

The Customer benefits, in addition to its right to use the Software, from assistance and maintenance services. The maintenance concerns the verification, analysis and correction or the provision of workarounds for the Anomalies affecting the Software and the Service. The maintenance is provided as part of an obligation of means and the Provider does not guarantee that all defects are corrected.

In any case, in order to allow the execution of the services of assistance and maintenance, the Customer commits himself in particular to:

- Refer to the Documentation before each request for service;
- Provide the Provider with all information necessary for the reproduction and resolution of the Defects;
- Designate, within the Provider, a competent contact person in charge of the treatment of the Anomalies and to be available during any intervention of the Provider;
- Facilitate the access of the Provider's personnel to all its facilities if necessary and to ensure free access to the premises as well as to indicate a suitable correspondent.

ARTICLE 5 - ADDITIONAL SERVICES

The Contract does not cover additional services recommended by the Provider or requested by the Customer to meet its specific needs.

ARTICLE 6 - RATES

Services are provided at the Provider's rates in effect on the date the order is placed, according to the Quotation previously prepared by the Provider and accepted by the Customer, as set forth in the "Orders" section above. A fee may also be charged for set-up work performed in connection with the preparation of the Quotation, even if the Quotation is not accepted by the Customer.

The rates are net and exclusive of tax. It is expressly agreed that the amount of the sums invoiced by the Provider will be revised each year according to the index of the hourly cost of work for all employees of the companies of the Syntec Federation.

An annual invoice is established by the Provider and given to the Customer at the time of each provision of Services.

The conditions for determining the cost of services for which the price cannot be known *a priori* or indicated with accuracy, as well as the method of calculating the price to verify the latter, will be communicated to the Customer or will be the subject of a detailed estimate, at the Customer's request, in accordance with the provisions of Article L.441-1, III of the Commercial Code.

ARTICLE 7 - PAYMENT CONDITIONS

7.1. Settlement times

A deposit of 20% of the total price of the Services ordered is required at the time the Contract takes effect.

The balance of the price is payable in cash, on the day the Services are made available by the Provider to the Client. The Provider shall notify the Customer in writing of such availability.

The Provider shall not be obliged to provide the Services ordered by the Customer if the Customer does not pay the price of the Services to the Provider in accordance with the terms and conditions set forth in these T&C.

No discount will be given by the Provider for payment before the date shown on the invoice or within a period shorter than that mentioned in these T&C.

7.2. Late fees

In the event of late payment and payment of amounts due by the Customer beyond the time limit set forth above, and after the payment date indicated on the invoice sent to the Customer, late payment penalties calculated at the annual rate of 5% of the amount including VAT of the price of the Services indicated on the said invoice, shall be automatically, and by operation of law, due to the Provider, without any formality or prior formal notice.

Late payment shall result in the immediate payment of all sums due to the Provider by the Customer, without prejudice to any other action that the Provider may be entitled to take against the Customer in this respect.

In the event of non-compliance with the above payment terms, the Provider further reserves the right to suspend the provision of the Services ordered by the Customer, to suspend the performance of its obligations and to cancel any discounts granted to the Customer.

7.3. Lack of compensation

Except with the prior written agreement of the Provider, and provided that the reciprocal claims and debts are certain, liquid and due, no compensation may be validly made by the Customer between any penalties for delay in the provision of the ordered Services or non-compliance with the order, on the one hand, and the sums paid by the Customer to the Service Provider for the purchase of the said Services, on the other hand.

ARTICLE 8 - TERMS AND CONDITIONS OF SERVICE PROVISION

The Contract shall become effective upon the date of countersigning the Quotation or upon receipt of the instrument expressly evidencing acceptance of the Quotation in writing.

Its duration is fixed at 12 months, starting from its entry into force. At the end of the period defined in the Quotation, the right to use the Software granted to the Customer will be automatically renewed by tacit agreement for successive periods of twelve (12) months, unless terminated in accordance with the conditions set out in the article "Termination of the Contract".

The Customer undertakes, upon notification of the termination of the Agreement, not to increase

the volume of transactions processed in the Software.

The Services requested by the Customer shall be provided within a maximum of 30 days from the date of receipt by the Provider of the corresponding purchase order, duly signed, accompanied by the required deposit.

This period is not a strict deadline and the Provider shall not be liable to the Customer for any delay in the provision of the Services not exceeding 90 days. In case of delay exceeding 90 days, the Customer may request the termination of the sale. Any advance payments already made will be returned to the Customer by the Provider.

The Provider shall not be liable for any delay or suspension of the supply of the service attributable to the Customer, or in case of force majeure.

The Services shall be provided at the location designated in the Contract.

The Services may be provided at any other location designated by Customer, subject to 30 days' notice and at Customer's sole expense.

Similarly, in the event of a specific request from the Customer concerning the conditions of provision of the Services, duly accepted in writing by the Provider, the related costs will be subject to specific additional invoicing, based on an estimate previously accepted by the Customer.

In the absence of reservations or claims expressly made by the Customer upon receipt of the Services, the latter shall be deemed to be in conformity with the order, in quantity and quality.

The Customer shall have a period of 30 days from the provision of the Services in which to make such reservations or claims in writing to the Provider, together with all supporting documentation.

No claim can be validly accepted in case of non-compliance with these formalities and deadlines by the Customer.

The Provider shall promptly refund or rectify to the Customer (to the extent practicable) at its own expense, in a manner agreed to by the Customer, any Services that the Customer proves to be defective.

In the event of a specific request from the Customer concerning the conditions of supply of the Services, duly accepted in writing by the Provider, the related costs will be the subject of a specific additional invoice, based on an estimate previously accepted by the Customer.

ARTICLE 9 - PROVIDER'S LIABILITY - GUARANTEE

The Provider warrants, in accordance with the law, the Customer against any lack of conformity of the Services and any latent defect, arising from a defect in the design or supply of the Services to the exclusion of any negligence or fault of the Customer.

The Provider's liability shall be limited to proven fault or negligence and shall be limited to direct damages to the exclusion of any indirect damages of any kind.

In order to assert its rights, the Customer shall, under penalty of forfeiture of any action relating thereto, inform the Provider, in writing (e-mail + registered mail with acknowledgement of receipt), of the existence of the defects within a maximum period of 10 days from their discovery.

The Service Provider shall rectify or cause to be rectified, at its sole expense, in a manner acceptable to the Customer, any Services found to be defective.

In any case, in the event that the Provider's liability is retained, the Provider's guarantee is limited to the amount paid by the Customer for the provision of the Services.

ARTICLE 10 - CUSTOMER'S RESPONSIBILITY

The Customer and the User undertake to comply with the applicable regulations on intellectual property, personal data protection, respect for privacy and, more generally, to comply with all the regulations in force.

The Customer warrants that he/she has all necessary authorizations to use the Software. The Customer shall not include in the data any illegal elements, such as defamatory and racist statements, for example, or personal data that are the subject of an undeclared file.

In the event of an amicable claim or a formal notice from a third party addressed to the Provider considering that the content is illicit or causes it a prejudice, the latter will inform the Customer without delay.

If it appears to the Provider that data hosted on behalf of the Customer is clearly illegal, the Provider may take any measure to remove access to the disputed content or to make access impossible and will inform the Customer. The suspension or interruption of access to the Content for the reasons mentioned above shall not entitle the Provider to any compensation from the Customer.

In addition, the Customer shall remain liable to the Provider for the full amount of the agreed price during the entire period of suspension or interruption. In any case, the Customer shall indemnify the Provider against the financial consequences of any recourse, action, and *a fortiori* any condemnation to which the Provider may be exposed.

The Customer also agrees that Users will not misuse the Services or assist a third party to do so.

By way of example, and without this list being exhaustive, the Customer and/or a User may not undertake, or even attempt to undertake, the following actions related to the Services:

- probe, scan or test the vulnerability of any system or network, unless done in accordance with a vulnerability detection program subscribed to by the Provider and upon receipt of a written agreement;
- violate or otherwise circumvent any security or authentication measures;
- access, modify or use non-public areas or portions of the Services or shared areas of the Services to which it is not invited to access;
- disrupt or interfere with any User, host or network access, including, without limitation, via means of submitting a virus, overloading, flooding, spamming, or mail-bombing any portion of the Services;
- to consult the accounts giving access to the Services, to carry out research or to create accounts by another means than our public interfaces (techniques of "scraping" or creation of accounts in mass, for example);
- send unsolicited communications, promotions or advertising, or spam;
- send altered, misleading or false source identification information, including via spoofing or "phishing" methods;
- promote or advertise products or services other than its own without proper

- authorization;
- override set storage space quotas;
- sell all or part of the Services, unless specifically authorized to do so;
- publish or share content that is obscene, pornographic, or contains extreme violence, terrorist acts, including terrorist propaganda;
- incite bigotry or hatred toward a person or group of persons because of their religion, ethnic origin, gender, gender identity, sexual orientation, disability or impairment;
- harass or abuse ALTGENCY personnel or representatives or agents performing services on behalf of ALTGENCY;
- violate the law in any way, including by storing, posting or sharing fraudulent, defamatory or misleading content;
- infringe on the privacy or rights of others

ARTICLE 11 - COMPLIANCE WITH SOCIAL LEGISLATION

The Provider's staff remains under its hierarchical and disciplinary authority in all circumstances. The Provider guarantees, in its capacity as employer, the administrative, accounting and social management of its employees involved in the performance of the services provided herein.

Pursuant to Articles L 8221-1, L 8221-3, L 8221-5, and in accordance with Articles L 8222-1 and D 8222 -5 of the French Labor Code, the Provider shall provide the Customer, upon request, with

- A certificate of supply of social declarations from the social protection organization responsible for collecting the social contributions due;
- A KBIS extract

as required by the law regarding the prohibition of concealed work.

The Provider certifies that its employees are regularly employed in accordance with Articles L 3243-2 and L 1221-10, L 1221-13, L 1221-15 of the French Labor Code.

ARTICLE 12 - INTELLECTUAL PROPERTY RIGHTS

The Provider retains all intellectual property rights to all studies, drawings, models, prototypes, etc., made (even at the request of the Customer) for the purpose of providing the Services to the Customer. The Customer shall not reproduce or exploit such studies, designs, models, prototypes, etc. without the express prior written consent of the Provider, which may be subject to a financial consideration.

ARTICLE 13 - NON-SOLICITATION OF PERSONNEL

Each of the Parties undertakes not to hire or have employed, directly or through an intermediary, any collaborator of the other Party in connection with the execution of the General Terms and Conditions, regardless of his or her specialization and even if the initial solicitation is made by said collaborator. This waiver is valid for the entire duration of the General Terms and Conditions and for a period of twelve (12) months from the expiry of the General Terms and Conditions, for whatever reason. In the event that one of the Parties does not respect this obligation, it undertakes to compensate the other Party by paying a lump sum equal to the gross salary that the employee will have received during the twelve (12) months preceding his departure.

ARTICLE 14 - FIGHT AGAINST FRAUD, MONEY LAUNDERING AND CORRUPTION

Each Party agrees to, and shall cause the Parties related to it to, do the same:

- Comply with all applicable laws, statutes, regulations and codes relating to anti-fraud, anti-money laundering and anti-corruption (the "Anti-Fraud Provisions");
- Not to commit any act that would violate any of the Anti-Fraud Provisions;
- Refrain from any act or omission that may cause the other Party to violate any Anti-Fraud Provisions;
- Establish and maintain during the term hereof their own policies and procedures to ensure compliance with applicable requirements and enforce them as appropriate.

ARTICLE 15 - PERSONAL DATA

The personal data collected from the Customers are the subject of a data-processing treatment carried out by the Provider. They are recorded in its customer file and are essential to the processing of the order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of the orders and the possible applicable guarantees.

The data controller is the Provider. Access to personal data will be strictly limited to employees of the data controller who are authorized to process such data by virtue of their position. The information collected may be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the Customer's authorization being necessary.

In the course of performing their services, third parties shall have only limited access to the data and shall be obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Provider shall not sell, rent, transfer or give access to third parties to the data without the prior consent of the Customer, unless it is obliged to do so for a legitimate reason.

If the data is transferred outside the EU, the Customer will be informed and the guarantees taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of standard protection clauses validated by the Commission Nationale de l'Informatique et des Libertés ("CNIL"), adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Customer has the right to access, rectify, delete, and port his or her data, as well as the right to object to the processing for legitimate reasons. These rights may be exercised by contacting the data controller at the following postal or e-mail address: privacy@altgency.com. In the event of a complaint, the Customer may address a complaint to the personal data protection officer of the Commission Nationale de l'Informatique et des Libertés.

ARTICLE 16 - REVIEW

These T&C expressly exclude the legal regime of unforeseeability provided for in Article 1195 of the Civil Code for all operations of Provision of Services from the Provider to the Customer. The Provider and the Customer hereby waive the right to invoke the provisions of Article 1195 of the

French Civil Code and the unforeseeable circumstances provided for therein and agree to assume their obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their performance proves to be excessively onerous, and to bear all the economic and financial consequences thereof.

ARTICLE 17 - FORCED PERFORMANCE IN KIND

In the event that either Party fails to fulfil its obligations, the Party suffering the default shall have the right to request the forced execution in kind of the obligations arising from the present contract. In accordance with the provisions of Article 1221 of the Civil Code, the creditor of the obligation may pursue such compulsory execution after a simple formal notice, addressed to the debtor of the obligation within 10 days, which has remained unsuccessful, unless such execution proves impossible or if there is a manifest disproportion between its cost for the debtor, in good faith, and its interest for the creditor.

It is reminded that in the event of failure by either Party to perform its obligations, the defaulting Party may, in accordance with the provisions of Article 1222 of the Civil Code, 10 days after receipt of an unsuccessful formal notice to perform, have the obligation performed by a third party at the expense of the defaulting Party, provided that the cost is reasonable and in accordance with market practices, without judicial authorization being required for this purpose, it being understood that the defaulting Party may also, at its option, request in court that the defaulting Party advance the sums necessary for such performance.

ARTICLE 18 - EXCEPTION OF NON-PERFORMANCE

It is reminded that in application of article 1219 of the Civil Code, each Party may refuse to perform its obligation, even though it is due, if the other Party does not perform its own obligation and if such non-performance is sufficiently serious, i.e., likely to jeopardize the continuation of the contract or to fundamentally upset its economic equilibrium. The suspension of performance shall take effect immediately upon receipt by the defaulting Party of the notice of default sent to it for this purpose by the Party suffering the default, indicating the intention to apply the exception of non-performance as long as the defaulting Party has not remedied the default noted, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of sending.

This exception of non-performance may also be used as a preventive measure, in accordance with the provisions of article 1220 of the Civil Code, if it is clear that one of the Parties will not perform its obligations on the due date and that the consequences of this non-performance are sufficiently serious for the Party suffering from the default.

This option is used at the risk of the Party taking the initiative.

The suspension of performance shall take effect immediately, upon receipt by the allegedly defaulting Party of the notification of the intention to apply the exception of preventive non-performance until the allegedly defaulting Party performs the obligation for which a future breach is manifest, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of sending.

ARTICLE 19 - FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code.

By express agreement, the following constitute a case of force majeure: total or partial strike, blockage, disruption or congestion of telecommunication networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, government or legal restrictions, war.

The Party noting the event shall immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The performance of the obligation shall be suspended for the duration of the force majeure if it is temporary and does not exceed 10 days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the prevented Party shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive or exceeds a duration of 10 days, the present contract shall be purely and simply terminated in accordance with the terms and conditions defined in the article "Termination for force majeure".

During this suspension, the Parties agree that the costs incurred by the situation shall be borne by the prevented party.

ARTICLE 20 - TERMINATION OF THE CONTRACT

20.1. Resolution by termination

Any request for termination of the Agreement shall be notified to the other Party in writing (by e-mail, and by registered mail with return receipt) no later than three (3) months prior to the end of the current contractual period. Upon receipt of the Customer's termination request, the Provider will send an acknowledgement of receipt. The termination will then be effective at the end of the contractual period.

20.2. Resolution for non-performance of a sufficiently serious obligation

The defaulting Party may, notwithstanding the clause Resolution for failure of a Party to perform its obligations set forth below, in the event of sufficiently serious non-performance of any of the obligations incumbent upon the other Party, notify the defaulting Party by registered letter with acknowledgement of receipt, of the wrongful termination of the present contract, thirty (30) days after receipt of an unsuccessful formal notice to perform, in application of the provisions of article 1224 of the Civil Code.

20.3. Resolution for force majeure

Termination by operation of law due to force majeure, notwithstanding the clause Termination for failure of a party to meet its obligations set out below, may only take place 10 days after receipt of a formal notice served by registered letter with acknowledgement of receipt or any extrajudicial

act.

However, such notice shall state the intention to enforce this clause.

20.4. Resolution for breach of obligations by a party

In the event that either party fails to comply with the obligations set forth in the articles hereof and in the Contract, the Contract may be terminated at the option of the aggrieved party.

It is expressly understood that this termination for failure of a party to meet its obligations will take place by operation of law 30 days after receipt of a formal notice to perform, which has remained, in whole or in part, without effect. The formal notice may be served by registered letter with acknowledgement of receipt or any extrajudicial act.

Such notice shall state the intention to enforce this clause.

20.5. Provisions common to all resolution cases

It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this Agreement shall be validly put in default by the mere due date of the obligation, in accordance with the provisions of Article 1344 of the Civil Code.

The services exchanged between the Parties since the conclusion of the contract and until its resolution being able to find their utility only by the complete execution of this one, they will give place to integral restitution.

In any event, the injured party may seek damages in court.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

21.1. Evolution of the general conditions

The Provider reserves the right to modify at any time the T&C. These changes will come into force and will apply to all Customers and Users as soon as the Provider informs them.

21.2. Privacy

The data belonging to the Customer and managed by the Services are and remain the property of the Customer. The Provider undertakes to keep such data confidential, not to make any copy of the data other than for technical and backup purposes, and not to use the data for any purpose other than for statistical purposes or for the performance of the Contract. Reciprocally, the Customer undertakes to maintain complete confidentiality of the documents, data or the nature of the services provided by the Provider under the Contract.

21.3. Waiver

The fact that one of the Parties does not invoke a breach by the other Party of any of its obligations under the Contract shall not be construed as a waiver of such obligation for the future. The Customer irrevocably waives any demand, claim, right or action against the Provider or any of the companies in the group to which the Provider belongs relating to the performance of the Contract and which would be made more than twelve (12) months after the cause of action.

21.4. References

The Provider may use the Customer's name in the promotion of the Software. Thus, the Customer agrees that the Provider may refer to the Customer's name, company name, logo or trademark on any media including all websites worldwide. However, the Customer may inform the Provider by any written means and at any time of its refusal and/or request the removal of the aforementioned reference.

21.5. Assignment of the Contract

The Contract between the Customer and the Provider is entered into *intuitu personae*. Accordingly, the Customer's rights under the Contract may not be assigned, sublicensed, sold or otherwise transferred by the Customer, except with the prior written consent of the Provider.

21.6. Entirety

The Contract expresses the entirety of the obligations of the Parties. In the event of difficulties of interpretation between any of the titles appearing at the head of the clauses and any of the clauses, the titles shall be declared non-existent. No general or specific terms and conditions contained in any documents sent or delivered by the Customer shall be incorporated into the Contract, nor *shall they* contravene or modify the scope of the Contract, with the exception of additional orders placed by the Customer and accepted by the Provider. Except as specifically provided in the Agreement, the Agreement may only be amended by an amendment duly signed by the persons authorized or empowered by the Customer and the Provider.

21.7. Nullity

If one or more provisions of the Contract are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain all their force and scope, and the Parties undertake to come together to agree on a similar provision purging the ground of invalidity affecting the pre-existing provision.

21.8. Electronic signature and proof agreement

If the Provider offers the possibility, the Parties agree to sign the Contract only electronically, using a secure signature process (through the DocuSign system) that identifies the signatories of the documents and guarantees their integrity in electronic format.

The Parties agree that the electronic signature expresses consent for the Contract to be legally binding on the Parties and to serve as evidence in the same manner as a manually signed paper document.

21.9. Information on the Site

The editor of the Site is Altgency SAS

The director of the publication is Sylvain PAGES or Patrick BOYOM.

The Site is hosted by Scaleway.

ARTICLE 22 - DISPUTES

22.1. Settlement Clause

In order to find a solution to any dispute that may arise in the execution of the present contract, the contracting parties agree to meet within 30 days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two parties.

This settlement procedure is a mandatory prerequisite to the institution of legal proceedings between the Parties. Any legal action brought in violation of this clause shall be declared inadmissible.

However, if at the end of a period of 60 days, the Parties are unable to agree on a compromise or a solution, the dispute will then be submitted to the jurisdiction designated below.

22.2. Attribution of jurisdiction

All disputes to which the present Contract and the agreements resulting from it could give rise, concerning both their validity, their interpretation, their execution, their resolution, their consequences and their consequences will be submitted to the court of Nice.

ARTICLE 23 - LANGUAGE OF THE CONTRACT - APPLICABLE LAW

The present T&C and the operations resulting from it are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

ARTICLE 24 - CUSTOMER ACCEPTANCE

These T&C are expressly agreed and accepted by the Customer upon acceptance of the Quotation, as presented in the article "Orders".

The Customer declares and acknowledges that it has full knowledge of these T&C, and therefore waives the right to rely on any contradictory document and, in particular, its own general terms and conditions of purchase, which shall be unenforceable against the Provider, even if the Customer has knowledge of them.