

Intellectual Property and Protection of CONTENT

The CLIENT, which holds the intellectual property rights to the CONTENT, shall retain full, entire and exclusive title to the CONTENT provided to VALOMNIA under this agreement in accordance with Act no. 98-536 of 1 July 1998 concerning transposition into the French Intellectual Property Code of Directive 96/9/EC of the European Parliament and Council of 11 March 1996 concerning the legal protection of databases.

VALOMNIA agrees, on a non-exhaustive basis, both during the term of the agreement and thereafter, to:

- Refrain from disclosing the CONTENT, without the Client's prior written authorisation;
- Refrain from using the CONTENT under any circumstances, in whole or in part, for any purpose other than its use in the PRODUCTS by the CLIENT, without the Client's prior written authorisation;
- Destroy the CONTENT and any media and copies made during processing and routing operations no more than thirty (30) days after termination of the agreement;

The CLIENT acknowledges that the technology, software, modules and the PRODUCTS are the property of VALOMNIA or its licensors and that VALOMNIA holds all property rights thereto, including patents, copyrights, trade secrets and manufacturing trademarks.

In this respect, the CLIENT has no rights other than those expressly granted hereby. Nothing herein may be interpreted as limiting VALOMNIA's rights to sell, grant under licence, modify, publish or otherwise use or distribute the PRODUCTS, in whole or in part, to any other person whatsoever.

The CLIENT acknowledges and accepts all product improvements and modifications made to the PRODUCTS.

The CLIENT hereby grants to VALOMNIA all property rights to any product improvement or modification created for it at its request. The CLIENT acknowledges that VALOMNIA holds all rights and titles in and to routing domains and sub-domains and that VALOMNIA does not explicitly or implicitly grant any right, title or ownership whatsoever to VALOMNIA domains. The CLIENT acknowledges and accepts that all VALOMNIA manufacturing trademarks shall remain VALOMNIA's sole property.

Neither party may use or reproduce any product name, logo, registered trademark or copyright whatsoever belonging to the other party, unless expressly authorised. Neither party may register or try to register any product name, logo, registered trademark or copyright whatsoever belonging to the other party anywhere in the world, without the express written permission of the owner.

Upon termination of the agreement, each party shall cease to use the registered trademarks, service marks and/or trade names of the other party, except by written consent of the parties or to the extent allowed by the applicable law.

VALOMNIA uses Cookies to provide a better service and access to its PRODUCTS. VALOMNIA stores users preferences, stores session information and records past activity on its PRODUCTS.

Compensation, Liability, Responsibility, Force Majeure

In accordance with general law, each party shall be liable to the other party for any damage that occurs in connection with its contractual obligations hereunder.

However, VALOMNIA cannot be held liable for any special, consequential or ancillary damage arising under or in connection with this agreement, such as loss of profits, loss of data, product or service replacement acquisition costs, even if said party was informed of the possibility of such damage.

The CLIENT further acknowledges that:

- VALOMNIA is a passive intermediary in the use of the CONTENT by the PRODUCTS and that VALOMNIA has no obligation to review the CONTENT to determine whether it might result in any liability whatsoever to third parties;
- Requirements not expressed by the CLIENT are outside the scope of VALOMNIA's liability;
- VALOMNIA cannot be held liable for piracy, fraudulent intrusion or data theft, except in the case of non-compliance with commonly accepted standards in the profession as a result of gross negligence by VALOMNIA;

If VALOMNIA' liability is incurred and firmly established, VALOMNIA may only be held liable for direct damages resulting from proven negligence. In such event, damages will be limited to an amount equivalent to the sums paid by the CLIENT during the three (3) months preceding the event(s) that resulted in indictment.

The CLIENT must indemnify and hold VALOMNIA harmless against all liability in respect of all costs, loss, liability and expenses, including legal fees and attorneys' fees and expenses borne, sustained or incurred by VALOMNIA for any reason in connection with an actual or potential court action, proceedings, arbitration or any other claim filed by a third party as a result of a CLIENT message containing:

a) Any illegal, threatening, abusive, defamatory, obscene, pornographic, blasphemous or otherwise reprehensible information, including but not limited to any transmission constituting or encouraging a criminal offence, incurring civil liability or otherwise violating any local, national or international law;

a) Any misleading or deceptive information or distorted description of the products or services offered by the CLIENT or its customers;

b) Any letter that is part of a chain letter or illegal pyramid scheme;

c) Any information, audio or video file, graphic, software or other work that violates a copyright, registered trademark or the intellectual property rights of any other person;

a) Any other misleading information that implies the affiliation or sponsorship of an individual or legal entity other than the CLIENT or its customers without the written consent of said individual or legal entity;

d) Any information delivered to any person who has not given the CLIENT his consent to receiving communications by e-mail;

e) If the CLIENT fails to respond to complaints or requests sent by RECIPIENTS or IAP;

f) Any other breach by the CLIENT of the General Terms and Conditions.

In accordance with the provisions of Article 1148 of the French Civil Code, each party will be released from any liability if its failure to execute its obligations is due to a force majeure event as defined under current case law.

If a force majeure event occurs, the parties shall do their utmost to continue performance of the agreement.

The force majeure event will suspend the obligations arising hereunder for its duration. However, if the force majeure event continues for more than thirty (30) consecutive days, this agreement may be automatically terminated by either party eight (8) days after sending a registered letter with advice of receipt giving notice of this decision.

Confidentiality

The CLIENT and VALOMNIA agree to treat as confidential for the term of the agreement, and after the termination of their contractual relationship, information and documents concerning the other party of any type whatsoever, in particular but not limited to financial and technical information to which they may have had access during performance of the agreement, unless the other party authorises otherwise.

VALOMNIA agrees not to disclose or use the CONTENT of the CLIENT for any purpose other than the purpose hereof, without the Client's prior consent.

The functions, interfaces and processes used in the PRODUCTS are the intellectual property of VALOMNIA and are protected as such.

Accordingly, both parties shall take all measures necessary to ensure that their employees, under their responsibility, maintain the secrecy and confidentiality of all information and documents sent. This provision shall not apply to information that is in the public domain or which comes to the attention of one of the parties prior to provision of the services.

However, the CLIENT expressly authorises VALOMNIA to include its name, logo and trademark in its list of commercial references. The CLIENT further acknowledges that VALOMNIA may disclose to third parties the existence of this agreement and all or part of its assignment.

However, VALOMNIA agrees to request the authorisation of the CLIENT, which shall be free to grant or refuse it, for any commercial promotional activity or for any use that includes commercial, industrial, technical or financial information disclosed by the CLIENT, or information of which VALOMNIA becomes aware during performance of this agreement.

This authorisation request may be made by any means. The CLIENT shall have fifteen (15) days after the authorisation request to give its consent or refusal. If the CLIENT fails to reply within said deadline, it shall be deemed

to have consented.

VALOMNIA agrees not to make any use thereof whatsoever, other than that specified above, and in particular not to disclose such information to a third party, either free of charge or for a fee.