

TERMS & CONDITIONS

Cloud Desktops – Omny Cloud

1. About Us

CHAPELLE TECHNOLOGIES, SAS, with a capital of EUR 11 323, headquartered in ANTONY (92160) 6 Villa Maurice, registered in the register of commerce and companies of NANTERRE under number 844 758 979 represented by Mr Augustin GAILLOT (hereinafter the "Company"), a parent company of Go2cloud GmbH, headquartered in Untere Dorfstraße 4,31089 Duingen, Germany, represented by Mr Oliver Gustai.

The Company offers the following services: Provision of virtual desktops ("Cloud Desktops" or "Virtual Desktops"), a connection database ("Light Client") and cloud desktops virtualization and management software ("Console").

2. Preamble

The Company invites its Users to carefully read these Terms & Conditions of Sale and Use (hereinafter the "TERMS & CONDITIONS"). The TERMS & CONDITIONS apply to all Services provided by the Company to its Customers, regardless of the Terms & Conditions that may be included in the Customer's documents and in particular its general Terms & Conditions of purchase.

The TERMS & CONDITIONS are systematically communicated to the Customer prior to the use of any Service and upon request. The Customer shall be required to take note of the TERMS & CONDITIONS prior to any order being placed.

The Company reserves the right to modify these TERMS & CONDITIONS at any time (in particular in the event of changes to the applicable law and/or changes to supreme court rulings). The Customer will be informed of the specific changes by e-mail in due time before the modified version enters into force. The Customer who does not accept the modified TERMS & CONDITIONS shall unsubscribe from the Services in accordance with the Terms & Conditions set out in **Article 17** – the Customer will be expressly informed about this opt-out-option together with the information about the upcoming modifications. Any User who makes use of the Services after the entry into force of the amended Terms & Conditions shall be deemed to have accepted these amendments.

The data recorded in the Company's computer system is proof of the transactions concluded with the Customer.

3. Definitions

"**Customer**" means any natural or legal person who makes an Order on this Website and/or the Console;

"**omnyPod®**" or "**omnyPod® Equipment**" means the connection box, marked omnyPod®, that enables, with a keyboard, screen, and mouse (not provided in the Service) to have access to the Cloud Desktops;

"**Cloud Desktops**" or "**Virtual Desktop**" means the virtual desktops made available to the Customer;

"**EULA**" or "**End-User License Agreement**" means the document available under [<https://www.omny.cloud/omny-cloud-legal>] which is fully incorporated into this TERMS & CONDITIONS with regard to the use of software by end-users.

"**Order**" means any order placed by the Customer registered on this Site, in order to benefit from the Services of the Company. The effective date of the Order is the date of the first payment for said Services;

"**General Conditions of Sale and Use**" or "**TERMS & CONDITIONS**" refer to these general terms of sale and use online;

"**Console**" means the online software that enables Customer to register Users, create, track and adapt the Cloud Desktops available to the Customer, to connect to and use the ordered Cloud Desktops, as well as monitor the evolution of their monthly invoice, available via this link: <https://console.omny.cloud>;

"**Contract**" means the registration form on the Console, the tariff information specified therein, the EULA (available here: <https://www.omny.cloud/omny-cloud-legal>) and these Terms & Conditions;

"**Services**" means all the services offered to Customer by the Company through this Site and the Console;

"**Site**" means this Site, i.e. www.omny.cloud;

"**Company**" or "**The Company**" means CHAPELLE TECHNOLOGIES SAS, also known as Omny Cloud, a parent company of GO2CLOUD GMBH, more broadly referred to in Article I hereof; and

"**User**" means any natural person who makes use of the Site and/or the Console.

4. Registration

Registration in the Console is open to all legal or natural persons enjoying full legal personality and capacity.

The use of the Services offered on the Site and accessible through the Console is conditional upon the User registering on the Console and accepting these TERMS & CONDITIONS. Registration is free and enables the User to order paid Services. In order to register, the User must fill in all required fields, without which the service cannot be delivered. Otherwise the registration will not be completed.

The User guarantees that all information provided on the Console or the Site, in particular during registration, is accurate and in conformity with reality. They undertake to update their personal information from the page dedicated to them and available in their account.

Every registered User has an ID and password. The latter are strictly personal and confidential and shall under no circumstances be communicated to third parties or the account of the infringing registered User will be deleted. Each registered User is personally responsible for maintaining the confidentiality of his or her login and password. The Company will not be held responsible for the usurpation of a User's identity. If a User suspects fraud at any time, he or she will contact the Company as soon as possible so that the Company can take the necessary measures and regularize the situation.

In the case of non-compliance with the TERMS & CONDITIONS, in particular the provision of false information, the Company reserves the right to temporarily or permanently delete all accounts created by the infringing registered User. Deleting the account will permanently lose all benefits and services acquired on the Console. However, any Orders made and invoiced by the Console before the account is deleted will be executed under normal conditions.

In the case of deletion of an account by the Company for breach of the obligations and duties set out in the TERMS & CONDITIONS, the violating User shall be formally prohibited from re-registering on the Console directly, through another e-mail address or by person without the express permission of the Company.

5. Obligation of means / service contract (*Dienstvertrag*)

As part of the Cloud Desktops, the Company offers several types of virtual desktop configurations with specific features (including the amount of processor and RAM resources, storage capacity available, pre-installed applications, etc.), the main ones of which are present on the Site. The infrastructures used are pooled, and the Customer can modulate the amount of resources (Storage Space, CPU, RAM) allocated to it from the Console.

Due to the high technical nature of the Service, with regard to the offering and operating of remote hardware, the Company can only be subject to an obligation of means (i.e. to act prudently and diligently and to use all reasonable means to to achieve the contractually agreed upon result, regardless of whether or not the latter is actually obtained - service contract (*Dienstvertrag*) pursuant to Sec. 611 German Civil Code (*BGB*)). The server platform where the Cloud Desktop will be installed is accessible to the Customer as well as to those authorized by the Customer (named Users), through the Internet network. The Customer shall have an Internet connection to connect to the Console and to access the Service, and shall remain solely responsible for such Internet connection, in particular in terms of availability, reliability and security.

6. Orders and realization of services

Each registered User may place orders via the Console or the Site for the subscription of paid services. The specific services are described in the EULA and on the individual product description in the Help Center or the Site. The Company undertakes to implement all human and material means to achieve the delivery within the time limits announced when the Order is issued. However, it cannot under any circumstances be held liable for delays in the performance of services caused by errors which are not attributable to it.

If the Services have not been performed within seven days of the Order, the Customer may request the resolution of the sale. The sums paid by the Customer shall be returned to the Customer no later than 14 days after the date of termination of the order. This provision shall not apply where the delay of the Company is due to a Customer fault or a case of force majeure, i.e. an unforeseeable event, irresistible and independent of the will of the Company – in such cases, the statutory provision apply

In the case that the performance of a physical service could not have been performed or is postponed due to an error on the address indicated by the Customer, the travel expenses of the provider mandated by the Company to perform the unsuccessful service shall be borne by the Customer.

As soon as the order is validated by the Company, the Company will email a confirmation and the access codes to the Customer to connect to the Cloud Desktop.

The Company is not responsible for any limitations or restrictions on the use of the Service that may occur as a result of the pooling of IP addresses, and undertakes in order to limit such restrictions or limitations as long as they are not attributable to the Customer.

The hardware resources (Host Server, Storage Space, etc.) and the Cloud Desktop leased by the Customer remain the exclusive property of the Host. Under this agreement, Customer is the sole administrator of its Cloud Desktop. The Company does not intervene in the administration of the Customer's Cloud Desktop. Similarly, the Customer is solely responsible for the use of the Cloud Desktop made available to him.

At the same time, the Company is responsible for the administration of the infrastructure (e.g. hardware, network, Host Servers, disks) on which the Cloud Desktop made available to the Customer is configured. The Customer confirms that he/she has all the technical knowledge necessary to ensure the correct administration of his/her Virtual Desktop, and to perform the backup of the data he/she stores and uses in the context of his/her Virtual Desktop. The Customer has the option of installing software on its Virtual Desktop by itself. These facilities will then be under its full responsibility, and the Company will not be held responsible for any malfunctioning of the Virtual Desktop as a result of these facilities.

The Customer undertakes to comply with the conditions of license and use of the operating system with which the Virtual Desktop is configured by the Company, as well as the conditions of license and use of the applications preinstalled by the Company on the Virtual Desktop. The Customer shall perform the maintenance and updating of the above operating systems and applications preinstalled on the Virtual Desktop. The Customer shall assume full responsibility for this, and the Company shall not be liable under any circumstances, in particular as a result of operations (maintenance, updating, etc.) carried out in violation of the applicable terms of use and/or license, or of a malfunctioning of the Virtual Desktop resulting from the Customer's operations.

The Company also reserves the right to upgrade these pre-installed operating systems and applications to the Customer's Virtual Desktop, including any updates and/or versions it deems necessary. The Terms & Conditions of license and use of the above applications and operating systems are communicated to the Customer at the time of the first order of a Virtual Desktop configured with these pre-installed systems and/or software, and are also available on the publisher Sites.

As part of the Service, Customer has the option to modify the configuration of its Virtual Desktop to pass through a top-level or lower configuration according to the models predefined by The Company. To do this, it must order from the Console, the configuration on which it wishes to switch its Virtual Desktop.

These changes do not take place immediately and some require a temporary shutdown of the Service. The Company cannot be held responsible for any problems resulting from the termination of the Service in order to make a configuration change. The Customer makes his request in the Console.

7. omnyPod® Equipment

The Customer agrees to comply with all user instructions regarding the installation and use of OmnyPod®, which are available in the documentation submitted with OmnyPod®, and will bear all consequences, including financial consequences, attached to any installation or use of OmnyPod® equipment that is not in conformity with current general standards and operating instructions.

OmnyPod® equipment can be made available to the subscriber upon his/her request to the Company after an initial order. The Company reserves the right to renew and update these OmnyPod® equipment and their software free of charge in the case of network developments which would render them incompatible. In this context, OmnyPod® equipment is the exclusive, non-transferable and elusive property of the Company and is made available to Users for the sole purpose of the Agreement. The user has custody of OmnyPod® equipment during the subscription period and shall not in any case affect the physical, electrical and electronic integrity of OmnyPod® equipment. The risk of damage, loss or theft of OmnyPod® equipment shall be borne by the User upon receipt, except as otherwise appropriate.

8. Invoicing and Timeframes

8.1 The Customer shall pay all costs relating to the Services. The Company will use its measurement tools to determine the Customer's use of the Services. The Customer has access to these measuring tools on the Console at any time. When ordering the Services, the Customer may choose one of the billing options listed below. Not all customers may have access to all billing options. The Customer may pay the Services through the payment options listed below in Section 8.2.

(a) Monthly package. If the Customer chooses this option, the Customer is not required to purchase the Services for a predefined period, but is invoiced on a monthly basis. The Company will charge the Customer on a monthly due-date basis.

(b) Annual package. If the Customer chooses this option, the Customer undertakes to purchase the Services at the Company for a period of one year. The Company charges the Customer according to the Terms & Conditions associated with the options chosen by the Customer during the an order.

8.2 All charges shall be settled in Euros (EUR), unless otherwise indicated on the invoice.

(a) Credit or debit card, or bank transfer. Charges applicable should be paid by the Customer by credit card, debit card or bank transfer, at the end of the month in which the Services are provided to the Customer. For credit or debit cards, as appropriate: (i) The Company shall invoice the Customer for all charges applicable at the due date and (ii) these charges shall be deemed to be in default of payment if they are not settled within thirty (30) days after the end of the month in which the Services are provided to the Customer.

(b) Invoices. Invoices must be paid within thirty (30) days from the date of the invoice, unless otherwise indicated on the contract of service, and are considered to be in default after that date.

9. Prices

The prices applicable to the Services are available on the Site and on the Console and can be requested by the Customer to the Company at any time through the Console ticket service and are mentioned duty-free (HT). The monthly flat rate allows you to use a Virtual Desktop throughout the calendar month during which the Virtual Desktop is created.

Any Virtual Desktop invoiced at the monthly flat rate, and not cancelled before the end of the current month, will automatically renew the following month and will continue to be charged at the monthly flat rate applicable under the above conditions. The Virtual Desktop is invoiced to the Customer under the terms of this article, including if it is not used. The Virtual Desktop is considered to be created as soon as the Customer validates it in the Console. As soon as it is created, the Virtual Desktop appears in the Customer Console. Delivery ends when the Virtual Desktop is removed. It is stated that an undeleted Virtual Desktop continues to be charged.

Customer may make a configuration change during invoicing. In this case, switching to a lower or higher configuration shall be invoiced to the Customer according to the pricing basis applicable to the new configuration and the pricing terms of this article.

10. Warranty (*Gewährleistung*)

For all Orders made on this Site and/or the Console, the Customer has a warranty right in accordance with the statutory provisions regarding any defects of provided software and/or handed over hardware (with regard to remote connection services, Section 5 applies and remains unaffected).. In order to exercise this right of claim, the Customer shall submit to the Company at support@omny.cloud, a statement expressing its reservations and claims, together with supporting evidence. A claim that does not meet the conditions described above cannot be accepted.

Upon review of the claim, the Company may, as appropriate, replace or refund the provision of Services as soon as possible and at its own expense. The liability for defects regardless of fault pursuant to § 536 a para. 1 German Civil Code (BGB) is excluded in accordance with the limitation of liability stipulated in Section 13 of this Terms and Conditions.

In addition to the statutory rights, the Customer always has the right to raise informal complaints with regard to the Services. The company will evaluate and respond to such complaints at its own discretion.

11. Data protection

Registration on and use of the Site and/or the Console results in the processing of the Customer's and (if applicable) the User's personal data. If the Customer/User refuses to process his or her data, he or she is asked to refrain from using the Site. This data processing personal data shall be made in accordance with the General Regulation on Data Protection 2016/679 of 27 April 2016.

With regard to the details regarding the processing and protection of personal data Customer/User must refer to the Company's GDPR Chart which is presented on the Site ([...]) and annexed to this document., before **approving** the TERMS & CONDITIONS.

12. Responsibilities of the Company

The Company undertakes to carry out regular checks to verify the operation and accessibility of the Console. As such, the Company reserves the right to temporarily discontinue access to the Console for maintenance reasons.

The Company may not be held liable for any delay in the performance of a service or for any temporary difficulties or impossibilities of access to the Console for reasons beyond its control, unforeseeable and irresistible, or for reasons that are attributable to disruptions to telecommunications networks for which it cannot be blamed.

The Company undertakes to provide the Services promptly and in accordance with the state of the art, provided that it places an obligation on it to provide means, excluding any obligation of result, which the Customers recognize and accept expressly .

The Company further undertakes to provide all the care and diligence necessary for the provision of a quality service:

- Ensure availability of Customer's Virtual Desktop in accordance with applicable Service Level Commitments. The Company reserves the right to suspend the Service for technical intervention to improve its operation;

- Respond as quickly as possible in the case of an incident not resulting from Customer's misuse of the Virtual Desktop upon Customer's request for intervention;
- Ensure that the quality of its tools is maintained at the highest level in accordance with the rules and use of its profession. The Company is not responsible for the content of information, sound, text, images, shapes, etc. stored by the Customer in its Virtual Desktop, or transmitted or put online by the Customer in the use of its Virtual Desktop, or for the failures of the operators of the transport networks to the Internet world and in particular of the Customer Internet Service Provider (ISP).

13. Limitation of liability / Force majeure

The Company's liability is in principle limited to gross negligence or intent. In the case of slight negligence, the Company's liability is limited to the breach of essential contractual obligations, i.e. obligations which are required for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may legitimately rely (so-called cardinal obligations), and to the foreseeable damage typical for the Contract. Liability for damages resulting from injury to life, body and/or health as well as liability under the German Product Liability Act shall remain unaffected by the above limitation of liability..The Services incorporate a third-party API distributed by HUBITECH, a limited liability company, registered with the R.C.S. of Meaux under the number 799 605 142, having its registered office at 14 avenue de l'Europe, 77144 Montévrain. The Customer acknowledges that the HUBITECH Licence Terms attached as Annex 1 hereto apply supplementarily to the use of the API.

16. Service Level Commitment ("SLA")

The Company undertakes to respect the service availability levels as indicated on the Site ("SLA").

If the SLA are not met, the Customer may, under the conditions below, obtain credits. The applicable credits will be defined by the Company at the initiative of the Customer and may not exceed for each calendar month 100% of the monthly amount paid by the Customer under the Unavailable Service. The credits serve as a lump sum compensation for all damages suffered by the Customer resulting from the Company' failure to comply with the Service commitments in question; the Customer shall be entitled to prove higher damages in individual cases; in this case, the Customer may claim these damages subject to the limitations of liability set out in this Contract.. Credit is credited directly to the Customer's Company account upon request of the Customer. The Customer's request must be made by the Customer in the Console no later than the month following the month in which the unavailability was found. Otherwise, the Customer is no longer eligible for credits. The credits must be consumed by the Customer as part of the Virtual Desktop Service during the calendar month following the date they are credited to the Customer's Company Account. Otherwise, credits are lost and cannot be used. Credit cannot be refunded to Customer in cash.

The Customer shall not be entitled under any circumstances to avail himself of this Article and to claim the above credits in the event that the unavailability results in whole or in part (i) from events or factors beyond the control of the Company such as not limited to cases of force majeure, fact of a third party, problem of connection to the Internet, malfunctioning of the Internet network, malfunctioning or misuse of hardware or software under the control of the Customer (including applications executed on the Virtual Desktop), (ii) the Customer's failure to comply with its obligations under this Agreement (including failure to cooperate in resolving the incident), (iii) the Customer's misuse or inappropriate use of the Service (including misuse of Virtual Desktops or Console, etc.), (iv) planned maintenance, (v) disruption in the conditions set out in Article 6 of the the Company Service Terms & Conditions or (vi) hacking. In such cases, and subject to point (iv), the Company reserves the right to charge the Customer for any required intervention to restore availability. The causes of unavailability, and in particular the determination of the exclusion cases defined above, shall be established by the Company by all means, and in particular on the basis of the elements of the Company's information system (such as connection data) which, by express agreement, will be admissible.

The time limit for commissioning Cloud Desktops is 7 business days from the Company's confirmation of the Customer's registration with the Services, and the time limit for receiving OmnyPod® equipment is 30 business days from the same date.

17. Term and Termination

The Services are subscribed by default for a period of one (1) month, unless a longer commitment is made at the Customer's initiative (e.g. annual license) in a respective Order, to benefit from any discounts offered by the Company.

The User may unsubscribe from the Services at any time by sending a request to the Company by email or via the Console, unless a longer commitment is expressly made by the Customer.

The provisions of this Contract will apply for the duration of the Services defined in the accepted Orders, including renewals, or for period indicated in a subscription to Services contracted with the Company or any other equivalent contract signed with a Reseller.

The Company may terminate this Contract and the respective Orders immediately upon written notice to you if you:

- a. Do not pay any part of the fees under an applicable Order within ten (10) days of receiving written notice from the Company that a payment is due; or
- b. Violate any other provision of this Contract and fail to cure such violation within ten (10) days of receipt of written notice from the Company;
- c. Terminate or suspend your business;
- d. Admit in writing your inability to pay your debts as they become due or make an assignment for the benefit of creditors;

Upon termination by the Company, all rights, licenses and copies of software granted are to be destroyed or returned to the Company, and if requested, all Company confidential information stored by the User must be deleted.

The statutory right to terminate the Contract for cause remains unaffected.

18. Withdrawal information for consumers

If

- (i) you are a consumer within the meaning of European consumer law, and
- (ii) do not subscribe to our Services in our business premises but via means of distance communication (e.g. online),

you are entitled to the following right of withdrawal with regard to each subscription under this Contract:

Right of withdrawal

You have the right to withdraw from each of your subscriptions within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date of conclusion of the subscription.

In order to exercise your right of withdrawal, you must inform us (go2cloud GmbH, Untere Dorfstraße 4, 31089 Duingen, Germany) by means of a clear declaration (e.g. a letter, fax or e-mail) about your decision to withdraw from the subscription. You may use the enclosed sample withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient for you to send the notification of exercising the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from a subscription, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your withdrawal for all payments we have received from you, including delivery charges (other than additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us).

We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

If you have requested that the services be commenced during the withdrawal period, you shall pay us a reasonable amount equal to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect of the subscription in relation to the total services provided for in the subscription.

Sample withdrawal form

If you want to withdraw from the contract, please fill out this form and send it back to us.

To: CHAPELLE TECHNOLOGIES, SAS, ANTONY (92160) 6 Villa Maurice, France

Email: support@go2cloud-hpc.com.

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of

of the following goods (*)/the provision of the following service (*)

Ordered on (*)/ received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of consumer(s) Place, date

(only for paper messages)

(*) Delete as appropriate.

19. Disputes / Governing law

The law governing the TERMS & CONDITIONS is German law with the exclusion of the UN-convention on Contracts for the International Sale of Goods (CISG) or other international conflict of law provisions. Any dispute that may arise between the Company and a User during the execution of these Terms shall be the subject of an amicable resolution. Otherwise, disputes will be brought to the attention of the competent ordinary courts.

20. (Online) Dispute Resolution

The European Union provides an online platform ("OS Platform") at <http://ec.europa.eu/consumers/odr> for the out-of-court settlement of consumer disputes. We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board. We have also decided against voluntary participation in dispute resolution proceedings before consumer arbitration bodies.

21. Third party websites and services

Our Services may occasionally contain links to other websites or services. We are not responsible for any such third-party offers or the information, materials, products or services contained/accessible/offered thereon. Access to and use of third party services is entirely at the risk of the Customer/User.

22. Indemnification

Each Customer agrees to indemnify the Company and/or, if applicable, affiliated companies and/or licensors against all claims and damages arising due to a breach of this Agreement by the respective Customer. The same applies to Users accordingly. **23.**

23. Pre-contractual information

Prior to Order, the Customer acknowledges having received, in a legible and understandable manner, the TERMS & CONDITIONS and in particular: the essential characteristics of the Services; the price of the Services; the date or time within which the Company undertakes to provide the Service; information on the identity of the Company (postal, phone number, email); information on legal and contractual guarantees and their implementing rules; the possibility of recourse to conventional mediation in the case of a dispute; information relating to the right of withdrawal (time limit, exercise arrangements).

The placing of an Order on the Site and/or the Console shall be governed by the TERMS & CONDITIONS and the documents referenced therein. The Customer will not be able to avail himself of a contradictory document.

Appendix 1

Reemo API license clause

In this section, capitalized terms have the following meanings, whether used in the singular or plural

"API" means an Application Programming Interface and its Content made available by HUBITECH;

- "Content" means any accompanying or related documentation, source code, executable applications, data, database (as defined in Article L112-3 of the Intellectual Property Code), and other items, including the REEMO Solution, made available through REEMO API ;

"HUBITECH" or "THE COMPANY": a limited liability company, registered with the R.C.S. of Meaux under the number 799 605 142, having its registered office at 14 avenue de l'Europe, 77144 Montévrain, represented by its managers Mr. Gwenael FOURRE and Mr. Yann FOURRE;

"REEMO API": HUBITECH's API allowing the Services and the Solution to communicate and use its Content by means of a secret authentication key;

"REEMO Solution": a secure software environment for remote access to an information system for individuals and professionals provided in SaaS mode by HUBITECH that can be used, in whole or in part, through the REEMO API as Content;

"End User(s)" means the "User" and "Customer" referred to in this Agreement, as well as any direct contractor of the Company or a Partner entitled to use the Product via a machine, defined as a digital environment accessible by one or more End Users, under the responsibility of the Company or Partner.

The Partner:

- agrees to pass on to all End Users all rights and obligations under this section, and

-in any case, may not grant more rights to REEMO API and its Content than it has received from THE COMPANY.

The present clause reflects the conditions of use enacted by HUBITECH, publisher and exclusive holder of the rights to REEMO API and its Content, and which is in the capacity of "Stipulant" within the meaning of article 1205 of the Civil Code for the benefit of the Beneficiary who is in the capacity of "Beneficiary", THE COMPANY being in the capacity of "Promoter". Consequently, this article is fully enforceable by HUBITECH against the Beneficiary in accordance with article 1206 of the Civil Code.

(a) Rights granted by THE COMPANY

THE COMPANY grants the Partner, for the duration of this Agreement, a personal, non-transferable and non-exclusive right to use REEMO API and its Content, in its version integrated into the Product and in compliance with its purpose, in particular without extracting it from the Product.

The right of use is defined as the right to make permanent or temporary reproduction of REEMO API and its Content, by any means and in any form to the extent that it is necessary for the loading, display, performance, transmission or storage of REEMO API and its Content, and this solely in the context of the use of the Product.

In the event that the Partner wishes to use REEMO API independently of the Product, it shall be incumbent upon it to contact HUBITECH in order to be granted an appropriate license.

As part of the license granted to it under this section, the Partner undertakes in particular not to:

Use REEMO API and its Content for any purpose other than those strictly provided for in paragraph 2 of this article;

Reproduce in whole or in part, on any medium whatsoever, REEMO API and its Content, without prejudice to paragraph 2 of this article;

Represent, distribute, export, sell, rent, lend, transfer or market, in whole or in part, REEMO API and its Content, whether for free or for a fee;

Use REEMO API and its Content in any way and in any form whatsoever, for the purpose of designing, producing, distributing or marketing a similar program and/or derived or entirely new software;

Modify in whole or in part, adapt, translate, arrange or correct REEMO API and its Content;

-reverse engineer, decompile, disassemble, or attempt to obtain the Source Code of REEMO API and its Content;

Interfere with or disrupt the performance of REEMO API and its Content;

-delete or modify the trademark, logo or any other distinctive sign of HUBITECH contained in the REEMO API and/or its Content.

Any use of the REEMO API and its Content not expressly authorized by THE COMPANY under this section is unlawful, and go2cloud shall be fully liable.

All the rights granted and the limitations provided for in this article apply regardless of the quality of REEMO API and/or its Content as a work of the mind.

(b) Intellectual Property

The Partner acknowledges that HUBITECH remains the sole owner, on an exclusive basis, of REEMO API, of its Content, which includes, but is not limited to, all texts, graphics, images, logos, names, denominations, trademarks, techniques, processes, know-how, sounds, photographs, videos, drawings, data, object code and source code as well as all related rights, in particular the intellectual property rights.

Nothing in this section or the Agreement shall be construed as conferring any ownership rights on the Partner in all or any part of the REEMO API and/or its Content.

(c) Guarantees

As part of the provision of the Product, THE COMPANY provides REEMO API and its Content on an "as is", "as available" and "as available" basis and therefore does not warrant that REEMO API and its Content are error free and uninterrupted, or that they meet the needs of the Partner.

THE COMPANY warrants to the Partner that it has the necessary and sufficient rights to grant the rights to the REEMO API and its Content under this section. In this respect, THE COMPANY guarantees the Partner against:

- (1) any conviction under a final and non-appealable court decision based on the infringing nature of REEMO API and/or its Content; or
- (2) any damages awarded to the Partner by a settlement concluded in the context of a dispute with a third party concerning the infringing nature of the REEMO API and/or its Content, provided that HUBITECH is a signatory to the settlement or, at the very least, has given its prior written agreement on the amount of the compensation awarded.

This guarantee is expressly subject to the following conditions: (i) the Partner shall notify THE COMPANY of any formal notice from third parties, by registered letter with acknowledgement of receipt, without delay in the case of emergency proceedings and, in all other cases, within eight (8) calendar days from the date of the said formal notice; (ii) THE COMPANY shall have exclusive control over the means of defense and any amicable settlement; (iii) the Partner shall loyally cooperate in the defense of the action referred to in this article, providing, at its own expense, THE COMPANY with all the elements, information and assistance useful and necessary to carry out such defense; (iv) the action and/or claim shall relate to facts exclusively attributable to REEMO API and/or its Content, and unrelated to any modification or use of the same not authorized by THE COMPANY.

In the event of the occurrence of the event referred to in the second paragraph of this article, THE COMPANY undertakes to:

- (a) provide the Partner with a substitute item, with equivalent characteristics and performance, existing on the French or foreign market; or
- (b) at THE COMPANY's sole option, obtain the right for go2cloud to continue to use the REEMO API and/or its Content under the same terms and conditions.

In any case, the Partner is informed and accepts that THE COMPANY, in spite of all the care it has taken, in the checks it has carried out to ensure that it has all the intellectual property rights on the elements it provides within the framework of this article, cannot fully guarantee that all the necessary authorizations have been collected from the right holders.

This warranty does not apply to the Product.

(d) Liability

THE COMPANY shall only be liable for its fault proven by the Partner, and therefore excluding any case of force majeure, and for direct and foreseeable damage which would be the immediate and direct consequence, excluding any indirect damage.

The following are considered consequential damages and are therefore not eligible for compensation: (i) any loss of actual or anticipated profits; (ii) any loss caused by business interruption; (iii) any loss of goodwill or reputation; (iv) any loss or corruption of Data.

THE COMPANY shall not be liable for any damage resulting from improper use of REEMO API by the Partner or by one of its End Users, in particular from use that is contrary to the recommendations made by THE COMPANY.

Furthermore, the Partner acknowledges that access to REEMO API and/or its Content, within the framework of the use of the Product, may occasionally be suspended due to maintenance services necessary for the proper functioning or security of REEMO API and its Content or due to an unforeseeable breakdown or slowdown of any kind or cause, or due to a malicious program, affecting the computer resources of THE COMPANY and/or its service providers. THE COMPANY cannot be held liable in this respect.

Finally, in the context of the use of the Product by the Partner, THE COMPANY cannot be held responsible for any inconvenience or damage resulting from (i) possible unavailability, slowdowns and/or difficulties in accessing REEMO API and its Content, caused by a failure or insufficiency of the Internet connection available to the Partner and (ii) of the failure of security or any other failure, in particular the presence of a malicious program, and/or any incompatibility of the Product, equipment or software, and more largely of any third elements, of the Partner or one of its End Users, with REEMO API and its Contents.

In any case, THE COMPANY's liability under the obligations arising from this article shall not exceed, in total, for all claims including guarantee calls, half of the sums, exclusive of tax, paid by THE COMPANY to HUBITECH during the last twelve (12) months for the license of the REEMO API and its Content in the context of the use of which the damage occurred.

THE COMPANY and the Partner expressly agree that the limitations of liability set forth in this section shall survive the termination of the Agreement for any reason whatsoever.