

GENERAL CONDITIONS OF USE FOR THE BRAVAS SOFTWARE SOLUTION

Applicable from January 1, 2023

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. Versions in other languages than French are for information purposes only. The French version has sole legal and contractual value.

1. Preamble

Please note that :

BRAVAS (a société par actions simplifiées (simplified joint stock company), headquartered at 22 Bis rue Audiguier 31500 Toulouse, registered with the Toulouse Trade and Companies Register under number 895393874) publishes and distributes a software solution accessible in SAAS mode (the "Solution"), enabling its customers to secure and simplify the management of their IT assets (hardware, accounts, licenses, software solutions) so that they can concentrate on their core business (hereinafter referred to as the "Solution").

All of the Solution's functionalities are defined in its documentation, available at www.bravas.io.

The Customer has declared his interest in benefiting from the functionalities of the Solution.

The Customer acknowledges that he has made known all of the determining factors of his expectations and needs, and that he has been able to obtain all of the information and useful advice enabling him to ensure that the Solution is suited to his needs and activity.

In view of the above, the Customer is entitled to a free 30-day trial period from the date of acceptance of the contract, in order to validate that the Solution is suited to his needs and activity.

In witness, whereof, the Parties have agreed as follows.

2. Definitions

For the purposes of the performance and interpretation of this Agreement, the following words, the first letter of which is capitalized, whether singular or plural, in this Agreement, and without regard to gender, shall have the meanings set forth below:

Subscription: means the monthly fee payable by the Customer to BRAVAS under the Contract, unless otherwise agreed between the Parties in special conditions.

Anomaly: refers to any malfunction, whether reproducible or not, attributable in whole or in part to the Solution.

Customer: refers to the legal entity that subscribes to Bravas Services in order to use the Solution.

General Conditions of Use or GCU: means the present General Conditions of Use of the BRAVAS software solution.

Special Conditions: Document setting out the specific aspects of the Contract for the Customer.

Contract: means all the documents referred to in article 4.

Documentation: refers to any guide or manual for the Solution that is accessible online, via the Services, and describes the functionalities of the Solution.

Data: means the Customer's data and information processed by the Solution through the Service, including personal data within the meaning of the General Data Protection Regulation (GDPR), or where applicable the local regulations applicable to the processing of personal data.

Instance: refers to access to the Solution specifically made available to the Customer by Bravas on one of the hosts offered by Bravas and chosen by the Customer when subscribing to the Service.

Update: means any corrective patch of the Solution as well as any minor functional evolution.

Third-party product: refers to any software program or solution and/or API (*Application Programming Interface*) published by the Customer or a third party, which can be interfaced with the Solution as part of the Services.

IT equipment: refers to all hardware (in particular computers, smartphones, tablets), accounts and software licenses making up the Customer's information system.

Solution: refers to the software solution published by BRAVAS and accessible in SAAS mode, enabling Customers to simplify and secure the management of their IT assets. All the functionalities of the Solution are defined in its Documentation.

Services: refers to the provision of the Solution via an Instance, possibly interfaced with one or more third-party Products, and its maintenance in operational conditions in accordance with the conditions set out in Article 2 "Contractual documents".

Ticket: refers to the registration of a support request and/or an Anomaly and its associated support history and/or any use of the support indicated by BRAVAS.

User: refers to any natural person working on behalf of the Customer, whether employed by the Customer or not, and accessing the Services. The procedures for counting Users are set out in the super-administrator account.

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Version: refers to a functional or technological evolution of all or part of the Solution, which may include legal or regulatory changes.

3. Object

The purpose of these GCU is to determine the conditions under which BRAVAS provides the Customer with a licence to use the BRAVAS Solution and any related services.

All subscriptions to BRAVAS Services are subject to these Terms and Conditions.

The GCU are :

- subject to the Customer's approval at the time of subscription to BRAVAS Services
- directly and freely available on the customer's administrator account
- can be sent on request to the following e-mail address: hello@bravas.io

The subscription is effective as soon as the Customer has filled in the registration form, ticked the box "*I accept the GCU*" and "*I have read the Bravas Privacy Policy*" and validated his registration by clicking on the box reserved for this purpose.

4. Contractual documents

The documents governing the Contract are as follows, in descending order of priority;

- these GCU, the Customer's Special Terms and Conditions and any Appendices, including ;
 - Appendix 1 Data Outsourcing Agreement
 - Appendix 2 Certificate of Insurance

In the event of contradiction between the above documents, the higher-ranking documents shall prevail.

In the event of contradiction between a document and its appendices, the main document will prevail.

5 Service implementation.

5.1. Prerequisites :

In order to subscribe to BRAVAS Services, the Customer must meet the following conditions:

- Comply with all legal and regulatory obligations relating to the authorization and exercise of its activity (social, tax, administrative and health and safety obligations, as well as any required certificates or licenses);

- Have the required professional liability insurance policies covering the risks of their activities;

- Accept all Contractual Documents;

- Ensures that the configuration of its own information systems and the network environment conditions necessary for the proper operation of the Solution, in particular Internet throughput, comply with the prerequisites specified by BRAVAS in the Documentation;

- Undertake to maintain, for the entire duration of the Services, on the one hand, a fixed telephone line to enable BRAVAS to contact the Customer in connection with the performance of the Services and, on the other hand, electronic network access to the platform enabling the Customer to benefit from the Services.

- Understand that any unavailability or degradation of the Customer's network in connection with the Services will result in a corresponding delay in BRAVAS's delivery times or in the quality of the Services;

- Use only hardware that complies with the requirements issued by the operating system publishers supported by Bravas for the Service chosen and used by the Customer.

BRAVAS reserves the right to request, at the time of pre-registration or during the performance of the Contract, any supporting documents to attest and/or justify the Customer's declarations.

BRAVAS cannot be held liable for any false declaration by the Customer as to their professional capacity, as it does not have the technical means to systematically verify the veracity of declarations.

Should BRAVAS become aware of such facts and should these facts be proven, in particular in the event of administrative sanctions for non-compliance by the Customer with the rules applicable to its activity, and/or for loss of the necessary authorizations and/or licenses, and without this list being exhaustive, BRAVAS shall be entitled to immediately terminate this Agreement without incurring any liability.

5.2 Subscription to Services

To subscribe to the Services, the Customer is asked to provide certain mandatory information directly online.

This includes the name of the establishment, its activity, its corporate name, the surname and first name of the legal representative, the SIRET number, the registered office, the contact's e-mail address and telephone number (landline and mobile), as well as his/her RIB/IBAN and/or bank card.

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The customer guarantees that the data he/she provides is accurate and true. He/she undertakes to inform Bravas without delay of any changes to the Data he/she has provided during pre-registration and/or registration and, where applicable, to make the said changes himself/herself within his/her super-administrator account once this has been created.

BRAVAS shall not be held liable for the provision of false information that has made it impossible for BRAVAS to perform its obligations.

Access to the Solution is effective as soon as the Services have been validated, i.e., as soon as the Customer has accepted the BRAVAS Terms and Conditions and Privacy Policy, and BRAVAS has received confirmation from its payment partner, STRIPE, that the Customer's bank details are correct, allowing immediate payment.

5.3 Creation of a super-administrator account and customer authentication.

The super-administrator account is created as soon as the Customer subscribes to the Services.

The super-administrator account is accessible to the Customer by BRAVAS sending an e-mail containing a unique identification code that generates a FIDO 2 or PASS KEY security key.

The Customer will be responsible for keeping his security key.

5.4 Deleting an Instance

Bravas reserves the exclusive right to delete the Instance of any Customer who has contravened these GCU in particular by serious misconduct such as :

- repeated payment incidents ;
- illicit activities ;
- infringement of Article 9 "Intellectual Property" of these GCU;
- erroneous information when registering and setting up an administrator account.

The Panel will be terminated in the event of either Party exercising its right to terminate the Contract in accordance with the terms of these GCU.

Notwithstanding the above, in the event of repeated payment incidents, or transmission of erroneous information, the Customer's Instance will be suspended for a maximum period of two months from the time Bravas informs the Customer by e-mail. If, however, the Customer rectifies his information or pays all sums due to Bravas, his Instance will be reactivated.

5.5. Obligation to provide advice

BRAVAS, as part of its duty to advise, undertakes to advise the Customer in respect of any requests the latter may make during the performance of the Agreement. BRAVAS also reminds the Customer, as part of its obligation to advise and warn, that the Customer must, on the one hand, accurately assess its own needs with regard to the functionalities of the Solution, and on the other hand, ascertain whether the functionalities of the Solution are consistent with the results it envisages.

5.6 Integrating third-party products

BRAVAS may, at any time during the performance of the Contract, interface third-party API-type Products with its Solution in order to offer new services/functions. These API additions may or may not be used by the Customer. To this end, it is expressly agreed by the Customer that BRAVAS cannot offer more rights than it holds. Accordingly, and in the event that the publisher of the Third Party Product wishes to revoke the provision of its API, BRAVAS shall inform the Customer thereof by giving appropriate notice. The Customer hereby expressly agrees that once the provision of a Third-Party Product has been terminated, it may under no circumstances demand that it be maintained or request a substitute solution, nor may it hold BRAVAS liable for any breach of its obligations under the Agreement.

5.8 Integration of third-party products requested by the customer

If the Customer has requested that third-party Products be interfaced with the Solution, it is the Customer's responsibility to subscribe directly with the publisher concerned for any rights of use associated with these third-party Products and to ensure, where applicable, payment of the corresponding fee.

For the purposes of carrying out the Services and if such interfacing services have been subscribed to, the Customer shall communicate to BRAVAS any identifier/key or authentication system relating to third-party Products.

It is understood between the Parties that the feasibility of interfacing Third Party Products requested by the Customer will be studied by BRAVAS, and may result in additional costs to be validated by the Customer and BRAVAS.

5.9. Obligation to cooperate

Each Party is obliged to inform the other, as soon as it becomes aware of it and in a sufficiently documented manner, of any information or event likely to influence the running of the Services. Any such event is subject to an assessment of its impact by the designated BRAVAS manager, in consultation with the Customer's designated contact person. This assessment is accompanied by proposals for action and/or their financial consequences.

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5.10. Accommodation

BRAVAS hosts the Data with a third-party cloud service provider whose contact details are available upon written request to Bravas.

description of the Anomaly and the conditions under which it occurred.

BRAVAS will qualify the Anomaly in order to provide the appropriate response.

The opening of a Ticket may give rise to :

- remote control of the User's workstation
- or the implementation of a bypass solution,
- installing an Update or a new Version,

5.11. Use of Services

In view of the general interest attached to the suppression of apology for crimes against humanity, provocation to commit acts of terrorism and their apology, incitement to racial hatred, hatred against persons on the grounds of their sex, sexual orientation, gender identity or disability, as well as child pornography, incitement to violence, in particular incitement to sexual and gender-based violence, as well as offences against human dignity, the Customer shall refrain from publishing, transmitting, disseminating, editing or making accessible through or in association with the Services any content relating to the aforementioned elements.

The Customer acknowledges that this service does not constitute training or assistance in the use of the Solution.

7.2 Evolutionary maintenance of the Solution

As part of the continuous improvement of the Solution, BRAVAS will install Updates and/or new Versions. Such an operation will give rise to a warning to the Customer by means of any display within the Solution following reasonable notice.

In addition, the Customer agrees not to:

- knowingly upload, post, broadcast, transmit or otherwise make available any Content that contains or consists of computer viruses or any other computer code or programs designed to interrupt, destroy, hijack or limit the functionality or performance of the Services,
- circumvent, or attempt to circumvent, any of the platform's security rules enabling it to benefit from the Services,
- to carry out, or attempt to carry out, any decompilation and/or aspiration operation of the platform enabling it to benefit from the Services and/or its content.

In the case of any third-party Products directly subscribed to by the Customer, the Customer shall ensure that these are kept up to date with any security patches communicated by the publishers of the third-party Products.

It is expressly agreed by the Parties that BRAVAS is the sole arbiter of the time required to update the Solution when a third-party Product is the subject of a new version. The Customer shall therefore ensure, in the event of changes to third-party Products directly subscribed to by the Customer, that the latter are approved by BRAVAS, including in their new versions.

7.2 Service availability

Subject to scheduled maintenance and/or immediate intervention resulting from a security breach, the Service remains accessible at all times.

6. Duration

This Contract is concluded for an indefinite period.

Each Party may freely terminate the agreement subject to two (2) months' notice.

The Customer acknowledges that differences in the capacity of the various networks and sub-networks of the Internet, as well as the influx of connections at certain times, may lengthen delays in the transmission and exchange of information. Accordingly, Bravas' liability for any delay in the electronic exchange and transmission of information and/or the maintenance of Service levels is expressly limited to the output of the Service's IP routers.

7. Maintenance and service levels

7.1 Corrective maintenance of the Solution

These services include :

- the correction of Anomalies and/or the provision of workarounds,
- assistance services relating to Anomalies encountered when using the online Solution.

The Customer acknowledges that Bravas cannot be held liable for the suspension or degradation of the Service caused by Data uploaded by the Customer and containing viruses or malware or generating spam.

It is hereby expressly acknowledged that Bravas subcontracts such services to a third-party operator in order to ensure such service levels, and therefore remains subject to the platform availability levels offered by this third party.

Any Anomaly detected by the Customer must first be the subject of a Ticket and will be accompanied by a detailed

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The service levels offered by third parties are available upon written request to Bravas.

7.3 Limits to the Services

The following events are excluded from maintenance services:

- non-compliant use of the Solution by Users,
- the Customer's refusal to cooperate with BRAVAS in resolving the Anomalies and in particular to respond to BRAVAS's questions and requests for information; the loss of Data not attributable to BRAVAS,
- negligence or operating errors on the part of users resulting in partial or total malfunction of the Solution,
- the consequences of a software virus affecting the Customer's information system and resulting in partial or total malfunction of the Services, it being specified that BRAVAS undertakes to use an antivirus and/or any solution meeting this objective, recognized on the market and regularly updated as part of the provision of its Services.
- any fault attributable to a third-party Product
- modifications to the Customer's electronic communication networks.

8. Obligations of the Parties

8.1. BRAVAS's obligations

In the performance of its Services, BRAVAS undertakes to perform the following tasks:

- provide its Services as defined in this Contract and its appendices;
- carry out its mission in accordance with applicable laws and regulations
- guarantee the regularity of its staff's situation with regard to social and tax authorities,
- request any information useful to the performance of its Services that is not in its possession,
- coordinate the activities of any subcontractors for which it is contractually responsible,
- monitor the performance of the Services and warn the Customer in good time of any difficulties in the performance of the Services of which it may become aware,
- take all necessary precautions to protect the Data, in accordance with the state of the art and regulations governing the services entrusted to us,
- respect, and ensure that its subcontractors respect, the working hours in force on the Customer's premises and/or internal health and safety rules if services are to be carried out on the Customer's site,
- correct and/or provide a workaround for any notified Anomaly prior to final correction,

8.2. Customer's obligations

The Customer undertakes to provide BRAVAS with the information required to perform the Services and, more generally, to provide BRAVAS with all assistance in performing the Services.

As such, the Customer has the following general obligations:

- provide, at its own initiative or at BRAVAS's request, the qualified personnel necessary to ensure the performance of its obligations under the Agreement,
- provide, if necessary, information that is sufficiently qualified and documented to be used by BRAVAS in connection with its Services,
- verify the accuracy of the information, prior to any communication to BRAVAS, and remove any inconsistency or non-convergence indicated by BRAVAS within the deadlines relating to the Services.
- Comply with all the requirements specified in the Contract throughout its performance,

9. Intellectual property

Each of the Parties shall remain the owner or holder of all its intellectual and material property rights in the software, software packages, programs, development and analysis tools, works, inventions, distinctive signs, know-how, methods, documents, data, databases, or the documentation associated with each of these elements, used or implemented in connection with the performance of the Services as well as its Data (all such rights and elements hereinafter referred to as the "Elements").

Each of the Parties undertakes not to infringe or call into question, in any way whatsoever, the rights of the other Party to the Elements belonging to it.

9.1 Scope of rights of use

BRAVAS grants the Customer, for the duration of the subscription to the Services, a personal, non-assignable and non-transferable right to use the Solution online, for the number of Users specified in the super administrator account. The Customer shall enjoy the same rights of use in respect of Updates and Installed Versions. In the case of Third-Party Products, the terms and conditions of use are governed by the agreements entered into directly by the Customer with the publisher of the Third-Party Product, and failing that, by any conditions of use as set out on the Third-Party Product publisher's website.

Bravas services are unavailable in countries subject to UN and EU international economic sanctions.

Bravas services may not be used for military or dual-use activities. In the event of such use by the Customer, BRAVAS

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may immediately terminate the Agreement in accordance with the provisions of Article 13.1 of these GCU.

indemnify BRAVAS for any damages, interest and costs it may be ordered to pay in this respect by a court decision.

9.2 Warranty

BRAVAS guarantees the Customer against any claims by third parties relating to the intellectual property of the Solution.

BRAVAS may terminate the Agreement, without having to pay damages or compensation, if a court decision prohibits it from providing the Customer with its Services, unless this prohibition is the result of BRAVAS's fault.

To this end, BRAVAS declares that it holds the intellectual property rights authorizing it to enter into the Agreement.

The Customer is the "*Data Processor*" *within the* meaning of the regulations and declares that it complies with all obligations to this effect in order to use the Services subscribed to, BRAVAS guaranteeing, in its capacity as Data Processor, that the services will be carried out in accordance with the regulations, and in accordance with the principles set out in the Data Sub-Processing Agreement.

The Customer, if he is the subject of an allegation based on an intellectual property right relating to the Solution, undertakes for his part to :

- notify BRAVAS within fifteen (15) days of any notification it has received,
- call him as guarantor,
- to accept that BRAVAS may raise arguments in its defense,
- accept that BRAVAS may, at its discretion, request the withdrawal of the applicant, it being understood that no additional expense will be incurred by the Customer as a result.
- cooperate with BRAVAS, leaving him in control of the defense and any settlement negotiations.

BRAVAS shall only retain the Data, and in particular the Personal Data, for as long as is necessary to perform the Service under the Contract or for any additional period required by law and agreed with the Customer.

BRAVAS may under no circumstances use the Customer Data for purposes other than the performance of the Service, with the exception of the following. BRAVAS is authorized to compile the Data for the sole purpose of statistical processing, provided that the Data has been made anonymous.

BRAVAS shall defend the Customer and shall bear and/or indemnify the Customer, in accordance with the Agreement, for all costs, indemnities and/or judgments resulting from any final court decision or settlement agreement entered into by the Customer and previously validated in writing by BRAVAS.

11. Financial terms and conditions

10. Data

11.1. Contract amount and price

The Customer is and remains the owner of all the Data it uses through the Services and remains solely responsible for the Data processed by it, without prejudice to any obligation incumbent on BRAVAS in its capacity as a personal data processor within the meaning of the regulations. BRAVAS shall in no way be liable for the legality of content processed by the Customer via the Services.

The Contract price is exclusive of tax and comprises the monthly cost of using the Solution and Services, seven (7) Euros (€) or Dollars (\$) exclusive of tax per User.

The Customer declares that he holds all rights, whether or not they are eligible for intellectual property, to the Data hosted as part of the Services, authorizing him to use the Services, and undertakes not to use the Services in violation of the law.

11.2. Without prejudice to any other consideration provided for in the Agreement, the Customer shall pay BRAVAS the Subscription price. The Subscription price is exclusive of taxes and must be increased by the taxes in force on the date of payment.

The Customer shall hold BRAVAS harmless from any liability to third parties resulting from the Customer's failure to comply with its obligations to third parties and shall indemnify BRAVAS in this respect in the event of any claim or action against BRAVAS.

Subscription is due for each month of the Contract, over the entire commitment period, the first time on signature of the Contract by the Customer, and thereafter at the beginning of each month of the Contract. Any period begun is due in full.

Invoicing will be due as soon as the Solution and/or Services are made available to the Customer.

Should BRAVAS be concerned in this respect, it shall notify the Customer, who shall immediately take the appropriate measures to put an end to any disturbance and shall take, at its own expense, any necessary defence measures and shall

11.3 The Subscription for the use of the Solution and Services shall be payable monthly by direct debit on the 5th of each month of use.

In the event of payment by direct debit, the Parties expressly agree that BRAVAS, by any means at its convenience, shall send the Customer prior notice at least two (2) calendar days before the due date of said direct debit.

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11.4. The Customer undertakes, upon first request by BRAVAS, to pay into the hands of any person or entity designated by BRAVAS in this respect, any consideration due or to be due to BRAVAS under the Agreement.

11.6 Payment of the price

Any delay in the payment of sums due to BRAVAS shall result, without the need for formal notice, in the application of late payment interest equal to three (3) times the legal interest rate from the date on which payment of the invoice is due, as well as the payment of a lump sum of forty (40) euros due for collection costs in accordance with the regulations in force.

In the event of unjustified non-payment of sums due to BRAVAS by the Customer following the agreed due date, such non-payment constituting a sufficiently serious breach by BRAVAS, the latter reserves, following formal notice sent by registered letter with acknowledgement of receipt which has remained unsuccessful within a period of ten (10) days and which includes the stipulations of this article, the right to provide downgraded access to the Service and Services and/or, where applicable, to suspend all Services and Services in progress and, in general, the continuation of the Contract until full payment has been made and/or to terminate the Contract ipso jure.

11.7 Price revision

The price of the Services may be revised at any time by Bravas subject to fifteen (15) days' notice sent to the customer by e-mail.

Without prejudice to the aforementioned revision, the Parties expressly agree to insure their risk with regard to their mutual obligations and commitments, and to waive the right to invoke any causes of unforeseeability that may be applicable to the Contract.

12. Liability

Each of the Parties will be civilly liable for all culpable breaches as well as for the damaging consequences resulting from the non-performance of the services for which they are respectively responsible under the terms of this Contract.

BRAVAS shall perform its obligations diligently and in accordance with the best practices of its profession. In this respect, BRAVAS is only bound by an obligation of means for all the obligations incumbent upon it, with the exception of the obligations set out in the Service levels.

BRAVAS expressly excludes from its liability any indirect damage such as, in particular: loss of earnings, commercial or financial loss, increase in overheads, consequence of recourse by third parties, loss of sales, receivables, profit, gain or margin expected by the Customer, loss of clientele, loss of

opportunity, and in general any commercial or image loss or other loss or loss of earnings resulting from the Service(s).

Nevertheless, with the exception of bodily injury or breaches resulting from an intentional or wilful fault attributable to BRAVAS, BRAVAS's liability for its errors, breaches and/or non-performance under this Agreement shall be limited per year, in the event of proven fault, to a maximum amount of twelve (12) months prior to the event giving rise to liability.

The Customer agrees to assume the consequences of any damage exceeding the maximum amount of twelve (12) months preceding the event giving rise to liability and waives any claim against BRAVAS beyond this contractual limitation.

BRAVAS shall not be held liable more than one (1) year after the date on which the Customer knew or should have known the facts giving rise to such liability. Once this period has elapsed, any action will be time-barred.

13. Termination

13.1. Termination for fault

In the event of repeated and/or serious breach by one of the Parties of any of its obligations under the Contract, the aggrieved Party may, thirty (30) calendar days after having given formal notice to the other Party to perform its obligations by registered letter with acknowledgement of receipt which has remained unsuccessful, and unless a better agreement has been reached between the Parties, terminate the Contract ipso jure.

13.2 Termination in case of force majeure

Should a situation of force majeure, as defined in article 15.4, persist for three (3) months, each of the Parties shall be entitled to terminate the Contract without any claim for damages.

13.3 Consequences of termination

In the event of termination of this Agreement, the Parties agree that they will perform all their obligations arising prior to or on the date of termination.

13.4 Balance of all accounts

The customer remains liable for payment of all sums due until the end of the current contractual period.

13.5 Termination of Service.

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It is understood and agreed between the Parties that, upon termination of the Agreement for any reason whatsoever, BRAVAS will remove the Customer's Instance within thirty (30) Days from the date of termination of the Agreement.

In view of the foregoing, the Customer must de-register and/or deactivate all of its IT equipment using the Solution itself, unless the Customer has chosen to subscribe in its Contract to the fee-based option for BRAVAS to assist with the de-installation and de-registration of its IT equipment.

The provisions of the Contract shall survive its expiry or termination for the purposes of completing the de-installation of the Customer's Installation.

15. Miscellaneous

15.1 Confidentiality

All information or documents exchanged between the Parties, including any elements communicated by their subcontractors or brought to their attention during the performance of their services, work carried out during the term of the Contract, the Solution and its documentation, studies, know-how secrets, production data and information on any medium and the results of processing, personnel policies, as well as this Contract and related documents, are considered confidential. This obligation of confidentiality, valid for the entire duration of the Contract, also runs for a period of five (5) years from the end of the present Contract. This extinction of the obligation of confidentiality is without prejudice to any other confidentiality which may continue to exist by law, in particular with regard to business secrecy.

Each Party undertakes, during this period :

- to communicate confidential information only to those members of its staff or subcontractors, if any, who need to know it in order to perform the present contract;
- to take the measures it takes in respect of its own confidential information to prevent its disclosure or publication to third parties;
- not to reproduce or authorize the reproduction of such confidential information without the prior written consent of the other Party;
- to use such information directly or indirectly only within the scope of the present Contract, except with the express prior consent of the other Party.

Each Party may of course, under strict confidentiality, communicate this Contract and related documents to tax or social security authorities in the event of an audit, or to their advisors.

The provisions relating to confidentiality are applicable to any subcontractors of each of the Parties.

The obligation of confidentiality does not apply:

- information that has fallen into the public domain through no fault of one of the Parties;
- information that was already known to the beneficiary party before it was communicated, on condition that it provides full justification.
- the right for BRAVAS to mention, in the context of commercial references in any medium whatsoever, the Customer's name for as long as the latter is a customer, and its logo and/or trademark, provided that no details relating to the services provided appear.

15.2. Social obligations

BRAVAS is responsible for the administrative, accounting and social management of its personnel, as well as their affiliation to all social organizations and their full responsibility with regard to labor legislation, even if they are exceptionally required to work on the customer's premises.

15.3. Non-solicitation of personnel

Each of the Parties is aware of the investments made to train its employees, BRAVAS reminding them that the stability of its teams is the guarantee of continuity of its Services. Consequently, each of the Parties undertakes not to solicit the other Party's personnel to work for it, either directly or indirectly through a parent company, a subsidiary or a company in which it has an interest.

This prohibition ends one (1) year after completion of the Services. In the event of contravention of this article, the contravening Party shall pay, by way of lump-sum compensation, a sum equal to the last twelve months' gross salary of the person concerned.

15.4. Force majeure

None of the Parties hereto may be held liable for non-performance, failure or delay in the performance of any of its obligations due to the occurrence of an event of force majeure, as usually recognized by jurisprudence or as reasonably uncontrollable by one of the Parties, such as, in particular, export bans resulting from a government decision, traffic restrictions imposed by government measures preventing a Party from fulfilling its obligations, sectoral or national industrial action, transport blockades, acts of computer hacking, power and telephone failures, electronic communication network breakdowns, receivership or liquidation of subcontractors.

Force majeure suspends the obligations arising from the Contract for the duration of its existence.

15.5. Assignment - Subcontracting

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The Contract may not be assigned by either Party without the prior written consent of the other Party, and any refusal must be reasonably justified.

BRAVAS remains free to subcontract all or part of its Services in accordance with the limits and conditions set out in Appendix 1 - Data Subcontracting Agreement. It is expressly agreed between the Parties that any request to interface or integrate the Solution with a third-party Product shall not give rise to a subcontracting relationship between BRAVAS and the publisher of the third-party Product.

15.6. Anti-corruption

The Customer declares that he/she is familiar with and complies with French regulations concerning illicit payments and, in particular, the fight against corruption, extortion, influence peddling and money laundering.

BRAVAS has adopted a code of conduct, which can be consulted on its website or obtained on request. The Customer undertakes to abide by its principles and to ensure that its employees and contractors comply with them.

In the event that a conflict of interest or independence issue arises during the performance of the Agreement, the Customer shall immediately inform BRAVAS and work with BRAVAS to find the most appropriate solution to the situation. If no solution satisfactory to BRAVAS is found, BRAVAS shall be entitled to terminate the Agreement immediately, without any penalty or compensation being due to the Customer.

15.7. Insurance

Each of the Parties is the holder of an insurance policy guaranteeing the pecuniary consequences of its civil liability should it be incurred.

15.8. Stipulations

If one or more stipulations of the Contract are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, they will be deemed unwritten; the other stipulations will retain all their force and scope.

15.9. Entire Contract

The Contract contains all the obligations of the Parties. The provisions of the Contract are exclusive of all others. They supersede all proposals, agreements or protocols and take precedence over all other communications between the Parties relating to the subject matter of the Contract, whether or not made during its performance.

No indication or document may give rise to obligations not included in the Contract, unless they have been the subject of an amendment signed by the Parties. Any subsequent appendices and amendments form an integral part of the Contract and are subject to all the provisions governing it.

15.10 Changes to contractual conditions

BRAVAS reserves the right to change these terms and conditions, provided that it notifies the Customer by e-mail at least three (3) months prior to their entry into force. Unless the Customer has indicated that it does not wish to renew the Contract for a renewed Period, these new contractual conditions will be deemed to have been accepted by the Customer and will come into force for the renewed Period following the period for which these new conditions were notified.

15.11. Non-waiver

The fact that one of the Parties has not demanded the application of any clause of the Contract, whether on a permanent or temporary basis, shall in no way be considered as a waiver of that Party's rights arising from the said clause, the non-application of which has been tolerated.

15.12. Obligations on expiry of the Contract

On expiry of the Contract, for whatever reason, it is expressly agreed that all obligations which by their nature continue beyond the effective date of expiry shall continue to bind the Parties until they are performed. This applies in particular to the articles "Confidentiality", "Liability" and "Non-solicitation of personnel".

15.13. Independence of the Parties

Nothing in the Contract shall be construed as creating any subsidiary, joint venture or de facto company between the Parties.

15.14. Contract article titles

The headings of the articles of the Contract are inserted for ease of reference only and may not be used to give an interpretation of these articles or to affect their meaning. Therefore, in the event of any difficulty of interpretation between any of the headings and any of the clauses constituting the Contract, the headings will be declared non-existent.

15.15 Claims

Under penalty of foreclosure or inadmissibility of the claim, any claim for damages must be lodged with the competent courts within three (3) months of the date on which the Customer becomes aware of the loss.

15.16. Applicable Law, Territoriality Clause and Jurisdiction

The Contract is governed by French law.

GENERAL CONDITIONS OF USE FOR THE BRAVAS SOFTWARE SOLUTION
Applicable from January 1, 2023

In the event of any difficulties relating to the application or interpretation of the Contract binding the Parties, the latter will first seek an amicable solution, if necessary through conciliation or mediation.

In the absence of an amicable agreement, the dispute must be brought by the Customer before the Commercial Court of Toulouse, unless a contrary jurisdictional rule applies in view of the status of a Party to the Contract.