



# **TERMS AND CONDITIONS OF SALE**

## TERMS AND CONDITIONS

These terms and conditions relative to the services (hereafter referred to as the "Terms and Conditions") are established between MIRANE, a simplified joint stock company with share capital of 440,605.76 € identified under number 432.454.767 at the RCS of Bordeaux, represented by Mr. Gregoire Cyril MICHEL, in his capacity as President.

(Hereafter designated as the "Service Provider") and (hereafter designated as the "Client").

The Service Provider carries out on behalf of the Client the services of IT services whose details and execution methods are identified in the Annexes hereto (hereinafter referred to as the "Services") as follows:

**Attachment 1:** License Contract for End User of Software

**Attachment 2:** Contract for Subscription and Accommodation

**Attachment 3:** Special Conditions

The parties agree to cooperate closely within the framework of execution of their respective obligations.

**1. Purpose:** The purpose of these Terms and Conditions is to define the conditions under which the Service Provider performs the Services.

**2. Contractual Documents:** The contractual documents are, in order of decreasing priority:

- These Terms and Conditions;
- Attachment 3
- Attachment 2
- Attachment 1

In case of contradiction between documents of different types and of different rank, it is expressly agreed between the parties that the provisions contained in the Special Conditions shall prevail.

**3. Execution of the Services:** The Client is responsible for managing execution of the Services. In particular, it is in control of managing its project, verification, inspection and validation of the Services.

To permit the Service Provider to properly execute the Services, the Client will collaborate and will notably make sure:

- to make all information necessary for performance of the Services available to the Service Provider;
- to express, in the clearest and most exhaustive way possible, its needs, constraints and objectives for each of the Services that are incumbent upon the Service Provider;
- to put the personnel of the Service Provider in touch with all the people in

the company who are concerned by the Services;

- to designate a person to be in charge of the operation, hereinafter referred to as the "Manager", who has decision-making power and all the technical skills to make any decision with regard to the solutions proposed by the Service Provider;

- to refrain from delaying the validations required;

- in general, to inform the Service Provider about any event likely to delay or compromise proper performance of the Services.

To permit the Service Provider to properly execute the Services, the Customer will provide its collaboration and all resources reasonably required by the Service Provider to perform the Services.

In case of difficulty resulting from failure by the Customer to comply with the obligations incumbent on it under these terms and conditions, or in the event of a change in the initial definitions of data, the execution times indicated in the Special Conditions will be revised accordingly.

The Customer agrees to respect the technical recommendations made by the Service Provider for execution of the Services, in particular:

- the Client must respect the conditions of use and storage of materials necessary for performance of the Services, as specified by the manufacturers of these materials, available in the written or online documentation of these manufacturers;
- The Client must respect the technical prerequisites with regard to Internet connection and protection of its IT equipment.
- The client agrees to respect the Hotline process as described in attachment 3 to the special conditions.

**4. Acceptance / validation:** The methods of acceptance testing for the Services are defined, on a case-by-case basis, in the Special Conditions.

By default, once the Services have materialised by the deployment of a dynamic POS solution at one or more sites, the process of acceptance/validation of the Services is the subject of an acceptance Report, signed by the manager of the site or sites where the deployment is occurring. Each Acceptance Report must be signed and returned by mail or fax by the Client or one of its representatives to the Service Provider within 5 working days following the date that it is provided by the Service Provider at the time of installation of the Solution at the site. Otherwise, the Services are deemed as accepted without reserve by the Customer.

**5. Financial Terms:** The financial terms relative to the price and billing for the Services are defined in the Special Conditions.

By default, the conditions are as follows:

- Payment by the Customer of a deposit of 30% of the total price of the Services on the date of signature of this document. Collection of it is contingent upon start-up of the Services by the Service Provider;
- billing of the balance for the Services occurs upon signature of the Acceptance Report mentioned in Article 4 above.
- the payment terms that apply are 30 days date of invoice, by bank transfer or cheque.

In the event of non-payment by the due date, the Service Provider may, automatically and without prior notice, demand late interest from the Client at the rate of twice the applicable legal interest rate, calculated per day late from the due date of the receivable until the date of effective payment. Similarly, any late payment will be subject to late interest.

Travel and accommodation expenses, postage, shipping costs for materials, expenses incurred for supplies and/or documentation provided by the Service Provider are always billed in addition and, unless otherwise agreed, the amounts for them are billed separately at the end of each calendar quarter.

In case of non-payment of these expenses, even partially, the Service Provider may terminate these Terms and Conditions 15 days after formal notice by registered letter with acknowledgment of receipt which has been to no avail, notwithstanding the exercising of any claim for damages by the Service Provider.

**6. Calendar:** The timeframes for execution of the Services are indicative and defined, on a case by case basis, in the Special Conditions.

**7. Duration / Cancellation:** The duration applicable to execution of the Services is stipulated in the Special Conditions.

Unless otherwise specified in the Special Conditions, these terms and conditions shall remain in effect for a fixed period of one year, and may be renewed by tacit approval for the recurring part of the Services, excluding the guarantee for materials, usually limited to 3 years, for periods of the same duration, unless terminated by registered letter with confirmation of receipt by either of the parties, subject to a notice period of three months before the normal date of expiration of the initial period or the renewal period.

In case of breach by one of the parties of its obligations, which has not been remedied within a period of 30 days following receipt of the registered letter with confirmation of receipt mentioning

said breach, the other party may terminate this agreement without prejudice to any damages that it could claim.

In case of expiration or termination of this agreement for any reason whatsoever, the Service Provider will recover the materials or any other element of the Service Provider located at the Client's premises, with the Client having no right of retention over items belonging to the Service Provider.

**8. Intellectual Property:** The Service Provider grants the Client a simple right to use the items resulting from the performance of the Services, subject to payment by the Client of the full price for the Services. This concession is made on a non-exclusive, personal and non-transferable basis. This concession does not extend to the resources and tools used in connection with the Services by the Service Provider, and regardless of whether they are the subject of specific protection (copyright, patents, trademarks, in particular) or to inventions, methods, tools or know-how used, conceived or developed during studies or the Services.

**9. Guarantees of peaceful use:** The Client declares to hold all rights and authorizations over the elements which it could make available to the Service Provider within the framework of execution of the Services. As a result, the Client guarantees the Service Provider against any trouble or claim, any dispossession of any kind or action for infringement, unfair competition or parasitic activities exercised by any third party on the basis of the elements mentioned in the previous paragraph.

**10. Liability:** The Service Provider agrees to comply with standard industry practices and executes the Services within the framework of an obligation of means. In any event, the total amount of compensation that the Service Provider may be required to pay to the Client for all cumulative direct losses, and provided that the Customer provides proof of breach of an essential obligation attributable to the Service Provider, is limited to the sums actually received by the Service Provider within the framework of this document on the day of occurrence of the damage. This limitation of liability does not apply to bodily harm that may be caused by the Service Provider during performance of the Services. By express agreement, the Service Provider is released from any liability for delay or damage resulting from insufficient information and/or documentation provided by the Client and, in general, in case of failure by the Client to respect its obligations. The liability of the Service Provider is excluded for all indirect damage including, notably, loss of data, files, profits, brand image, margins, turnover and operating losses.

**11. Subcontracting:** The Service Provider reserves the right to subcontract

all or part of the Services performed within the context of these terms and conditions.

**12. Non-poaching:** The Client agrees that it will not hire or seek to employ, directly or through an intermediary, any employee of the Service Provider intervening in accordance with these terms and conditions. Failure by the Client to comply with the provisions of the above paragraph will involve payment to the Service Provider of a set amount equal to the gross annual remuneration that the employee has received or should have received before his departure.

**13. Confidentiality:** Documents, information or concepts of any kind, with which each of the parties may have become familiar or which may have been provided by the other party, prior to or during execution of these terms and conditions, are strictly confidential and each of the parties is prohibited from disclosing them. This reciprocal obligation of confidentiality does not extend to information, documents or concepts that are available publicly, and will apply for the duration of these terms and conditions and for ten years after they have terminated for any reason.

**14. Insurance:** The Client declares to be insured with an insurance company that is known to be solvent and that is established in France, for all the harmful consequences of activities for which it could be held responsible within the framework of performance of the Services, and declares that it is up to date with payment of its premiums so that the Service Provider is able to assert its rights.

**15. Force Majeure:** A party cannot be held responsible, vis-à-vis the co-contracting party, for non-performance or delay in performance of its obligations under these terms and conditions which is due to occurrence of a case of force majeure, resulting from any event or circumstance external to it, of an unavoidable and unpredictable nature. In particular, the following will be considered as "external" to the co-contracting party that avails itself of it for the following events: fire, flood, explosion, requisition, embargo, ban against the transfer of currency, war or revolution. Labour disputes within the organization of the co-contracting party will not be considered a case of force majeure.

**16. Transfer:** Transfer or assignment of all or a portion of the rights and obligations resulting from these Terms and Conditions and from the applicable Special Conditions is prohibited, except with express prior agreement between the parties.

**17. Exclusivity-competition:** The Service Provider is not bound to the Client by any obligation of exclusivity or non-competition.

**18. Communication**

As of the date of signature of this document, the Service Provider is authorized to mention the name of the Client, as well as the Services provided, as a reference, particularly in commercial documents, brochures, websites or in its showroom. The Client also authorizes the Service Provider to take pictures, as an illustration, of the POS areas at one or more sites where the Mirane Solution has been deployed in accordance with these Terms and Conditions, after validation by the Client. In the interest of taking common advantage of the project developed, the Service Provider will be able to carry out more substantial communication activities, after obtaining written validation by the Customer, which could include, for example:

- drafting and distribution of a press release, a client case
- demonstration at a trade show.

#### **19. Miscellaneous provisions**

If any of the stipulations herein is declared null and void, it shall be deemed as unwritten, and the other stipulations would retain their full validity. Invalidation of one of the stipulations of these terms and conditions would only result in cancellation of all of them if this stipulation were to be considered, in the minds of the parties, as essential and, thus, that this invalidity disrupted the general balance of the terms and conditions.

If the title of a clause contradicts the terms of the clause, it will not be taken into account.

The parties acknowledge that they are each acting on their own behalf as independent companies and will not be considered as one another's agent. Nothing in these terms and conditions shall be construed as constituting an association, a franchise or a partnership between the parties for any reason whatsoever.

Failure by a party to avail itself of a breach by the other party or late and/or partial exercising of any of its rights or remedies under these Terms and Conditions shall not be construed as a waiver of the obligation, rights or remedies in question.

These Terms and Conditions and the applicable Specific Conditions represent the entire agreement between the parties with regard to the Services. They cancel and replace any prior oral or written agreement relative to their subject. Any modification of these Terms and Conditions and of the applicable Special Conditions must be the subject of an amendment signed by each of the parties.

These Terms and Conditions, and the applicable Special Conditions, are governed by French law.

For the needs of execution of these terms and conditions, the parties elect domicile as their respective head offices.

**20. Assignment of jurisdiction:** Any dispute relative to these Terms and Conditions and Special Conditions that has been the subject of an attempt at amicable resolution that was unsuccessful, will be submitted to the

competent court within the jurisdiction of the Bordeaux Court of Appeal, notwithstanding multiple defendants or guarantee claims.

**21. Notifications:** Any formality of notification within the context of the execution of these terms and conditions shall be made in writing in the form of a registered letter with acknowledgment of

receipt to the respective addresses of the parties as stipulated herein.

**ESTABLISHED IN CENON on**  
.....  
**IN TWO ORIGINAL COPIES**

**The Service Provider                      The Client**

## ATTACHMENT 1

### End User License Agreement

#### END USER LICENSE AGREEMENT FOR SOFTWARE Mirane HighView

#### IMPORTANT - READ CAREFULLY:

The Mirane HighView software and this license agreement are exclusively for professional users;  
This End User License Agreement (the "EULA") constitutes a contract between you (individual or company) and Mirane S.A.S. regarding the Mirane HighView software (the HighView software consists of player software and an accessible administration interface in ASP mode) that accompanies the EULA, and includes associated media and Internet services (the "software"). The software may be accompanied by an amendment or addendum to this EULA. By installing, copying or using this software, you agree to be bound by the terms of this EULA. If you disagree with the terms of this EULA, you must not install, copy or use the software.

You also acknowledge having attended the demonstration of operation of the software, given by the staff of Mirane. If you have not attended this demonstration, we ask that you not install the software, and contact Mirane beforehand for a demonstration session to be organized. Any installation or use without prior demonstration is done at your own risk.

#### ARTICLES

**Concession of license:** Mirane grants you the following rights, provided that you comply with all the terms of this EULA:  
**Installation and use:** you are allowed to install and use a copy of the software on a personal computer or other device, or even a network server accessible by multiple people, use the software credentials and passwords to use the web-based services of the administration interface.

**Licensing for documentation:** the documentation that accompanies the Software is licensed for reference only for internal and commercial purposes.

**Description of other rights and limitations**  
**Mandatory activation**  
This software contains technologies designed to prevent fraudulent use of the software. You may not be able to exercise your rights over the software under this EULA after a limited number of product launches, unless you activate your copy of the software as described in the launch sequence. You may also need to reactivate the software if you change your computer hardware or software. Mirane will use these technologies to verify that you have a properly licensed copy of the software. If you do not use a licensed copy of the software, you are not allowed to install the software or its future updates. Mirane does not collect any personally identifiable information about your device during this process.

**Limitations:** The software runs on the Microsoft Windows XP SP1 and Microsoft Windows XP SP2 operating systems. Mirane does not guarantee operation on the earlier

and later versions of these operating systems. Make sure your computing environment is compatible with these limitations.

#### Reserved rights and ownership.

All rights not expressly granted to you in this EULA are reserved by Mirane. The software is protected in France by legal provisions on intellectual property and abroad by international laws and treaties on copyright and intellectual property. The rights of ownership, copyrights and other intellectual property rights over the software belong to Mirane and its suppliers. The software is not sold but licensed. This EULA does not grant you any rights over trademarks or service marks belonging to Mirane. Microsoft, Windows and the Windows logo are registered trademarks of Microsoft Corporation.

#### Limitations on reverse engineering, decompiling, disassembly and corrections.

You may not reverse engineer, decompile, or disassemble the software, except to the extent that such transactions are expressly permitted by applicable law notwithstanding this limitation. Any corrections must be made by Mirane.

#### Ban against loan and rental

You are not authorized to loan or rent the software.

**Authorization to use the data.** You authorize Mirane and its affiliates to collect and use the technical information collected as part of the support services provided to you, if applicable, relating to the software. Mirane may use this information for the sole purpose of improving its products or providing you with personalized services or technologies, and agrees not to disclose this information in a form that identifies you personally.

#### Links to third-party sites.

Mirane is not responsible for the content of third-party sites or services, the links they contain, or any changes or updates made to them. Mirane provides these links and access to third-party sites and services for your convenience only, and the insertion of any link or access does not imply endorsement of the site or service by Mirane.

#### Software/additional services.

This EULA applies to any updates, add-ons, complementary modules or Internet services for the software provided or made available to you by Mirane after the date on which you obtained your original copy of the software, unless other conditions are applicable to them. Mirane reserves the right to terminate the Internet services provided or made available through the software.

#### Updates.

Any updates to the software may be made available for download. To use software presented as an update, you must be licensed to use the software identified by Mirane as eligible for the update. Starting from installation of the update, you are no longer allowed to use the original software that created your update, except as part of the updated software.

#### Software for resale if prohibited.

If the software is marked "revente interdite" (resale prohibited), you may not resell or transfer the software for consideration, or use it for purposes other than demonstration, testing or evaluation.

#### Separation of the components.

The software is licensed as a single product. It is not permitted to separate its components for use in more than one device.

#### Storage / networking / relocation.

This EULA does not authorise you to install or use the software on multiple computers within your company. Similarly, you can install a copy of the software on a storage unit (such as a network server for example), but you cannot install or run the software on other computers connected to the storage unit without acquiring a separate license from Mirane. If you want to install the software on multiple computers, please contact Mirane for the necessary licenses. You can uninstall the authorized copy of the software to reinstall it on another storage unit; any movement of the software must be accompanied by uninstallation of the original copy, so that the software is installed on only one central unit at any time.

#### Guarantee.

The product is designed and offered as a general-purpose product and is not intended to meet the particular needs of any user. You acknowledge that the product is not error-free and that we strongly recommend that you back up your files regularly. Provided that you have a valid license, Mirane guarantees that (a) operation of the product will, for that which is essential, be in accordance with the description contained in the written documentation accompanying the product, for a period of ninety (90) days from the date of receipt of your product license or for the shortest period of time permitted by applicable law, and (b) the support services provided by Mirane will comply, for that which is essential, with the description in the applicable printed documents provided to you by Mirane, and Mirane's support engineers will make reasonable efforts and will use all their skills to resolve any problems submitted. In the event that the product does not comply with this guarantee, Mirane may either a) repair or replace the product, or b) refund the price you paid. This guarantee will not be applicable if the defect of the product results from an accident, use having caused damage or inappropriate use. Any replacement product will be guaranteed for either the period remaining of the original guarantee period or thirty (30) days, whichever is longer. You acknowledge that the above guarantee is your only guarantee for the product and any support services. To the extent permitted by applicable law and subject to the foregoing guarantee, Mirane excludes all guarantees, conditions and other terms, express or implied (whether legal, customary, indirect or otherwise), notably including implicit guarantees of satisfactory quality and suitability for a particular purpose in relation to the product and the written documentation accompanying the product. All guarantees that cannot be excluded are limited to ninety (90) days or the shortest period of time permitted by applicable law, whichever is longer.

**Limit of liability**

To the fullest extent permitted by applicable law and unless otherwise stated in the Mirane Guarantee, Mirane and its suppliers shall not be liable for any damages of any kind (including loss of business profits, interruptions of activity, loss of commercial information or any other financial loss) resulting from use or inability to use the product, even if Mirane has been advised of the possibility of such damage. In any event, Mirane's entire liability under any stipulation of this contract shall not exceed the amount that you actually paid for the product. These limitations do not apply to any liability that cannot be excluded or limited under applicable law.

**Cancellation.**

Without prejudice to the legal remedies available to Mirane, it may cancel this EULA

at any time if you fail to comply with any of its terms. This cancellation will take place automatically and without formalities, and will take effect once Mirane sends a simple letter of termination. In this case, unless you have Mirane's special permission, you must immediately destroy all copies of the software and all of its components. If necessary, Mirane will allow the necessary time for the Client to find an alternative solution. During this period, the client will be liable for the prorated amount due for recurrent services up to the end of the period of use.

**Entire agreement / independence of the clauses.**

This EULA (including any addendum or amendment to this EULA that is included with this software) constitutes the entire agreement between you and Mirane

concerning the Software and cancels any prior or present communications, proposals or declarations, oral or written, relative to the software or another subject addressed by this EULA. To the extent that the terms of Mirane's rules or programs relating to Support Services are in conflict with the provisions of this EULA, the terms of this EULA shall prevail. If any provision of this EULA is found to be null and void, invalid, illegal or unenforceable by any competent jurisdiction, the remaining provisions shall remain fully enforceable.

**Jurisdiction - Applicable law.**

This EULA is subject to French law. In case of dispute, only the Courts at the location of the registered office of the Company holding rights over the software will be competent.

## ATTACHMENT 2

### CONTRACT FOR SUBSCRIPTION AND HOSTING OF PROGRAMS INTENDED TO BE USED IN A PUBLIC SPACE

#### Preamble

MIRANE has acquired skills in the area of point-of-sale advertising associated with new technologies. It offers a range of products and services to its professional clients. The customer wishes to modify a public space of one or more of its establishments by adding one or more screens, and to be able to manage the broadcast using HighView (© mirane 2005) software that it acquired previously. To do so, the client wants to access the administration interface and a set of predefined programs (hereafter referred to as "the content") and have this content and other content that belong to it hosted by MIRANE. For this purpose, the client has chosen MIRANE as its service provider, whose activities consist of providing programs, means of access and hosting web-based services.

#### Definitions

CONTENT: any type of video, text, image or multimedia files, in accordance with the documentation of the software, succeeding each other so as to constitute programming.

HIGHVIEW: the HighView software consists of player software and an administration interface accessible in ASP mode and which includes associated media and web-based services

SUBSCRIBER: user and holder of a MIRANE user name and password.

SUBSCRIPTION: right of use from MIRANE.

#### Purpose

The purpose of this contract is to define in France, Europe and for the whole world, the subscription conditions under which MIRANE provides its clients with access to an administration interface, the hosting of content, the distribution of media services, as well as the rights and obligations of the parties.

Any use of the HighView software is subject to compliance with these terms and conditions.

#### Article 1 – Subscription of the subscription contract

1.1 – Subscription is done directly with MIRANE or on its www.mirane.com site or with a certified distributor.

1.2 - The subscriber agrees to fill in all the fields to be completed in the special conditions.

1.3 - The subscriber must be able to prove its identity and its address written in the documents included in the special conditions.

1.4 - Each serial number of the Mirane software must be associated with a separate subscription procedure.

1.5 - MIRANE reserves the right not to register a subscription request from a natural person or legal entity that does not agree to comply with the terms and conditions or special conditions.

1.6 - The subscriber recognizes the right of MIRANE to bill for any additional service

based on pricing terms in effect.

1.7 - Subscription rates may vary based on evolution of economic circumstances and the services offered. Any rate increases will be indicated to the subscriber before they are applied.

1.8 - The subscriber acknowledges having read and accepted the terms and conditions of the MIRANE offer when registering on the www.mirane.com site, or having received from MIRANE, on the day of subscription, a copy of the terms and conditions of the MIRANE service offer.

#### Article 2: Duration

2.1 - By this agreement, the subscriber is granted the right to use the MIRANE services for the duration specified in the special conditions whose effective date is defined in article 3. This contract will be renewed by tacit approval unless terminated in accordance with article 12.

#### Article 3: Delivery and effective date

3.1 - the subscription contract is only transferable with prior agreement between the parties.

3.2 - As soon as the payment made by the subscriber is validated, the MIRANE service is deemed as delivered.

#### Article 4: Obligation of MIRANE to subscribers

4.1 - MIRANE agrees to set up and maintain an online subscriber assistance service.

4.2 - MIRANE agrees, except in case of disruptions inherent to external service providers or suppliers, to do its utmost to provide subscribers with a right of use to Mirane service. Meanwhile, MIRANE has no control over functioning of the Internet. Therefore, MIRANE cannot be held responsible for any interruption of MIRANE service, regardless of the duration, reason and/or nature. Any harm resulting from a loss of data or an interruption of a service cannot engage the liability of MIRANE.

#### Article 5 - Obligations of the subscriber

5.1 - The subscriber is responsible for payment of all the amounts billed under this subscription contract. It agrees to respect the payment terms defined in the special conditions.

5.2 - The subscriber must inform MIRANE of any change of address within a week.

5.3 - The agrees to respect all intellectual and industrial property rights pertaining to MIRANE. Under no circumstances may the subscriber use MIRANE for a purpose outside the scope of this subscription.

5.4 - The subscriber agrees to control the informational content of the messages broadcast. The subscriber will have to be diligent in making MIRANE aware, as quickly as possible, of any complaints and, in general, all facts likely to affect functioning of the service, notably in its relations with the public.

5.5 - The subscriber agrees to complete all the input fields intended to identify the subscriber appearing in the special conditions, and to provide a link e-mail address.

#### Article 6 - Confidentiality

By express agreement between the parties, this document is intended to remain confidential between the parties. Each of the parties shall consider themselves

bound by true professional secrecy with regard to the information of any kind provided to it within the context of this contract, particularly regarding the means and methods used and the confidential information, as well as, in general, with regard to any information received during the execution of these terms and conditions. All documents, files, details, information and technical processes provided to one party by the other shall be considered by the other party as strictly confidential. It is understood that all such documents, files, details, information and technical processes remain the exclusive property of the party disclosing them.

The parties agree to have this clause respected by their employees.

The obligation thusly specified will remain in effect beyond the end of the contract for any reason whatsoever.

#### Article 7 - Billing

7.1 - The invoices concern the MIRANE services subscribed by the subscriber. The prices and how they are applied are indicated in documents prepared by MIRANE for the benefit of its subscribers. The invoices are established by MIRANE according to the method of payment and sent by email to the billing contact specified at the time of registration.

7.2 - An invoice that has not been contested by the subscriber within thirty days from its date of issue is deemed as definitively accepted by the subscriber, with regard to its principle and amount. Disagreement expressed by the subscriber about an invoice may not under any circumstances represent grounds for non-payment of said invoice; any reduction of the disputed invoice will result in the issuance of credit to be deducted from the following invoice.

#### Article 8 - Terms of payment

8.1 - The full amount of sums due must be paid by the due date. Payment is made according to the method of payment stated in the special conditions.

8.2 - Invoices are payable by the due date stated on the invoice.

8.3 - In the event of late payment or, in the event that a payment order issued to MIRANE is not honoured, the subscriber automatically accepts the applicable regulations in effect. In the event of a delay of more than 15 days, use of the service may be temporarily interrupted: the data continues to be hosted and the invoices issued remain due.

8.4 - Payment of the subscription may be subject to withdrawals from the subscriber's bank account after express approval has been obtained beforehand from this subscriber.

#### Article 9 - Suspension / Interruption of Services

9.1 - Each of the parties reserves the right to terminate the contracts that bind them, under the conditions of article 12, if the other party fails to comply with one of its obligations provided for in these terms and conditions and in the special conditions.

9.2 - In the event that the contractual fault lies with the subscriber, MIRANE is authorised to immediately suspend the subscription. The subscriber remains bound by the obligations of article

5.1 of these terms and conditions.

9.3 - The MIRANE service may be interrupted in the cases of force majeure mentioned in article 11 of this contract, and MIRANE may not be held responsible.

9.4 - MIRANE reserves the right to refuse to broadcast information, data or images proposed by the client if they are likely to offend morality, in general, if they do not correspond to the image of the services offered by MIRANE. MIRANE agrees not to disseminate on its servers, by its own actions, any information which could be in violation of legislation in effect. It is agreed that MIRANE may refuse or accept any content, for any reason, at any time and without incurring liability for this act, upon simple notification by email.

MIRANE may also suspend the broadcast of content, without any risk to its liability, in the event that it is likely to be contrary to legal and regulatory provisions in effect.

#### **Article 10 – Liability of MIRANE**

10.1 - The MIRANE service may be disrupted. MIRANE cannot be held liable in the event of momentary failure of the system, degrading the quality of the service or in case of interruption of this service, particularly in case of maintenance work, reinforcement or extension of the installations.

10.2 – Furthermore, the responsibility of MIRANE cannot be engaged in case of improper use of the MIRANE services by the subscriber.

10.3 - Any direct or indirect harm, tangible or intangible, suffered within the framework of use of MIRANE services, for example due to loss of customers, sales and generally any other loss or damage, regardless of the nature, may not result in any compensation, particularly financial compensation, from MIRANE if this latter company has complied with its obligations under article 4.

10.4 - the client declares to be familiar with the digital networks, their characteristics and their limits. It recognizes in particular that:

- data transmissions over the Internet are related to network limitations and technical feasibility as well as saturation periods during the day;

- access to or from certain private networks may depend on particular agreements and be subject to access restrictions;

- hosted content, in case of piracy, can be reproduced, copied, represented and generally distributed without geographical limitation, since it is accessible to any user of the network regardless of his location.

- data circulating on the Internet is not protected against possible rerouting and that, as such, the communication of the passwords,

confidential codes and generally any sensitive information is done by the subscriber at its own risk;

- due to the fact that it is made available to users, the content of the client and of MIRANE may, despite reasonable security measures applied by MIRANE, be the subject of unauthorized third-party intrusions and, as a result, may be flawed.

The liability of Mirane may only be incurred for any proven direct damage and is expressly limited, for all cumulative damage, to amounts effectively received by this latter company as of the day of occurrence of said damage, with its liability for indirect damage including, in particular, the elements specified in article 10.3 above, being expressly excluded.

#### **Article 11 - Responsibility of the subscriber**

The subscriber is responsible for all information, hypertext links, images, logos and any other signs appearing within the content it produces. Under no circumstances may MIRANE be involved to guarantee a claim for any sign and/or information present in the content of the Subscriber.

The subscriber assumes full responsibility for the content it produces and makes available to the public. This responsibility also extends to use of this service both for its own needs and those of its clientele. It agrees to respect laws and regulations in effect in France, notably and non-exhaustively, those which govern the functioning of online services, audio-visual activities, commerce, information, the protection of minors, the respect of human beings and intellectual property.

As such, as may be necessary, it is up to the client:

“To execute all formalities required by legal and regulatory texts in effect and necessary for the creation, opening and dissemination of its telematic services, and particularly those specified in articles 37 and 43 of law No. 86 - 1067 of 30 September 1986.

“To proceed with all useful declarations and, in particular, with the CNIL as regards nominative files.

This editorial responsibility includes the content of all advertising and promotional messages that it broadcasts, regardless of their form.

#### **Article 12 - Force majeure**

The MIRANE service may be interrupted in case of force majeure. Cases of force majeure are those retained by the French courts and, notably, modification or closing of the MIRANE service, technical failure of the

MIRANE IT tools, total or partial strikes at MIRANE or at one of its subcontractors. In case of force majeure (exceeding a period of two months), subscription of the contract may be terminated by the parties without either of them being able to claim compensation.

#### **Article 13 - End of contract/Termination**

12.1 - After the first month, during which the Subscriber may, at any time, terminate the contract by registered letter with acknowledgment of receipt, the subscription contract may be terminated after one year, with notice of one month, by registered letter with acknowledgment of receipt. After the first month of subscription, any month started is billable as an entire month. Termination will only take effect after the subscriber has removed access to the service.

12.2 - The subscription contract may be terminated by MIRANE, at any time and without prior notice, without the subscriber being able to claim any compensation, in the following cases:

- breach by the subscriber of one of its contractual obligations,
- non-payment by the subscriber of amounts due to MIRANE, (after formal notice which has been to no avail for eight days),
- shutdown of the service by the operator,
- force majeure of more than two months as specified in article 11.

12.3 - Termination will involve the obligation for MIRANE to delete all the data hosted on its servers.

#### **Article 14 - Assignment of jurisdiction**

In the event of a dispute concerning execution or interpretation of the provisions of this contract, in the absence of any prior settlement, only the Commerce Court of Bordeaux will be competent.

#### **Article 15: Right of communication and rectification**

According to the French law “Informatique et Libertés” No. 78-17 of 7 January 1978, the subscriber has a right to receive and rectify his personal information. All requests must be sent to MIRANE's registered office by simple letter.

#### **Article 16: Right of quotation**

The subscriber authorizes MIRANE to mention its name and use its logo for reference (notably by inserting a link on the site(s) of MIRANE to the subscriber's site).

#### **Article 17 - Files**

MIRANE informs the subscriber that it has proceeded to the formalities imposed by the law of 7 January 1978 relative to the Information Systems and Freedoms.

