



General Terms and Conditions

1. Presentation of Parties

These general terms and conditions (hereinafter, 'the General Terms') govern the orders for services placed by business clients with Infinite Value, acting under Auxime SAS, with a registered share capital of 50,000€, whose registered office is located at 9 quai Jean Moulin, 69001 Lyon, and is registered at the Trade and Companies Register of Lyon under number SIRET 40432851000023, represented by its legal representative, Mrs Claudine Joimel (Hereinafter referred to as 'the Service Provider,')

2. Contractual documents

The Agreement includes the contractual documents listed below to the exclusion of any other and in decreasing order of importance:

- The signed Quotation(s) and any amendment(s) ('Order' or 'Quotation')
- The Special Conditions that may apply to a requested service
- These General Terms
- Any appendices

These contractual documents are mutually explanatory. However, if there is a contradiction between them, the higher-ranking document shall prevail.

The Client waives the application of its own general terms and conditions. The stipulations set out in invoices may under no circumstances deviate from the stipulations of the above-mentioned contractual documents.

The Agreement forms the entire and unique agreement between the Parties with respect to the provisions contained within it. Consequently, as soon as it comes into effect, it replaces any contract, agreement, written correspondence, verbal agreement or other forms of negotiation. This includes previous versions of the contractual terms which may have occurred between the Parties prior to the effective date of this Agreement and which had the same purpose, unless the Client states its express disagreement in a letter, sent by registered post with proof of delivery, within 15 days from the date it received this Agreement.

3. Establishment of the Agreement

The Client initially contacted the Service Provider to explain its needs.

After an evaluation and negotiation phase, in which the Service Provider presented its services and informed the Client, the Service Provider sent its future Client one or more Quotations, these General Terms and any applicable Special Conditions and Appendices, which after being accepted by the Client, jointly form the Agreement.

During the initial information phase, the Client undertakes to send the Service Provider its written statement of requirements and any

useful information to help determine the specific nature of its business.

The Client has a 30-day period from receiving the Agreement to accept it, unless otherwise stated in the Quotation. After this period expires, the Quotation becomes null and void.

The Agreement is considered to be in effect as soon as the Service Provider receives the signed Agreement from the Client.

It is specified that the Agreement is not subject to the French Consumer Code since the services which the Service Provider provides are only intended for business Clients.

Moreover, this Agreement departs from the provisions of Articles 1127-1 and 1127-2 of the French Civil Code for agreements entered into digitally.

4. Details of the Service Provision

The Service Provider shall provide the services described in the Quotation(s), in accordance with the General Terms, the Special Conditions and any appendices to the Agreement (hereinafter the 'Services')

The following Services may be provided:

- ✓ Auditing procedures, organising and achieving profitability of licensing programmes
- ✓ With the Client's agreement, monitoring and managing audits performed by third-party service providers for the Client
- ✓ Providing consulting and support on strategic development and profitability of Intellectual property (commercial exploitation)
- ✓ Licensing programme outsourcing management

Where agreed, the Service Provider will deliver reports or minutes to the Client (Deliverables).

The Service Provider is bound by a best endeavour obligation and not a performance obligation. It undertakes to make every effort to properly perform the Services and keep the Client informed of any difficulties that may arise during Service Provision.

The Quotation(s) may provide completion time lines for Service Provision. These will be indicative, not mandatory, unless this is expressly stipulated on the Quotation as 'mandatory deadlines.'

5. Services Performance methods

Unless otherwise stated, the Services will be performed remotely.

The Client will designate a specific contact person before Service Provision commences.

Similarly, the Service Provider shall designate a special contact person for the entire Service Provision period.



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To make the collaborative process seamless, the Service Provider may recommend that the Client use one or more software programmes.

In certain cases, and notably to ensure that the Client's data and information is kept confidential, it may be necessary that all or part of the Services are performed in the Client's offices. In this case, the Client undertakes to provide the Service Provider with a dedicated room along with the necessary resources to perform the Services. The Service Provider's staff, who may be required to work in the Client's offices, shall comply with the provisions of the in-house health and safety regulations effective in the premises. The Service Provider's teams will work during the Client's office opening hours. The Service Provider shall set the working hours for its staff within these time periods.

6. Agreement Term

The Agreement is entered into for an initial period defined by the Parties in the Quotation.

If no term is set out in the Quotation or the applicable Special Terms, the Agreement is entered into for the period during which the Services are provided.

Licensing programme outsourcing management services are entered into as a 12-month commitment unless a different term is stated in the Quotation (initial term). At the end of this initial term, these Services will be automatically extended for new terms of identical time periods. However, each Party may send written notice to the other Party of its intention to terminate the Services, provided it gives one month's notice before the term is reached. The agreed fee will nevertheless remain fully due until the end of the agreed term, if the Client terminates the Agreement before the term.

7. Modification - Order Cancellation

If the Client modifies or cancels the requested Order after signing the Agreement, this shall only be accepted if it sends written notice to the Service Provider, no later than 7 working days from the date on which the agreed Services commenced. If a modification is requested, the Parties must sign a new Quotation or an amendment to the Agreement.

8. Fees

The Service Provider fees are stated in the Quotation. The fees do not include VAT, any expenses (travel, meals, accommodation, equipment purchases or any other costs) which are invoiced separately.

The fees for licensing programme outsourcing management are invoiced as a lump sum. This lump sum depends on the number of licenses managed and their level of complexity.

For Services extending over more than one year, the Service Provider may revise its fees once a year on 1 January or on the Agreement's anniversary date, based on the following equation: $F_n = F_o \times (S_n/S_o)$.

Where:

F_n = represents the applicable fees recalculated for the year,

F_o = represents the initial fees

S_n = represent the latest SYNTEC index known on the day the fees are revised,

S_o = represents the SYNTEC index on the day the Agreement came into effect.

9. Invoicing and Payment

The Client is informed and agrees to receive a soft copy of the invoice corresponding to the Quotation(s).

The Service Provider will send the Client one or more invoices in accordance with the schedule provided in the Quotation. If nothing is mentioned, the Client shall pay a deposit of 30% of the fees due by wire transfer on signing the Quotation.

Unless otherwise stated on the invoice, this is payable within 30 days from the date the invoice is raised.

However, the licensing programme outsourcing management Services are invoiced monthly and payable in advance within 15 days of the invoice being raised.

Any payment made after the expiry of the time limit shall give rise to late payment penalties, by applying interest at 10 basis points above the European Central Bank's most recent interest rate on the main refinancing operations. In addition, a lump sum compensation for debt collection of 40 euros will be applied.

Late payment penalties are due without having to issue a reminder.

10. Obligations of Parties

10.1. Service Provider's obligations

The Service Provider undertakes to provide the Client with advice during the Agreement performance to ensure that the Services can be delivered under the best possible conditions.

As such, the Service Provider specifically undertakes to:

- recommend any additions, modifications which it considers desirable in order to improve the Services;
- propose, and if the Client agrees, implement optimisation solutions;
- advise the Client if any of its requests may call into question the expected objectives or the chosen solutions for the Services.

The Service Provider shall take all necessary steps to perform the commissioned Services under the safety conditions that comply with the legal obligations in effect. As such, it must not perform any services which do not come directly from, or have not been requested by the Client, deliver the results to unauthorised persons or allow any unauthorised person to enter its offices.

The Service Provider is responsible for selecting and assigning team members who have the necessary skills and professional qualities to be in charge of performing the Services. The Service Provider undertakes to take all necessary steps to maintain the same level of quality in its team members throughout the Agreement term.

10.2. General obligations of the Client

The Client shall promptly provide the Service Provider with any information and documents (copy of licensing agreements, royalty statements, etc.) that the Service Provider considers necessary for the proper performance of the services as defined in the Agreement.



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Depending on the type of Services, the Service Provider may ask the Client to draw up detailed specifications, which will be appended to the Agreement.

The Client is responsible for checking the services performed by the Service Provider. If no claim is made within 15 days from the Service completion date, these shall be considered as accepted.

The Client undertakes to settle the fees for the Services performed by the Service Provider in accordance with the terms of the Agreement. The Client may under no circumstances offset, reduce or modify the fees or suspend payment in advance.

The Client is solely liable:

- for its strategic, financial, commercial and legal choices,
- for negotiating and drafting the legal aspects of its agreements, especially the licensing agreements,
- for anticipating any necessary organisational changes, and change management resulting from the Services provided by the Service Provider,
- for using the conclusions, results and recommendations provided by the Service Provider,
- for the content and quality of the files and documents it gives to the Service Provider.

11. Non-disclosure

The Parties acknowledge the confidential nature of any information or data exchanged between them for Agreement performance and undertake not to disclose it, with the exception of (i) data accessible to the public, (ii) data already known by the receiving Party, (iii) data obtained by the receiving Party through independent, internal developments undertaken in good faith by its staff members, who did not have access to the confidential information or (iv) any contrary provision expressly agreed between the Parties.

The receiving Party must treat any confidential information provided by the other Party in the same way that it would treat its own confidential information and it must only use it for the Agreement's purposes. This clause remains applicable for a period of (5) years after the end of the Agreement.

12. Intellectual Property

The Client is and remains the owner of all the intellectual property rights for the data, files, documents, trademarks, texts, visuals, etc., covered by such rights, sent or made available to the Service Provider in the context of performing the Agreement.

This Agreement does not entail any transfer of intellectual property rights to the Service Provider in respect of these 'works', other than the rights necessary for it to fulfil its obligations under the Agreement.

The Client grants the Service Provider a licence on its intellectual property 'works' used in the context of the Services. This license is free, non-exclusive, personal and non-transferable. Unless otherwise specified in the Quotation, this license is granted worldwide for the duration of the Services.

This license shall include the right to use, adapt, perform and represent and reproduce these intellectual property 'works' in any media.

The Client states that it owns all the intellectual property rights relating to the intellectual property 'works' concerned by the Service Provider's assignment and/or that it provides to the Service Provider as part of the Services.

The Client states that it has obtained all the necessary authorisations and that it is personally liable for any third-party claim in this respect. It holds the Service Provider harmless against any law suit or conviction for liability and/or infringement. It shall refund any damages, fines, costs and expenses that the Service Provider may be required to pay to a third party in this respect.

13. Force majeure

Neither Party may be held liable for any delay or breach due to the occurrence of a Force Majeure event usually recognised by case law in French courts. In any event, the Parties contractually agree that a third-party act resulting in Force Majeure event as provided for in this article, includes any damage originating from or caused by: power cuts, telecommunications network failures, a strike, riot or popular uprising, civil or foreign war, a terrorist attack, bad weather or an earthquake.

If a Party wishes to invoke a case of Force Majeure, it must inform the other Party by registered letter with proof of receipt as soon as it becomes aware of such an event. As soon as the effects resulting from the invoked Force Majeure event have ceased, the affected Party must immediately resume performance of its obligations.

If the effects of a Force Majeure event continue for more than 15 days, the Parties agree that this Agreement may be automatically terminated by the first party to take action, by registered letter with proof of delivery, without this affecting the payment terms of the completed Services.

14. Assignment – Subcontracting

In general, the Client authorises the Service Provider to subcontract all or part of the Services.

In the event of subcontracting, the Service Provider shall remain liable with respect to the Client for ensuring that the selected Processing subcontractor performs the Services and the Agreement properly.

The Service Provider is authorised to assign all or part of the Services provided that it first informs the Client. If the Service Provider assigns this Agreement, it shall not in any way be held jointly and severally liable for the proper performance of the Agreement.

15. Personal Data

As part of the Agreement, the Service Provider may be required to process personal data on behalf of the Client.

The personal data protection rules are set out in the Personal Data Protection Special Conditions, as well as, if necessary and in addition, in any other written document (Quotation, appendix, etc.).

16. Liability



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The Service Provider is bound by a best endeavour obligation and may be held liable in the event of a directly attributable and proven fault.

The Service Provider does not provide any guarantees whatsoever. The Service Provider may only be held liable for direct damage attributable to it, as part of the Agreement. Indirect damages are excluded (including loss of turnover, profits, loss of orders, loss or breach of files, data, loss of opportunities, harm to image or disorganisation). The Service Provider is only liable for the tasks expressly assigned to it under this Agreement.

The Service Provider cannot accept liability for acts attributable to the Client's 'works' on which the Service Provider is asked to work under the Agreement.

The Service Provider may not be held liable in any way for the way in which the Client or third parties use the 'works' provided, nor for the content or data collected and processed by the Client.

Under no circumstances shall the Service Provider accept liability in the following cases:

- fault, negligence, omission or breach on the part of the Client or a third party, which constitutes the exclusive cause of damage,
- malfunction or unavailability of material or immaterial property when this has been supplied by the Client,
- any negligence or omission of a third-party other than a Processing subcontractor over which the Service Provider has no supervisory control or power,
- loss or accidental destruction of data by the Client, or a third party, using the Client's log-in details.
- force majeure as defined in the Force majeure article of this Agreement.

The Service Provider may under no circumstances be held directly liable by a third party to the Agreement, since the Service Provider is only contractually liable to the Client.

The Parties agree that for any loss, the Service Provider's liability is limited to the amount collected (excluding VAT) by the Service Provider under the Quotation concerned by the fault.

17. Insurance

Each Party undertakes to take out an insurance policy to cover its civil professional liability for all activities and obligations resulting from this Agreement.

Each Party undertakes to keep this policy up-to-date during the entire term of this Agreement. If the other Party so requests, the Party must provide proof by producing an insurance certificate which lists the cover included in the policy, the amount of cover and the policy term. Any change, suspension, rescission or termination of this insurance policy, for any reason whatsoever, must be immediately reported to the other Party.

18. Termination

If one Party is in breach of one of its obligations under this Agreement, the other Party shall be entitled to automatically

terminate this Agreement without affecting any damages it may be entitled to claim as a result of the invoked breaches. Before termination, the Party must have first sent formal notice by a registered letter with proof of receipt, which was unheeded.

19. Agreement on proof

The Client acknowledges the validity and probative value of the electronic correspondence and records made by the Service Provider and accepts that such records have the same probative value as if they had been written by hand. Any data, computer and digital files saved on the Service Provider's IT infrastructure shall prevail as proof of the facts to which they refer.

20. Independence of Parties

The Parties remain independent professionals and are only bound by the terms and conditions of this Agreement.

The Service Provider is free to decide how it wishes to manage and perform the Services mentioned in this Agreement.

The provisions of this Agreement can in no way be interpreted as creating any company between the Parties, any mandate, subordination or any kind of joint and several liability or *affectio societatis* (in French law: the common will of several legal persons or legal entities to merge into one entity).

Thus, each Party undertakes to do nothing which might mislead a third party in this respect, or make any commitment or offer any guarantee on behalf of the other Party.

21. References

The Service Provider may mention the Client's company name, logos, visuals, videos, internet site and make any reference to the contractual relations covered by this Agreement, notwithstanding compliance to the non-disclosure clause.

22. Applicable law – Allocation of jurisdiction

THE VALIDITY OF THIS AGREEMENT AND ANY OTHER QUESTION OR DISPUTE REGARDING ITS INTERPRETATION, EXECUTION OR TERMINATION SHALL BE GOVERNED BY FRENCH LAW.

THE PARTIES UNDERTAKE TO DEVOTE THEIR BEST EFFORTS TO REACHING AN AMICABLE RESOLUTION OF ALL ISSUES OR DISPUTES THAT MAY DIVIDE THEM, BEFORE REFERRING THEM TO THE COURT DESIGNATED BELOW.

IF THE PARTIES CONTACTED EACH OTHER VIA THE MALT PLATFORM, THE PARTIES UNDERTAKE TO INFORM MALT COMMUNITY S.A. THROUGH THEIR CUSTOMER SERVICE DEPARTMENT.



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THE PARTIES AGREE, THAT IF AN AMICABLE AGREEMENT CANNOT BE REACHED WITHIN 45 DAYS, THE COURTS IN THE JURISDICTION OF THE COURT OF APPEAL OF GRENOBLE WILL HAVE EXCLUSIVE COMPETENCE TO HEAR ANY DISPUTE REGARDING THE VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS AGREEMENT AND MORE GENERALLY, ANY DISPUTE ARISING FROM THIS AGREEMENT WHICH MAY DIVIDE THEM, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY CLAIMS.

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