

## GENERAL TERMS OF SERVICE

### 1. PURPOSE

The company **QUANTA IO**, registered in the Paris Trade and Companies Register under no. 789 463 643 (hereinafter "the **Publisher**"), has developed a software solution, named "QUANTA", accessible remotely via the Internet network in SaaS mode (*Software as a Service*), and intended for the collection, correlation and analysis of technical and business data (hereinafter the "**Solution**"). The Solution enables the Customer to exploit the results of these analyses in the form of graphs for the purpose of optimizing the performance of its website.

The purpose of these general terms and conditions (hereinafter the "**General Terms and Conditions**") is to define the terms and conditions of use of the Solution and associated services (hereinafter together the "**Services**").

They apply to any order form issued relating to the use of the Solution and signed between these parties ("**Order Form(s)**"). They may be supplemented, where applicable, by specific terms of use for certain Services, which supplement these General Terms and Conditions and, in the event of contradiction, prevail over them (hereinafter collectively referred to as the "**Contract**").

In the absence of signature of these General Terms and Conditions by each of the parties acceptance of the General Terms and Conditions is evidenced by a box to be ticked in the registration form accessible on the site by the Customer and/or any third parties chosen by the Customer under the conditions set out in article 3 below. The Publisher reserves the right to modify the General Terms and Conditions at any time. They are accessible and printable via a link in the footer of the site.

The Customer acknowledges having received from the Publisher all the information necessary to enable him to assess the suitability of the Services for his needs and to take any useful precautions for its use. The Customer declares that it has the technical knowledge and skills required to use the Solution.

The Contract expresses all the rights and obligations of the parties. It cancels and replaces any document previously exchanged between the parties relating to the same subject matter. The Contract does not include any Services other than those specifically identified in the Order Form(s).

### 2. SCOPE OF SERVICES

2.1 The Publisher provides the Customer with the Solution accessible on its platform via the Internet network and grants the Customer the non-exclusive right to use the Solution under the conditions set forth herein.

2.2 The Services provided by the Publisher to the Customer allow its employees or any third parties authorized by the Customer, (hereinafter the "**Users**"), to use and access the data collected and processed by the Solution (hereinafter the "**Data**") in the form of a graphical summary generated by the Solution (hereinafter the "**Results**") in order to improve the performance of its site.

2.3 The Publisher hosts the Data and maintains the Solution in operational conditions. As of the date of acceptance of this Agreement, the Customer is hereby informed that the hosting service for the Solution will be provided by Amazon Web Services, Inc, 410 Terry Ave North, Seattle, WA 98109-5210, United States, with ISO 27001, 27017 and 27018 certification levels, which it expressly acknowledges and accepts. Any change in the hosting provider will be notified to the Customer, by any means deemed useful by the Publisher, and in particular by a general informative message on the home page of the Solution or an update of the present. Your data will not be transferred outside the European Union in connection with the use of the services we offer you.

2.4 The Publisher reserves the right to modify the Services, and in particular to develop new functionalities, to make improvements or to modify or delete existing functionalities of the Solution. In the event that the deletion or substantial modification of a feature of the Solution hinders, in the Customer's opinion, the full enjoyment by the Customer of the benefits and effects initially expected from the Solution, the Customer shall notify the Publisher by registered letter with acknowledgement of receipt. The Publisher will endeavor, at its discretion, to propose an alternative solution to the Customer. If no mutually agreed alternative solution is found within thirty (30) days, the Customer may terminate the Contract immediately and by operation of law, without compensation.

### 3. CONNECTION TO THE SOLUTION

3.1 Access to the Solution is carried out, for each User, using connection identifiers from any of the Customer's fixed or nomadic computers (hereinafter "**the Customer Identifier**"). Customer Identifiers are personal and confidential to each User nominatively designated and authorized by the Customer.

Consequently, the Customer is solely responsible for their safekeeping, communication to his employees and to third parties, and their use. Any access to the Services via the Customer's account and User IDs is the sole responsibility of the Customer.

The Customer undertakes to inform the Publisher without delay of any loss, theft or unauthorized use of the Customer's account and User IDs, so that the Publisher can take appropriate action as soon as possible to remedy the situation. In the event of loss, theft or unauthorized use of User IDs, a procedure for assigning new User IDs will be implemented.

3.2 Customer use of the Solution is not limited to connection time. However, the Customer's use of the Solution is limited to the functionalities subscribed to and the Data retention period, as indicated in the subscription formula chosen by the Customer.

3.3 The Publisher undertakes to use its best efforts to implement effective controls so that the Customer can access and use the Solution under the conditions set out in this article, excluding maintenance periods and interruptions due to force majeure as defined in article 10.

The Customer acknowledges and accepts that the Solution and/or the Services may occasionally be suspended due to maintenance operations necessary for the proper functioning of the platform, and/or necessary for the correction of anomalies, modifications, updates and functional evolutions of the Solution.

In such cases, the Publisher undertakes to use its best efforts to ensure that the duration of each interruption does not exceed four (4) hours.

### 4. LICENSE OF USE

4.1 The Publisher grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Solution in accordance with its intended purpose, for the entire duration of the Agreement from the first dispatch of the identifiers enabling access to the Solution ("**Effective Date of License**"), for the Customer's own needs and in accordance with the stipulations of these General Terms and Conditions. In particular, the license relating to the Solution is granted for the sole purpose of enabling the Customer to use the Services, to the exclusion of any other purpose. Unless otherwise stipulated in the Purchase Order, the rights granted are exclusively for the Customer's use and do not include, under any circumstances, use by its subsidiaries, parent company or by any third party. Where applicable, the Customer remains responsible for compliance with the terms and conditions hereof by its subsidiaries, parent company and/or any third party acting on its behalf.

4.2 The Customer agrees not to:

- Use the Solution to provide competing services, whether free of charge or against payment, to third parties;

- circumvent the technical information or protection measures of the Solution.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Publisher and its licensors retain all intellectual property rights relating to any element of the Solution and any modification that may be made thereto, as well as more generally to the IT infrastructure (software and hardware) implemented or developed under the Contract. All rights not expressly granted herein are reserved by the Publisher.

The Agreement does not grant the Customer any ownership rights in the Solution.

5.2 The Results generated by the Solution as part of the performance of the Services, are and remain the property of the Publisher.

5.3 The trade name, logos, symbols, trademarks or any other intellectual property rights held respectively by the Customer and the Publisher and/or their affiliates are the exclusive property of each of them who have no rights whatsoever in the intellectual property of the other Party and/or its affiliates. Any use by the Customer and the Publisher and/or their employees and/or their subcontractors, other than that defined by the Contract, is strictly prohibited without the prior and express written consent of the Party concerned.

## 6. PROCESSING AND STORAGE OF DATA PROCESSED BY THE SOLUTION

### 6.1 PERSONAL DATA

6.1.1 The Publisher collects and processes the personal data of the Customer and its Users for the sole purpose of performing the Contract and accessing and using the Solution. The Publisher practices a personal data protection policy, the characteristics of which are explained in the document entitled "**Charte relative à la protection des données à caractère personnel**", accessible at the following address: <https://www.quanta.io/fr/privacy> and of which the Customer and its Users are expressly invited to take cognizance.

In particular, the Publisher declares that it complies with all legal and regulatory obligations incumbent upon it with regard to the protection of personal data aimed at guaranteeing, in particular, the security and confidentiality of data collected and processed.

6.1.2 The Publisher has no access to, and does not store, any personal data collected by the Customer (in particular from its own customers and/or end-users). The Customer alone is responsible for the processing of personal data that it carries out, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and to which the Publisher is totally unrelated. It is therefore the Customer's responsibility, where applicable, to comply with all regulatory obligations incumbent on it in this respect.

6.1.3 Subject to having subscribed to the "Real-User Monitoring" functionality, the Customer will have access to certain data generated by the Solution, in anonymized and aggregated forms, which he expressly acknowledges and accepts.

### 6.2 USE OF DATA

6.2.1 The Customer is solely responsible for the quality, lawfulness and relevance of the data and any content it transmits, displays and makes available when using the Solution. Consequently, the Publisher disclaims all liability in the event of non-compliance of such data and content with laws and regulations, public policy or the Customer's needs.

6.2.2 The Customer may freely use the Results generated by the Solution for its own purposes. The Customer is also authorized to make them available to any third party performing services on its behalf, it being specified that such use must be limited to the Customer's needs.

6.2.3 The Publisher may use, in whole or in part, the anonymized Results and Data for purposes other than those set out in these General Terms and Conditions, it being understood that the Publisher shall not allow the Customer or Users to be identified by third parties on the basis of the Results or Data.

### 6.3 DATA STORAGE

6.3.1 The Results are accessible by the Customer for a period and according to terms and conditions that vary according to the subscription formula chosen and/or specified in the Order Form.

6.3.2 The Publisher has set up a procedure for backing up the Results at the rate of one backup every day. Backups may be restored within a maximum of four (4) working days.

### 6.4 DATA SECURITY

6.4.1 Each party undertakes to put in place the appropriate technical and organizational means to ensure the security and confidentiality of the Data and Results.

6.4.2 Subject to Article 10 ("Liability"), the Publisher undertakes, by reasonable means, to preserve the integrity and confidentiality of the Data contained in the Solution so as to prevent any unauthorized access or fraudulent use of the Data and to prevent any loss, alteration or destruction of the Data.

## 7. GUARANTEES

7.1 The Customer undertakes to use the Solution in accordance with the laws and regulations in force and with the stipulations herein.

7.2 The Publisher has no control over data transmitted over the Internet in connection with the performance of the Services. Consequently, the Publisher cannot be held liable for any lack of reliability or authenticity of the Data. The Publisher makes no warranty as to the Results or decisions made by the Customer as a result of using the Services.

7.3 The Publisher does not warrant that the use of the Solution :

- (i) will meet all the Customer's requirements or expectations ;
- (ii) will be fit for a particular purpose;
- (iii) uninterrupted or free from bugs, errors or defects;
- (iv) will not be the subject of any claim or demand (except as provided in section 7.4 below).

7.4 If an action is brought by a third party against the Customer on the grounds that the Solution as made available by the Publisher and used by the Customer infringes the intellectual property rights of a third party, the Publisher will defend the Customer at its sole expense and will indemnify the Customer, subject to the maximum liability stipulated in article 10 hereof, for all damages, losses, costs and expenses of any kind awarded to the third party by an enforceable court decision or amicably negotiated by the Publisher as part of a settlement, provided however that:

- (i) the Publisher is informed by the Customer promptly and in writing of any such action;
- (ii) the Publisher has the right to control and direct the defense in any such action;
- (iii) the Customer provides the Publisher with the information, powers and assistance necessary, at the Publisher's expense, for its defense.

The Customer may join the Publisher in its defense with counsel of its choice and at its own expense provided, however, that it does not interfere with the Publisher's proceedings. The Publisher will not reimburse any expenses incurred by the Customer without the Customer's prior written consent.

The Publisher shall not be liable for any claim or action based on the infringement of an intellectual property right resulting from: (i) the modification of the Solution or Services by anyone other than the Publisher; (ii) the use of the Solution or Services by the Customer in a manner contrary to the Publisher's instructions or not in compliance with these Terms and

Conditions; (iii) the combination or use of the Solution with other technologies, products or services not provided by the Publisher under the Agreement.

If it is established or if the Publisher considers that the Solution may have infringed the intellectual property rights of a third party, the Publisher may, at its sole discretion and at its own expense:

(i) modify or replace the Solution or Services to cease the infringement, while retaining the essential functionality thereof; (ii) obtain a license for the Customer to continue to use the Solution; or (iii) if either of these actions is not economically acceptable, terminate the Agreement ipso jure and refund to the Customer the sums paid in advance for the Services concerned which have not been performed up to the effective date of termination.

The provisions of the present article constitute the Customer's exclusive remedy in the event of infringement of third-party intellectual property rights.

## 8. CONFIDENTIALITY

8.1 Each party (the "Receiving Party") undertakes, during the term of the Contract and for a period of two (2) years from the term or expiry for any reason whatsoever, to keep confidential information of any kind (in particular information relating to commercial and financial policy, strategy, know-how, tools, methodologies and/or infrastructure) concerning the other party (the "Disclosing Party") and its services or products communicated within the framework of the present Contract, whatever the medium, method of communication and/or nature (the "Confidential Information"). Such Confidential Information may not be disclosed to third parties and may only be used in the performance of this Agreement.

8.2 Consequently, the Receiving Party undertakes to preserve the confidential nature of the Disclosing Party's Confidential Information, not to disclose it to third parties and to take the same precautions as it normally observes for its own confidential information, observing however at least a reasonable degree of diligence.

8.3 Neither Party shall have any obligation whatsoever with respect to information which (i) is already publicly available through no fault of the receiving Party, (ii) is independently developed by the receiving Party, (iii) is known to the receiving Party prior to disclosure by the other Party, (iv) is legitimately received from a third party not subject to an obligation of confidentiality, or (v) is required to be disclosed by law or court order, (in which case it shall not be disclosed), (iv) legitimately received from a third party not subject to an obligation of confidentiality, or (v) required to be disclosed by law or court order (in which case it shall only be disclosed to the extent required and after written notice to the Party providing it).

The Customer undertakes to ensure that its Users comply with these obligations.

8.4 Upon expiry or termination of the Agreement for any reason whatsoever, each Party undertakes to destroy all Confidential Information, including personal data.

8.5 The Confidential Information may be communicated by the Parties, subject to an obligation of confidentiality, to their subsidiaries, their parent companies and their legal advisors within the framework of their legal and regulatory obligations.

8.6 The Publisher shall be authorized by the Customer to publicly communicate the signing of this Agreement and the Services provided to the Customer in any press releases, advertising materials, including the Publisher's websites, mailings and marketing materials, and to use the Customer's logo and/or trademarks. Any other communication shall be subject to the Customer's written consent.

## 9. FINANCIAL TERMS AND CONDITIONS

9.1 Access to and use of the Solution are granted by the Publisher to the Customer in return for payment of a subscription fee, the amount of which

varies according to the offer chosen by the Customer and specified in the Order Form.

9.2 These amounts are exclusive of tax and are non-refundable. Unless otherwise stipulated in the Purchase Order, the Publisher will invoice annually from the date of signature of the Purchase Order and for the duration stipulated in the Purchase Order, for use of the Services taking into account the Effective Date of the License. Invoices are payable on receipt of

the invoice, net and without discount, term in arrears. Payments are made by bank transfer, direct debit or cheque in Euros.

9.3 Any invoice paid after the expiry of the payment deadline may give rise to the payment of a fixed indemnity of €40.

9.4 Subject to specific stipulations in the Purchase Order, failure by the Customer to pay an invoice by the due date shall automatically give rise to the application of late payment interest based on the rate applied by the European Central Bank to its last refinancing operation + ten (10) points, without prior formal notice and as from the first day of delay or at the maximum rate authorized by current French regulations, and this without any prior formality and without prejudice to damages which the Publisher reserves the right to seek judicially.

9.5 In the event of partial or total non-payment of an invoice by the payment deadline, and after written notification by the Customer (including by e-mail) followed by a formal notice that has remained without effect for 7 days, the Publisher may suspend the provision of Services by operation of law, without prejudice to any damages or indemnities that may be due to it.

## 10. LIABILITY AND FORCE MAJEURE

10.1 The obligations of the Publisher in respect of the performance of the Services are obligations of means. The Publisher undertakes to use all necessary skill and care in the provision of the Services under the Contract.

10.2 The Customer is solely responsible for the choice of the Solution, for the use made of it and for the use made of the Results. He is informed of the predictive and statistical nature of the Services and of the inherent risk of error in connection with these Services. The Customer is solely responsible for the compliance of its operations with applicable laws and regulations. In addition, the quality of the Services provided by the Publisher and the performance gains actually achieved by the Customer depend on numerous parameters beyond the Publisher's control (in particular, the quality and variability of the Customer's data, the Customer's operating strategy, its technical and competitive environment), which may change over time. The Publisher is not bound by any performance targets.

10.3 The Publisher shall only be liable to the Customer for compensation for the pecuniary consequences of direct and foreseeable damage resulting from a fault exclusively attributable to the Publisher in the performance of the Services, to the exclusion of indirect damage suffered by the Customer, even if the Publisher has been advised of the occurrence of such damage. The Customer and the Publisher expressly agree that the Publisher shall not be liable for loss of profits, loss of goodwill, business interruption, damage to the Customer's image, loss, inaccuracy or corruption of files or Data, the cost of obtaining substitute products, services or technology, or the use of other third party technologies, products or services in conjunction with the Services, regardless of the cause of action, and in no event shall such damages entitle the Customer to compensation. Furthermore, the Publisher shall not be held liable for the accidental destruction of Data by the Customer or a third party having accessed the Services by means of the Customer Identifiers provided to the Customer. Furthermore, the Publisher shall not be liable for any damage caused by errors or omissions in the information, instructions or data provided by the Customer to the Publisher, or for any action taken by the Publisher in accordance with the Customer's instructions in connection with the performance of the Services.

10.4 Under no circumstances shall the parties be held liable for any damages in the event of injury caused by a failure of the energy supplier resulting in a stoppage of energy supply, a failure of the communication networks on which

the parties and/or the Solution host depend and/or any networks that may replace them, or in the event of force majeure.

10.5 In the event that the Publisher's liability is recognized by a final and binding court decision or under the terms of an enforceable settlement agreement, the total amount of compensation owed by the Publisher to the Customer shall be limited, whatever the nature and legal basis invoked against the Publisher, to the sums actually paid by the Customer in execution of the Contract at the date of the event giving rise to liability, without however this total amount exceeding the sums actually paid or due by the Customer for the Services under this Contract during the twelve (12) months preceding the event giving rise to the Publisher's liability.

THIS ARTICLE 10 IS AN ESSENTIAL CLAUSE OF THE PRESENT CONTRACT, WHICH IN THE OPINION OF THE PARTIES REASONABLY ALLOCATES THE RISKS; IN THE ABSENCE OF THIS CLAUSE, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

## 11. CONTRACT DURATION, RENEWAL AND EARLY TERMINATION

11.1 The Contract is entered into from the date of signature of the Order Form for a fixed term of twelve (12) months consecutive to the Effective Date of the License, unless expressly stipulated otherwise in the Order Form (hereinafter "Initial Term"). The Contract will be renewed tacitly for a term identical to the Initial Term, at the then-current rate, unless terminated by registered letter with acknowledgement of receipt under thirty (30) days' notice prior to the end of the Initial Term and the expiry of the anniversary date of the Effective Date of the License. Any suspension of access to the Solution shall not extend the term of the Contract.

11.2 In the case referred to in article 2.4, the Contract will automatically terminate thirty (30) days following receipt by the Publisher of the Customer's notice of termination by registered letter with acknowledgement of receipt. The Customer may then request pro rata reimbursement for the service not performed from the date of termination of the Contract.

11.3 In the event of a serious breach by either party of its obligations not remedied within fifteen (15) days of receipt of the registered letter with acknowledgement of receipt notifying the breach, the other party may terminate the Contract immediately and by operation of law, without judicial formality and without prejudice to any damages to which it may be entitled, subject to the applicable limitations of liability.

11.4 In the event of termination of the Contract, unless the Contract is terminated by the Customer for a serious breach by the Publisher of one of its obligations, the Customer remains liable for payment of all Services provided by the Publisher up to the effective date of termination, and more generally for payment of all invoices due to the Publisher and remaining unpaid, notwithstanding the effective date of termination. In the event of termination of the Contract by the Customer due to a serious breach by the Publisher of one of its obligations, the Customer may request reimbursement of invoices paid but never executed. The Customer will nevertheless be obliged to pay for Services provided by the Publisher which have not been affected by the serious breach invoked.

## 12. TERMINATION OF THE CONTRACT

When the Contract expires or is terminated for any reason whatsoever, the Customer's access to the Solution is suspended.

As a consequence, the Customer will no longer have access to the Results, including for the period prior to the termination of the Contract, as no restitution service is provided by the Publisher.

## 13. MISCELLANEOUS PROVISIONS

13.1 Access to and use of the Solution requires suitable computer equipment and Internet access, it being specified that any costs incurred for installation and operation are independent of the Services offered by the Publisher and are the sole responsibility of the Customer. The Customer is solely responsible for Internet access. It is the customer's responsibility to take all

necessary steps to maintain this access. The Customer is aware of the technical hazards that may affect this network and lead to slowdowns or unavailability, making connection impossible. The Publisher cannot be held responsible for difficulties in accessing the Solution or slowdowns in the Services due to disruptions in the Internet network or attributable in whole or in part to events beyond its control.

13.2 Subject to the provisions of article 6.1.3, the Publisher may subcontract part of the Services to third parties. The use of subcontractors shall in no way limit the Publisher's liability to the Customer under the Contract, and the Publisher shall be responsible for ensuring that its subcontractors comply with their obligations.

13.3 The Contract constitutes the entire agreement between the parties relating to the same subject matter. It supersedes any prior oral or written provision relating to the same subject matter, as of the date of signature hereof, or in the absence of signature, as of acceptance thereof.

13.4 The parties expressly agree that written communications between them in execution of the Contract may be made by e-mail, with the exception of communications expressly requiring the issuance of an acknowledgement of receipt.

13.5 If any provision of the Agreement is declared illegal, invalid, unenforceable or unenforceable in whole or in part, the provision in question shall be amended to make it legal, valid and enforceable, having regard to the original scheme of the Agreement. All other provisions of the Contract shall remain unaffected.

13.6 The waiver of any breach of any provision of the Contract shall not constitute a waiver of any other identical or different breach.

13.7 The Contract is subject to French law, excluding its conflict of law rules.

13.8 In the event of any dispute arising out of or in connection with this Agreement, the parties undertake to seek an amicable solution. If no amicable agreement is reached within thirty (30) days of the dispute arising, the dispute shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce in Paris by an arbitrator appointed in accordance with said Rules. The arbitration will take place at the ICC in Paris, in French. Notwithstanding the foregoing, this article shall not have the effect of preventing either party from applying to the competent court for provisional and/or conservatory measures in accordance with the provisions of this article.