

TERMS OF USE OF SHIPPEO'S SERVICES AND PLATFORM

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1. PREAMBLE

SHIPPEO has developed a digital platform for road freight transportation management services. This collaborative approach creates a direct link between principals (“**Principals**”) and their carriers (“**Carriers**”) to provide real-time visibility into the performance of the transportation. Through this platform, SHIPPEO provides Carriers and Principals with features enabling the sharing of the information necessary to monitor the performance of a given transportation order and real-time management of the movement of charters.

2. DEFINITIONS

- **Administrator:** A person designated by a Licensee and acting under the Licensee’s responsibility in respect of SHIPPEO in order to define and administer the rights of Users and the creation of their Accounts through an Administrator Account on the Platform.
- **Applicable Regulations on Personal Data Protection:** the applicable French and European regulations on personal data processing (in particular, French Law no. 78-17 of 6 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).
- **Application:** A mobile application edited and made available by SHIPPEO allowing Licensee’s Authorized Users to connect to the Platform and transmit Data.
- **Database:** A structured and organized set of Data collected by SHIPPEO via the Platform from SHIPPEO Licensees and data generated, calculated and integrated by SHIPPEO and to which the Tools and the Platform are linked. The Database is financed, constituted, structured and operated by SHIPPEO, which is its owner, independently of the Data contained therein, in its capacity as “Producer” within the meaning of Article L. 341-1 of the French Intellectual Property Code and Article 7.1 of European Directive 96/9/EC.
- **Terms of Use:** These Terms of Use of the Platform, the Tools and the Services.
- **Content(s):** Any content, including transportation orders and comments, posted online or exchanged on the Platform by the Licensee and hosted by SHIPPEO as part of the Services.
- **Account:** An Administrator or User Account created by SHIPPEO allowing a User to access the Platform and the Tools and to benefit from the Services.
- **Data:** All data processed by SHIPPEO and/or exchanged with the Licensee regarding the performance of the Services, including, in particular, vehicles identification data, GPS positions and data on the drivers and Authorized Users of a Carrier.
- **Principal(s):** Licensee(s) carrying out the activity of shipper, transportation organizer(s), principal(s) and SHIPPEO client(s) on behalf of whom one or more Carriers performs a transportation order, which is monitored via the Platform, the Tools and the Services.
- **Term:** The duration of the Terms of Use and the License as defined in Article 3 below.
- **Interface:** A computer interface between the Platform and the Licensee’s information systems enabling the exchange of Contents and/or GPS positions.
- **Tools:** The Application and Interface made available to the Licensee by SHIPPEO in connection with the provision of the Services.



- **Infrastructure:** The computer and/or telecommunications equipment, including the Servers SHIPPEO uses for the provision of the Services.
- **License:** The right to use the Platform and the Tools, granted by SHIPPEO to the Licensee under the conditions of these Terms of Use.
- **Licensee(s):** The Principal or the Carrier, indifferently or collectively, as well as all their respective Authorized Users.
- **Party(Parties):** The Licensee and/or SHIPPEO, separately or together.
- **Connection Points:** The Infrastructure's terminals connected to electronic communications networks, intended to receive the requests of Users and to deliver the Services.
- **Servers:** The computer equipments connected to the Internet to host the Platform, the Tools and the Contents.
- **Services:** All of the services produced and provided by SHIPPEO through the Platform and the Tools enabling Licensees to open an Account, to consult their transportation orders, to post Contents for processing purposes and the handling of such transportation orders and accessing alerts, indicators and analyses of these orders prepared by SHIPPEO.
- **SHIPPEO:** SHIPPEO, a French *société par actions simplifiée* with share capital of € 248 539,60 , with its registered office located at 60-62 rue d'Hauteville, 75010 Paris, registered with the Paris Trade and Companies Register under number No. B 801 689 415, represented by its Chairman.
- **Carrier(s):** A Licensee performing transportation orders on behalf of one or more Principal(s) and wishing to benefit from the Services, the Platform and the Tools.
- **Platform:** A web portal designed by SHIPPEO accessible via an Account at www.shippeo.com allowing a licensee such as the Licensee to access the Services through a valid Account.
- **User:** Any natural person authorized by the Licensee to use the Services, the Platform and the Tools and acting under the responsibility and on behalf of the Licensee.
- **Authorized User(s):** Both the User(s) and Administrator(s) of the Licensee.

3. PURPOSE AND TERM

The purpose of the Terms of Use is to define the conditions under which SHIPPEO provides the Services to the Licensee and grants it a License to use the Platform and the Tools. By requesting the creation of an Account and accessing the Services by any means whatsoever, the Licensee declares to acknowledge and unreservedly agree to the applicable Terms of Use.

The Terms of Use shall apply for an indefinite period to the Licensee from the date of the creation by SHIPPEO of a Account of the Licensee, unless terminated by SHIPPEO or the Licensee, for any valid reason, having been notified in writing and after a period of fifteen (15) business days, resulting in the automatic and immediate closing of all the Licensee's Accounts.

The foregoing provisions relating to the term and the termination of the Licensee's Accounts may be derogated from under specific conditions that may be agreed upon between the Licensee and SHIPPEO.

4. FINANCIAL CONDITIONS

The Services are provided and the License is granted by SHIPPEO to the Licensee free of charge, unless otherwise specified in any Specific Conditions that may be agreed upon between SHIPPEO and the Licensee.

5. TERMS OF ACCESS TO THE SERVICES AND USE OF THE PLATFORM AND THE TOOLS

5.1 How to Create an Account



The Services, the Platform and the Tools are reserved exclusively to Authorized Users having been authorized by the Licensee through SHIPPEO. To this effect, the Licensee must request to SHIPPEO the creation of an Administrator Account. Authorized Users' access to the Platform, the Tools and the Services is then carried out remotely via the Application or the Interface and via the Internet and requires the use of identifiers and passwords or any other authentication tool provided by SHIPPEO (hereinafter the "Access Codes"), which are communicated by SHIPPEO to the Licensee.

Once an Account is activated, any Administrator authorized by the Licensee may create and administer User Accounts, unless the Licensee delegates these tasks to SHIPPEO. An Administrator may modify User identifiers or passwords directly using the Platform or by requesting assistance from SHIPPEO.

It is strictly forbidden for one User to have several Accounts or to use the Services from an Account opened by another User by fraudulently using the identifiers of such User. Each User is solely responsible for maintaining the confidentiality of his/her identifiers. Each User undertakes to take all necessary measures to ensure their complete confidentiality, in particular, so that no third party can use their identity and Account under conditions likely to violate the rights of third parties or any of the applicable laws or regulations on the Internet.

5.2 Access to the Platform

SHIPPEO grants the Licensee a non-exclusive, non-transferable and non-assignable right to use the Platform and the Tools in order to redistribute them to the Licensee's Authorized Users, to the exclusion of any third party, for the carrying out of its activity and its internal needs, throughout the world and for the duration of the Term. SHIPPEO provides the Licensee with access to the Platform and the Tools.

The Licensee acknowledges that any update of the Platform and/or the Tools shall not be construed as granting a new License unless otherwise stipulated by SHIPPEO in connection with the provision of a new version of the Platform, the Tools and/or the Database.

5.3 Conditions for access to the Services

Access to the Platform and the Tools, and the use of the Services, require computer equipment with Internet access. SHIPPEO shall provide its best efforts to ensure that access to the Services is available 24 hours a day, seven days a week, except in cases of force majeure or events beyond the SHIPPEO's control and subject to the potential outages or maintenance necessary to ensure the proper functioning of the Platform, the Tools and the Services. SHIPPEO does not guarantee that the Platform, the Tools and the Services will be permanently accessible. Given the complexity of the Internet, the unequal capacities of the various subnetworks, fluctuations at peak times for certain Internet users, and the various bottlenecks over which SHIPPEO has no control, the responsibility of SHIPPEO is limited to the operation of its Infrastructure, the outer limits of which are constituted by the Connection Points. SHIPPEO cannot be held responsible for:

- the access speeds from Users' computers and/or servers,
- the external slowdowns,
- the faulty transmissions due to the failure or malfunction of its networks

Given the nature and complexity of the technologies used to provide the Services, SHIPPEO commits to providing reasonable care in the provision of the Services, with the Licensee acknowledging that the Services provided cannot be guaranteed to be free of any defects, faults, interruptions or unavailability. In the event of any defects resulting from elements which are SHIPPEO's responsibility, the Licensee undertakes to inform SHIPPEO, which will make its best efforts to remedy them as soon as possible. However, SHIPPEO cannot be held responsible for:

- the quality of the Contents entered into and/or transmitted on the Platform, via the Tools, by Authorized Users within the context of the Services,
- the occurrence of a force majeure event,
- misuse of the Tools, the Platform or the Services by Authorized Users,
- any default or misconduct of an Authorized User,



- more generally, any cause beyond the reasonable control of SHIPPEO.

SHIPPEO may interrupt the Services, without incurring any responsibility and without fault on its part, for the maintenance of the Tools, the Servers and the Platform, with Users being informed beforehand whenever possible. SHIPPEO may also suspend all or part of the Services in the event of:

- any intrusion into the Platform likely to affect the functioning of the Services, the Tools, the Platform, the Servers and/or the Infrastructure,
- any misuse of the Services by an Authorized User likely to affect the functioning of the Tools, the Services, the Platform and/or the Infrastructure,
- any request of an governmental or judicial authority, particularly concerning the Data and/or Contents processed, used and/or hosted within the context of the Services.

It is expressly understood that the Account(s):

- of a Principal allows the Principal to access and view only its own transportation orders and the Data and Contents transmitted by SHIPPEO, its Users and the Carriers performing a transportation order for the account of such Principal.
- of a Carrier allows the Carrier to access and view only the Data and Contents transmitted by SHIPPEO and shared by its Users during the performance of a transportation order being performed by the Carrier for the account of such Principal.

In the event where a Licensed Carrier would want to subcontract all or part of the performance of a transportation order to a third party, such third party may autonomously and independently access the Services, the Platform and the Tools in its capacity of Carrier under the same conditions as the Licensee, subject to having an Account that would be specific to such third party thus acquiring the status of Licensed Carrier.

5.4 Compliance with the rules of use

The Services, the Platform and the Tools shall be used in accordance with their intended purpose as described in the Terms of Use. It is the Licensee's responsibility to ensure:

- compliance with the recommendations required for the use of the Platform, the Tools and the Services by Authorized Users,
- that its Authorized Users have the necessary skills to use the Platform, the Tools and the Services.

The Services provide Authorized Users the ability to add Data and Contents, including in the form of "Chat" comments or messages, on the Platform. The Licensee is solely responsible for the comments of its Authorized Users, as SHIPPEO does not modify comments or the Data or Content transmitted by a Licensee via the Platform or the Tools in general. SHIPPEO is also not responsible for decisions made by Licensees on the basis of Data or Content transmitted by another Licensee via the Platform or the Tools.

The Licensee must hold its Authorized Users accountable and ensure that each Authorized User agrees not to issue Data and/or Contents that would render the Licensee liable for one of its Authorized Users, in particular for:

- defaming, abusing, harassing, stalking or threatening any person, or violating the rights of others,
- defending crimes against humanity or inciting racial hatred or pedophilia,
- creating a false identity or usurping the identity of a third party,
- disrupting the functioning of the Platform, the Tools and/or the Services,
- violating the intellectual property rights of third parties, in particular:
 - o using all or part of the content of pre-existing works without the authorization of the copyright owners of such works,
 - o reproducing and/or using the trademark, corporate name, logo or other distinctive sign of a third party,
- violating the privacy and image rights of persons who may be identified in images, photographs, messages or videos.



In general, the Licensee undertakes not to transmit through its Authorized Users any material that may violate intellectual property rights or the rights of third parties and in particular, trademark law, personal rights or copyrights.

The Licensee acknowledges having been informed of the risks of errors that may occur when using the Platform, the Tools and the Services.

The Carrier expressly acknowledges and agrees that the use of the Platform, the Tools and the Services engages its responsibility, particularly with respect to the Principals on whose behalf it performs transportation orders. SHIPPEO does not accept any responsibility with regard to Licensees and Authorized Users for any direct or indirect damage that may arise from misuse of the Platform, the Tools and/or the Services. SHIPPEO assumes no responsibility for the Data and/or the Contents posted by Authorized Users, which is the sole responsibility of the Licensee. SHIPPEO also reserves the right to upgrade the Services. Technical changes may be made without prior notice by SHIPPEO.

5.5 Security

The Licensee is solely responsible for the preservation, security and integrity of the Access Codes and undertakes to inform SHIPPEO of any loss or misuse of Access Codes, as soon as possible and by any means, and immediately confirming this loss or misuse to SHIPPEO by registered letter with acknowledgment of receipt. Until receipt by SHIPPEO of such confirmation, any action by an Authorized User will be irrefutably deemed to have been performed by the Licensee and will be the Licensee's sole responsibility in respect of SHIPPEO or third parties.

The Licensee acknowledges that, despite the high level of security standards implemented by SHIPPEO:

- the data transmitted via the Internet transits through independent electronic communication networks with different characteristics and capacities and which are sometimes overloaded;
- the Internet is an open network, and therefore, the information transmitted through such means is not protected against the risk of misappropriation, of fraudulent, malicious or unauthorized access into the Licensee's information system, of piracy or unauthorized alteration of data, system programs and files, or contamination by computer viruses, and;
- the Licensee is responsible for taking all appropriate measures including awareness of and supervision over the activities of Authorized Users in order to protect its information system against contamination by viruses and attempts at unauthorized intrusion.

SHIPPEO reserves its right to suspend access to the Tools, Platform and/or Services in the event of a legitimate suspicion of fraudulent use or attempted fraudulent use of Access Codes.

6. INTELLECTUAL PROPERTY OF THE PLATFORM AND THE TOOLS

SHIPPEO holds the exploitation rights related to and associated with the Platform and the associated Tools and training materials and any successive versions.

Nothing in the Terms of Use may be interpreted as a transfer of ownership or any intellectual property right by SHIPPEO or its licensors, or as transferring any proprietary rights whatsoever to the Tools, the Platform or the rights associated with the Database and the SHIPPEO training materials or any other intellectual property rights of SHIPPEO or its licensors.

Any suggestion as to the correction of errors or comments regarding any new functionality of the Tools, the Platform or the Databases communicated by the Licensee to SHIPPEO is the exclusive property of SHIPPEO. SHIPPEO remains free to choose at its sole discretion whether or not to develop the features or corrections suggested by the Licensee.

Except as expressly provided in the Terms of Use, the Licensee shall have no rights to any of SHIPPEO's trademarks, service marks or designs, all of which remain the exclusive property of SHIPPEO.

The Licensee shall not register or attempt to register or use any software, trade name, trademark, service mark, domain name or design which, in whole or in part, incorporates or creates by its similarity any confusion with SHIPPEO, its distinctive signs or its Tools, its Platform and/or its Databases.



The Licensee may not sublicense, edit, display, reveal, rent, modify, loan, distribute or create any works derivative of the Tools, the Platform, the Database or any update or version thereof, in whole or in part, or any works derivative of the Contents or Data of other SHIPPEO Licensees accessible via the Tools or the Platform. Except for situations expressly stated in the Terms of Use, the Licensee shall not, and shall not permit any third party, to:

- copy, imitate or manufacture the Tools, the Platform or a Database in whole or in part,
- reproduce or substantially qualitatively or quantitatively extract all or part of one of the Databases without the written authorization of SHIPPEO,
- translate, analyze, modify, adapt, enhance, extend, decompile, disassemble or otherwise reverse engineer or attempt to obtain the source code from the Platform or Tools in any way, or ,
- use the Platform or the Tools, as well as the Contents or the Data which is accessible therefrom in order to provide them in whole or in part as a service (“*Software as a Service*” or “*SaaS*”) or any information management host, service bureau or any other situation in which the Platform, the Tools or a Database would be used outside the scope of the License or to process the data of a third party.

The Licensee shall promptly notify SHIPPEO of any existing, likely or suspected counterfeiting of the Platform, the Tools or a Database or any other intellectual property right of SHIPPEO, and any claim or allegation that the Platform, the Tools or a Database infringes the rights of a third party.

7. PROTECTION OF LICENSEE DATA AND CONTENTS

7.1 Purposes of use of the Data and Contents collected

The Licensee acknowledges that the gathering and processing of Data and Contents relating to Authorized Users and to events effecting transportation orders and their performance are necessary in order to benefit from the Services.

For the purpose of providing the Services, SHIPPEO and any subcontractors process, in accordance with the Applicable Regulations on Personal Data Protection in particular:

- the identification data of each Authorized User (surname, first name, user identification);
- the data communicated by each User concerning the events related to the management of a transportation order (“loaded goods”, “refusal of delivery”, ...) via the Platform, the Application or the Interface,
- the GPS positions of Users or vehicles using the Application or the Interface.

7.2 Hosting and Recipients of Data and Content

The Data and Content collected are:

- hosted securely on servers located within the European Union,
- shared by SHIPPEO only with the Principal(s) for the account(s) of which the Carrier intervenes for the performance or the transportation orders concerned,
- processed by SHIPPEO’s subcontractors and technical intermediaries in connection with the provision of the Services.

7.3 Terms of Use of Data and Content

7.3.1 Licensee Data and Content

The Licensee owns and is responsible for the Data and the Content it enters or transmits via the Tools or the Platform, including the Data and the Content that it enters in connection with the performance of a transportation order or that the Licensee submits to SHIPPEO for integration into the Tools or the Platform for the purpose of providing the Services. The Licensee hereby grants SHIPPEO a license to use this Data and Content for the purposes of the Terms of Use and the provision of the Services via the Platform and the Tools.

7.3.2 Data and Content of Licensee Carriers



In particular, the Carrier is the owner and is responsible for Authorized Users' raw identification data, the Carrier's vehicle identification Data, the GPS positions transmitted by the Carrier's vehicle and relating to the performance of a transportation order as well as related Content (the "Carrier Data").

Through the Platform and the Tools, the Carrier's Data is accessible to the Principal, with whom the Carrier has a contractual relationship for transportation services by way of a transportation order, for the Term and for the purposes of the Services supplied to the Principal concerned by the performance of such transportation order.

- If the Carrier acts on behalf of several Principals, SHIPPEO guarantees that the Carrier's Data relating to a particular transportation order can be accessed via the Platform and the Tools only by the Principal for whom the Carrier is performing such transportation order.
- If a Carrier wishes to subcontract the performance of a transportation order to a third party, the subcontractor must itself have a Carrier Account in order that the Data of such Carrier, relative to the performance of the relevant transportation order, may be made available to the Principal concerned, even if the subcontracted Carrier does not have a direct contractual relationship with the Principal.

In particular, the Carrier's Data relating to the GPS positions of a transportation order it performs, is processed by the Platform and the Tools in the following conditions.

(a) GPS Position collection period

(i) Collection via an Interface

The registration by SHIPPEO, via an Interface, of the GPS positions of the vehicle of a Carrier performing a transportation order on behalf of a Principal is carried out only if and when said vehicle is assigned to such transportation order and between:

- one hour before the start of the loading slot agreed between the Principal and the Carrier, if the status change mode is "Automatic", or from the moment when the status of the transportation order is "On the way to loading site" if the status transition mode is "Manual" and
- when the transportation order is closed.

(ii) Collection via the mobile Application

SHIPPEO receives and records the GPS positions of an Authorized User via the Application if the following three cumulative conditions are met:

- the Application is opened on the phone and the User has successfully identified him/herself;
- the GPS functionality of the phone is activated;
- the GPS functionality of the application is activated.

(b) Accessibility of GPS positions to the relevant Principal

The GPS positions are accessible to the Principal of a transportation order performed by a Carrier, only if and when a vehicle or an Authorized User of the Carrier is assigned to such transportation order and between:

- one hour before the start of the loading slot agreed between the Principal and the Carrier, if the status change mode is "Automatic", or from the moment when the status of the transportation order is "En route to loading site" if the status transition mode is "Manual" and
- when the transportation order is completed.

It is the Licensee's responsibility to give all necessary information and instructions to Users of the Application regarding the timing and manner of transmitting GPS positions via Interfaces and terminating transmission via Interfaces. Should a User not close the transmission via the Interface of the GPS positions to the Platform and to the Tools, the GPS positions are still processed by the Platform, under the responsibility of the Carrier, and accessible to the Principal concerned.



The data transmitted via the Interfaces and relative to the GPS positions are retained by SHIPPEO for a maximum duration of twelve (12) months necessary for purposes of the data processing. At the end of this twelve (12) month period, this GPS Position Data is automatically deleted.

7.4 Non-competition

SHIPPEO undertakes to the Licensee not to engage in any behavior aimed at replacing the Licensee with his or her customers, subcontractors or business partners. In particular, SHIPPEO undertakes not to develop activities as a forwarding agent or Carrier.

The Data and Contents relating to the performance of a transportation order may not in any way be used by SHIPPEO to develop an activity competing with that of the Licensee or to take its place before its trading partners. SHIPPEO particularly undertakes not to make them accessible to a third party except in the cases explicitly described in these Terms of Use.

7.5 Protection of personal data

Each Party shall remain responsible for the processing of personal data which it uses as such and shall thereby indemnify the other Party against any claim based on non-compliance with its obligations in this regard.

Each Party undertakes to comply with the Applicable Regulations on Personal Data Protection.

In the performance of the Services, SHIPPEO shall have access to certain personal data of the Licensee and the Licensee's Authorized Users.

The collection and transmission by the Licensee to SHIPPEO of personal data relating to the Licensee, its Authorized Users and the GPS positions of its vehicles must be carried out in accordance with the Applicable Regulations on Personal Data Protection .

The Licensee is particularly responsible for informing the Licensee's Authorized Users and, in general, its agents the personal data of whom is intended to be transmitted to the Platform via the Interfaces, that their personal data or the GPS positions of their vehicles, collected for the purposes of the Services, may be communicated to SHIPPEO for the purpose of processing and monitoring the performance of the transportation orders to which such Data relates.

The Licensee hereby undertakes to comply with all of the legal and regulatory obligations incumbent upon him or her and resulting from the provisions of the Labor Code in respect of his or her employees and agents. In any event, the Licensee shall indemnify SHIPPEO against all governmental or judicial claims, based on the violation by the Licensee or the Licensee's subcontractors of the legal and regulatory obligations incumbent upon them, relating to full disclosure to their employees or agents and the prior consultation of their representatives, where applicable, on the processing of their personal data resulting from the operation of the Services, the Platform or the Tools.

In accordance with the Applicable Regulations on Personal Data Protection , each Licensee may, through his or her Administrator Account, access the personal data of the Licensee's Users to have it rectified or, if necessary, request that SHIPPEO delete it, either in connection with the closing of an Account or in the context of the completion of a transportation order, once its performance is completed, subject to SHIPPEO's statutory obligations to preserve data.

In any event, the Licensee shall carry out the necessary backups of the Data, Content, files, information, or documentation of any kind that it makes available to SHIPPEO.

8. GENERAL PROVISIONS

8.1 Management of the Terms of Use



The Licensee shall designate one or more Administrator(s) in charge of communicating with SHIPPEO and forwarding to SHIPPEO the list of the Licensee's Authorized Users as well as the Licensee's authorization for them to access the Platform, the Tools and the Services.

The Licensee is fully responsible for the actions of Authorized Users in respect of SHIPPEO and third parties, including as representative of the Licensee relative to the performance, non-performance or modification of the Terms of Use, having been notified by SHIPPEO to the Licensee or accepted by an Authorized User for the Licensee, who shall be deemed to act in the name and on behalf of the Licensee and to represent it.

Any Authorized User of the Licensee shall be deemed to be aware of and accept any modification and/or new version of the Terms of Use as of their notification, by any means whatsoever by SHIPPEO, as from the first connection to the Platform and/or use of the Tools or the Services by such Authorized User.

In the event of the modification of a contractual document by SHIPPEO, such modification will automatically become an integral part of the Terms of Use as from the occurrence of any of the events referred to in the preceding paragraph.

8.2 Confidentiality

The Parties undertake not to disclose to third parties any Confidential Information obtained in respect of or in connection with the negotiations prior to the signing of the Terms of Use, as well as in respect of the performance of the Terms of Use and the Services.

Confidential Information means any commercial, technical, financial or economic elements and/or data communicated in any way between the parties, including any printed materials, studies, documentation, accounting documents, rates, software, and more generally by all means and all media, of the confidential information transmitted between the Parties for the purpose of providing the Services, whether or not explicitly identified as such.

The Parties particularly undertake that Confidential Information concerning the other Party shall:

- be kept strictly confidential and treated with the same concern for precaution and protection as it gives to its own confidential information of the same type;
- be disclosed only to the members of its personnel with a need to know or to the service providers placed under its direction which shall be used by them only for the purposes defined herein;
- not be used, totally or partially, for any purposes other than those defined in the Terms of Use without the prior written consent of the other Party;
- not be copied, reproduced or duplicated, in whole or in part, where such copies, reproductions or duplications are not necessary for the performance of these Terms of Use, with such necessity being specified in writing.

The Parties are reciprocal guarantors of the respect of this confidentiality commitment by the members of their personnel and/or any agent, including Authorized Users.

Any information which is disclosed by the receiving Party at the request of a court or government shall not be deemed to be Confidential Information, provided that the receiving Party promptly notifies the other Party of such request so that it can defend its rights.

The confidentiality obligation of this article will continue for a period of five (5) years at the termination of the Terms of Use and/or the Services for any reason whatsoever.

8.3 Proof

The Parties agree that all data, information, files and other digital elements exchanged between the Parties will constitute admissible, valid and binding proof with the same evidential weight as a signed written document.

The Parties undertake not to challenge the admissibility, validity, enforceability or evidentiary value of the elements of an electronic nature or format on the basis of such electronic nature or format. In the absence of evidence to the



contrary, such proof shall be valid and binding between the Parties in the same manner, under the same conditions and with the same evidential weight as any document which is prepared, received or retained in writing. The provisions of this paragraph shall apply particularly to notifications by SHIPPEO to the Licensee of modifications to the Terms of Use or to the acceptance by the Licensee or an Authorized User of the Terms of Use in accordance with the provisions of Article 9.1. "Management of the Terms of Use".

8.4 Suspension of Services

SHIPPEO reserves the right to suspend, without notice, access to the Services of all or some of the Authorized Users and in particular to disconnect Accounts from the Internet in the event of non-compliance with the obligations referred to in the Terms of Use. Similarly, in the event of notification by a third party that an Authorized User is using of the Services in a manner detrimental to SHIPPEO or to third parties or that is contrary to the principles of morality, public order or legal and regulatory provisions, SHIPPEO reserves the right to suspend access to the Services or the illicit Content at any time. Any suspension of access to the Services decided upon under this article does not entitle the Licensee to any compensation.

8.5 Guarantees

The Licensee is responsible for the Content that its Authorized Users put on line, SHIPPEO assuming no responsibility of any kind whatsoever in this regard. Consequently, the Licensee shall indemnify SHIPPEO against any legal action that may be brought against it, in particular with regard to the Content of its Authorized Users. The Licensee undertakes to be personally responsible with regard to any and all claims and/or procedures, in any form or nature, made against SHIPPEO that are directly or indirectly related to the hosted Content.

To this end, the Licensee particularly undertakes to pay directly to any claimant any sums which such claimant may require from SHIPPEO and to intervene voluntarily, if necessary, in any proceedings against SHIPPEO, and to guarantee any penalties that may be pronounced on such occasion.

The Licensee acknowledges that the Platform, the Tools and the Services it accesses are made available to the Licensee as is and may contain errors. No warranty is made to the Licensee that the Tools, the Platform, the Services, the Content and the Data will subsequently be made available again to the Licensee after the termination of the Terms of Use for any reason whatsoever. SHIPPEO warrants to the Licensee that it will use its best efforts to ensure that the Services will function substantially as set forth in the Terms of Use that is valid on the date that the Services are made available to the Licensee.

8.6 Liability

In view of the complexity of the Services provided, SHIPPEO is subject to a best efforts obligation. It is expressly agreed between the Parties that indirect damages or injury such as business losses, loss of opportunity, loss of orders, commercial problems of any kind, loss of profits or damage to a brand image shall not be compensated. Any legal action directed against the Licensee and/or its Users by a third party shall constitute indirect damage and consequently does not give rise to any right to compensation.

In any event, compensation of any losses sustained by a Licensee or its Users due to a proven fault of SHIPPEO is expressly limited, taking all causes into account and throughout the duration of the Terms of Use, to the sum of €5,000.

The Licensee and the Licensee's Authorized Users expressly acknowledge that SHIPPEO has, in view of the information brought to their knowledge within the context of the Terms of Use and the Platform, fulfilled its duty to provide advice and information concerning the characteristics of the Services.

8.7 Subcontracting, assignment

The fulfillment of SHIPPEO's obligations, in respect of the supply of the Services, may be subcontracted, in whole or in part, to any person of its choice, which the Licensee accepts without reservation.



SHIPPEO may transfer to any legal person of its choice all or some of the rights and obligations defined in the Terms of Use, provided that SHIPPEO notifies the Licensee of such transfer.

8.8 Force majeure

Neither Party may be held liable to the other for the total or partial non-performance of its obligations under the Terms of use, to the extent that such non-performance is caused by a case of force majeure, within the meaning of Article 1218 of the French Civil Code.

In the event of a case of force majeure as defined in this Article, the Party prevented from fulfilling its obligations undertakes to inform the other Party without delay and by any means.

Initially, cases of force majeure will suspend the performance of the Terms of Use. If a case of force majeure has a duration of longer than three months, the Terms of Use will terminate automatically, unless otherwise agreed between the Parties.

8.9 Termination of Relations

SHIPPEO may suspend or terminate at any time the access of a Licensee and/or some of its Authorized Users to the Services under the terms and conditions set out in the Terms of Use. Each Licensee may also request that access to the accounts of certain Authorized Users be cancelled.

In the event of the termination of the Terms of Use for any cause whatsoever, SHIPPEO will discontinue the Services within 24 hours of the normal expiry or of the written notification of the termination of the Services, unless expressly agreed otherwise in writing between the Parties.

8.10 Trade reference

Each Party may use the name, trade name, trademarks and trade visual(s) (logo(s)) of the other Party as a trade reference and include all or part of that information in any commercial and/or technical support, subject to prior notification to the other Party, who may oppose it at any time for any legitimate reason.

The using Party shall, as soon as possible, stop the use of these elements on the supports which may be modified.

SHIPPEO grants the Licensee the right to use its emblems, including the name of the application, solely for the purpose of promoting SHIPPEO's Platform, Tools and Services to third parties, and subject to prior notice.

8.11 Partial nullity

If one or more of the provisions of the Terms of Use is annulled or declared as such pursuant to any law, regulation or definitive decision of a competent court, the remaining provisions shall remain in full force.

8.12 Non-Renunciation

The fact for either Party not to prevail itself of a breach of any provision of the Terms of Use by the other Party shall be deemed as a waiver to prevail itself of such provision in the future.

8.13 Applicable law and jurisdiction

The Terms of Use are governed by French law. The Parties shall seek an amicable solution to any difficulties which may arise in connection with the application or interpretation of the Terms of Use.

IN THE EVENT OF A DISPUTE, THE COMMERCIAL COURT OF PARIS ("*Tribunal de Commerce de Paris*") SHALL HAVE EXPRESS JURISDICTION, NOTWITHSTANDING MULTIPLE RESPONDENTS OR ACTIVATION OF GUARANTEES, INCLUDING FOR URGENCY PROCEDURES OR PROTECTIVE MEASURES, IN SUMMARY PROCEEDINGS OR ON PETITION.

