

TERMS AND CONDITIONS – QUANTEEC

Last update 2024/05/15

The following terms of service and conditions (“Terms and Conditions”) are signed between QUANTEEC, as identified hereafter in Section 21 “Contact details of QUANTEEC” and the Client, as identified hereafter in the order form (the “Client”, “you”). We use the terms “QUANTEEC”, “we”, “our”, “ours” indifferently referring to QUANTEEC.

Capitalized terms will have the meanings as set forth hereafter in the Section 21 “Definitions”. We recommend you to read carefully the Terms and Conditions before accessing and using our peer-to-peer web tool and Solution.

By confirming your payment methods or by executing the order form, you are agreeing to the Terms and Conditions. Precisely, your acceptance of the Terms and Conditions is materialized through the “I accept” click on the following website <https://panel.quanteec.com/> and/or with the signature of the order form. We advise you to regularly check the Terms and Conditions in effect and to save it. The Terms and Conditions are provided to you simultaneously with the order form. In this case and by accepting the order form you admit accepting the Terms and Conditions as well.

We reserve the right to update, modify and/or replace any part of the Terms and Conditions by publishing the aforementioned updates and/or modifications on the QUANTEEC’s website <https://panel.quanteec.com/>. You have ten working days to object to any change of the Terms and Conditions by notifying us an email at the QUANTEEC contact email address.

SECTION 1 – TERMS OF USE

By accepting these Terms and Conditions, you confirm to have reached or exceeded the age of majority in your region, province or state and that you have given us permission to allow any minor in your care to use the Services.

You must not, under any circumstances, erase or modify the data contained in the website « <https://quanteec.com/> » and its different pages or to fraudulently enter data or even to alter any of its functioning. You cannot use our Solution for any illegal or unauthorized purpose or violate any laws in your jurisdiction when using the Services (including, without limitation, copyright laws).

You must not and are not allowed to transmit, introduce any worms, viruses or any code of a destructive or harmful nature to any automated data processing system for which QUANTEEC is responsible.

SECTION 2 – EFFECTIVE DATE

The Agreement comes into force when the Client subscribes to the QUANTEEC' subscription and Services, which is at the signature date of the order form by the Client.

SECTION 3 – SERVICES

The purpose of the Agreement is for QUANTEEC to provide Services to the Client in consideration of the payment of the Price as specified in the financial conditions hereafter.

We offer the following Services to the Client:

- The access and use of the Solution consisting of the Plug-in and the Back-Office, available after the creation of an account by the Client,
- The help with installing the Plug-in and accessing the Back-Office,
- The help with setting-up or configuring the Solution,
- The maintenance of the Solution.

Any request not initially provided for in the Agreement will be subject to an additional order form. By default, the Services will be provided according to QUANTEEC's rates in accordance with the financial conditions set out in the section hereinafter.

The Services are accessible without interruption except in cases of force majeure and according to the conditions described specifically by the hosting and Internet access providers.

The Client can access the Solution via the creation of a personal account through the « <https://register.quanteec.com/> » website with a personal login and password. The latter is temporary, the Client is responsible for modifying it and login and word pass are under its own responsibility.

The Client must install QUANTEEC's Plug-in on its broadcasting platforms in accordance with the installation instructions provided by QUANTEEC and available on the Client's personal online space.

Clients can access the Back-office via the following address: <https://panel.quanteec.com/>. Thus, the Client has direct access to configuration tools via the Back-office and under his sole responsibility.

If the Client loses his login details, the Client shall inform QUANTEEC without undue delay and by all means for the access to the Services to be neutralized.

The Client and Users are bound to maintain the confidentiality of their accounts and their login details.

SECTION 4 – RESTRICTIONS IN USING THE SERVICES

We cannot be held responsible neither for the nature and the legality of the streams broadcasted via our Services nor for the audiovisual content that the Client offer to the Client's end customers.

We cannot guarantee the level of Internet performance. Subject to the performance of the Services, you acknowledge and agree that QUANTEEC hereby excludes all warranties as to Internet performance, service interruptions, interceptions, degradations, errors, scams, espionage, piracy, delays, defects, which may occur during the transmission of any form of data exchanged by means of communication lines within the scope of the usage of the Solution.

Subject to the performance of the Services, QUANTEEC is not responsible for the trustworthiness or availability of the communication lines used to access the Solution.

We are not responsible neither for the continued accessibility nor for the availabilities of the server(s) which depend on service providers such as Internet access providers, and we shall not be held liable for any discontinuity in these Services that is not directly attributable to us. The same applies to access to servers, which are the sole responsibility of third-party service providers.

Thus, you remain the sole responsible for the choice of the Internet service provider without holding us liable in any case.

In addition, you are prohibited from using the Services:

(a) for illegal purposes; (b) to induce third parties to commit or participate to illegal acts or to take part in; (c) to violate any local ordinance or any international, federal, provincial or state regulation, rule or law; (d) to infringe or violate our intellectual property rights or those of third parties; (e) to harass, mistreat, insult, injure, defame, slander, denigrate, intimidate or discriminate anyone based on their sex, sexual orientation, religion, ethnic origin, race, age, national origin or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used to compromise the functionality or operation of the Service or any related website, as well as other websites or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, hijack a domain, extort information, browse, explore or scan the web; (j) for obscene or immoral purposes; or (k) to disrupt or circumvent the security measures of the Service or any related site, as well as other websites or the Internet. We reserve the right to stop your use of the Service or any related website for breaching any usage prohibitions.

SECTION 5 – GUARANTEES

You acknowledge that you have been sufficiently informed by QUANTEEC and that the Services meet your professional needs and expectations. A demonstration to the Client allows the Client to check that the Solution complies with the Client's needs. The Client accepts and uses the Solution as it is.

The Solution remains the property of QUANTEEC under the terms of the French Intellectual Property Code, except for the third-party's softwares, for which in any case QUANTEEC has sufficient rights to enter into the Agreement and to perform all the Services provided for therein.

The following warranty is granted to the Client provided that:

- QUANTEEC is informed without undue delay of any claim, complaint or infringement action pertaining to the Solution and brought against the Client;
- The Client only offers its assistance when QUANTEEC defends its interests in front of a Court, and when controlling any negotiations for a settlement agreement with the third party.

In the event of such an infringement action preventing the use of the Solution, QUANTEEC may, at its own costs and discretion:

- Obtain the right for the Client to pursue the use of the Solution; or
- Modify or replace all or part of the Solution to avoid any infringement.

The aforementioned warranty of eviction will not apply when:

- The infringing elements or components have not been supplied by QUANTEEC;
- The infringing nature of the Solution results from use and/or combination with software, hardware or equipment of the Client and/or third parties;
- The Client has entered into a settlement agreement with the third party or has conducted the defense of a legal action without QUANTEEC's prior consent;
- The Client continues the alleged infringing activity despite the execution of a settlement or the signification of a final and non-appealable court decision;
- The Client has not implemented the modifications or updates recommended by QUANTEEC.

SECTION 6 – LIABILITY

In case of proven fault, we shall only be liable for direct and foreseeable monetary damages suffered by the Client arising solely from a breach or non-performance of obligations.

In any case, QUANTEEC's liability shall not exceed the amount, exclusive of taxes, of the sums paid by the Client to QUANTEEC for the use of the Services during the twelve (12) months preceding the occurrence of the liability-triggering event.

The Parties agree that these obligations take into account the price and risks.

QUANTEEC operates in compliance with applicable laws and regulations and in accordance with industry standards and practices.

Each Party is liable, under the conditions of Article 1231-4 of the Civil Code, for faults, errors, omissions, or delays committed or observed in the performance of the Agreement by the either Party's directors, personnel, and, if relevant, subcontractors.

We shall not in any case be held liable for indirect or unforeseeable damages to the Client or third parties, such as, without limitation, operating loss, loss of data or any other financial loss resulting from the use or inability of the Services, any loss profit, loss, inaccuracy or corruption of files or data, loss of turnover or profit, loss of customers, loss of opportunity, the cost of obtaining a substitute product, service or technology. In addition, we cannot be held liable for the accidental destruction of flows or data by the Client or a third party who accessed the Services using the identifiers provided to the Client.

We shall not be held liable either for any damage caused by an interruption or decrease of service by the telecommunications operator, Internet service provider, electricity supplier or in case of force majeure.

We shall not be held responsible in any event where the Client installs computer programs, software or a player not provided by us, which could cause malfunctions in the Services or could be incompatible with the Services as a whole.

We shall not be held liable in the any event where the Services subscribed by the Client are occasionally suspended due to maintenance measures necessary for the proper functioning of the Services.

We shall not be held liable for the occurrence of technical hazards inherent to the use of the Internet network, as well as access interruptions that may result from it. Consequently, we shall not be held responsible for any unavailability or slowdowns in the Services provided under an offer subscribed by the Client with a third party.

SECTION 7 – FINANCIAL CONDITIONS

The Client undertakes to pay QUANTEEC a price in consideration of the provision of the Solution, the license for the Solution, and the implementation of the Services. This price is in euros exclusive of taxes and fees and is due monthly.

The price depends on the monthly consumption (in Terabytes) by the Client or on the maximum number of Users per month, as described on the Price List available on the Client's online personal space and on the order form, in euros exclusive of taxes and fees.

The billing address of the Client is the address of the Client's registered office, as provided by the Client on its personal online space and under the Client's sole responsibility, without QUANTEEC's liability being questioned.

Expenses (such as travel and subsistence expenses arising from any intervention by QUANTEEC outside QUANTEEC's premises or at the Client's site for the provision of Services), as well as technical assistance services and New functionalities services, are excluded from this price. These expenses are invoiced at real costs directly to the Client after the intervention or on an order form provided by QUANTEEC.

The amount of the price described on the Price List mentioned on the Client's online personal space can change. QUANTEEC may unilaterally modify the prices at its sole discretion, on the anniversary date of the Agreement, and undertakes to inform the Client with a three (3) months' notice.

If the Client refuses the aforementioned modification, the Client may terminate the Agreement under the provided in the "Termination" article. In the absence of termination of the Agreement within the period indicated in the "Termination" Section, the new Prices shall be deemed accepted by the Client.

Thus, any request for the addition or modification of missions, tasks, Services, or new features related to the Services will be subject to additional billing based on an order form provided by QUANTEEC.

Unless otherwise specified on the Client's personal online space, the fees shall be payable by automatic debit, by bank transfer around the 7th day of each month. Any consumption initiated per period is due.

Any amount not paid by the Client on the due date shall, without prior notice, result in payment to the benefit of QUANTEEC of (i) late payment penalties calculated on the amount of the outstanding sum at the rate of three (3) times the legal interest rate in force, as well as, (ii) a lump sum indemnity of 40 euros for collection per invoice concerned by the aforementioned late payment in accordance with Article D.441-5 of the French Commercial Code.

In the event of non-payment of an invoice on its due date, we may claim immediate payment of all remaining amounts due by the Client.,

In addition, we also have the right to terminate the Agreement in case of non-payment of a single royalty under the Terms and Conditions described in the "Termination" section.

SECTION 8 – INTELLECTUAL PROPERTY

1. Solution's ownership

QUANTEEC holds the copyrights or benefits from the intellectual property rights covering all elements constituting the Services, namely on the Solution, the Plug-in, the Back-office, and the associated Documentation.

2. Solution's License

The temporary provision of the Services under the conditions described in this Intellectual Property section, through the granting of a license by QUANTEEC to the Client as described below and against payment of a financial consideration by the Client to QUANTEEC, shall not be construed as the assignment of any intellectual property rights to the Client, within the meaning of intellectual property law. The Client undertakes not to reproduce any element of the Services as a whole, or any documentation related to them, by any means, in any form, and on any medium.

QUANTEEC grants the Client, its Users, and its Affiliates, worldwide for the entire duration of the Agreement, a non-exclusive and non-transferable right to use the Solution, composed of the Plug-in and the Back-office, identified in the order form, as well as the associated Documentation. This non-exclusive right of use is included in the price of the Services

described in the financial conditions and in the order form, which the Client acknowledges and accepts.

The rights granted under the Solution license include:

- The non-exclusive right to use and exploit the Solution, solely within the scope of the Client's business activities;
- The non-exclusive right of permanent or temporary reproduction of any part of the Solution, by any means, in any form, notably for any loading, display, execution, transmission, or storage operation, provided that these operations are necessary for the use of the Solution;
- The right to make a backup or emergency copy of the Solution necessary to preserve the use of the said Solution. This copy must be clearly designated as a backup or emergency copy of the Solution and bear all QUANTEEC's ownership and copyright notices.

3. Benchmark Data

As part of our obligation to maintain and support the Solution, to meet Client's requests, especially for support, maintenance, or assistance with installation or configuration, or for continuous improvement of maintenance service and Solution's operation, QUANTEEC has access to Benchmark Data.

4. Other Rights of QUANTEEC

The Client undertakes not to do anything that would directly or indirectly infringe QUANTEEC's intellectual property rights. The Client shall maintain or preserve, as applicable, in good condition all ownership notices affixed to the constituent elements of the Solution.

The Client undertakes to take all necessary measures with regard to the Client's personnel or any person using the Services and/or the Solution, to ensure confidentiality and respect for the intellectual property rights pertaining to the Services and/or the Solution.

QUANTEEC's trademarks, logos, trade names, company names, domain names, patents, inventions, know-how, trade secrets, and more generally all identification signs, if any, shall remain the exclusive property of QUANTEEC during and after the execution of the Agreement. The Agreement grants no right of use whatsoever on the aforementioned elements.

Consequently, any right not expressly assigned or granted by the Agreement remains the full, entire, and exclusive property of QUANTEEC. In general, the intellectual property rights assigned or granted to the Client do not extend to the means or tools used by QUANTEEC, whether or not subject to specific protection (copyright, patent, trademark...), or to inventions, methods, know-how, trade secrets used, developed, or perfected in the performance of the Agreement.

The Client undertakes not to use QUANTEEC's trademarks and logos or to register at any time any trademark, logo, or name used by QUANTEEC.

The Client assumes any editorial responsibility for the use of the Services. The Client is solely responsible for the quality, lawfulness, relevance of the data, content and/or streams that it

transmits or broadcasts for the use of the Services. The Client also guarantees holding the intellectual property rights necessary to use such data, content and/or streams. Consequently, QUANTEEC is relieved of any liability in case of non-compliance of such data, contents and/or streams with laws and regulations, public order or to the professional needs of the Client.

5. Third-Party software

The Service offered by QUANTEEC involves the use of Third-Party software that allows the connection of the Solution's Plug-in to the Client's streaming platform and requires its use, which the Client acknowledges and accepts.

QUANTEEC may add and/or replace Third-Party software with products having equivalent functionalities, especially in case of unavailability or end-of-life of a product. QUANTEEC shall not be held liable if Third-Party software becomes unavailable.

The Client has a non-exclusive and non-transferable right to use Third-Party software for the Client's business activities, as well as in accordance with the terms and conditions of use of the publishers or licensors of the Third-Party software, which the Client must comply with, without QUANTEEC's liability being engaged. Third-Party software is provided as it is and subject to availability, without QUANTEEC's liability being engaged.

6. Client Profile Data

The Client may, through the Back-office, access to an "Analytics" section on the Client's online personal profile. This section contains, in particular, consumption data or information related to the performance of the Service, on several axes: quality, efficiency, energy.

These data or information are specific to the Client and constitute a report (hereinafter the "Report").

QUANTEEC undertakes not to use these data, except for QUANTEEC's benchmark data, and except with the prior and express written authorization of the Client, granting the necessary confidentiality to said data.

QUANTEEC assigns the Client with all the intellectual property rights QUANTEEC on the Report.

This assignment is made to the benefit of the Client for the Client's own internal needs, in full ownership, on an exclusive and definitive basis, QUANTEEC thus refraining from exploiting the Reports itself or granting any right --on the Reports to a third party, without the written agreement of the Client and except in an anonymized manner within the framework of QUANTEEC's benchmark data.

It is granted for the entire legal duration of copyright protection, worldwide, and for all known or unknown forms of exploitation to date, foreseeable or unforeseeable.

SECTION 9 – DURATION OF THE AGREEMENT

The Agreement is effective for an initial period of one (1) year as of the effective date of entry as specified in Section 2, unless a notice period of three (3) months is observed before the end of the initial period, under the conditions described in the Termination section below.

At the end of this initial term, it will be renewed by tacit agreement for successive periods of one (1) year, unless a notice of termination is given no later than three (3) months before the expiry date of the renewed period and under the conditions described in the Termination section below.

SECTION 10 – SUPPORT AND MAINTENANCE

In addition to addressing any Anomalies, QUANTEEC provides a support service for any request related to the use of the Solution. The support is accessible via email from Monday to Friday, excluding weekends and official holidays, from 9:00 AM to 6:00 PM (Bordeaux time) at the following email address: contact@quanteec.com

QUANTEEC provides maintenance of the Solution.

The Client shall report any Anomalies to QUANTEEC via email to the following email address: contact@quanteec.com, making every effort to provide maximum information to enable QUANTEEC to characterize the Anomaly. The Client's request is taken into account from receipt of the Client's email by QUANTEEC.

Then, QUANTEEC will analyse the Anomaly, checking whether it originates from the Solution or not, and if so, qualifying the encountered Anomaly as a Minor Anomaly, a Blocking Anomaly or a Major Anomaly. QUANTEEC undertakes, under an obligation of means ("obligation de moyens"), to implement the necessary measures to propose a correction, an update, or a workaround, if necessary, as soon as possible. QUANTEEC reserves the right to invoice the Client for the time spent searching for the cause of errors, incidents or Anomalies if the error, incident encountered by the Client ultimately does not originate from the Solution and/or a service provided by QUANTEEC. QUANTEEC reserves the right to invoice the Client for any element beyond QUANTEEC's control.

QUANTEEC will also provide the Client, during the Agreement term, with Solution Updates as available. The Client acknowledges and accepts that QUANTEEC remains free to offer the Client Solution upgrades to improve its quality and/or functional coverage. New Features will then be invoiced to the Client via an order form.

The Client must periodically back up its data.

The Updates will be provided to the Client through a download link in the Client's online personal space. The Client is solely responsible for the proper installation of the Update on its Environment.

QUANTEEC shall not be obliged to provide maintenance and shall not be liable for maintenance in the following cases:

- The Client has not provided QUANTEEC with the information, files, or documents requested for the resolution of Anomalies and/or has not expressly approved the corrections or workaround proposed by QUANTEEC;
- The Client refuses an Update proposed by QUANTEEC that would prevent the occurrence of Anomalies identified by QUANTEEC;
- Use of a previous version of the Solution, not maintained by QUANTEEC;
- Anomalies resulting from abuse, negligence, or errors in the use of the Solution by the Client and/or Users;
- Anomalies resulting from the use of the Solution not in accordance with its Documentation or any other specific instruction transmitted by QUANTEEC, by the Client and/or Users;
- Intervention by the Client or a third party on the Solution not authorized by QUANTEEC;
- Anomalies resulting from failures in electrical or internet networks and/or a security breach affecting the Client Environment or a failure of a third-party tool;
- Non-compliance by the Client with the Client's payment obligations on the due dates.

SECTION 11 – AUDIT

Throughout the duration of the Agreement, once a year, QUANTEEC allows the Client to carry out, itself or by independent auditors, at the Client's expense – subject to prior notice of 15 calendar days – tests and audits of all or part of the Services, to ensure compliance with the Client's contractual obligations, and in particular:

- Compliance of the services with the provisions of the Agreement;
- Compliance with applicable law(s) and regulations on the protection of Personal Data.

An audit report must be sent to QUANTEEC.

The Client shall bear the entire costs of these tests and audits.

SECTION 12 – SUBCONTRACTING

QUANTEEC reserves the right to use any subcontractor of its choice, including any affiliate, what the Client accepts in advance and remains liable for the performance of the subcontracted Services.

SECTION 13 – PROTECTION OF PERSONAL DATA

In the scope of their contractual relationship, the Parties undertake to comply with EU Regulation No. 2016/679 about the protection of personal data as well as Law No. 78-17 of January 6, 1978, about data processing, data files, and civil liberties.

When the processing of Personal Data is carried out by each Party determining the purposes and means of processing, the Parties act as independent data controllers within the meaning of the regulations applicable to Personal Data.

Each Party complies with the regulations, including:

- Ensuring that Personal Data is collected and processed at all times in compliance with applicable regulations, for legitimate, explicit, and determined purposes;
- Where there is no direct contractual relationship between the data subjects and the other contracting Party, informing the data subjects of the processing of their personal data carried out in the performance of the Agreement;
- Implementing appropriate technical, logical, and organizational security measures to protect Personal Data, including against accidental or unlawful destruction, loss, alteration, disclosure, or unauthorized access;
- Implementing the documentation required by regulations.

The categories of Personal Data processed under the Agreement are:

- Employees' Personal Data, and
- Users' login data (IP addresses and location cities).

To ensure a good functioning of the peer-to-peer system included in the Solution, Personal connection Data such as Users IP addresses and their cities may be visible to QUANTEEC to ensure the proper functioning of the Services.

QUANTEEC would like to inform you that the processing of these Users' connection data is based on its legitimate interests and is necessary for the following purposes:

- Ensuring QUANTEEC's performance of its contractual obligations to Clients by: providing Clients with access to its Solution, providing access to performance data on energy consumption in the Back-Office, which is one of the features of QUANTEEC's Solution,
- Ensuring the proper functioning of the peer-to-peer system included in the Solution, which by its nature connects elements and Users to each other,
- Ensuring compliance with applicable legal and regulatory provisions.

They are kept for the necessary time to achieve the purposes for which they were collected, in accordance with applicable regulations, and it is specified that IP addresses are hashed after use for approximately 1 second by the peer-to-peer system in the Solution.

Within the framework of the processing of connection data carried out by QUANTEEC as an independent data controller, Users may exercise their rights with QUANTEEC at the address specified in these Terms and Conditions in Section "Quanteec Contact Details".

The Client's attention is drawn to the fact that it must ensure that Users are informed that:

- Users' IP addresses and cities (connection data) may be accessible via the peer-to-peer system,
- The peer-to-peer system operates by connecting various elements together, and it uses these IP addresses for its proper functioning,
- In any case, Users have the option to configure access to connection data such as IP addresses (CNIL instructions on the use of a proxy and DNS over HTTPS are available in on an evolving basis via the following link: [Nouvelles méthodes de traçage en ligne : quelles solutions pour se protéger ? | CNIL](#)).

Moreover, within the framework of the performance of the Agreement, each Party may collect and process Employee Data.

The Employees' Personal Data processed are as follows: name, first name, professional email address, professional phone number, position, company address.

The collection and processing of the other Party's Employee Data are based on the legitimate interests of each party and may be used for the following purposes:

- Management of the commercial and contractual relationship;
- Invoicing and accounting;
- Compliance with legal and regulatory provisions;
- Management of unpaid invoices;
- Management of pre-litigation and litigation (if necessary).

Employees' Personal Data is processed by the competent internal services of the relevant Party, as needed for the purposes described above.

They are kept for the necessary time to achieve the purposes for which they were collected and in accordance with applicable regulations.

Employees' Personal Data may also be transferred, if necessary, to external service providers for one of the purposes listed above (e.g., technical service providers, accountants, lawyers, etc.). In this case, each Party has concluded or undertakes to conclude an agreement with these service providers, acting as subcontractors, to control the processing of personal data and ensure that it is carried out only in accordance with the instructions of the data controller and the purposes for which the Personal Data was collected. In accordance with applicable regulations, employees of either Party may exercise their rights with the other Party at the usual contact address.

SECTION 14 - TERMINATION OF THE AGREEMENT

The Agreement may be terminated by either Party with three (3) months' notice before the anniversary date of each term by (i) the Client by sending QUANTEEC a termination request materialized in a registered letter with acknowledgement of receipt (LRAR) (ii) by QUANTEEC by sending an email to the Client.

Any consumption undertaken per period is due in full.

Once the Agreement is terminated, the Client will no longer be able to access the Solution, except under the specific conditions described in the Reversibility section. Upon termination, the Client will no longer be able to use the login and password of its personal online account.

We will destroy the Client's User account and all information or data contained therein under the conditions relating to the regulations on the protection of Personal Data and under the conditions relating to termination and reversibility.

SECTION 15 - ACCEPTANCE

The Client tests the Solution.

The acceptance of the Solution is pronounced according to the methods defined hereafter.

As part of the acceptance procedure, the Client agrees to inform QUANTEEC, by e-mail to the QUANTEEC contact address, of a person who will pronounce the acceptance. The Client undertakes to designate a contact person who has the technical skills and authority required to pronounce the acceptance for all the Client's Users.

The acceptance of the Solution will be declared by the Client by means of the signature of an Acceptance Report provided in the Solution within a period of one month following the activation of the first Client account by QUANTEEC. During this period, the Client undertakes to identify and report to QUANTEEC any Anomaly encountered, and to provide any information required to identify and reproduce the Anomaly.

QUANTEEC undertakes to correct Blocking or Major Anomalies duly documented by the Client as soon as possible after the Anomaly has been reported by the Client.

Failure by the Client to sign the Acceptance Report within the aforementioned period, or to put the Solution into production, implies unreserved acceptance of the Solution and/or Services by the Client and the Client Users.

SECTION 16 - REVERSIBILITY

QUANTEEC organizes the reversibility of the Services to allow the Client, without difficulty, to take back or have taken back by a designated third-party its data which is the subject of the Terms and Conditions (excluding intellectual property elements and licenses which are in no way transferable or assignable to said third-party) on the occasion of the termination of the Agreement according to the terms described below.

Reversibility begins on the day following the end of the notice period which led to the termination of the Agreement, for a period of fifteen (15) calendar days (reversibility period).

During the reversibility period, the Client may access a limited version of the Solution to recover all the data and documents required for reversibility.

Reversibility will be carried out at the Client's expense, based on reasonable rates.

Reversibility does not involve any transfer, assignment of skills or knowledge, specially concerning the Solution, nor any transfer of ownership, of any nature and/or importance whatsoever, of know-how, elements, methods, development tools, documents, software

packages, software or general computer programs, databases, intellectual property rights by QUANTEEC for the benefit of the Client.

The Client's account and data will be deleted after the reversibility period, which the Client acknowledges and accepts.

SECTION 17 – FORCE MAJEURE

QUANTEEC shall not be held liable for failure to comply with any of its obligations in the event of force majeure as set out in article 1218 of the French Civil Code.

By express agreement between the Parties, the following are considered to be events of force majeure : national or regional transport disruptions, national strikes, pandemics, quarantines or epidemics, fires, explosions, power cuts, natural disasters, earthquakes, floods, storms, embargoes, industrial disputes, acts of civil or military authority, war, acts of terrorism (including cyberterrorism), incidents, breakdowns, malfunctions, disruptions related to energy or telecommunication operators, malfunction or interruption of the electricity network, failure of telecommunication operators, supply disruptions, acts of third-party software providers (open source or open license software or cloud-hosted software), acts of piracy or malicious intent on the part of third-parties.

In the event of a force majeure, the Party concerned will notify the other Party as soon as possible after the event occurs. It will indicate the foreseeable duration of the event and will inform the other Party of the measures it has taken or intends to take to limit its effects.

In addition, the suspension of contractual obligations will last, if needed, for as long as the cause giving rise to the event of force majeure lasts, to the exception of payments due by the Client, payable at that time or later under the terms of the Agreement.

SECTION 18 - CONFIDENTIALITY

Each of the Parties agrees to keep strictly confidential all documents and information of a legal, commercial, industrial, strategic, technical, or financial nature pertaining to the other Party in connection with the conclusion and performance of the Agreement, and not to disclose such information without the prior written consent of the other Party.

None of this information shall be communicated or disclosed to a third party or to members of the personnel of either Party not called upon to participate in the performance of the Services, without the prior written authorization of the Party concerned and unless disclosure is necessary due to legal, accounting, or regulatory obligations.

We shall not be held liable for any disclosure of the following information and documents which (i) are in the public domain at the time of disclosure, (ii) have been brought to the attention of one of the Parties by the other Party, (iii) have been obtained from third parties in an unlawful manner, or (iv) are required by legal authorities, in application of laws and regulations, or in order to establish the rights of one of the Parties under the Agreement.

The Client ensures to respect the obligation of confidentiality to all members of staff, employees, consultants, trainees, as well as Affiliates and co-contractors of the Client.

This section applies for the duration of the Agreement and for two (2) years following the end of the Agreement.

SECTION 19 - REFERENCES

The Client agrees not to refer to or use the company names, trademarks and logos of QUANTEEC without QUANTEEC's prior, express and written authorization.

Unless otherwise agreed between the Parties, the Client accepts that QUANTEEC may include the Client among its commercial references, in its commercial documents, and in any press release or public broadcast.

SECTION 20 - APPLICABLE LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of France.

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, EACH OF THE PARTIES AGREES TO ATTEMPT AMICABLE CONCILIATION BEFOREHAND. IN THE EVENT OF A DISPUTE DESPITE THE ATTEMPT AT AMICABLE CONCILIATION, ANY DISPUTE WHICH MAY ARISE IN CONNECTION WITH THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THE AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF PARIS, INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS AND WARRANTY CLAIMS, EVEN FOR EMERGENCY PROCEEDINGS OR PROTECTIVE PROCEEDINGS OR SUMMARY PROCEEDINGS OR BY PETITION.

SECTION 21 - QUANTEEC CONTACT DETAILS

The Terms and Conditions are offered by QUANTEEC whose contact details are as follows:

QUANTEEC,

société par actions simplifiée, registered in the Bordeaux Trade and Companies Register under SIREN number 824 004 014, having its registered office at: 9 rue de Condé, 33 000 Bordeaux, FRANCE

Represented by Mr Daniel Négru, in quality of legal representant.

For any questions or information pertaining to the Terms and Conditions, please contact us at the following e-mail address: contact@quanteec.com, or by phone on +33 (0)6 80 32 97 05.

SECTION 22 - DEFINITIONS

Capitalized terms used in these Terms and Conditions have the meanings given below:

"Anomaly": refers to any reproducible malfunction of the Solution, preventing use in accordance with its Documentation. Anomalies are classified into three categories, according to their impact on the operational functioning of the Solution: Blocking Anomalies, Major Anomalies and Minor Anomalies. Anomalies are classified by QUANTEEC.

"Blocking Anomaly": refers to an Anomaly which make the use of all the functionalities of the Solution impossible.

"Major Anomaly": refers to an Anomaly which prevents the execution of the main functionalities of the Solution, as described in the Documentation, and which causes serious and abnormal inconvenience to the Client in the use of the Solution.

"Minor Anomaly": refers to an Anomaly other than a Blocking or Major Anomaly.

"Affiliates": refers to, with respect to the relevant party, any person or entity that controls, is controlled by, or is under common control with the relevant party, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether by Agreement, by shareholding, board membership, agreement or otherwise and, in any event and without limitation of the foregoing, any entity holding more than 50% of the voting securities of a second entity is deemed to control that second entity.

"Client": refers to the legal entity acting for the needs of its professional activity, having concluded the Agreement with QUANTEEC.

"Agreement": refers to these Terms and Conditions, as well as the order form, the installation instructions, the price list and, if applicable, any amendment dated and signed by the Parties which modifies, or replaces these Terms and Conditions pertaining to the peer-to-peer system making up the Solution. The Agreement cancels and replaces any document exchanged between the Parties prior to its entry into force and having the same purpose.

"Documentation": refers to documentation of any kind, and in particular technical documentation, user and operating documentation, training materials, and operating procedures documenting all functionalities accessible to the User, as well as, where applicable, on-line and/or off-line documentation relating to the Solution, necessary or useful for its use by the Client and with which the Client must comply.

"Personal Data": refers to any information or data pertaining to an identified or identifiable natural person directly or indirectly within the meaning of Regulation (EU) 2016/679 of 27 April 2016 known as the "General Data Protection Regulation" or any other applicable legislative and regulatory provision in force relating to the protection of personal data.

"Benchmark Data": refers to data used by QUANTEEC as part of its obligation to maintain and support the Solution, to respond to Client requests, particularly for support, maintenance, or help with installation, configuration or for purposes of continuous improvement of the maintenance service and operation of the Solution.

"Employees' Data": refers to the Personal Data of members of the other Party's staff assigned to the Agreement, which are collected and processed as part of the management of the Agreement by each of the Parties.

"Intellectual property rights": refers to all intellectual property rights, and in particular copyright, neighboring rights, software rights, sui generis database rights, rights to inventions, whether they have been registered as patents or not, know-how, business secrets, trade secrets, trademarks, designs and models, as described in the "Intellectual Property" Section and the "Warranty" Section of the Agreement.

"Environment": refers to all the Client's networks, equipment, servers, operating systems and/or software, set up by the Client, without responsibility on the part of QUANTEEC, contributing to the operation of the Solution.

"Update": refers to a version of the Solution including the correction of Anomalies and/or improvements, distinct from a New Functionality.

"New Functionality": refers to a new software development, a new major version of the Solution with new functionalities compared with the initial or previous version of the Solution, with major technical modifications to the Solution and following one or more requests from the Client and giving rise to additional invoicing via a specific order form.

"Acceptance Report": refers to the legal act by which the Client certifies that the Solution complies with the Documentation. The Acceptance Report purges the Solution of any apparent defects of conformity.

"Reversibility": refers to the possibility for the Client, at the end of the Agreement, to take over independently, or to have taken over by a third party of its choice, all or part of the services, the subject of the Agreement, previously carried out by QUANTEEC.

"Services": refers to the services offered by QUANTEEC for the use of the Solution and the licensing of the Solution.

"Solution": refers to the package consisting of:

- (i) Plug-in (hereinafter the "Plug-in"), which is software designed, developed, and marketed by QUANTEEC and which the Client downloads and installs on his Environment,
- (ii) Back-office (hereinafter the "Back-office"), which is software designed, developed, and marketed by QUANTEEC and to which the Client has access,
- (iii) as well as the associated Documentation.

"Third-Party": refers to any natural or legal person other than the Client, its Users and Affiliates (if authorized under the Agreement).

"User": refers to any natural person of the Client and/or Affiliates who uses the Solution according to the Agreement, in particular employees, personnel of the Client and/or Affiliates and end-users of the Client and/or Affiliates.