IKOULA SERVICE CONTRACT

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ARTICLE 1 - DEFINITIONS

For the purposes of this document, capitalised terms shall have the following meanings, whether in the singular or plural form.

1.1. **Client**: any natural person of legal age or any legal entity

1.2. **Quote:** the quote that may be issued by IKOULA following the expression of a need by the Client, it being specified that the quote is not systematic

1.3. **General Conditions**: this document

1.4. **Special Conditions**: the details appearing under the "Terms of Sale" section in the Quote issued by Ikoula

1.5. **Third Party Contractual Conditions:** the contractual conditions of the services marketed through IKOULA but published or sold by third parties

1.6. **Contract**: these General Conditions, the Special Conditions and the Quote

1.7. **Term:** the term of the Contract

1.8. **Location**: The area designated within the Premises where the Equipment will be kept for the term of the Contract, which may be modified following IKOULA's written instruction

1.9. **Equipment**: The Client's equipment to be installed at the Location

1.10. **Client Area**: the Client's private area accessible online on the Ikoula website, at the addresses communicated by IKOULA

1.11. **Working hours**: From 9:00 to 19:00 without interruption every business day

1.12. **Ikoula**: Ikoula B.V, having its registered office at Ween-zuid 130, 3012NC Rotterdam, registered at the Kamer van Koophandel under 854225766

1.13. **Business Days**: Every day from Monday to Friday with the exception of national public holidays

1.14. **Days**: calendar day, all days are expressed in calendar days unless otherwise specified

1.15. **Premises or Data Centre**: Any physical space managed by Ikoula hosting the technical equipment (and in particular the servers) allowing the provision of the Services

1.16. **Software**: Software, software packages, databases, scripts, operating systems made available to the Client by Ikoula and/or their respective publisher as part of the Service, listed in the Quote.

1.17. **Parties**: Ikoula and the Client

1.18. **Commercial proposal**: the commercial proposal issued by

IKOULA to meet a need expressed by the Client, it being specified that the commercial proposal is not systematic

1.19. **Fees**: all amounts payable as specified in the Quote or in the purchase process upon purchase from the Website

1.20. **System Resources**: Any technical capacity provided by Ikoula

1.21. **Technical Restrictions**: technical restrictions on the use and operation of the Service set by the publisher of the service concerned or the software concerned or Ikoula due in particular to the characteristics of the server, Ikoula's commercial policy, Ikoula's technological choices, the System Resources, the technological developments, etc.

1.22. **Service**: means the services marketed by IKOULA either via the Website or through a commercial proposal

1.23. **Third Party Services:** services provided by third parties, including third party software publishers

1.24. **Website**: the Ikoula website http://www.ikoula.com/ and its versions in the various countries where IKOULA markets its services.

1.25. **SPAM**: bulk electronic communications, including email, not solicited by recipients or malware

ARTICLE 2 - PURPOSE

The Contract sets out the conditions under which Ikoula provides the Services in consideration of the payment of the Fee specified in the Quote.

ARTICLE 3 - CONTRACT DOCUMENTS

The Contract consists of these general conditions, the Quote (containing the Special Conditions) when such Quote is issued by IKOULA, as well as the General Terms and Conditions of Hosting Personal Data in the context of the General Data Protection Regulation which comes into force on 25 May 2018 (the "**Contract Documents**").

In the event of a contradiction between the Contract Documents, the Quote, which contains the Special Conditions, when such Quote is issued by IKOULA, takes precedence over the general conditions

The Contract constitutes the entire agreement between the Parties. It supersedes all prior proposals or agreements, as well as all other communications between the Parties relating to the purpose of the Contract.

Unless otherwise specifically provided herein, no indication or any document may be deemed incorporated into the Contract and generate obligations under the Contract if it has not been subject to an amendment previously approved and signed by the authorised representatives of both Parties.

The Parties agree that no general or specific document contained in the documents sent to either Party may be incorporated into the Contract. The same shall apply, without

this list being exhaustive, to the conditions appearing on the invoices, the general conditions of purchase, the conditions set out in the commercial documents and all letters and/or dispatches sent directly or indirectly by one of the Parties to the other Party.

In addition to the Contract governing the relationship between Ikoula and the Client, the Client is informed that the use of the Third Party Services is subject to acceptance by the Client of the contractual conditions applicable to each of the services concerned which also provide limitations, available at the following link **https://www.ikoula.com/fr/cgst** or upon request to IKOULA. In the event that the publisher of a Third Party Service does not appear in the URL **https://www.ikoula.com/fr/cgst,** IKOULA shall communicate the conditions upon request.

ARTICLE 4 - SERVICES, PREREQUISITES AND USE OF THE SERVICES

4.1. Description of the Services and prerequisites

The Services are detailed in the Quote or in the summary when subscribing to the Services during the purchase process on the Website.

It is recalled that the Services are subject to limitations and restrictions, depending on the Services subscribed which are inherent to the technologies subscribed to or subject to specific restrictions (quantity of electricity consumed, server capacity to operate software, for example). The Client is invited to contact IKOULA by any means in case of doubt or question.

The Client becomes aware of the options and ranges of services available in order to select Services and features adapted to its needs. In particular, the Client shall ensure that the Services are adapted to the legal and regulatory requirements applicable to the activities carried out in the context of the use of the Services, and in particular in the event that it hosts personal data (in which case the client is in particular invited to read the GDPR page on the home page of the Website). The Client also ensures that it accepts the applicable contractual conditions when software or services are provided by third parties, before using them, and fully complies with the content of the said conditions and guarantees IKOULA in this respect.

Ikoula makes the Services available to the Client in accordance with the Contract, as part of an obligation of means.

4.2. Access to the Services and use of the Services

In order to access the Service, in addition to accepting the Contract, the Client provides a certain number of information (4.2.1.). When the Client's file is complete, Ikoula delivers the Services to the Client (4.2.2.). Once the Services are delivered to the Client, access to the Services is made via the Internet, using the logins and passwords provided by Ikoula when the Client registers (4.2.3.). The Client is free to use the Services to install software, applications, websites or content of any kind (4.2.4.), subject to compliance with applicable legislation, the contractual provisions of third party publishers and the

Contract (4.2.5.).

4.2.1. Client Information

The contact details provided by the Client must be accurate. The Client maintains a valid email address and postal address, so that Ikoula can send invoices, reminders and all information relating to the Services, as well as a permanent means of payment. The information is updated on the Client Area through the ID provided by email at the time of registration.

Ikoula shall not be held liable for the implications that could arise for the Client and/or third parties in the event that the Client has failed to notify Ikoula of any change. And in particular the Client may not hold Ikoula liable for any damage in the event of a Service interruption, resulting from an invoice or a reminder notice not received and unpaid due to an invalid email address.

4.2.2. Delivery of Services

Once the Client's file is complete and validated by Ikoula, Ikoula will deliver the agreed Services within the estimated deadlines specified on the Quote and failing this, as soon as possible, it being specified that the Client may always ask Ikoula when they would be delivered.

The Client is informed of the delivery of the Services by e-mail to the address it has communicated.

4.2.3. Login and Password

Access to Ikoula Services via the Internet is protected by user names and passwords. A login and password are provided to the Client at the time of subscription to the Services. It is recommended that the Client change the logins and passwords provided by Ikoula.

The client is responsible for its user names (login) and passwords. These are strictly confidential and Ikoula cannot be held liable for any unlawful or fraudulent use. Any intentional or unintentional disclosure of the user names and/or passwords provided shall be the Client's sole responsibility to the exclusion of that of Ikoula.

Therefore, the Client alone shall bear the consequences of the failure to operate its Services as a result of use by a third party (member of its staff or third party to whom the client has provided its user name and/or password). The Client alone shall bear the consequences of the loss of user names and/or passwords, particularly in the event that it can no longer access its data as a result thereof, without being able to claim any damage and interest whatsoever from IKOULA.

4.2.4. Installation of software, applications, websites or content on the Services

The Client is solely responsible for the software and, any other item uploaded and/or installed on the Ikoula Services.

If these result in a deterioration, a breakdown of service or the need for a partial or complete relocation of the Service, the client shall be solely responsible and shall not hold Ikoula liable in this respect. In this case, the interruption of the service would not give rise to any claim, refund or compensation for the benefit of the Client.

4.2.5. *Compliance with applicable legislation and manifestly unlawful content*

4.2.5.1. Compliance with applicable legislation

The Client complies with the applicable legislation and undertakes to comply with the laws in France and abroad which are already in force or which will be in force in the future and, with the use of the Internet, and in this respect, in particular:

- without this list being exhaustive, to comply with the laws governing audiovisual communication services, the processing of personal data, the protection of minors, the respect for the human person, intellectual property, trademark law and patent law, electronic commerce, advertising, and in general shall refrain from any storage or dissemination of data of any kind that may constitute an infringement of the rights of a third party or an infringement of any applicable law,

- in particular, shall not send spam, or send unsolicited commercial or advertising emails, and store or disseminate any data of a violent, obscene nature or inciting racial or religious hatred, phishing or computer attacks of any kind while using the Ikoula Services.

- The user undertakes to take all necessary measures to ensure the protection of minors who may use the Services. These services shall be used by a minor under the Client's sole control and responsibility. Ikoula recalls that the Client has an obligation of result with regard to the protection of minors and that the content of the hosted sites is in no way the responsibility of Ikoula.

- The hosting of websites implies the obligation for the client to always log in and to keep constantly accessible the information provided by the laws in force, in particular the law of 30 September 1986 and the provisions applicable to distance selling.

- The Client shall have sole editorial responsibility for the websites it hosts on the Services. Under no circumstances shall Ikoula be held liable for the content hosted by the Client on the Services, unless Ikoula is held liable under the conditions relating to the liability of the hosting company. It is recalled that any website must have legal notices specifying in particular the identity of the publisher of the website as well as the contact details of the hosting company.

In the event of non-compliance with any of these clauses, Ikoula reserves the right to close the Client's website(s) without delay. Indeed, the Client is informed that in accordance with law 2004-575 and more precisely its Article 2. "*Natural or legal persons who ensure, even free of charge, in order to make available to the public by means of online communication services to the public, the storage of signals, writing, images, sounds or messages of any kind provided by recipients of those services may not be held liable for the activities or information stored at the request of a recipient of those services if they were not actually aware of their illegal nature or facts and circumstances revealing such nature or if, as soon as they became aware of it, they acted promptly to remove or render access to the data impossible.*"

Ikoula may therefore, on this basis, decide to suspend access to the content reported as unlawful, pending a court decision which has become final.

The Client shall indemnify Ikoula against all pecuniary consequences that may result from the application of its civil or criminal liability due to the presentation and content of any data whatsoever, stored and/or disseminated by the Client from its website or the Client's domain name(s) with regard to legislation worldwide.

The Client undertakes to intervene in any proceedings brought against Ikoula due to the presentation and content of the data and/or the domain name(s), for the purpose of identifying itself as solely and exclusively responsible for such data and domain name(s).

4.2.5.2. Manifestly unlawful content

In the event of a complaint, claim, notification in whatever form, made to Ikoula relating to the Client's actions on the Services and in particular the hosting of data or a website, whatever they may be, as in the event that the Client removes the elements of its identification from the websites, Ikoula shall be entitled to suspend the connection to the Services immediately and without prior notice (Law of 21 June 2004 for confidence in the digital economy), without such suspension giving rise to the right to the payment of any compensation. Given the retention of the Client's data during this period and the impossibility of reallocating the Systems Resources to another Client, the Client shall remain liable for all sums due to IKOULA, as if the Services had not been suspended. In such case, the Client shall remain free to terminate the contract in accordance with the provisions of Article 13.1 of this Contract. If, at the end of such suspension, a competent authority finds the lawfulness of the content, Ikoula will promptly restore the online Services. If, on the other hand, the content is deemed unlawful by the competent authorities, Ikoula may terminate the Contract and the Client shall be liable for all the sums due under the invoices already issued and for the invoices to be issued until the expiry of the Contract due to the termination of the Contract exclusively due to the Client's fault.

4.2.6. Specific provisions for the reservation of domain names

The Client may ask IKOULA to make the reservation of a domain name on its behalf, in which case the client is informed that each reservation is submitted, depending on the extension concerned (.com, .fr, .eu, etc.) under the contractual conditions of the registrars concerned, the said conditions being provided upon request by the client.

When booking the domain names, IKOULA will communicate to the registrars concerned the personal data of the Client, necessary for the registration of the domain name concerned.

The Client is solely responsible for compliance with the law and regulations of the domain names it reserves, with IKOULA having only a technical intermediary role: the actual reservation of a domain name does not prejudice the legality of the domain name, in respect of which the client has sole

discretion, particularly with regard to trademark law and the rules of intellectual property.

IKOULA cannot be held liable in the event of any failure by the registrar in the registration of the domain name and in particular: unavailability of the registrar's information system, failure of the registrar's systems and any event beyond the control of Ikoula which prevents Ikoula from making the reservation of the domain name.

Once the domain name has been reserved, IKOULA will provide the customer with the information by email.

The Client is solely responsible for the renewal of the domain name: IKOULA is under no obligation to notify the Client of the expiry of its domain name.

In the event that IKOULA successfully recovers a domain name while the renewal was made late, IKOULA will charge the late renewal fees, it being recalled that despite IKOULA's best efforts, the latter may not be able to recover the domain name concerned.

The reservation of a domain name may not give rise to a right of withdrawal, with IKOULA incurring costs which cannot be reimbursed to it in the event that the Client wishes to be rid of its domain name.

4.3. Changes to the Services

4.3.1. Changes to the Services at the Client's initiative

The Client has the right to subscribe to new Services at any time. In such case, the contractual terms and conditions in force at the time of the subscription of the new Services and available on the Website shall apply.

Any additional Service will be subject to an Additional Quote and/or additional subscription via the Website and, if applicable, an additional Fee.

The Client shall be responsible for all expenses or other additional amounts borne by Ikoula as a result of either the Client's instructions, the lack of Client's instruction, the inaccuracy of the information provided by the Client, delays or any other cause attributable to the Client including any changes to specifications or requirements.

4.3.2. Changes to the Services at the initiative of Ikoula

The Services may be subject to changes, variations or extensions by Ikoula at any time, provided that such changes do not materially affect the nature or quality of the Services subscribed by the Client in connection with the Quote or through the Website and that the amount of the Fees invoiced to the Client is not increased.

In particular, the following are considered non-substantial changes: Software updates, system compliance, change of network for data transmission, geographic site change for server hosting, hardware change for equivalent or higher hardware of a different brand or model.

Ikoula reserves the right at all times to make any emergency change required for security or safety reasons or of any other nature to the Services. Such changes shall not materially affect the nature or quality of the Services. Ikoula shall inform the Client as soon as possible of any change thus made to the Services.

4.4. Assistance

For all of the services hereunder, the Client has online assistance via e-mail from its Client Area during Ikoula's business days and hours, providing technical assistance concerning the Service by responding as soon as possible to the Client's questions and comments sent via its Client Area, without Ikoula's commitment to provide a solution to the Client, or a response time.

The Client also has a Client Service Department accessible to the telephone number indicated on Ikoula's websites during Ikoula's business days and hours. The Client may also take out personalised assistance services with Ikoula at the rate in force at the time of subscription.

4.5. Special case of the hosting of Equipment in the Ikoula Data Centre

4.5.1. Client equipment hosted on the Premises

The Client undertakes to maintain the Equipment at a level that guarantees that at all times it does not present any danger and complies with all health and safety standards.

The Client undertakes to allow access to the Equipment, information and facilities and to provide the necessary authorisations to enable Ikoula, as appropriate, to perform its obligations under the Contract. The Client undertakes to cooperate reasonably with Ikoula in connection with the Services.

Under no circumstances is the Client authorised to connect any of the Equipment to the Ikoula Network, or to disconnect it from the said system, without the prior express written consent of Ikoula

The Client, its employees, subcontractors and agents undertake not to examine or interfere with the various Ikoula systems on the premises.

The Client is not authorised to make any alteration or modification of the Premises, racks, storage facilities, accessories or any other installation provided by Ikoula.

The Client undertakes to keep neat and tidy as appropriate the part of the Premises in which the Equipment is located, not to introduce into the premises, or store flammable products (cartons, cleaning alcohol or any product that could ignite), and to remove from this location the debris and rubbish which may be found there and not to block or hinder access to the doors.

The Client shall ensure that the Equipment connected to Ikoula's power supply will comply with Ikoula's obligations in terms of harmonic distortion; in particular, the total harmonic distortion (including all harmonics up to the 40th rank) and their effects on the supply voltage at the point of common coupling are less than or equal to 5%. Ikoula reserves the right to carry out power quality controls on the Equipment. This

type of control consists of using power quality analysers to measure the total harmonic distortion created. When it emerges from the analyses made by Ikoula that the ceiling defined above is or has been exceeded, the Client shall be obliged to reduce the total harmonic distortion within 1 month of the occurrence thereof. If the Client fails to reduce the harmonic distortion within the aforementioned period, Ikoula shall have the right to install, at the Client's expense, correction equipment intended to reduce harmonic distortion of the supply voltage below the said ceiling.

4.5.2. Access to the Ikoula Premises in the event that the Client subscribes to the Data Centre hosting option

The Client shall refrain from using any part of the Premises for any purpose other than the Location of its Equipment and the operation of its business.

During the performance of the Contract, the Client undertakes to keep in good condition the space assigned and its facilities, and at the end of the said Contract, to return them in their original condition, excluding normal wear and tear.

The Client undertakes not to act in the Premises, in a manner that violates any health, safety, safety and other regulations, or which would result in Ikoula's failure to comply with its obligations.

In the Premises, the Client undertakes not to act in a dangerous and harmful manner for other clients.

Subject to a written request from the Client to ikoula@ikoula.com accepted in writing by Ikoula by email, Ikoula authorises the Client to enter the Premises at the times communicated by IKOULA in order to carry out the necessary maintenance and/or repair of the Equipment that Ikoula is not obliged to provide in connection with the Services. In the event of a proven emergency, Ikoula will do its utmost to allow the Client to access the premises without being able to guarantee such a request.

If urgent maintenance and/or repair work proves necessary, the Client shall inform Ikoula as soon as possible given the specific circumstances (and the Client acknowledges and accepts that immediate access may not be possible depending on the circumstances).

If such maintenance and/or repair work requires disconnection and/or connection of Equipment to Ikoula infrastructure, it is necessary to use an Ikoula engineer who will be responsible for such operations. This work will be invoiced to the Client on the basis of a quote accepted and signed by the Client. No service may be provided without acceptance of the quote.

However, Ikoula reserves the right to refuse access to the Premises if:

- The person fails to prove to Ikoula that he or she is duly authorised.
- Ikoula legitimately considers that the person must not be authorised to access the Premises for health or safety reasons (whether or not duly authorised to enter the Premises).
- The person wishing to access the Premises refuses to

submit to the necessary checks (in particular checks of equipment, verification of absence of flammable items or any elements likely to cause damage to the Data Centre and machines).

Ikoula undertakes to ensure that the space allocated to the hosting and operation of the Client's Equipment has an air conditioning system, a stable humidity, a fire extinguishing system, a safety system, a power supply system and adequate lighting.

Ikoula cannot be held liable for malfunctions of the Client's Equipment due to its own imperfections and unavailability not related to the Services provided by Ikoula.

The Client guarantees Ikoula that:

- it shall act with all due diligence when it is in the Premises, when working on the Equipment or when it performs its obligations under the Contract.

- the Equipment installed in the Premises by the Client or one of its subcontractors shall at all times be perfectly compliant with the manufacturer's specifications concerning the Equipment, the standards and the applicable authorisations designated by the Law or any other applicable legislation or regulation, particularly in terms of safety and electromagnetic compatibility.

The Client remains responsible for the particular waste (packing boxes, cabling waste, etc.) left in the Ikoula Premises.

The Client shall at all times assume all the risks related to the Equipment and is required to insure its Equipment accordingly.

ARTICLE 5 - CLIENT'S DUTY OF COOPERATION

The Client has a general duty of cooperation towards Ikoula, including in particular:

> (i) the communication to Ikoula of any information, material and answer to any question that Ikoula deems useful in fulfilling its obligations.
> (ii) the provision to Ikoula of the resources necessary for the performance of the Contract.
> (iii) the obligation to keep up-to-date all information allowing Ikoula to contact it (email, telephone, postal address) and the means of payment it has chosen.

The Client undertakes to appoint, from the date of signature of the Contract, a technical contact person responsible for relations with Ikoula in order to ensure the proper performance of the Contract.

The Client acknowledges that it has received from Ikoula all the necessary information enabling it to take all necessary precautions for the implementation of the Services and their use.

The Client undertakes to pay all Fees due to Ikoula in accordance with the terms of the Contract.

The Client shall have no right to any equipment supplied by

Ikoula other than the right to use this equipment in accordance with the terms and conditions of use, for the specified period and as long as the payments of the Fees are up-to-date.

The Client declares that it is aware of the characteristics and operation of the Internet network and the Service.

The Client declares that it has the hardware, software, skills and, where applicable, the personnel necessary for the use of the Service. It warrants that it will use the Service in accordance with its specifications without such use causing damage to the hardware and software provided by Ikoula.

ARTICLE 6 - DATA OWNERSHIP / DATA BACKUP

6.1. Data ownership

The Client is the owner of the data of any kind stored and disseminated on the Services. It guarantees Ikoula to have all the authorisations necessary for their storage and distribution.

The Client is solely responsible for the content and services hosted on the Services and for the information transmitted or collected and therefore Ikoula assumes no responsibility for the latter.

It is recalled that Ikoula is a technical intermediary and has no responsibility for the content and data that are uploaded to the Services by the Client: Ikoula has neither the knowledge nor control of the content stored by the Client on the Services.

6.2. Data backup

The Client is responsible for regularly backing up data, files, programs and information of any kind installed on the Services. In the event of accidental destruction, the client expressly acknowledges that Ikoula will under no circumstances be obliged to restore them.

The Client is informed that despite all the care that Ikoula takes when updating its infrastructure or any operation, the Client's data may sometimes be lost or damaged. In the event that following any update or operation, the Client's data are lost or damaged, Ikoula will reinstall the Client's data on the basis of the backup that will be communicated to it by the Client. The Client is informed that if it does not provide the backup to Ikoula, the data may not be recovered and lost, without Ikoula being held liable as a result.

Unless the Client expressly subscribes to the data backup service, Ikoula therefore makes no specific backup of the hosted data and therefore, regardless of the offer contracted by the Client and any options and/or services, Ikoula does not guarantee the recovery of the Client's data which could have been lost or damaged.

Thus, Ikoula cannot be held liable in the event of any deficiencies in the implementation of security measures, particularly backup measures.

6.3. Verification of data integrity in case of subscription to the "Data Backup" service

When the Client subscribes to the "data backup" option, IKOULA shall ensure, in accordance with the Quote and the Special Conditions, where applicable or, in accordance with the summary, the Client's data backup. However, the Client is reminded that, in its capacity as host, Ikoula is not aware of the data used by the Client and that Ikoula cannot, in fact, verify the integrity of the data, i.e., in particular, the fact that the stored data are usable. Therefore, the Client shall ensure the integrity of the stored data by carrying out regular checks on the backup.

ARTICLE 7 - IKOULA'S OBLIGATIONS

Ikoula shall, within the framework of an obligation of means, provide all due care and diligence necessary for the provision of the Service in accordance with the Service Orders, these general conditions and special conditions applicable, as necessary, and the state of the art.

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Ikoula provides all the connections necessary for the services, 24 hours per day and 7 days per week, subject to any maintenance periods and breakdowns, within the framework of an availability rate of 99% over 12 months, with said availability rate not taking into account maintenance periods. For Services with outsourcing, the availability rate may be different, subject to an agreement between the parties, the said availability rate being specified in the Special Conditions. As such, Ikoula undertakes to comply with the technical obligations imposed by network operators, to comply with the protocols and standards in use on the Internet and to ensure and maintain the good condition of the equipment it controls.

Except as otherwise provided in the Contract, the Services are provided "as is" and the Client uses these Services at its own risk. Ikoula does not guarantee that the Services will be uninterrupted, will not contain any error or that they will be completely secure.

In accordance with applicable law, the contact details declared by the Client may be communicated upon request of the judicial authorities.

ARTICLE 8 - LIABILITY

8.1. IKOULA's liability

Ikoula's liability is limited to direct, actual, personal and certain property damage suffered by the Client and solely due to the fault of Ikoula under the Contract. Ikoula may under no circumstances be held liable for any damage suffered by a third party (other than bodily injury) or any indirect damage suffered by the Client, nor for any commercial damage or commercial disruption whatsoever, loss of profit or goodwill, loss of turnover, loss of orders, loss of expected savings, loss of image, damage to brand image, loss of traffic, loss of data, moral damage. The Client must therefore take out an insurance for these damages by its own means.

In no event shall Ikoula be held liable for the data present on the Services, nor for the non-compliant use of the Services (including the use of any functionality related thereto) by the Client (including its personnel) or by any third party. In particular, Ikoula may under no circumstances be held liable for damage resulting from violations of the provisions of the

French Criminal Code, hacking and/or taking control of the Services, including hacking of any functionality allowing remote access to the Services, by a third party not authorised by the Client.

Ikoula shall under no circumstances be liable for an event of force majeure understood as any fact or event beyond the control of Ikoula, in particular: social conflicts, internal strikes, intervention by civil or military authorities, wars or hostilities declared or undeclared, terrorist acts, riots, natural disasters, adverse weather affecting the routes of communication and making them impracticable, fire, water damage, epidemics, sanitary conditions, malfunction or interruption of telecommunications networks.

Ikoula may under no circumstances be held liable for any damage arising from the deactivation of the Services due to an event outside its control, due to illegal content or in the event of non-payment by the Client.

The Parties acknowledge and agree that, although using antivirus programmes, they cannot guarantee that the Services or transmissions between them will be free from any viruses. Ikoula cannot be held liable in case where malware is introduced into one of the client's services or if one of the client's services is hacked, despite all the security measures taken by Ikoula.

If the Client's use of the Services or its interaction with the Internet or third parties is detrimental to the Ikoula network or its activities, the Client expressly authorizes Ikoula to suspend the Services and restore it only as soon as it reasonably believes that there is no longer any danger or risk of danger to the Ikoula network, the Services, or its activities.

The Client acknowledges that the uncertainties of access to the internet network consisting of the international interconnection of computer networks do not provide any guarantee as to the permanence of the service and the maintenance of its performance. And therefore Ikoula cannot be held liable for the total or partial non-compliance with an obligation and/or any failure of the operators of telecommunications networks to the Internet or its access providers. Furthermore, the services provided by Ikoula are independent of other technical operators such as suppliers and energy operators, as well as telecommunications suppliers and distributors and as a result it shall not be held liable for their failure.

The Client waives, and guarantees that its insurers waive, any recourse against Ikoula exceeding the limits provided for in this Article. The Fees are determined in consideration of this clause. In the event that Ikoula's liability is invoked, the Client must minimise the costs, losses and related damages.

In the event of a breach by Ikoula of its contractual obligations, the Client shall have one year from the triggering event or knowledge of this event, to hold Ikoula liable. Exception is made for actions that may be taken by Ikoula for non-payment, which is prescribed in accordance with ordinary law.

Except for gross negligence or wilful misconduct, in the event that Ikoula is held directly liable, the maximum amount that the Client may claim, regardless of the cause, is limited, for all damages, to the amount actually paid by the Client to Ikoula during the last three months or, in the event that the contract has not been performed sufficiently long, the sums that the client would have had to pay during the first three months of the Contract.

Ikoula excludes any warranty not expressly provided for in these General Conditions to the entire latitude permitted by French law.

8.2. Client liability

The Client acknowledges that it is solely liable for:

(i)	The choice of the Services and their suitability for its needs,
(ii)	Compliance with the scope of the rights granted and the terms of use of the Services,
(iii)	The use of the Services in accordance with their intended use,
(iv)	The security of its information system and the backup of its data,
(v)	The qualification and competence of its personnel,
(vi)	Legal or regulatory declarations and its own compliance with the regulations on personal data;
(vii)	Compliance with laws and regulations

The Client shall undertake for the entire term of the Contract to regularly back up its data. Before the expiry of the Contract, the Client shall ensure that its data has been fully backed up, unless the Client has entrusted Ikoula with the backup of its data.

In any event, the Client shall indemnify Ikoula in full against any loss, damage or expense that Ikoula, its employees, agents, subcontractors and other customers may incur due to (i) negligence or any breach of the Contract by the Client, its employees, agents or subcontractors (ii) and any claims concerning the Services that may be made against Ikoula by any customer of the Client or any third party dealing with the Client.

ARTICLE 9 - INSURANCE

The parties declare that they are insured, with a reputable and reliable insurance company, to cover their liabilities under the terms of the Contract. A copy of the insurance contract or letter covering the risks related to the Contract may be requested. With regard to Ikoula, this discount will be made in exchange for the reimbursement of the costs inherent to this transmission valued on a flat-rate basis at EUR 50 excluding tax.

The Client must also take out an insurance policy in respect of civil liability, property damage and damage resulting from the interruption of the business of the company. These insurance policies shall run from the date of entry into force of the Contract and until the date necessary to cover all of the Client's liabilities arising under the Contract which would generally be covered by the insurance policies, regardless of the time of the claim invoking such liability. This insurance must be taken out with a generally known insurer and include a waiver of subrogation in favour of Ikoula. The Client undertakes to

present to Ikoula on request sufficient proof of the existence of such insurance for the purposes of control by Ikoula.

ARTICLE 10 - PERSONAL DATA

10.1. Rules applicable in the event that the Client hosts personal data on the Services

The provisions applicable in the event that the Client hosts personal data on the Services are contained in the document "General Terms and Conditions of Hosting Personal Data within the framework of the General Data Protection Regulation which comes into force on 25 May 2018".
Available at the following address:
https://www.ikoula.com/sites/default/files/2018_05_17_Conditions_Generales_RGPD_FINAL.pdf.
Furthermore, in the event that the client wishes to be specifically assisted on the issue of hosting personal data, he fills out the form:
https://www.ikoula.com/sites/default/files/formulaire_declaration_de_donnees_IKOULA.pdf

10.2. Rules applicable to personal data collected by Ikoula from the Client

As part of the performance of the contracts, IKOULA processes personal data as a data controller. IKOULA applies the rules laid down in the General Data Protection Regulation no. 2016/679 (the "**GDPR**") and the amended French Data Protection Act 78-17.

These are the data of the client's various contact persons, for which IKOULA collects the following data: Full name, telephone, email, title, business address.

These data are required for the following purposes
a) order management (customer management of orders, delivery, service performance or supply of goods, invoices and payments);

b) management of loyalty programmes;

c) keeping general accounts and any ancillary accounts that may be attached to them;

d) drawing up financial statistics;

e) conducting customer satisfaction surveys and studies including surveys, product tests, sales statistics conducted by the organisation concerned;

f) management of claims, after-sales service and guarantees;

g) conducting commercial prospecting and marketing activities (sending advertising messages, contest games, sponsorships, promotion, surveys);

h) selection of suppliers

IKOULA is the sole recipient of these data, but may use subcontractors within the meaning of the GDPR, for specific technical services, and for example, for accounting services. IKOULA contractually governs the conditions under which subcontractors may access the data.

In principle, IKOULA does not transfer personal data to a third country. However, for the purposes of performing Services,

IKOULA may send personal data to its correspondents in different countries for the purpose of performing the Services. In such a case, IKOULA has entered into contractual clauses with its correspondents governing the said transfers.

The data are retained throughout the contractual relationship, then during the applicable time limits or legal periods.

Each data subject may request a right of access, rectification or erasure of their data, as well as a restriction of the processing and has the right to object thereto and the right to the portability of their data. The Parties inform the data subjects of this clause;

If, after informing IKOULA, through its Data Protection Officer (who can be reached mainly via the email address dpo@ikoula.com) the data subject is not satisfied with the response provided to him, he or she may lodge a complaint with the supervisory authority.

Unless agreed by IKOULA, in case of refusal to provide the data, IKOULA will not be able to perform the contract.

The processing carried out by IKOULA does not give rise to any automated decision-making of data.

ARTICLE 11 - SUSPENSION OF SERVICES

11.1. Suspension of access to the Services due to a non-payment of the Fee for contracts concluded with tacit renewal

In the event that the Client is committed under a contract with tacit renewal and fails to pay all or part of the Fee within the time limits agreed in the financial terms of the Contract, Ikoula may suspend the Client's access to the services, after a reminder by email to pay has remained without effect for a period of 8 calendar days from the date indicated in the email sent, so that the Client will no longer be able to use the Services until it has paid all amounts due to Ikoula. Under no circumstances may the Client claim any damages whatsoever as a result of this suspension, regardless of the consequences thereof.

The suspension of the Services shall not end the invoicing of the Services subscribed by the Client for the period for which it is engaged and the Fees shall remain payable in full.

Upon receipt of payment of the sums due by IKOULA, the Services will be reactivated.

If, at the end of the Client's commitment period, the Client has still not paid the sums due, the Contract will be terminated by operation of law and automatically and the data will be deleted as soon as possible.

The suspension of the Service following the Client's non-payment of the service will result in the deletion of all the data, if the Client does not express the intention to recover them within 30 days, i.e., if the Client does not contact Ikoula within 30 days or if Ikoula's attempts to contact the contact details indicated by the Client are unsuccessful for a period of 30 days. In this context, Ikoula cannot be held liable for the loss of such data and is under no obligation to attempt to recover them.

11.2. Suspension of access to the Services due to a

Ikoula's initials

Client's initials

notification to the hosting company

Ikoula may suspend the services in the event of notification to the hosting company in accordance with Article 4.2.3. of these General Conditions.

11.3. Suspension of access to the Services as a result of a request from a governmental or judicial authority

Ikoula may suspend the Services in the event that a governmental or judicial authority requests Ikoula to suspend the Services.

11.4. Financial conditions applicable during the suspension of the Services

Regardless of the reason for the suspension of the Services, except in the event of force majeure as defined by law and the French courts, the Client shall remain liable for the Fees for the entire period of suspension of the Services.

ARTICLE 12 - TERM OF THE CONTRACT

12.1. Initial term

The Contract is entered into for a period specified in the Quote or on the Website at the time of on-line subscription (the "**Initial Period**").

The Contract shall enter into force:

- upon signature hereof if the Contract is signed in a hand-written manner
- upon the first payment by the Client

The tacit renewal of the Contract is specified in the Quote or on the Website at the time of on-line subscription. In the absence of any mention relating to the renewal of the contract in the Quote or on the Website at the time of on-line subscription, the agreed term is fixed and the contract may only be renewed at the express request of the Client.

When the Contract is tacitly renewable, the renewal period shall start from the date of the delivery email for the Services provided and not from the date of signature of the Contract for example.

For example, if the Contract is tacitly renewable for 12 months, the date from which the 12 months will be calculated will be the date of the Service delivery email and not the date of signature of the Contract.

12.2. Continuation of Services at the end of the Initial Period when the Contract does not provide for tacit renewal

By default, when the Contract does not provide for tacit renewal, the Contract shall automatically expire on its due date unless the client expresses a wish to the contrary, either by paying the invoice issued by IKOULA in the event that IKOULA sends it one to renew the Contract (it being specified that IKOULA will not always send an invoice when the contract is not concluded with tacit renewal and in no event, shall the failure to issue an invoice at the end of a fixed-term Contract give rise to any liability whatsoever on the part of IKOULA), or

by writing to IKOULA's customer service.

If the Client wishes to continue to use the Services without interruption, it must pay an invoice no later than ten (10) days before the expiry of the Contract. Unless otherwise agreed in writing by the Parties, the contractual terms that will then apply shall be those in force on the date of the new invoice.

Regardless of the Service subscribed, Ikoula cannot be held liable for the partial or total non-receipt of one or more of the reminder emails and notifications of contract expiry.

ARTICLE 13 - WITHDRAWAL - TERMINATION

13.1. - SPECIFIC CONDITIONS ARISING FROM THE CONSUMER CODE

13.1.1 - Persons who may apply to exercise the right of withdrawal

The Clients having the status of consumer within the meaning of the preliminary article of the French Consumer Code, as well as professionals who enter into Contracts with Ikoula and meeting the following three cumulative conditions, in accordance with Article L.221-3 of the French Consumer Code, are entitled to request the withdrawal:

- Contracts are concluded off-premises;

- They do not fall within the main scope of business of the company;

- And the number of employees of the company is less than or equal to five.

Therefore, professionals meeting these three criteria are considered as Consumer Clients and have a right of withdrawal.

13.1.2 - exercise of the right of withdrawal

In accordance with Article L.221-18 of the French Consumer Code, the Client has a period of (14) fourteen days to exercise its right to withdraw from a contract concluded remotely, following a telephone or off-premises solicitation.

This period shall run from the conclusion of the Contract or the delivery of the goods. If the contract of sale is concluded off-premises, the Client may exercise its right of withdrawal from the conclusion of the contract.

The Client may exercise this right, without having to justify reasons or pay penalties, with the exception, where applicable, of return costs.

The Client must exercise its right of withdrawal before the expiry of the aforementioned period either from its Management Interface via the form provided for this purpose, or by completing and sending Ikoula the withdrawal form below or any other declaration, without ambiguity, expressing its wish to withdraw by email.

13.1.3. Withdrawal form

https://www.ikoula.com/retractation.html

"For the attention of IKOULA, SAS, 175-177, rue d'Aguesseau 92100 Boulogne-Billancourt - France
I/we (*) hereby notify you (*) of my/our (*) withdrawal of the contract relating to the sale of the good (*) / for the provision of services (*) below:
Ordered on (*) / received on (*):
Name of consumer(s):
Address of consumer(s):
Signature of the consumer(s) (only in case of notification of this form on paper):
Date:
(*) Delete as appropriate. "

The right of withdrawal, if validly exercised, allows the Client to obtain reimbursement of the goods and Services concerned (with the exception of the additional charges applicable to non-standard delivery services, if you select a more expensive service than our basic offer). As a general rule, reimbursement will be made using the original payment method.

The Client may not exercise its right of withdrawal in the cases provided for in Article L.221-28 of the French Consumer Code, particularly for goods manufactured according to the specifications of the consumer or clearly personalised, as well as in cases where the Services are fully performed before the end of the withdrawal period. This will be the case, in particular, when reserving domain names through IKOULA (in the sense that IKOULA incurs costs with third parties for the reservation of domain names that cannot be reimbursed).

13.2. Termination at the initiative of the Client or IKOULA for contracts concluded for a fixed term with or without tacit renewal

When the contract is concluded with a fixed commitment period, with or without tacit renewal, Ikoula or the Client may terminate the Contract by registered letter with acknowledgement of receipt sent no later than 3 months before the expiry date of the commitment period, the date of dispatch being indicated on the acknowledgement of receipt as evidence. Termination shall take effect at the end of the initial commitment period or the tacitly renewed period of commitment.

13.3. Termination for non-payment by the Client

In the event that the Client does not pay the sums due to Ikoula within the time limits agreed in the Contract, Ikoula may, after formal notice sent by email, not followed by a payment, within 7 calendar days following the said formal notice, declare, by email, the automatic termination of the Contract, without the Client being able to claim any compensation for this fact. This termination is without prejudice to the damages that Ikoula could claim. In such a case, the Client shall be liable for all the sums in respect of the Services up to the end date of the Client's commitment, with all sums due to Ikoula becoming immediately due.

13.4. Insolvency Proceedings

Subject to applicable legislation, Ikoula may terminate the Contract by sending a registered letter with acknowledgement of receipt to the Client and by giving 1 (one) month's notice, if the latter is subject to a suspension of payments.

13.5. Termination for fault

Except as provided above, in the event of a breach by one of the Parties of its obligations under the Contract, the injured Party may terminate the said Contract ipso jure, without any other formality than a registered letter with acknowledgement of receipt, 30 days after receipt of said registered letter which has remained unsuccessful. This termination shall be without prejudice to any damages which the injured party may claim.

In the event of serious misconduct by the Client, in particular in the event of spamming, phishing, hacking and piracy or manifest violation of a criminal rule (child pornographic content, narcotic content, etc.) of any nature whatsoever made on the Services or by using the Services, Ikoula may terminate the Contract without delay without any formality other than an email with immediate effect. This termination is without prejudice to the damages that Ikoula could claim.

13.5. Effects of termination of the Contract for any reason whatsoever if the Client has paid all amounts due

Upon expiry or termination of the Contract:

- Ikoula shall cease to provide the Services;

- all payment obligations of the Client under the Contract, including the monthly Service prices due up to the end of the Term specified on the Quote, shall become immediately due.

13.5.1. Fate of data in the event of expiry of the Contract or termination for any reason whatsoever if the Client has paid all sums due to IKOULA

The Client shall undertake to recover its data no more than 48 hours before the last day of the hosting service. It shall undertake throughout the term of the Contract in its capacity as data producer to regularly back up its data.

In the event of failure to recover the data within the time limit set, Ikoula will delete the Client's data without the Client being able to claim any compensation or any damages as a result. If the Client requests, in writing, an additional grace period in order to recover its data, Ikoula will charge the maintenance of the services at the current rate. The grace period may only be granted by Ikoula provided that the Client has paid all of its invoices.

Furthermore, in the event of termination without delay due to serious misconduct, Ikoula shall return the data upon request, provided that an appointment is made so that the data are returned and provided that the data may be returned, which would not be the case, in particular, in the event that a competent authority prohibits their return or requests their destruction.

At the end of the Contract, for any reason whatsoever, the Client shall be responsible for recovering its data no more than 48 hours before the last day of the hosting service. Ikoula cannot be held liable for the deletion of data in case where the Client fails to recover them and Ikoula shall under no circumstances be obliged to return them.

13.5.2. Fate of Equipment if the Contract expired or was terminated for whatever reason if the Client has paid all amounts due

Within (10) days of the termination of the Contract, Ikoula will assist the Client in recovering its own equipment and the Client shall remove all of its Equipment and any other property installed in the Ikoula Premises and return the Location to Ikoula free of any occupation of equipment, in the condition in which it was prior to the Client's installation of its Equipment.

Failing this, Ikoula may, after receipt by the Client or after first presentation of a formal notice by email which has remained unheeded after 8 days, at its choice and at the Client's expense, have these goods removed and put in storage, return the Equipment to the Client, or dispose of it, without the Client being able to hold Ikoula liable in this respect. In addition, Ikoula reserves a right of retention on the said Equipment until full payment of the services.

In the absence of a reply from the client, IKOULA may resell or destroy the equipment.

13.6. Effects of termination of the Contract for any reason whatsoever if the Client has not paid all sums due

If the Client has not paid all sums due on expiry or termination of the Contract, Ikoula may:

- exercise a right of retention on the Client's data and Equipment, in accordance with these General Conditions, until full payment of the sums due by the Client; or
- at its choice and without the Client being able to request any compensation as a result, proceed with the deletion of the customer's data or the destruction of the equipment, if the latter does not pay all the sums due to IKOULA within 30 days of the expiry / termination of the Contract.

Regardless of the mode of termination of the contract, the provisions which are intended to continue (and in particular intellectual property, liability, applicable law, dispute, confidentiality) shall remain applicable.

ARTICLE 14 - FINANCIAL PROVISIONS

14.1. Tariff Conditions

The Fee is specified on the Quote or on the summary page in case of an order on the Website. All prices are exclusive of tax.

14.2. Invoicing

Regardless of the service and duration subscribed, and unless otherwise provided for in the Special Conditions, the Fee is payable on a fixed date in advance.

Furthermore, the installation costs are due 100% upon acceptance of the Contract.

The Parties agree that IKOULA may send, at its convenience, invoices electronically or by post, with both types of invoice issuance being considered by the Parties as valid.

14.3. Payment Method

The payment method used will by default be SEPA direct debit, credit card (Visa, Mastercard) or wire transfer (all bank charges will be borne by the Client).

Wire transfer payments must be received by Ikoula no later than one week before the end of the current period.

Payments shall be made in EUR only.

All Fees payable under the Contract do not include any applicable taxes, which will be invoiced in addition to and payable by the Client.

14.4. Revision of the prices

In the event that the contractual relationship between Ikoula and the Client extends over a period of more than one year, Ikoula may revise, on the anniversary date of the Contract, the prices charged using the following formula**.**

The price will be revised annually in accordance with the following formula:

$$P1 = P0 \times (S1 / S0)$$

P1: revised price

P0: original contractual price

S0: SYNTEC reference index used on the original contractual date or at the time of the last price revision

S1: last index published on the renewal date

In the event of disappearance of the aforementioned index, the parties agree to replace it by an equivalent index. In the absence of an agreement between the Parties, the first Party to take action shall refer the matter to the Presiding Judge of the Commercial Court of Nanterre in summary proceedings to resolve the disagreement and designate a replacement index.

In the event that IKOULA's suppliers increase energy prices, IKOULA will pass on this increase to the Client. This increase in the energy price will be notified to the Client and will apply to the next billing.

14.5. Revision of the price of licences

In the event that Ikoula provides licences in the Quote or specified on the Website (or in any other clause or appendix to the Contract), the price of such licences may be revised in proportion to the increase made by the publisher.

This increase may take place on 1 January and 1 July each year.

For Microsoft products, the price revision is indexed to the SPLA program rates in force on the price revision date, with these prices being available online on Microsoft's website.

In the event that licences may disappear or be substantially modified, Ikoula will apply the publisher's recommendations.

14.6. Default of payment

The performance of any service is conditional upon the full immediate payment of the price set out in the Quote or on the summary page on the Website (or in any other clause or appendix to the Contract).

Payment terms are specified in the Quote when a Quote exists. Failing this, the invoices are immediately dued.

The service is considered to be "paid" when the actual payment is received by Ikoula.

In the event of late payment, late payment interest equal to the European Central Bank's refinancing rate for its most recent refinancing operation plus 10 percentage points will be applicable to the sums due from the day following the due date of the outstanding amount until its full payment, possibly increased by the costs and charges that Ikoula may have incurred for the purpose of recovering the unpaid amount.

A default or late payment shall be considered insufficient funds, or cancellation of payment by credit card or any other payment method accepted by IKOULA.

The rejection of a direct debit will be invoiced by IKOULA EUR 15 excluding tax.

The non-payment, in whole or in part, by the Client of an invoice shall immediately and automatically result in all invoices issued by Ikoula becoming immediately payable in full.

Any dispute by the Client relating to Ikoula's tariffs and invoices must be formalised by registered letter with reasoned acknowledgement of receipt, received by Ikoula within a maximum period of one year from the date of issue of the invoices in question.

The delay or total or partial failure to pay on the due date of any sum due under the contract shall automatically and without prior formal notice entail:

- the possibility of suspending or terminating in accordance with these General Conditions any Services in progress until full payment of the sums due by the Client,
- the suspension of all Services in progress, regardless of their nature,

The recovery costs and the rejection costs shall be borne by the client with a minimum fixed amount of EUR 40 excluding taxes which the client shall be required to pay.

14.7. Challenge to the amount of an IKOULA invoice by the Client

In the event of a challenge by the Client of the amount invoiced by IKOULA, the Client shall pay all amounts due before any discussion with Ikoula. If the Client's disputes are substantiated and justified, Ikoula shall reimburse the Client for the disputed amounts without delay.

ARTICLE 15 - RIGHT OF RETENTION

Ikoula may exercise a right of retention on the client's data, of any nature whatsoever, as well as on the Client's Equipment until full payment of the sums due.

ARTICLE 16 - INTELLECTUAL PROPERTY

All software, presentations of information, games, names, trade names, texts, comments, images, illustrations, trademarks of products or services, inventions, and in general any creation of any kind accessible through the Ikoula sites, remain the exclusive property of their respective owners, namely Ikoula, program providers, game publishers or any other assignees, it being understood that only their private use by the Client is authorised under the conditions of the licences of the publishers concerned, the said licences being communicated to IKOULA on request.

The creation and transmission of data, information, software and games are carried out under the control and responsibility of the client.

The Client shall remain the owner of all intellectual property rights it holds on the data it installs on the Services.

ARTICLE 17 - CONFIDENTIALITY

The Parties undertake to treat as confidential the information collected during the performance of the Contract and which must be considered confidential either because:

- it is expressly designated as confidential by the Party from which it is obtained,
- it is sensitive in nature, for example, in the case of undisclosed personal, commercial, industrial, technical or strategic data;

Each Party shall treat such confidential information with the same level of precaution and protection that it grants its own confidential information of the same importance. It shall retain, for the duration of the Contract and for a period of five (5) years from its expiry for any reason whatsoever, the said confidential information and not disclose it except to employees or third-party service providers subject to an obligation of confidentiality, which they would need for the purposes of performing their duties at the time of and for the execution of the Contract.

Disclosure by the Parties of confidential information between them under the Contract may under no circumstances be interpreted as conferring on the receiving Party a property or licence right of any form.

ARTICLE 18 - ASSIGNMENT

The Client may not assign its contract to a third party without the written consent of Ikoula. If there is no response within fifteen days of receipt of the written request, Ikoula shall be deemed to have refused the assignment.

Ikoula may at any time transfer, assign or contribute to a third party in any form whatsoever, all or part of its rights or obligations arising from the Contract, after having previously informed the client of this fact, who may not object thereto.

ARTICLE 19 - MISCELLANEOUS

19.1 If one of the provisions of the Contract proves to be null and void, with regard to a rule of law in force or a judicial decision which has become final, it shall be deemed to be non-written, without, however, entailing the invalidity of the Contract or altering the validity of its other provisions.

19.2 The failure, by either Party, to enforce any right or provision in these General Conditions shall not constitute a waiver of such right in the future.

19.3 No Party may make a commitment in the name and on behalf of the other Party. Each Party therefore remains responsible for its acts, allegations, commitments, services, products and personnel. No Party may invoke the provisions of these General Conditions to act towards a third party as a proxy, agent or legal representative of the other Party, or contract it in respect of a third party. These General Conditions are free from any affectio societatis, each of the Parties retaining its full autonomy, responsibilities and its own customers.

19.4 The article headings of these General Conditions are purely indicative and shall not affect the substance or interpretation thereof.

19.5 For the performance of the Contract, the Parties elect domicile respectively at the addresses indicated in the Quote or at the address specified in the customer account on the Website. In the event of a geographical change to the Client Site, the Client shall notify IKOULA in writing without delay.

19.6 Any changes to these General Conditions shall be subject to a written amendment between the Parties. Unless otherwise expressly agreed in writing between the Parties, no change may have a retroactive effect.

19.7. The Client agrees that Ikoula may mention it in marketing documents or on the Ikoula Website. The Client grants Ikoula the right to use the trade names and trademarks it holds solely for marketing purposes.

19.8. <u>Agreement on evidence</u>

19.8.1. General principles

The Parties agree that all data, information, files and any other digital elements exchanged between the Parties shall constitute admissible, valid, enforceable evidence and having the probative force of a private deed.

The Parties undertake not to challenge the admissibility, validity, enforceability or probative force of the aforementioned elements of an electronic nature or format, on the basis of their electronic nature. Unless otherwise proven, these elements shall be valid and enforceable between the Parties in the same manner, under the same conditions and with the same probative value as any document which is drawn up, received or kept in writing.

The provisions of this article are not applicable to notifications by post or registered letter with acknowledgement of receipt provided for in this Contract.

19.8.2. Electronic signature

When the Services subscribed by the Client are not accepted online, IKOULA may propose that the Client sign the contract electronically.

In such case, the parties expressly agree that any document signed electronically:

- Constitutes the original of the said document;

- has the value of a handwritten signature on a paper document within the meaning of European law and regulation pursuant to Article 1367 of the French Civil Code and the eIDAS Regulation(Regulation(EU) No 910/2014).

- May be produced in court, as documentary evidence, in the event of disputes, including in disputes between the Parties.

Consequently, the signatories acknowledge that any document signed electronically constitutes proof of the content of the said document, the identity of the signatory and its consent to the obligations and consequences of facts and law arising from the document signed electronically.

ARTICLE 20 - SOLIDARITY OF THE SIGNATORY / PERSON WHO ACCEPTS THIS CONTRACT WITH THE CLIENT

The signatory of the Contract must have the power to sign and/or accept these General Conditions in order to bind the legal entity that subscribes to the services, in the event that the Client is a legal entity.

In the event that the legal entity disputes being bound by this Contract due to the lack of power to bind it of the person signing this Contract, the person signing this Contract shall be indefinitely jointly and severally liable for all sums due under this Contract.

Ikoula will therefore be entitled to request full payment of the sums due to the signatory of this Contract / to the person who issued a purchase order following the issuance of a Quote / has accepted, online, these general conditions.

ARTICLE 21 - APPLICABLE LAW - JURISDICTION

21.1 The Contract is governed by French law.

21.2 Disputes arising from the validity, interpretation, performance or non-performance, interruption or termination of the Contract shall be referred to the Commercial Court of Paris to which the Parties confer exclusive jurisdiction notwithstanding multiple defendants or third-party claims. This competence is also applicable for summary proceedings.

Executed in 2 copies, on   at

For Ikoula,   For the Client,
Name and position   Name and position