

STANDARD TERMS AND CONDITIONS FOR DISCOVERY CORPORATE S.L.

These Online standard terms and conditions (“STC”) apply to Sharvy Offer(s) provided by MyCarSpot SAS (“the Supplier”) to the Client, following electronic submission (i) of an Order Form made available by MyCarSpot on the Website and/or (ii) for any subsequent Orders, on the Portal. MyCarSpot is a registered trademark. Client subscription to any Offer shall be deemed acceptance of these STC. In any case, payment of the first invoice by the Client is deemed acceptance of the present STC. It is understood that any Services and/or Equipment provided under these STC are intended solely for business use, pursuant to the terms and conditions set forth herein.

The Client represents and warrants that it has the capacity, right, power, and authority to commit on behalf of its company.

Eligibility to the Offer is subject to appropriate Internet subscription to reach the Website or to use the Mobile applications.

These STC including the Order(s) and any applicable Specific Conditions, which by this reference are incorporated are herein after referred to as the “Contract”.

“Administrator” means any natural person or entity, which manage the Client account on behalf of the Client.

“Client” means the legal entity signatory of the Order.

“Client Data” means data and information (including personal data) (i) transferred from Client and User to Supplier and its Partners for the supply of Services; (ii) gathered by Supplier and its Partners, for the supply of Services.

“Client’s credentials” means the Client’s emails and password in relation to any Service which allows access to the Portal.

"Data" means (a) any user information entered into the online platform by the Customer like a company name, an address, a user name, an email address, a registration car plate number; (b) all electronic documents attached thereto regardless of their format; (c) any information regarding the requests or reservations of users to benefit from the online parking optimization service.

“Effective Date” means the date of signature by the party that last signs the Contract.

“Electronic Signature” or “Digital Signature” means, for the purpose of this Contract, an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

“Intellectual Property” means all intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection in the world, including, a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity, copyrights, know-how rights, trade secrets rights, graphics rights, logos rights, patent and trade names and trademarks, as well as software, data base and domain names, whether or not registered or registrable, updates, upgrades, improvements, enhancements, modifications, configurations, extensions, and derivative works of any of the foregoing, notwithstanding any other provision in the Contract and the right to apply for the registration of such rights, and whether existing in Europe or otherwise.

“Offer” means Sharvy Lite and Flex offers proposed by Supplier under this Contract.

“Online Sign up” means the standard subscription process to order Sharvy services.

“Order” means a purchase order submitted by the Client to Supplier using the Order Form or through the Portal, for Services and/or Equipment to be supplied under the terms of the Contract.

“Order Form” means the form sent by the Sales to the Client, or made available by Supplier on its Website, to enable Client to issue Order(s) under the Contract.

“Partner” means a company which (i) provides to Supplier technical solutions that Supplier integrates in the Services; and/or (ii) authorizes Supplier to resell its products and solutions; and/or (iii) provides to Supplier and/or its Clients access to its platform.

“Portal” means the digital portal through which the Administrators control settings and/or order additional Services on behalf of the Client.

“Services” means the services developed by Supplier (hereinafter referred to as “Supplier’s Proprietary

Services”) and the services developed or supplied by Partners (hereinafter referred to as “Supplier’s Non-Proprietary Services”) and any additional service ordered by the Client.

“Services Charges” means (i) all recurring charges including measured and usage-based charges or flat fees and non-recurring charges of the Services which may include Service installation, activation charges, any charges of the equipment provided as part of –or in connection with– the Services and any other charges set forth in the applicable Order (hereinafter referred to as “Client Rate”), and (ii) the standard charges, as the case may be (hereinafter referred to as “Standard Charges”). Standard Charges are available at the following URL: <https://www.mycarspot.io/en/offers>.

“Software” means any software provided or made available by Supplier to the Client as part of the Services. The Software is provided in object code only.

“Supplier” means the company providing Sharvy under this Contract.

“User(s)” refers to (i) the Administrator; and (ii) any person who used the Services.

Website: Supplier website which is accessible at <https://www.sharvy.com> from any Internet access.

The Client acknowledges and agrees that i) Supplier is its sole direct contracting party; and ii) this Contract does not give the Client any direct and automatic claim against Supplier’s Partners.

1. Ordering process

Client may order Services either (i) by electronic submission using the Online Sign up or the Order Form for initial subscription, or, (ii) for additional Services orders, by submission on the Portal. In this latter case, the Client will benefit from Supplier hotline service. Order for Services shall clearly identify the Service(s) requested by the Client together with: (i) the price for each Service; (ii) the Service(s) scheduled starting date; (iii) and any Equipment sold to Client, if any. An Order will become binding once submitted by the Client and accepted by Supplier. Supplier may accept an Order by performing of the requested Services.

2. Charges, Invoicing and Methods of Payment

2.1 Charges. The Client shall pay the Services Charges as set out in any Order or in a superseding quotation

duly accepted by the Client. Additional charges may result if Client activates additional features, exceeds usage thresholds, or purchases additional Services or Equipment. Client shall be also responsible for any taxes and regulatory fees which may apply to the Services or equipment sale (including by not limited to any state and local taxes, other governmental fees or charges imposed by tax and government authority), and customs duties if applicable. If Client claims tax exemption, Client shall provide Supplier with a current, valid exemption certificate from the relevant tax authority.

In the event that (i) any regulatory agency, legislative body or court creates or imposes regulations, laws or other requirements relating to the Services and equipment, (ii) a third party provider (including Partners) changes tariffs, that result in a significant increase in the costs incurred by Supplier in providing the Services, Supplier may increase Client Rate in the same proportion to the increase in Supplier’s costs. Supplier will give the Client at least thirty (30) days’ notice in writing of such increase (except for clause (i) for which Supplier may shorten this notice period to seven (7) days). The Client will however have the right to terminate the part of the Services affected by the increase as of the date of the implementation of the new charges, without any penalty, by giving Supplier a written notice by registered letter within thirty (30) days from the date of receipt of the notice letter from Supplier. The termination will be effective as of the date of new price list implementation.

2.2 Invoicing. Unless otherwise mentioned in the Order, the Client will receive electronic invoices in Euro yearly in advance.

2.3 Methods of payment. Unless otherwise specified in the Order, invoices shall be paid by Client through valid credit card at the time of purchase or via bank transfer within thirty (30) days from the date of the invoice. Early payment shall not give rise to any discounts on the amount invoiced. Any invoice not disputed within thirty (30) days of the date of the invoice, shall be considered to have been accepted by the Client.

The Client shall not be entitled to (i) raise objections to delay the payment of any amount due to Supplier under this Contract; (ii) set off, deduct or otherwise withhold any amount due to Supplier under this Contract.

The Client shall pay any bank transfer fees related to the payment of the Services.

2.4 Any variation on the above invoicing or payment methods requested by the Client may be subject to additional fees which Supplier will inform the Client of in advance.

2.5 Furthermore, overdue balances shall be subject to i) a service charge at the rate set out in the Order, or at the rate set by the European Central Bank (ECB) for main refinancing operations, plus ten (10) points per month, on the amount due on each unpaid invoice and accruing on a daily basis until the payment is made; and ii) a lump sum of €40 as compensation for recovery cost according to pursuant to the article L441-6 of the French commercial code. Supplier is entitled to require the payment for any additional expenses, fees or costs incurred by Supplier in the recovery or collection of any amounts due by the Client under this Contract if these are higher than the lump sum stated in ii).

3. Term

3.1 Unless otherwise stated in the Order, the initial period of the Contract shall commence on the date when the Services are made available to Client for use and shall continue for a period of one (1) year ("Initial Period"). After the Initial Period, the Contract shall automatically renew from year to year ("Renewal Period") unless one party gives written notice of termination by registered letter with return receipt to the other at least one (1) month prior to the end of the Initial or Renewal Period.

3.2 In the event of license subscription by the Client, term and renewal conditions of the licenses shall be specified in the Order. Should the Order contain no specific term or renewal term, the license shall be valid for one (1) year from the Services setting up date ("License Initial Term") and shall be automatically renewed for additional one (1) year periods ("License Renewal Term") unless one party gives written notice by registered letter with return receipt to the other at least one (1) month prior to the end of the License Initial Term or License Renewal Term of its intention to terminate the license.

3.3 If the contract is terminated before the end of period of the Contract, Supplier will refund the Client for the remaining months which have not been commenced minus the one-month notice.

4. Client's Obligations

The Client:

4.1 undertakes to provide Supplier within the agreed deadlines, with all information necessary to supply the Services and to update such information in writing (including without limitation, any change of address). The Client shall be solely responsible for any consequences caused by failure or delay in providing or updating such information.

4.2 shall be responsible for (i) ensuring that its own systems and equipment comply with the technical requirements as notified by Supplier which are necessary to use the Services; (ii) protecting itself from the risk of losing data, files and programs by making regular backups and using antivirus software which is updated regularly; and (iii) implementing a rigorous internal password management policy.

4.3 undertakes to keep all access numbers, passwords and personal identification numbers used in connection with the Services confidential, prevent unauthorized access thereto and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.4 shall be responsible for (i) the use of the Services by the Users; and (ii) the Content and its use by the Users.

The Client is solely liable for any services or software which is not provided by Supplier and/or its representatives and which are integrated to the Services under the Contract. Supplier shall not have responsibility or liability whatsoever arising, in full or in part, from any third-party software or services integration not provided by Supplier under the Contract.

5. Supplier's Obligations/Provision of Services

5.1 Supplier provides the Services and performs its obligations with reasonable care and skill in accordance with the standards which are normally provided by a skilled professional firm which performs similar services to those provided under this Contract.

5.2 The Client recognizes that provision of the Services depends on (i) the reliability, availability and continuity of connections with third parties (such as telecom carriers, public internet, Client's equipment, etc.) and (ii) accuracy and integrity of information communicated by the Client. Supplier cannot be held liable for a Service interruption or delay outside of Supplier's or its Partners' control. Supplier may be required to suspend Services to enable maintenance,

improvement and upgrading operations to be conducted or in case of scheduled maintenance or maintenance in response to emergency.

5.3 Supplier will use its reasonable endeavors to inform the Client of the causes and the estimated duration of the suspension. The Client shall forthwith inform the Users of any suspension of the Services. During the suspension period, the Client and Supplier will use their best endeavors to minimize any inconvenience caused by such suspension of the Services.

5.4 Supplier may provide updates of the Services subject to additional terms and conditions (if applicable) that the Client has agreed.

6. Force Majeure

In case of force majeure event, the affected party shall notify in writing the other party as soon as practicable. Neither party shall be in breach of this Contract, nor liable for any failure or delay in performance of any obligations under this Contract arising from or attributable to force majeure, which shall include, but not be limited to, events that are unpredictable, unforeseeable or irresistible, such as any severe weather, earthquake, fire, epidemic, acts of terrorism, biological warfare, outbreak of military or civil hostilities, explosions, strikes or other labor unrest, sabotage, any law, order or requirement of any governmental agency or authorities or interruption of service due to telecom carriers events.

Only the material or geographical part of the Contract affected by the event of force majeure shall be suspended during such event.

During the suspension period, the parties will use their best efforts to limit the duration and the consequences of such event. If the force majeure lasts for more than thirty (30) days, the parties undertake to negotiate in good faith a contract adjustment. If it becomes impossible to continue the performance of the Contract, each party will be entitled to terminate the Contract by sending a written notice to the other party.

7. Cancellation, Suspension and Termination

7.1 Right to cancel – Consumer Protection (Distance Selling)

If the Client is a professional as defined by article 9 of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011, and article L221-18 of the French Consumer Code (the “Regulation”), then it shall be entitled to a withdrawal right as provided by such regulations.

7.2 Services Suspension

Supplier may suspend Users’ use of any Service if such use is determined by Supplier, in its sole but reasonable discretion, to be (i) in violation of the terms of the Contract (including in case of non-payment on the due date) or the applicable law or any policy provided or made available to Client in writing; (ii) resulting in a degradation of the Service; (iii) otherwise damaging or likely to damage the rights or property of Supplier or its Partners, until such time as such violation, degradation, or damage has been remedied.

Supplier shall provide notice of such violations or defaults prior to exercising its right of suspension except in case of emergency, or such notice is legally prohibited or commercially impracticable.

Furthermore, Supplier reserves the right, in its sole but reasonable discretion, to delete, remove or block access to, all or part of any Content that may violate or infringe the applicable law, the service use policy, or any third-party rights, or otherwise exposes or potentially exposes Supplier to civil or criminal liability. Suspension will not relieve Client of its obligation to pay the Service Charges or other fees or amounts payable under the Contract. In the event that the Services are reconnected, Client may also be required to pay a re-connection fee except in case of suspension due to a force majeure event or maintenance. Supplier shall not be responsible for the damages arising from the Service suspension under this article.

7.3 Termination

7.3.1 Causes of the termination

Without prejudice to any other rights or remedies to which the parties may be entitled pursuant to this Contract or the law, each party, may:

- a) terminate the Contract if the other party commits a material breach of the Contract provided that if the breach is capable of remedy, such other party does not remedy the breach within thirty (30) days after receiving a written notification by the non-breaching party to remedy such breach.
- b) immediately terminate the Contract if (i) a receiver or administrator is appointed over the other party or its assets or if the other party is declared bankrupt, placed under liquidation or is subject of similar proceedings under laws of any jurisdiction or (ii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- c) terminate the Contract for force majeure in accordance with Article 6.

d) terminate immediately the Contract if the Users fail to comply with the obligations mentioned in Article 11.2.

7.3.2 Effect of termination

On termination of the Contract for any reason, the Client shall immediately pay Supplier (i) any fees and charges mentioned in the article 2 and outstanding for the Services provided prior to the effective date of the termination; (ii) for the Services ordered for a subscription period, the remaining balance of all fixed subscription fees until the end of the subscription period specified in the Order unless the Contract is terminated due to a material breach by Supplier or its Partners; (iii) to the extent applicable, the remaining balance of the minimum commitment as mentioned in this Contract that would have become due during the remaining period of the Initial Period or the Renewal Period, and (iv) to the extent applicable, prices for equipment ordered by the Client in accordance with the equipment sale Specific Terms of Use.

Client shall immediately cease using the Services and undertakes to ensure that Users cease use of the Services.

8. Confidentiality and Data Protection

8.1 Confidentiality

8.1.1 During the post contractual and pre-contractual periods and during the performance of the Contract, each party undertakes to keep strictly confidential any information regarding the other party or its suppliers and subcontractors that they may have mutually exchanged, including, but not limited to trade secrets, network and infrastructure information, traffic volume, software plans or any other product or projects in development, services, marketing or business plans, financial information, all documents, access information for the Services and passwords or any other information which may promote the interests of Supplier's competitors, as well as any information which are by nature confidential (hereinafter referred as to the "Confidential Information").

8.1.2 Each party undertakes to hold such Confidential Information of the other party in strict confidence and shall not disclose it during the Contract term and for a period of three (3) years after the end of the Contract, except for any Confidential Information which: (a) was generally available or known to the public; (b) was already in possession of a party prior to disclosure

under the Contract; (c) has been independently developed by such party; or (d) was lawfully disclosed by or to a third party.

8.1.3 In the event that the recipient of the Confidential Information is required to disclose the Confidential Information by any court order or by any governmental authority, the recipient takes the necessary steps to inform, to the extent permitted by law, the disclosing party of such request. The Confidential Information of each party shall be safeguarded by the other party to the same extent that it safeguards its own confidential information relating to its own business.

8.1.4 During the performance of the Services, each party agrees to limit access to such Confidential Information on a "need-to-know" basis only to employees, consultants, authorized subcontractors, agents, Partners or representatives who shall comply with the confidentiality obligations under this Contract and are duly informed of the confidential nature of the Confidential Information.

8.1.5 Neither party shall disclose any information to a third party (except those listed in the paragraph above) without the prior written approval of the other party.

8.1.6 Neither party will disclose the terms of the Contract to any third party without the consent of the other party, except as required by securities or other applicable laws. Notwithstanding the above provisions, each party may disclose the terms of the Contract (i) in confidence, to accountants, auditors, banks, and financing sources and their advisors; (iii) in confidence, in connection with the enforcement of the Contract or rights under the Contract; or (iv) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like. The recipient shall be responsible for the use of the Confidential Information by its agents, employees, consultants, and authorized subcontractors, Partners, authorized agents or representatives who have access to the Confidential Information.

On termination of the Contract, the recipient shall immediately return the Confidential Information upon receipt of written request by the disclosing party or certify that such information has been destroyed pursuant to the disclosing party's request. Nevertheless, each party is entitled to retain a copy of the Confidential Information for use for recordkeeping and compliance purposes.

8.2 Personal Data Protection

Supplier's Data Processing Agreement for Services ("DPA"), describes the parties' respective roles and obligations for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Client provides to Supplier as part of the Services. By signing the Contract, each party undertakes to comply with the terms and condition of the DPA.

9. Reps and warranties

The Client represents and warrants that:

- a) it has the power and authority to enter into and perform its obligations under the Contract.
- b) its use of the Services will not infringe any third party intellectual property or other rights.

10. Liability

10.1 The liability of each party is solely linked to the use applicable to the Service.

10.2 For the sake of clarity, nothing in this Contract excludes or limits the liability of one party for (i) death or serious bodily harm; (ii) "faute lourde" (may be translated by the terms "serious misconduct"); (iii) any other liability which cannot be excluded or limited by mandatory provisions of law; or (iv) "dol" (may be translated by the terms "willful misconduct").

10.3 Each party shall be solely liable for the foreseeable consequences of the direct and certain injuries. Subject to the clauses 8.1 and 8.2, to the fullest extent permitted by law, notwithstanding any provisions to the contrary and whether caused by breach of warranty, breach of contract, or any other legal or equitable cause of action, even if the Client is apprised of the likelihood of such damages occurring, in no event will Supplier and its Partners be liable for (i) indirect damage (ii) loss of profit, revenue, contracts or goodwill; or (iii) loss or corruption of data or information; or (iv) any degradation which occurs in relation to the network or associated software or client's hardware; whether or not that Client was advised in advance of the possibility of such loss or damage.

10.4 Subject to Clauses 10.1, 10.2 and 10.3, Supplier and Supplier Representative's maximum aggregate liability in contract (including warranty claims and service credits), tort (including negligence or breach of statutory duty), misrepresentation, restitution or any other legal theory for damages arising out of or relating to this Contract shall not exceed (i) for the Services

invoiced on a fixed subscription to the equivalent of three (3) times the monthly average of the sums invoiced to the Client by Supplier in respect of the Services that gave rise the damage from the Effective Date of the Contract until the date of the event giving rise to the damage; or (ii) for the Services invoiced per service performance, to the fixed amount, excluding any applicable taxes, governmental fees and VAT, invoiced by Supplier for such Service that gave rise to the damage. This is an overall limit and not a limit per incident.

10.5 Subject to 10.2, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. Intellectual Property

11.1 Background

Client acknowledges and agrees that Supplier and its Partners exclusively owns all Intellectual Property rights, title and interest in and to the Software and documentation for which the end user license terms are specified in the appropriate STU.

Nothing in this Contract or Supplier's performance will constitute or be deemed a transfer of any Intellectual Property rights to the Client and/or Users.

11.2 License

11.2.1 Software license

Subject to, and conditional upon Client's compliance with, the terms of this Contract, Supplier grants to Client and its User(s), a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Contract), non-sublicensable license to use the Software to the extent reasonably required to use the Services as permitted by this Contract, only for the duration that Client is entitled to use the Services and subject to the Client being current on its payment obligations.

Client will not, and will not allow its Users, to:

- sublicense, resell, distribute or assign its right under the license granted under this Contract to any other person or entity;
- modify, adapt or create derivative works of the Software or any associated documentation;
- reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- use the Software for infringement analysis, benchmarking, or for any purpose other than as

necessary to use the Services Client is authorized to use;

- create any competing Software or Services; or
- remove any copyright or other proprietary or confidential notices on any Software or Services.

11.2.2 Client Data

Client warrants it has the right and authority to provide Client Data to Supplier. Client hereby grants to Supplier and its Partners a worldwide, nonexclusive, fully-paid up, royalty-free license to use the Client Data as reasonably necessary to carry out the Services.

Subject to the Client's prior authorization granted in writing, the Client authorizes Supplier to reference the names, trademarks and corporate logos of the Client on marketing literature, website, commercial representations and in any list of Client references.

Feedback. If User provides any feedback to Supplier and its Partners concerning the functionality or performance of the Services (including identifying potential errors and improvements), User hereby assigns to Supplier all right, title, and interest in and to the feedback, and Supplier and its Partners are free to use the feedback without payment or restriction.

12. Indemnification

12.1 Scope of indemnification

The Client shall indemnify, defend and hold Supplier, Supplier's officers, directors, employees, contractors and other agents ("Supplier's Representatives"), harmless from and against any and all (a) claims, damages, liabilities and expenses (including reasonable legal fees, costs and expenses) suffered or incurred by Supplier and Supplier's Representatives and all (b) claims, damages, liabilities, amounts and expenses which Supplier has indemnified the Partners against; arising out of or related to: (i) the misuse of the Services by the Users including use which is illegal, immoral, fraudulent or beyond the scope of the Contract; (ii) the Content and its use by the Users; (iii) Client Data; and (iv) Users' infringement of any Intellectual Property Rights of Supplier or of any other third parties caused by the use of the Services by any Users (the "Infringement Claim Liability").

12.2 Indemnification procedure

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the third-party claim, (b) sole control over the defense and settlement of the third-party claim, and (c) reasonable information, cooperation,

and assistance in connection with the defense and settlement of the third-party claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such third-party claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such third-party claim.

13. Assignment and Sub-contracting

Each party may assign or transfer any of its rights or obligations under the Contract, in whole or in part, with the written consent of the other party. Notwithstanding the foregoing, each party may assign this Contract to an entity in which the assigning party maybe merged or consolidated, or which purchases all or substantially all assets or equity interest of the assigning party.

The assignee or transferee will assume all of the rights and obligations of the assignor or transferor under the Contract and will be deemed the signatory of the Contract without any further Contract changes or amendment.

This clause shall not be construed as limiting Supplier's right to use subcontractors provided that Supplier shall obtain the Client's prior consent for such subcontracting and remain liable for any such Services provided by a subcontractor.

14. General

14.1 Failure by a party to enforce any clause of the Contract, whether temporarily or permanently, shall under no circumstance be construed as a waiver of the rights of such party under the clause.

14.2 Each party warrants that it has the necessary rights, licenses and permissions to enter into the Contract and perform its obligations provided for therein.

14.3 If any provision of the Contract for any reason is found to be invalid, such invalidity shall not affect any other provisions of the Contract. The parties will replace any unenforceable provision with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

14.4 It is understood and agreed that each party is an independent contractor and that neither party shall be considered to be an employee, agent, distributor or representative of the other party.

14.5 In connection with any actions or activities associated with the Contract or in connection with the relationship between the parties, neither party shall engage in any unlawful trade practices or any other practices that are in violation of the European act and regulatory, or any other applicable law that prohibits bribery or similar activity.

Each party shall ensure that it as well as its sub-contractors (i) will not either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, financial benefits, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or (ii) will establish appropriate safeguards to protect itself from such prohibited actions.

Each party shall, upon request from the other party, provide evidence of the steps being taken to avoid prohibited actions (such as, in particular, the establishment of internal policies, practices, and controls with respect to such laws).

To the extent permitted by the relevant authority, each party shall promptly inform the other party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Contract.

14.6 The parties shall do their utmost to meet the objectives that they proposed to achieve in the Contract. In particular, the party that suffers from the non-fulfilment of an obligation must take all reasonable measures in order to reduce to a minimum the damage likely to result therefrom. If it fails to do so, it can obtain from the other party only compensation for the damage that it could not avoid.

14.7 Notices. Unless otherwise stated in the Contract, any notice or other communication provided under the Contract will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the national postal system (certified mail, return receipt requested if applicable), or upon delivery by express or other equivalent delivery service (with confirmation of delivery), addressed to such party.

14.8 Evaluation

14.8.1 Beta: Supplier may invite the Client to try beta versions of the Services. The Client may need to agree to additional terms for beta services. Beta services is provided for evaluation and feedback purposes and may not be used in a production environment. The Client understands that beta Services are not generally released and, therefore, are unsupported and may contain bugs or errors. The Clients accept the beta Services "AS-IS," without warranty of any kind, and Supplier and its Partners shall not be deemed responsible for any problems or consequences related to the Client's use of the beta Services. The beta Services may never be generally available, and Supplier may discontinue beta Services in its sole discretion at any time and delete any Content or data on the beta Services without liability the Client.

14.8.2 Free trial: Client is being granted a one month free trial to access to the Services. Upon expiry of this free trial period, and unless termination of the Services by the Client, the Contract shall survive according to the present terms and conditions.

14.9 This Contract may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Contract and to have the same force and effect as manual signatures.

14.10 The Contract shall not be modified or amended except in writing signed by the duly authorized representatives of both parties. Any additional User account creation or any additional licenses order (on the same pricing conditions), subscribed by Client after the Effective Date shall be subject to the same terms and conditions set forth in the Contract unless otherwise agreed by the parties.

14.11 Export Control

Any Services, Software, and technical information provided pursuant to the Contract may be subject to U.S. or E.U export Laws and regulations. Client will not use distribute, transfer, or transmit the Services, Software, or technical information (even if incorporated into other products) except in compliance with U.S., E.U. and other applicable export regulations.

15. Dispute Resolution

Any dispute arising out of or in connection with the Contract which cannot be resolved by the parties' respective contract managers within seven (7) business days, shall be referred to the parties' respective global account managers, who shall attempt to resolve the matter within fourteen (14) business days of its referral. Except to protect the parties' right to action or to prevent imminent damages, neither party shall bring proceedings in respect of any dispute arising out of the Contract in any court of law until the aforementioned process has been completed.

16. Applicable Law and Jurisdiction

This Contract shall be interpreted and governed by the laws of France without regard to its conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the courts located in or with responsibility for Montpellier, France to resolve any disputes arising hereunder.

STC Sharvy – August 2021