KIZEO FORMS GENERAL TERMS AND CONDITIONS

Article I. DEFINITIONS

The terms that begin with an uppercase letter in these General Terms and Conditions of Sale (hereinafter '**GTCS**'), either in their singular or plural form, shall be given the following meanings.

Customer: means the natural person or legal entity that purchases the services covered by these GTCS and provided by Kizeo;

Agreement: refers to the sale of the services provided by Kizeo;

Data: means the information, publication and, in general, the data in the Customer database, the use of which is governed by these terms and conditions and that can be viewed only by the Users;

Credentials: refer to the user's own login details, the company code, and the password, which are provided after subscribing to the service;

Internet: means all the interconnected networks, which are located in every region around the world;

Kizeo: means the supplier of the services governed by the Agreement and these GTCS.

Software: means any software provided by Kizeo to the Customer and, in particular, the associated Solutions, including applications for smartphones and tablets;

Party: means either the Customer or Kizeo and, when used in plural form, both the Customer and Kizeo;

Service Provider: means the Customer's chosen network operator;

Application Service: refers to the service offered by Kizeo as an SaaS model, enabling the Solutions to be used by the Customer;

Solutions: Kizeo Forms refer to entire system comprising the mobile application and the online platform developed by Kizeo.

User: means a natural person, under the responsibility of the Customer (employee, member of staff, representative, etc.) who enters data from a mobile device or computer.

Article II. SCOPE

These GTCS serve to set out the terms and conditions that apply to the Services of the Kizeo Forms application under the Agreement.

Kizeo grants to the Customer, who accepts:

- an access right to access Kizeo's servers under the terms and conditions defined below;

- an end-user licence to use the Solutions;
- a set of services, as defined below, namely data storage, Application Service maintenance and technical support.

Article III. CONTRACT DOCUMENTS

The Agreement and the GTCS of the Agreement constitute all the arrangements that exist between the Parties. They shall replace and annul any prior verbal or written agreements in relation to the scope of the GTCS. They shall constitute the only base for the business relationship between the Parties, and, in this regard, the Customer shall be deemed to accept them unconditionally.

Furthermore, the GTCS shall prevail over any other document, and particularly over any general terms and conditions of sale. They shall apply, without limitation or qualification, to all the services under these GTCS and provided by Kizeo.

Kizeo reserves the right to amend these GTCS from time to time. These amendments shall apply as soon as they are published online.

The Parties formally agree that should either one of the Parties not act upon a breach committed by the other Party of any of the obligations stipulated in the GTCS, this shall not be construed as a waiver of said obligation in the future.

Article IV. EFFECT, TERM AND RENEWAL

The Agreement shall take effect as of the date on which the activation of the customer order is effective.

On expiry of the term of the Agreement, the mobile application will no longer operate. Kizeo, however, guarantees the Customer the accessibility of data stored via the Internet for a three-month period. The Customer may request the erasure of its data during this period by written request.

Any Agreement that is entered into shall be taken to mean that the prices and services offered by Kizeo have been accepted.

As the Customer is a professional signing the Agreement, for the purposes and requirements of its occupation, the right of withdrawal pursuant to the French Consumer Code is not applicable.

Article V. COMMUNICATION

The Customer will be duely notified and will receive billing information regarding Kizeo's Solutions on the e-mail address associated with his Kizeo Forms account. This e-mail address is the one that the Customer used to create his Kizeo Forms account, which can be changed at any time through the online platform www.kizeoforms.com.

If there is any relevant information that the Customer should be informed of, regarding Kizeo's Solutions and Application Services, such as scheduled maintenance, it will be sent by email to all the Administrators at the business email address registered on their respective account.

Article VI. DESCRIPTION OF THE APPLICATION SERVICES

Section 6.01 APPLICATION SERVICES

Kizeo shall provide the Customer with Solutions that can be accessed on its server over the Internet. Under the terms and conditions of the 'Licence' article, Kizeo shall grant the Customer the right to use the Solutions on a non-exclusive basis.

Kizeo shall manage the Data storage, maintenance, back-ups and security of the Solutions.

Section 6.02 NETWORK

The network operator shall be chosen by the Customer. Kizeo shall not be liable for any warranty. The Customer must comply with Kizeo's technical requirements.

Given that Kizeo cannot be held responsible for line interruptions on the network, Customers should take special care in choosing their network operator's product, particularly regarding the back-up option that the Service Provider can offer by setting up a parallel line in the event of network interruption.

Section 6.03 ACCESS TO THE SOLUTIONS

The Customer shall only use this access right. They can log in at any time, except during maintenance periods.

Access can be made:

- from Customer computers;
- from any mobile Customer computer;
- using the Credentials given to the Customer.
- To access the Application Services, the Customer will log in with:
- Credentials and a password that the Customer has chosen itself when creating its account;
- a 'company code', which is provided by Kizeo to the Customer.

The Credentials are designed to limit access to the Solutions under the Agreement to Users of the Customer, to protect the integrity and availability of the Solutions, and the integrity, availability and privacy of the Customer's Data, which is transmitted by the Users.

The Credentials are private and confidential. The Customer shall undertake to implement all necessary means to ensure its Credentials remain confidential and to not disclose them in any form whatsoever.

The Customer shall be entirely responsible for using their Credentials and shall be responsible for safely preserving the 'company code' provided by Kizeo. It shall ensure that individuals who have not been authorised by Kizeo do not have access to the Application Services and the Solutions. In general, the Customer shall be responsible for the security of each station with access to the Solutions. If it comes to the Customer's knowledge that another person has accessed the Solutions, the Customer shall immediately inform Kizeo thereof and confirm the incident by registered letter.

Article VII. QUALITY OF THE APPLICATIONS

The Customer is aware of the technical risks associated with the Internet, and of the resulting access

interruptions that may occur. Consequently, Kizeo shall not be held responsible for any unavailability or slowing down of the Application Services. Kizeo cannot guarantee the continuity of the Application Services, which are executed remotely via the Internet, which the Customer is aware of.

The Application Services may occasionally be suspended owing to maintenance operations required for the correct operation of Kizeo's servers. Kizeo shall not be held responsible for any impact that this unavailability may have on the Customer's activities.

Article VIII. LICENCE

Kizeo shall grant a personal, non-exclusive licence to the Customer, which cannot be sold or transferred, to use the Solutions for the entire duration of the Agreement and worldwide.

The Customer shall only use the Application Services and Solutions in accordance with its requirements and with their documentation. In particular, the licence to use the Solutions is granted with the sole purpose of enabling the Customer to use the Services and excludes any other purpose.

The licence means the right to represent and implement the Application Services in line with their purpose, as a SaaS model via a connection to an electronic communication network. The Customer shall not, under any circumstances, make the Solutions available to a third party, and any other use is prohibited, namely, but not limited to, any adaptation, modification, translation, arrangement, distribution or decompilation.

Article IX. MAINTENANCE

A telephone support service to provide assistance in the event of anomalies is available from Monday to Friday inclusive, from 9am to 6pm (Paris time). Descriptions of anomalies must be confirmed immediately via email to Kizeo. Kizeo shall identify the cause of the anomaly and then implement corrective measures. Kizeo shall not responsible for correcting anomalies in the following situations:

- refusal of the Customer to cooperate with Kizeo to resolve the anomalies and specifically, refusal to answer questions and requests for information;
- use of the Application Services in a way that does not conform with their purpose or their documentation;
- unauthorised modification of the Solutions by the Customer or a third party;
- breach committed by the Customer of an obligation under the Agreement;
- installation of any software packages, software programs or operating systems that are not compatible with the Application Services;
- failure of the electronic communication networks;
- any voluntary destructive, malicious or sabotaging act;
- damage resulting from an event of force majeure or improper use of the Application Services.

The Customer shall receive updates and improvements to the operation of the Application Services. Corrections and improvements to the Application Services are expressly subject to the GTCS.

Article X. TECHNICAL SUPPORT

The Customer shall be able to receive technical support from Monday to Friday (working days), from 9am to

6pm (Paris time) by telephone (+33 4 90 23 67 60) or by email at the following address: contact@kizeo.com. Kizeo's office will be closed and thus unable to attend any calls during French public holidays (refer to official calendar).

Article XI. DATA PROCESSING

Section 11.01 PERSONAL DATA

If the Data transmitted for the purpose of using the Application Services comprises personal data, the Customer warrants to Kizeo that it has fulfilled all the obligations that are incumbent upon it under the French law of 6 January 1978 on data protection titled, *'Informatique et Libertés'*, and that it has informed the natural persons in question of the use of said personal data. As such, the Customer shall indemnify Kizeo against any recourse, complaint or claim filed by a natural person whose personal data may have been reproduced and stored via the Application Service.

Kizeo also guarantees the Customer that it has taken all necessary and adequate actions to comply with the requirements of the European law on General Data Protection Regulation (GDPR). As such, it is recalled that Kizeo is the subcontractor of any personal data that the Customer has entered using Kizeo Forms.

Kizeo is only responsible for the personal data of the Customer itself, such as, for instance, personal information contained in the profiles of users.

Section 11.02 EXPLOITATION OF DATA

The Customer shall manage any editorial responsibility arising from its use of the Application Services.

The Customer is solely responsible for the quality, lawfulness and relevance of the Data and content that it transmits for the purpose of using the Application Services. It shall also warrant that it is the owner of the intellectual property rights allowing it to use the Data and content. Consequently, Kizeo disclaims all responsibility in the event of any non-compliance of the Data and/or content with the laws, regulations, and public order, as well as with the requirements of the Customer.

On the first demand, the Customer shall indemnify Kizeo against any harm which may arise as a result of it being accused by a third party of breaching this warranty.

More generally, the Customer is solely responsible for the content and messages distributed and/or downloaded via the Application Services. The Customer shall remain the sole owner of the Data forming the content of the Solutions.

Section 11.03 DATA SECURITY

Each Party shall undertake to implement appropriate technical means to ensure the security of the Data.

Subject to the provisions of the Article, 'Liability', Kizeo shall undertake to conserve the integrity and privacy of the Data contained in the Solutions. Kizeo shall implement the technical and organisational measures required to prevent any fraudulent access or use of the Data, as well as any loss, alteration and destruction of the Data.

Article XII. OWNERSHIP

The Customer shall remain the owner of all the Data that it uses through the Application Services under the Agreement.

Kizeo is and shall remain the owner of the propriety interests relating to all the components of the Application Services and the Solutions that are provided to the Customer, and, more generally, the information technology infrastructure (software and hardware) that is implemented or developed under the Agreement.

The Agreement does not accord any propriety interest in the Solutions to the Customer. Temporary provision of the Solutions under the terms and conditions stipulated under the GTCS shall not be construed as the assignment of any intellectual property right to the Customer, pursuant to the French Intellectual Property Code.

The Customer is prohibited from reproducing any component of the Software, or any documentation relating thereto, by any means, in any form and in any medium whatsoever.

The Customer shall not transfer all or part of the rights and obligations arising from the Agreement and/or the GTCS, be it in the form of a temporary transfer, a sub-licence, or any other contract that provides for the assignment of said rights and obligations.

Article XIII. FINANCIAL CONDITIONS

The licence fees for the Services are expressed in euros and are to be considered before tax and exclusive of charges. The billing address is the address of the Customer's registered office. It is expressly agreed that the total of the amounts billed by Kizeo may be revised each year on the basis of the index for the Hourly Labour Cost of all Employees of Businesses of the Syntec Federation.

The following services are excluded from the licence fee and are to be billed separately:

- training services;
- technical support services ordered by the Customer;
- and more generally, any services that do not fall under the SaaS offering.

This is provided that these services are supplied by Kizeo.

Article XIV. PAYMENT METHODS

Regardless of the term of the Agreement, the Services shall be billed periodically according to the Customer's subscription, at the beginning of each period. Furthermore, bank charges arising from the payment method (OUR fees) used by the Customer shall be borne by the Customer. Bills can be paid in cash, by cheque, by bank transfer, by credit card (CB, Visa and Mastercard) or Paypal.

Article XV. NON-PAYMENT

Without prejudice to any damages or interest, the Customer's failure to pay a bill before its due date shall, as of right, result in:

- the application of late payment interest equivalent to three times the legal interest rate, without prior

notice, to take effect as of the first day of payment being overdue;

- bank and additional administration charges (recovery monitoring, letters and reminder telephone calls, presentation of rejected direct debits, etc.);
- bailiff, lawyer and legal fees;
- immediate suspension of the Services;
- the termination as of right of the Agreement within eight days of Kizeo having sent notice by registered letter with acknowledgement of receipt, to no avail.

Article XVI. LIABILITY – FORCE MAJEURE

Each Party shall be liable for the consequences arising from its own faults, errors or omissions, as well as the faults, errors or omissions of any of its subcontractors, and which cause the other Party to suffer direct damages.

Furthermore, and in the event of a fault proven by the Customer, Kizeo shall only be liable to pay damages arising from the financial consequences of the direct and foreseeable damages resulting from the execution of the Services. Consequently, under no circumstances shall Kizeo be held liable for indirect or unforeseeable losses or damages suffered by the Customer or third parties, namely including any lost profit, loss, inaccuracy or corruption of the files or Data, business disturbance, loss of turnover or profits, loss of clientele, loss of an opportunity, or the cost of procuring a replacement product, service or technology, in relation to or arising from the non-execution or incorrect execution of the services.

In any case, the amount for liability to be paid by Kizeo shall be strictly limited to the reimbursement of the amounts that have been effectively paid by the Customer to the date that the incident occurred in the current month.

Kizeo shall not be held liable for any accidental destruction of the Data by the Customer or a third party that has accessed the Application Services using the Customer's Credentials.

Under no circumstances shall Kizeo be held liable for damages arising from harm caused by an interruption or a reduction in the service provided by the telecommunications operator, the electricity provider or in the event of force majeure.

Neither Party shall be held liable for any breach of its obligations under the Agreement, if such breach results from: a government decision, including any withdrawal or suspension of authorisations of any kind; a total or partial strike, internal or external to the company; fire; natural disaster; state of war; total or partial interruption or blocking of the telecommunications or electricity networks; computer hacking; or more generally, any event of force majeure that presents all the characteristics as defined by case law.

The Party reporting the event shall inform the other Party immediately of its inability to execute its service. Under no circumstances shall the suspension of obligations or delay be grounds for liability as a result of the non-execution of the obligation in question, nor entail the payment of damages and interest or late penalties.

Article XVII. INSURANCE

Kizeo has taken out the necessary insurance to cover the risks related to the execution of its business activities and the performance of the Agreement. It shall undertake to provide any supporting documents to the

Customer should these be expressly requested.

Article XVIII. CONFIDENTIALITY

Each Party shall undertake to (i) hold all information confidential that it may receive from the other Party and namely to (ii) not disclose confidential information of the other Party to any third party whatsoever, apart from employees or agents who are required to know such information; and (iii) use the confidential information of the other Party only for the purposes of exercising its rights and to fulfil its obligations under the Agreement.

Notwithstanding the foregoing, neither Party shall be under any obligation whatsoever with regard to information that (i) may have entered or may enter the public domain, independently of an error committed by the Party receiving such information; (ii) may have been developed independently by the Party receiving such information; (iii) may be known to the Party receiving the information before it is disclosed by the other Party; (iv) may be legitimately received by a third party that is not subject to a confidentiality obligation; (v) must be disclosed by law or by order of a court (in which case, it shall only be disclosed in the measure required and after having warned the other Party that provided the information in writing).

The obligations of the Parties regarding confidential information shall remain in force for the entire duration of the Agreement and for as long as the information in question remains confidential for the disclosing Party, after expiry of the Agreement and, in any case, for a period of one year after termination of the Agreement.

Each Party must return all copies of documents and media containing confidential information of the other Party on termination of the Agreement, on whatever grounds.

Furthermore, the Parties shall undertake to ensure that their staff, and any employee or third party that may become involved in the Agreement, for whatever reason, comply with these provisions.

Article XIX. MISCELLANEOUS

Should any of the covenants of the Agreement and these GTCS become null and void, invalid, or no longer have a binding effect or be unenforceable, this shall not imply that the other covenants are null and void, invalid, or no longer have a binding effect or are unenforceable, as they shall maintain all their effects. However, the Parties may, in mutual agreement, agree to replace the unenforceable covenants.

The Agreement and these GTCS are subject to French law, to the exclusion of any other legalisation.

For the execution of these GTCS, as well as any consequences relating thereto, the Parties elect as their domicile their registered offices respectively, namely:

- for Kizeo: Bât. C2 – CREATIVA – 200, Rue Michel de Montaigne – Site AGROPARC – BP 41223 – 84911 AVIGNON Cedex 09 France;

- for the Customer: address to be communicated at order placement.

Any change of registered office or in address of one of the Parties shall not be effective for the other Party until eight calendar days after this Party has been duly notified.

With a view to working together to find a solution to resolve any dispute that may arise from the execution of the Agreement and these GTCS, the Parties agree to make an appointment to speak over the phone within 15 days of receiving a registered letter with acknowledgement of receipt sent by one of the Parties.

IF ANOTHER 15-DAY PERIOD HAS ELAPSED AND THE PARTIES HAVE NOT COME TO AN AGREEMENT ON A COMPROMISE OR SOLUTION, THE DISPUTE SHALL THEN BE REFERRED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE HIGH COURT OF AVIGNON.