

General Conditions Telelogos SaaS ("GCTS")

1. DEFINITIONS

"Annual Subscription" means the annual fee, billable on the Effective Date, and then annually on that same date in the case of a multi-year commitment, due by the Customer, or by the Partner on behalf of its Customer, for a Right of Use to the Software or Telelogos SaaS.

"Purchase Order" means the signed Quotation or purchase order, referenced in the Quotation or drawn up in accordance with the RPC, relating to Software, to be completed by the Customer, or by the Partner for each Customer to whom the Partner wishes to distribute the Software .

"GCSM" or "GC Support and Maintenance" means the General Conditions of Support and Maintenance Services, available on the Website, setting forth the conditions under which Telelogos undertakes to provide the Customer, directly or through a Certified Partner, with the Support and Maintenance Services.

"GCS" means the General Conditions of Sale, available on the Website, defining the terms and conditions of sale, payment and delivery of products and services provided by Telelogos.

"Customer" refers to the legal entity, having subscribed to a Software from Telelogos, directly or indirectly, through the Partner, for the needs of its commercial activity e.

"Customer-Partner Agreement" means the agreement concluded between the Partner and the Customer, the main purpose of which is for the Customer to obtain a License or a Right of Use.

"Resale Partnership Agreement" or "RPA" means the partnership agreement, concluded between Telelogos and the Partner, the purpose of which is to set the conditions under which the Partner is authorized to distribute Software(s).

"Contact" means an employee of the Customer or Partner authorized to receive Licenses and/or Rights of Use for installation purposes.

"Effective Date" means, by default, the invoice issue date, corresponding to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders signed between 1^{er} and the 15th of the month, and the first day of the following month for Purchase Orders signed between the 16th and the 31st of the month.

"Quotation" means the quotation issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to make available a License or Right of Use.

"Software Documentation" means the technical documentation for installation and use of the Software, available upon implementation of the Software.

"Data" means all data, files and information collected, processed and used by a Customer via Telelogos SaaS.

"Right of Use" means the temporary, non-exclusive and non-transferable rights of access and use granted to the Customer, by Telelogos, directly or through a Partner, to the Software, or Telelogos SaaS.

"Software(s)" means the software(s) developed and published by Telelogos, listed in the Purchase Order or Quotation, or as the case may be in the Customer Agreement .

"Telelogos SaaS Mode" means the acquisition by the Customer, directly or indirectly through a Partner, of a Right of Use to Telelogos SaaS.

"Partner" means any professional who has entered into a Resale Partnership Agreement with Telelogos.

"Agreed Telelogos SaaS Partner" means a Partner who has been trained and authorized by Telelogos, under the terms of the CPR.

"Certified Partner" means a Partner who has been trained and certified by Telelogos, under the terms of the CPR.

"Referred Partner" means any Partner who is not a "Certified Partner" or an "Authorized Telelogos SaaS Partner".

"Parties" or "Party" means collectively or individually, Telelogos and/or the Customer.

"Telelogos SaaS" means the commercial offer proposed and provided by Telelogos comprising (i) a Right of Use on Software hosted on Telelogos' servers, and (ii) the provision of Support and Maintenance Services on such Software.

"Support and Maintenance Services" means the support services (the **"Support Service"**) and maintenance services (the **"Maintenance Service"**), defined in the Support and Maintenance GTC, relating to Software and provided, directly by Telelogos or indirectly through a Certified Partner, to a Customer.

"Website" refers to the Telelogos website, <https://www.telelogos.com/legal>.

2. OBJECT - CONTRACTUAL FRAMEWORK

The purpose of these General Conditions of Telelogos SaaS is to define (i) the terms and conditions of the Telelogos SaaS Right of Use, and (ii) the terms and conditions of the services available to the Customer under the Telelogos SaaS Mode (the **"GCTS"**). Under the Telelogos SaaS Mode, the contractual relationship between

Telelogos and the Customer is governed by the Order Form, the GCTS, the GCSM and the GCS, which form a contractual whole hereinafter referred to as the "**Contract**". In the event that a Customer has subscribed to the Telelogos SaaS Usage Rights via a Partner, the Customer must refer to the Customer-Partner Agreement for its rights and obligations with respect to the Partner; Telelogos is not contractually bound to the Customer.

3. CUSTOMER RIGHTS AND OBLIGATIONS

3.1 Scope of the Telelogos SaaS Right of Use

The Customer has (i) the right to access and use, online, the Software, subject hereof, hosted on Telelogos' servers, for the purposes of its operation, to the exclusion of any other use, and (ii) the services described in Article 6 below, according to the terms, conditions and duration specified in the Contract, or as the case may be in the Customer-Partner Contract. The Telelogos SaaS Right of Use is temporary, personal, non-transferable and non-exclusive, and is limited to acts necessary for the operation of the Telelogos SaaS, in accordance with its contractual purpose.

3.2 Duration of the Telelogos SaaS Right of Use

Telelogos SaaS Usage Rights take effect on the Effective Date, for the duration specified in the Purchase Order. In the event that the Customer wishes to extend the Term of its Telelogos SaaS Usage Rights, in accordance with the renewal terms proposed by Telelogos, the Customer and/or the Partner, on behalf of its Customer, shall enter into a new Purchase Order or accept a new Quotation, as the case may be.

3.3 Contact name

The Customer undertakes to appoint a Contact for the purpose of performing the Contract throughout the Contract Term.

3.4 Cooperation between the Parties

The Customer undertakes to cooperate, directly or via the Partner, with Telelogos and to keep Telelogos informed, as soon as possible, of any difficulties encountered in the use of the Telelogos SaaS Usage Rights.

In particular, the Customer undertakes to:

- Please refer to the Software Documentation before contacting Support;
- make available to Telelogos, directly or indirectly via the Partner, any necessary information requested by Telelogos and useful to the Customer's use of Telelogos SaaS; and
- back up its Data prior to any intervention by Telelogos;

3.5 Use of the Telelogos SaaS right of use

It is the customer's responsibility to ensure that the Telelogos SaaS is used in accordance with the Software Documentation. In particular, he/she must ensure that the hardware and software configuration always conforms to that indicated in the prerequisites supplied. The customer is responsible for choosing his players/terminals in compliance with the technical hardware and software recommendations described in the technical prerequisites communicated by Telelogos on request. The Customer shall establish sufficient operating controls and implement, on a daily basis, appropriate operating and security methods. Daily backups of Data are made on the Telelogos server so that they can be restored in the event of an incident. The Customer is informed that computer software is never free of anomalies; consequently, it is essential that the Customer regularly backs up his or her Data, in accordance with generally accepted rules of prudence.

4. RIGHTS AND OBLIGATIONS OF TELELOGOS

4.1 Providing the right to use Telelogos SaaS

Subject to payment of the Annual Subscription, Telelogos undertakes to provide the Customer, directly or via the Partner :

- Rights of Use to Telelogos SaaS; and
- extensions to the Telelogos SaaS Rights of Use.

The Rights of Use obtained from Telelogos by the Customer are personal to each Customer and may not, therefore, be assigned or transferred, in any form whatsoever, to any person other than the Customer concerned. Telelogos reserves the right to :

- refuse to supply Telelogos SaaS Usage Rights to a Customer for just cause (Customer's activity does not comply with applicable regulations, existing dispute with the Customer, etc.); and
- suspend, at any time, a Customer's Telelogos SaaS Usage Rights in order to prevent any damages, liabilities or sanctions in the event of the Customer's unlawful behavior or the Customer's breach of contractual or legal obligations to the Partner or Telelogos.

Telelogos shall inform the Customer or the Partner without delay and specify the reasons for its decision to refuse or suspend, as well as, if applicable, the duration of the suspension. Telelogos reserves the right to withdraw any Software from its catalog by notifying the Customer of its decision by registered letter with return receipt requested, sent at least six (6) months before the effective withdrawal. In such a case, Telelogos undertakes to provide the Customer with

Support Services for a period of twelve (12) months from the date the Software is withdrawn.

4.2 Delivery of Rights of Use to Telelogos SaaS

The terms of delivery of Rights of Use to Telelogos SaaS are specified in the GCS.

5. TERMS AND CONDITIONS, INVOICING, PAYMENT

Commercial, invoicing and payment conditions are specified in the GCS.

6. DESCRIPTION OF TELELOGOS SAAS SERVICES

The Telelogos SaaS Usage Rights include the provision of the following services to the Customer by Telelogos or a Certified Partner for the duration of the Telelogos SaaS Usage Rights:

6.1 Accommodation service

For the duration of the Telelogos SaaS Usage Rights, Telelogos undertakes to :

- host and store the Software on its own servers, as well as all Data processed, collected and used by the Customer via Telelogos SaaS;
- maintain the integrity, security and confidentiality of the Telelogos SaaS and the Data; and
- consequently, take all technical and organizational measures likely to prevent any access or fraudulent use of the Telelogos SaaS, and of the Data, and to prevent any loss, deterioration, alteration or destruction of the Data.

6.2 Support and Maintenance

For the duration of the Telelogos SaaS Usage Rights, Telelogos undertakes to provide the Customer, directly and/or indirectly via a Certified Partner, with Support and Maintenance Services under the terms and conditions described in the Support and Maintenance GC.

6.3 Customer request management

6.3.1 Modification of file storage volume on the server

Telelogos processes requests for changes in server storage volume requested by Contact within two (2) to five (5) working days.

6.3.2 Players/Terminals

Telelogos processes the Customer's requests concerning the addition of player(s)/terminals according to the conclusions of the impact study on the technical components delivering the service and within two (2) to five (5) working days.

6.4 Change management imposed by Telelogos

Telelogos informs the Customer, by any means, of the date and nature of the change made to Telelogos SaaS (corrections, modifications, new functions). In the event of a major change that results in a change in usage or requires tests and shutdowns/releases of the player/terminal, the

Customer will be informed three (3) weeks before the change occurs. At the customer's request, a training session or demonstration can be set up in the event of a change occurring on the server, or on a test server, to enable the customer to test his players/terminals himself.

6.5 Telelogos SaaS downtime management

Telelogos will restore service within eight (8) working hours of detecting the incident, Monday to Thursday from 9am to 6pm, and Friday from 9am to 5pm (GMT+2).

6.6 Incidents on players/terminals

When an incident is detected on one of the Customer's players/terminals, either during detection by Telelogos as part of event management, or during monitoring by the Customer, it is the Customer's responsibility to take steps to discover the cause of the incident and resolve it. Telelogos is not responsible for synchronization malfunctions due to hardware defects in players/terminals.

7. QUALITY MONITORING OF SAAS TELELOGOS

7.1 Telelogos SaaS availability

The standard service period for Telelogos SaaS is Monday from 10am to 6pm, Tuesday to Thursday from 9am to 6pm, and Friday from 9am to 5pm (GMT+1 in winter and GMT+2 in summer). Outside this standard service period, these services remain operational every day, 24 hours a day, including public holidays, with the exception of weekly maintenance periods scheduled every Monday morning from 8am to 10am (GMT + 1 in winter and GMT + 2 in summer).

7.2 Availability indicator

This indicator measures the monthly availability of Telelogos SaaS. Telelogos' objective is to achieve an annual availability rate of at least 99%. If this target is not met, Telelogos undertakes to pay an indemnity, the calculation of which is described in the paragraph below. The Telelogos SaaS availability indicator is calculated using the following formula:

Availability rate = (DPSS - DAC) / DPSS

With :

- DPSS = duration of the standard service period for the month
- DAC = corrected service downtime
- The duration of corrected downtime is the duration of Telelogos SaaS downtime minus the duration of excluded downtime.
- The duration of excluded stoppages is the sum of the elements described below:
 - interruptions to the maintenance periods provided for herein;

- interruptions scheduled by mutual agreement between the Customer and Telelogos;
- interruptions or unusual synchronization times caused by non-contractual use of Telelogos SaaS by the customer;
- malfunction of the Customer's means of access to the Internet network, enabling the Customer to access the subscribed services;
- Player/Terminal malfunctions (Player/Terminal stopped, Player/Terminal down);
- Internet network malfunction;
- malfunction resulting from the non-application of a recommendation made by Telelogos to maintain the quality level of Telelogos SaaS;
- any period during which the Customer is unable to assist Telelogos in resolving an Incident, in particular to provide information needed to resolve the Incident, carry out tests, etc. ;
- cases of force majeure, as defined by applicable regulations.

7.3 Guaranteed availability of Telelogos SaaS

In the event of failure to meet the Telelogos SaaS availability target, the Customer may, at its request, receive compensation equal to 25% of one-twelfth of the amount of the last Annual Subscription. This indemnity will be paid within sixty (60) days of receipt of the indemnity request by the Customer or the Partner, on behalf of the Customer. The present availability guarantee does not apply to elements and services supplied by third parties, and does not concern any unavailability due to the fault of the Customer or a third party.

7.4 Dashboard

On request, Telelogos will provide the Customer, directly or indirectly via the Partner, with a monthly dashboard of the Customer's activity. The dashboard will be sent to the Customer no later than the 30th of the following month. This dashboard specifies the monthly availability rate of Telelogos SaaS and the number of players/terminals present in the Customer's installed base at the end of the month.

8. TERMINATION OF TELELOGOS SAAS RIGHTS OF USE

Each Party shall be entitled to request termination of the Telelogos SaaS Usage Rights in the event of breach by the other Party of any of its contractual obligations. Termination of the Telelogos SaaS Rights of Use will be effective within thirty (30) days of the sending of a formal notice to remedy the breach, which has remained unsuccessful. This formal notice must specifically state the aggrieved

Party's intention to implement the present clause. The fact that a Party does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the present clause for the future. Upon expiration of the Telelogos SaaS Usage Rights, Telelogos is entitled to take the technical steps required to disable the various components of the Software - in particular, and depending on the Software, the "SERVER" component, the "PLAYER" component, the "PREVIEWER" component, the "AGENT" component, the "MOBILE APPLICATION" component, the "ADD-ON OUTLOOK" component.

9 REVERSIBILITY

Upon termination of the Telelogos SaaS Usage Rights for any reason whatsoever, Telelogos undertakes to delete the Customer's account and the Data stored on the Telelogos server within thirty (30) calendar days. At the Customer's request, Telelogos will (i) provide any attestation/document certifying the destruction of the Customer's account and Data, and (ii) transfer all Data to the Customer, in a format to be agreed between the Parties.