

GENERAL TERMS AND CONDITIONS

VALOMNIA is a trademark of Apptiv-IT. VALOMNIA provides services around its mobile software products to multiply suppliers' sales in stores. The CLIENT wishes to use one or many VALOMNIA software products.

VALOMNIA agrees to provide the CLIENT with services to use its products in accordance with the terms and conditions hereof as from the date of entry into effect of the agreement at the rates specified in **the Purchase Order appended to these conditions.**

1° Definitions

PRODUCT : Indicate one of the VALOMNIA Mobile Products : Sales, Delivery, Store or DemaTrust.

CONTENT: Any text information or multimedia content included in any database whatsoever, electronic informational letter, model, message or other similar document provided by the CLIENT to VALOMNIA for its use in the PRODUCTS.

FATAL DYSFUNCTION: Any dysfunction that makes it impossible to use all development functions.

SERIOUS DYSFUNCTION: Any dysfunction that prevents some of the functions of a development from working.

DYSFUNCTION: Any dysfunction that allows complete operation of all development functions using work-arounds.

2° Obligations of VALOMNIA

It is expressly agreed that VALOMNIA must comply with an obligation to allocate resources.

VALOMNIA agrees to:

- Ensure that the PRODUCT(s) specified comply(ies) with the specifications and services stated and are useable as such;
- Do its utmost to ensure the longevity, continuity and quality of the services provided using the PRODUCTS; accordingly, VALOMNIA shall try to offer server access 24/7;
- Provide technical assistance services from Monday to Friday from 10:00 a.m. to 7:00 p.m.;
- Give the CLIENT the electronic access necessary to use the PRODUCT(s) and in general do its utmost to allow the CLIENT to use the PRODUCT(s) normally;
- Monitor and maintain the PRODUCTS;
- By mutual agreement, provide optional professional services.
- After making changes to the PRODUCTS

architecture or functions, provide the aforementioned complementary services in accordance with the terms and conditions specified in the quotation and the specifications agreed with the CLIENT.

On an exceptional basis, VALOMNIA reserves the right to briefly suspend access to the PRODUCTS in order to maintain or upgrade them to ensure the proper provision of its services.

Where possible, VALOMNIA shall inform the CLIENT by e-mail of the schedule and duration of such activities.

3° Obligations of the CLIENT

The CLIENT agrees to:

- Use the service in accordance with the operating instructions provided by VALOMNIA and shall be solely liable for any harmful consequences of non-compliant use;

In particular, the CLIENT's employees will have access to the PRODUCTS following authentication via their user ID and password provided by VALOMNIA.

The CLIENT agrees to keep this ID and password confidential and not to disclose them in any form whatsoever to persons other than those required to use the services provided by VALOMNIA.

The CLIENT is solely responsible for the use of the IDs and password that VALOMNIA provides to it. Any connection to the service or data transmission made using a CLIENT password or ID shall be deemed to have been made by the CLIENT or one of its employees. In the event of the loss or theft of a CLIENT password or ID, the CLIENT agrees to immediately notify VALOMNIA by e-mail and to confirm this information by registered letter with advice of receipt.

VALOMNIA reserves the right during the performance of the agreement to change this ID and password for technical or security reasons. In such event, VALOMNIA shall inform the CLIENT of these changes and provide it with a new ID and password as soon as possible.

- Appoint a contact person for VALOMNIA;
- Comply with the provisions of any current regulations concerning respect for privacy and data protection applicable to the CLIENT's markets,

For all requests relating to the services provided by VALOMNIA, the CLIENT must send an e-mail to support@valomnia.com. Requests not submitted using e-mail will not be dealt with.

4° Invoicing and Payment Procedures

The CLIENT agrees to pay VALOMNIA for the services specified **in the Purchase Order** in accordance with the payment procedures specified herein.

Amounts are stated excluding VAT.

During the performance of this Agreement, the CLIENT may receive price reductions in the form of a commercial discount.

The amounts owed by the CLIENT under the agreement shall be invoiced on the last day of each month, in arrears, and must be paid within thirty (30) after date of invoice. Any month already started shall be invoiced in full. The CLIENT shall pay all amounts invoiced to VALOMNIA at the address specified in the invoice. Payment of all amounts to VALOMNIA when due is an essential obligation of the CLIENT under the agreement.

The CLIENT shall have two (2) months after an invoice has been issued to dispute it. Thereafter, no dispute application will be accepted and the CLIENT agrees to settle the invoice immediately.

If an invoice is disputed, the CLIENT shall submit all information in support of its claim to VALOMNIA in writing (by registered letter, regular post or e-mail).

If a dispute relates to a portion of an invoice, the CLIENT agrees to pay all undisputed amounts.

If a payment is not made by the date specified in an invoice, VALOMNIA shall formally notify the CLIENT by e-mail or post.

Notwithstanding VALOMNIA' other rights, in particular termination, VALOMNIA reserves the right to demand payment of daily late payment interest in the event of total or partial non-payment of an invoice when due, without any formalities. This interest will be equal to the rate applied by the European Central Bank in effect on the date the payment is due. In such event, late payment interest shall begin on the date following the invoice due date and shall run up to and including the date on which the CLIENT pays the due amount to VALOMNIA in full. Said interest shall continue to accrue on the amounts due notwithstanding termination of the agreement for any reason whatsoever.

Total or partial non-payment of invoices shall result *ipso jure* in all invoices that have been issued becoming due and payable. Accordingly, all invoices shall be immediately due and payable from the date of preparation until they have been paid in full.

If invoices are not paid when due, any collection costs shall be borne by the CLIENT, which agrees to pay them. Late payment shall result in addition to the next invoice of a minimum charge of forty euros (40€) for each reminder or registered letter sent.

If an invoice is not paid in full or in part when due and a formal reminder does not result in payment, and unless the CLIENT has notified VALOMNIA of a legitimate dispute concerning the amounts invoiced within the deadline specified above, VALOMNIA reserves the right to restrict or suspend access to the PRODUCTS.

If the amounts remain unpaid, the agreement will be terminated within the period specified in the formal reminder letter, without any further notice being required.

5° Term and Termination

This agreement is applicable from the date of its entry into effect and shall be automatically renewed as provided for in the **Purchase Order**.

If terminated early, the CLIENT agrees to pay to VALOMNIA the whole remaining fees till the end of the current period as detailed in the Purchase Order.

If any of the provisions hereof is breached, either party may terminate the agreement by registered letter with advice of receipt, stating the reason for said termination.

The breaching party shall have thirty (30) days to cure the breach.

Accordingly, said termination shall not enter into effect if the breach is cured within the aforementioned deadline and if the party that issued the notice is informed of said cure in good time.

Each party must return to the other party all confidential documentation, hardware and/or information provided to it within thirty (30) days. All provisions hereof which, by their nature, should continue to apply following termination shall do so, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty waivers and liability limitations.

VALOMNIA agrees to destroy all documents relating to the CONTENT within thirty (30) days after termination.

6° 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' 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' 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.

7° 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' 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;

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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.

8° 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.

9° Miscellaneous

Assignment

The Agreement may not be assigned in whole or in part to any other company without the written consent of the other party.

Amendments

VALOMNIA reserves the right to amend these General and Special Terms and Conditions of Sale subject to notifying the CLIENT in advance. In such event, the CLIENT may terminate the agreement giving thirty (30) days' notice.

Relationship between the Parties

The agreement may not be interpreted as creating a joint venture or agency relationship between the parties, or as imposing on the parties any obligation whatsoever for any loss, debt or other obligations incurred by the other party, except as expressly specified herein.

Applicable Law and Jurisdiction

The agreement is subject to French law. Any dispute relating to the interpretation, performance or termination of the agreement shall be referred to the Commercial Court in Paris.

This agreement constitutes and contains the complete agreement between the parties in respect of the subject matter hereof and replaces any prior oral or written agreement. The Purchase Order, appendices and price list supplement these General Terms and Conditions of Sale and form an

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inseparable part thereof. However, in the event of any contradiction, the Purchase Order shall take precedence.

Each party acknowledges and agrees that the other party has made no representation, warranty or agreement of any type except as explicitly set out herein.