

GENERAL TERMS AND CONDITIONS

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00057 - RCS Nice No. 451 863 898 - Management No. 2004 B 00208 - APE Code 6202A**

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1. Purpose

The purpose of these general terms and conditions is to define the terms and conditions for the provision of services (hereinafter referred to as the "**Services**") by the service provider identified above (hereinafter referred to as the "**Service Provider**") to the customer (hereinafter referred to as the "**Customer**") whose name is indicated on the quotation drawn up by the Service Provider (hereinafter referred to as the "**Quotation**"), regardless of the location at which these Services are being provided. These general terms and conditions may be supplemented, where applicable, by conditions of use that are specific to certain Services.

The general terms and conditions constitute, together with the Quotation and any specific conditions, an indivisible contractual whole (hereinafter referred to as the "**Contract**"). In the event of contradiction, the provisions of the higher-ranking contractual document will prevail, in the following order of increasing rank:

- These general terms and conditions
- Any specific conditions
- The Quotation.

The Contract will prevail over any other general or specific terms and conditions not expressly approved by the Service Provider.

2. Ordering Services and Acceptance of the general terms and conditions

2.1 Quotation

A Quotation is drawn up before any Services are provided. It describes all Services that the Service Provider undertakes to provide to the Customer. If the Customer requests any additional Services, an additional Quotation must be drawn up. Unless otherwise stated, all Quotations issued by the Service Provider are valid for 3 (three) months from the date of issue. If the Quotation is not validated by the Customer within this period, the Quotation will be considered null and void. The Customer must sign the Quotation to validate it and send it to the Service Provider through any pertinent channels, including by email.

The Customer must provide the Service Provider, prior to the drawing up of the Quotation, with all necessary documents and information concerning the former's needs, expectations and constraints, and in particular with any technical or logistical specificities related to its equipment, its IT environment or the equipment and IT environment of the location where the Services are to be provided. If such information and/or documents subsequently prove to be inaccurate, insufficient or unsuitable, the Service Provider may suspend provision of the Services and issue a new Quotation modifying the terms and conditions, and in particular the financial conditions provided for in the initial Quotation. This new Quotation will require the Customer's express or implicit validation. Any request by the Customer to

provide or continue the provision of Services after receipt of the new Quotation will be considered as validation of the new Quotation.

2.2 Acceptance of the general terms and conditions

Each express or implied validation of a Quotation, implies full acceptance of these general terms and conditions, in the version that was in effect on the date the Quotation was validated. Any qualified acceptance will be considered as null and void. Any Customer who does not accept to be bound by these general terms and conditions must not order Services from the Service Provider.

3. Provision of Services

3.1 General

3.1.1 Terms of provision

The Quotation outlines:

- The duration and the specific terms and conditions of each Service
- Any prerequisites to be provided by the Customer (e.g. hardware or equipment to be supplied, including power supply and Internet network, minimum configuration requirements, settings, etc.)
- Any services from third parties to which the Customer must subscribe, if necessary (e.g. receptionists).

The Customer undertakes to take all necessary measures to respect these prerequisites and to implement the relevant third-party services.

3.1.2 Location at which the Services are provided

The Services are provided at the locations indicated in the corresponding Quotations. The Customer undertakes to provide access to the staff of the Service Provider (hereinafter referred to as the "**Service Provider's Staff**"), as well as any subcontractors entrusted to carry out the Services, to the premises, installations and supplies to whatever extent is necessary for the provision of the Services.

The Customer must provide the Service Provider with the internal regulations in effect at these premises and the Service Provider's Staff and all subcontractors must strictly comply with these regulations and all provisions of labour law and any specific health and safety requirements applicable to work carried out in an establishment by an external company.

3.1.3 Equipment

When the Services include the provision of equipment such as computer hardware or audio-visual devices (hereinafter referred to as the "**Equipment**"), this equipment remains the property of the Service Provider or any subcontractor whose services may have been called upon by the Service Provider. The Customer is however responsible for this Equipment throughout the term of the Services, in accordance with the conditions provided for in Article 9.5.

3.1.4 Software and specific IT development

When the Services include the provision of software and/or specific IT development to meet the Customer's needs (hereinafter collectively referred to as the "**Software**"), the intellectual property rights relating thereto remain the property of the Service Provider. The Customer is only granted a non-exclusive and non-transferable license to the Software, without the right to grant sub-licenses, for the term of the Services and in the territory in which they are being provided. Consequently, the Customer will expressly refrain from:

- Permanently or temporarily reproducing of all or part of the Software through any means or in any form
- Modifying the Software and/or merging all or part of the Software into other computer programs
- Removing, obscuring or otherwise altering any proprietary notices associated with the Software
- Compiling the Software, decompiling it, disassembling it, translating it, analysing it, reverse engineering it or attempting to do so, except to the extent permitted by law and in particular as provided for in Article L. 122-6-1 of the Intellectual Property Code
- Using the Software to develop a competing product
- Using the Software beyond the term of the Services
- And, more generally, performing any act of use or exploitation of the Software not included in the license above.

3.1.5 Verification of Services

It is the Customer's responsibility to check and test the installation and proper functioning of the Equipment before using it and, when the Equipment is made available to the Customer for a given event (hereinafter referred to as the "**Event**"), that this check and test be carried out before the start of the Event. The Customer must inform the Service Provider, without delay, of any difficulty or any modification that it wishes to make to the installation of the Equipment. The Service Provider will not be held responsible whatsoever for any difficulties that it is not able to correct or modifications that it is not able to implement due to the Customer's failing to check the Services or due to a lack of information provided by the Customer.

3.2 Specific provisions for certain Services

3.2.1 Equipment Rental

The computer Equipment that can be rented by the Customer only contains an operating system and an antivirus. The Service Provider does not guarantee, however, that the latter is up-to-date on the date of the rental.

If the installation of the Equipment is entrusted to the Service Provider, the Customer must provide the former with all access rights, administrator rights and necessary information given that it is the latter's hardware, environment and equipment, in order to enable the Service Provider to carry out the installation.

In any case, it is the Customer's responsibility, before using the Equipment, to update the antivirus and install any necessary software for the intended use of the Equipment. The Customer is solely responsible for obtaining the necessary licenses in this respect.

3.2.2 Services requiring the intervention of external staff (in particular: printing or scanning ID badges)

The Services do not include the provision of external staff and in particular of receptionists (hereinafter referred to as the "**External Staff**"). It is the Customer's responsibility to make any necessary arrangements for the intervention of External Staff. The Service Provider undertakes, however, to train this staff for the purpose of providing the Services.

3.2.3 Services requiring the use of external equipment or media feeds

The Service Provider cannot be held responsible for the proper functioning or quality of equipment or media feeds provided by third parties. Express reference is made to this point in Article 11.1.

4. Cancellation

Unless otherwise stated in the Quotation, in the event that the Customer wishes to cancel their order for the Services for any reason whatsoever, it agrees to pay the Service Provider upon receipt of the latter's invoice, cancellation fees corresponding to:

- 50% (fifty percent) of the total price of the Services cancelled if the cancellation occurs between 90 (ninety) and 31 (thirty-one) days before the scheduled start of these Services
- 80% (eighty percent) of the total price of the Services cancelled if the cancellation occurs between 30 (thirty) and 11 (eleven) days before the scheduled start of these Services
- The total price of the Services cancelled if the cancellation occurs 10 (ten) days or less before the scheduled start of these Services.

For the purposes of implementing the above provisions, cancellation is deemed to take place on the date the Service Provider receives any written notification of this cancellation from the Customer (including email).

If on this date the Customer has already paid more than the amount of the applicable cancellation fees, the overpayment will be reimbursed by the Service Provider as soon as possible.

5. Invoicing and terms of payment

5.1 Price of the Services and Costs

The price of the Services ordered by the Customer, as well as any deposits or payment schedules, are indicated in the corresponding Quotation(s).

The costs of any consumables, as well as travel, accommodation and food costs are indicated in the Quotation(s).

Other costs borne by the Service Provider in order to provide the Services will be reimbursed by the Customer, upon presentation of the corresponding accounting documents.

5.2 Additional fee applicable when the term of provision of Services stipulated in the Quotation is exceeded

In the event the term of provision of the Services as stipulated in the Quotation (hereinafter referred to as the "**Projected Term**") is exceeded, an additional fee will be applied to the Services for each intervening party listed in the Quotation, who continues to provide the Services beyond the Projected Term.

This additional fee will be 1/5 (one-fifth) of the daily rate applicable to each intervening party per additional hour beyond the Projected Term, any hour begun being an hour due.

5.3 Invoicing

Unless otherwise stated, the Service Provider's invoices are payable upon receipt.

5.4 Late payment

Any lateness in payment of all or part of an amount due to the Service Provider at its due date, under this Contract, will automatically result in:

- (i) Immediate suspension of the Services until complete payment of all amounts due is received
- (ii) Invoicing by the Service Provider of a late payment interest, owed for the sole reason that the contractual due date had been reached, at the rate of 3 (three) times the legal interest rate, added to the total of all due amounts that were not paid on time as well as a fixed-sum indemnity of 40 (forty) Euro for recovery costs, and this without prejudice to any additional compensation if the recovery costs actually incurred exceed this amount. Late payment penalties are due without the need for a reminder, and this from the first day of late payment.

6. Agreement in relation to proof

The Customer expressly acknowledges and accepts that:

- (i) Data collected on the Service Provider's computer equipment attests to the reality of the transactions performed within the framework of this Contract
- (ii) This data is the main means of acceptable proof between the parties, in particular for the calculation of amounts due to the Service Provider.

The Customer may access this data upon request to the Service Provider, provided that this request is made within the time limit set in Article 7.1.4.

The parties further agree that in the event of dispute, the electronic documents exchanged between them (emails, text messages or i-messages) will be admissible in court and will constitute proof of the data and facts they contain.

7. Data collected and/or processed as part of the Services

7.1 General

7.1.1 Data provided by the Customer to the Service Provider for the purposes of providing the Services (hereinafter referred to as the "**Customer Data**") will remain the sole property of the Service Provider. The Service Provider undertakes to use this data exclusively for the provision of the Services.

7.1.2 The Customer undertakes to provide the Customer Data to the Service Provider in accordance with the terms of, and in the format indicated by the latter. The Customer further undertakes to provide this Data in a structured, tidy form (in particular, with no duplicate entries) in such a way as to be directly exploitable by the Service Provider. The Customer expressly accepts that any work the Service Provider must do to the Customer Data to make this data exploitable for the purposes of providing the Services will be invoiced to the Customer at a man-day rate (technician) added to the price of the Services.

7.1.3 Given that this data is updated or produced as part of the Services (hereinafter referred to as the "**Generated Data**"), the Service Provider undertakes to take all necessary measures to ensure that they are backed up to prevent them from being destroyed or lost. This Data may be sent to the Customer upon request. It is therefore up to the Customer who wishes to obtain a copy of the Generated Data to make an express request to the Service Provider, within the time limit set in Article 7.1.4. When making this request, the Customer must provide the Service Provider with any useful information concerning the frequency of backups and, if needed, the type of sorting or statistics it wishes to receive.

7.1.4 All Data relating to a Service (Customer Data and Generated Data) will be permanently removed from the Service Provider's equipment 3 (three) months after the end of the Services or, if it is related to a given Event, 3 (three) months after the end of that Event. **It is therefore up to the Customer who wishes to be sent this Data to make an express request to the Service Provider before this date.**

Notwithstanding the foregoing, given that the Equipment consists of computer terminals and/or servers, the Customer is expressly informed and agrees that all of this Equipment will be reset and/or reinstalled each time it is returned and all data that may have been stored on it by the Customer will be lost. **It is therefore the responsibility of the Customer to make any necessary backup of this data before returning the Equipment to the Service Provider.**

7.2 Provisions related to personal data

Without prejudice to the provisions of Article 7.1, Customer Data and Generated Data which is of a personal nature (hereinafter referred to as the "**Personal Data**") is subject to the following provisions.

The Service Provider and the Customer undertake, each for their own part, to comply with the regulations applicable to Personal Data and in particular the General Data Protection Regulation (EU Regulation 2016/679 of 27 April 2016).

The Service Provider acts exclusively as an external data processor of Personal Data, the Customer retaining its role as data controller.

The Customer will be the sole decision-maker and will be solely responsible for determining the characteristics of the data processing (subject matter, duration and purpose of the processing, types of data collected, categories of data subjects and data recipients). It is the Customer's responsibility to inform the Service Provider of these characteristics in writing, through any pertinent channels.

In his capacity as data controller, the Customer is obliged to fulfill his obligations under the above-mentioned Regulation, particularly with regard to the obligation to provide the data subjects with the appropriate information, the maintaining of a record of processing activities, and more generally, respect of the principles set out by the Regulation.

The Service Provider undertakes for his part to respect the following obligations:

- **Data processing:**

The Service Provider undertakes to process the Personal Data exclusively for the purposes of providing the Services and only on documented instructions of the Customer, including with regard to transfers of personal data outside of the European Union. The Service Provider undertakes in this respect to inform the Customer if it believes that an instruction constitutes a violation of the applicable regulations.

- **Security and confidentiality of personal data:**

The Service Provider undertakes to implement the appropriate technical and organizational measures to ensure the security and integrity of the Personal Data, backing it up and restoring it in the event of a physical or technical incident - subject to the provisions of Article 11.5. The Service Provider also ensures that anyone given authorization to process the Personal Data will be subject to an obligation to keep it confidential.

- **Further data processors:**

The Service Provider undertakes not to engage another processor without prior specific or general written authorisation of the Customer. In the case of general written authorisation, the processor shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes.

- **Provision of information:**

The Service Provider undertakes to assist the Customer, as far as possible, in fulfilling its obligation to respond to requests from those requesting their data for the purpose of exercising their rights under Chapter III of the General Data Protection Regulation. He also undertakes to assist the Customer, upon its request, to ensure compliance with its obligations under Articles 32 to 36 of the General Data Protection Regulation, given the nature of the processing and the actual information made available to the Service Provider.

- **Notification of a personal data breach:**

The Service Provider undertakes to notify any personal data breach to the Customer not later than 72 hours after having become aware of it. Should the Customer have to notify such breach to the supervisory authority, the Service Provider shall provide the Customer with all appropriate documentation.

- **Suppression of personal data:**

The Service Provider undertakes to delete the Personal Data processed, after sending it to the Customer if requested, in accordance with Article 7.1.4 and not keeping a copy thereof

- **Record of processing activities and documentation**

The Service Provider shall maintain a record of all processing activities carried out on behalf of his customers. He shall provide the Customer, upon its request, with all information necessary to demonstrate compliance with the above obligations.

8. Service Provider's Staff, Social Security regulations

8.1 The Service Provider undertakes to assign qualified staff to provide the Services.

8.2 The Service Provider's Staff remain under its sole management, authority and responsibility throughout the provision of the Services.

However, it is the Customer's responsibility to ensure that the Service Provider is able to comply with the applicable social security regulations, in particular with regard to the working hours and break and rest times of the Service Provider's Staff who are present at the location where the Services are being provided.

In this respect, the Customer will bear the additional costs provided for in Article 5.2 as well as any costs incurred should the Projected Term of Services be exceeded, when this is not caused by the Service Provider.

8.3 The Service Provider declares that it complies with all current tax and social legislation, is up to date in its payment of social security contributions and is able to provide evidence of compliance with the various applicable requirements in this regard upon request of the Customer. The Service Provider undertakes to provide the Customer with the following documents upon request:

- (i) An identification card proving registration with the Trade Register or a certificate of registration with the Trade and Companies Register, dated less than three (3) months ("extrait K" or "KBIS", company registration) or equivalent for a foreign company
- (ii) Proof of delivery of the Service Provider's social security declarations, issued by the social security agency responsible for collecting social contributions
- (iii) A sworn statement, in which the Service Provider certifies that it has filed with the tax authorities on the date of the statement, all required tax returns, and that its business will be conducted with employees that are legally employed in compliance with the French Labour Code.

8.4 Each of the parties undertakes, unless otherwise agreed previously in writing, not to directly or indirectly attempt to hire any employee of the other Party who has directly participated in the provision of the Services, and this throughout the term of these Services and in the 12 (twelve) months following the end of the Services. In the event of a breach of this Article, the non-breaching party may claim from the breaching party, within a

maximum period of 3 (three) months following the hiring of the employee in question, compensation that is fixed at 6 (six) months of the net remuneration of this employee, by way of a penalty clause.

9. The Customer's obligations

Without prejudice to any other obligations stipulated herein, the Customer agrees to respect the following obligations:

- 9.1** The Customer undertakes to provide the Service Provider with all the necessary documents, elements, data and information and, more generally, to cooperate actively with the Service Provider as well as with any third party it may designate for the proper provision of the Services. It is also the Customer's responsibility to ensure coordination between its various teams as needed. The Customer's contact persons working with the Service Provider must have a sufficient level of qualification with regard to the nature of the Services that will enable them to ensure an effective working relationship.
- 9.2** The Customer agrees to take into account and implement any advice provided by the Service Provider in an endeavour to respect the warnings of the latter regarding the constraints of the physical equipment and non-physical specificities (e.g. network, connection, etc.).
- 9.3** It undertakes to inform the Service Provider without delay of any difficulty in providing the Services that it may be aware of, in order to enable the Service Provider to take the appropriate measures. It is the Customer's responsibility to exercise due diligence in this regard and in particular to regularly check the proper functioning of the Equipment that it is renting or that is made available to it, throughout the term of the Services.
- 9.4** The Customer is solely responsible for the documents, elements, data and information that it provides to the Service Provider and in particular for their accuracy and completeness. It guarantees the latter that it has all the necessary rights and authorizations to use these within the framework of the Services.
- 9.5** The Customer is solely responsible for the Equipment that it is renting or that is made available to it:
- From the moment the Equipment is delivered to it and until its return to the Service Provider, in the case of Services of Equipment rental
 - From the installation of the Equipment at the location the Services will be provided until the end of the dismantling of the Equipment at the end of the Services in the case of Equipment provided to the Customer as part of another Service
- ... (hereinafter referred to as the "**Holding Period**").

The Customer will ensure the conservation, safety and maintenance of the Equipment throughout the Holding Period. It is the Customer's responsibility to take out any relevant insurance and, if necessary, to organise any necessary security services in this respect.

The Customer must refuse any Equipment that does not comply with the Quotation and inform the Service Provider of its reservations in writing, detailing any apparent defects and/or non-compliance at the very beginning of the Holding Period and at the latest within the first 2 (two) hours.

In the event the equipment is damaged, missing or stolen at the end of the Services, the Customer undertakes to compensate the Service Provider without delay. Compensation for the Equipment will be based on the replacement value of new equipment on the date of return (or the date the return was originally scheduled), after deducting 10% per year for obsolescence, capped at 50%. For Equipment that is less than one year old, the deduction for obsolescence will be 0.9% per month of the Equipment's age. Even if compensation is paid by the Customer, this will not lead to the sale of the damaged Equipment, which remains the property of the Service Provider.

- 9.6** The Customer guarantees the Service Provider against any claims, demands, actions and/or grievances whatsoever, that the latter could incur as a result of a breach by the Customer of any one of its obligations or guarantees under this Contract. The Customer agrees to compensate the Service Provider for any prejudice that the latter would be subject to, and to pay any costs (including legal fees), charges and/or orders to pay costs that the latter could incur as a result of this breach.
- 9.7** The Customer certifies that it is insured with a reputedly solvent insurance company for the liabilities it may incur under this Contract. It agrees to maintain this insurance policy throughout the term of the Contract and to provide proof of this to the Service Provider on request.

10. The Service Provider's obligations

Without prejudice to any other obligations stipulated herein, the Service Provider agrees to respect the following obligations:

- 10.1** The Service Provider agrees to provide the Services with diligence and in compliance with trade practices, bearing in mind that it has an obligation to provide means, but this without any obligation of result, and this is expressly acknowledged and agreed by the Customer.
- 10.2** It undertakes to take the appropriate measures to ensure that the Equipment that is rented or made available to the Customer as part of the Services is protected against computer viruses, but in this respect, is only bound by an obligation of means. The Service Provider cannot therefore be held responsible for any virus contamination of Customer Data or Generated Data, or more generally any file, insofar as it has used antivirus software in accordance with industry standards in this field.

Concerning the update of the antivirus installed on the Equipment that is rented or made available to the Customer, refer to Article 3.2.1.

- 10.3** The Service Provider certifies that it is insured with a reputedly solvent insurance company for any liability that it may incur under this Contract. It undertakes to maintain this insurance policy throughout the term of the Contract and to provide proof to the Customer upon request.

11. Limitation of liability and guarantee of Service Provider

- 11.1** The Service Provider cannot be held liable for any shortcomings or delays in the provision or incomplete provision of the Services due to:
- (i) Technical or logistical specificities or constraints related to the Customer's equipment or environment or those at the location the Services are being provided,

of which it was not informed prior to drawing up the Quotation, even if it accepts to continue to provide the Services without drawing up a new Quotation as provided for in Article 2.

- (ii) The environment in which the Services are provided or the hardware, software or equipment provided by the Customer or by third parties, or relating to the location where the Services are being provided (including, but not limited to, the banking platform for online payment, the Wi-Fi network, the electricity network, or the sound recording system of a convention centre).
 - (iii) External conditions (e.g. bad weather, roadworks, fibre optics repair work or saturation of the Internet networks at certain times).
 - (iv) Coordination with services provided by third parties.
- 11.2** The Service Provider cannot be held liable if an unauthorized third party interferes with the configuration and/or the administration of the Software or Equipment or if the Software or Equipment is used in a way that does not comply with the guidelines provided by the Service Provider.
- 11.3** The Service Provider will not be responsible for the performance of services provided by third parties.
- 11.4** With regard to the Equipment rental Services, the Service Provider cannot guarantee the Customer that the equipment in question will be available on the date the Customer accepts the corresponding Quotation.
- 11.5** In the case of Services involving the provision of Equipment for an Event (e.g. ID badges, printing terminals, etc.), the Customer is informed and agrees that this Equipment, by virtue of its purpose and location, will be freely accessible to any person at the Event venue. The Service Provider's Staff will not under any circumstances monitor or ensure the safety of the Equipment. The Service Provider cannot be held responsible should anyone commit malicious acts on or meddle with this Equipment while the Services are being provided.
- 11.6** Regarding Services involving emailing, the Service Provider will not be held responsible for any difficulties or impossibilities of routing emails to their recipients that are due to spam filters or firewalls on the recipients' systems.
- 11.7** With regard to Services involving the storage, reproduction or distribution of content provided by the Customer or by the participants in an Event, the Service Provider will not be held liable if such content infringes the rights of any third party or current regulations.

The Service Provider will also not be responsible for any changes that may occur to this content when it is posted that may be due to compatibility issues between different computer systems.

- 11.8** Effectively, save injury or death and except in the event of gross fault or breach of an essential obligation of this Contract stripping it of its substance, the Service Provider will not be held liable to the Customer for the payment of direct, material, commercial, financial or moral damages, of any nature whatsoever, as a result of using the Services, for an amount exceeding the amounts invoiced by the Service Provider by way of compensation for the Services that incurred its liability, at the time the alleged damages occurred. Moreover, the Service Provider's liability may only be incurred if the Customer sends the former a complaint, by registered letter with acknowledgement of receipt, within a period of 1 (one) month following such an occurrence.

12. Confidentiality

Each party undertakes to keep strictly confidential any documents, elements, data and information which it receives from the other party and which is specifically identified by the other party as being of a confidential nature. As regards the Service Provider, the parties expressly agree that this obligation of confidentiality also covers the Personal Data that the Service Provider will process for the Customer as part of the Services. All of this information is hereinafter referred to as "**Confidential Information**".

The party receiving Confidential Information undertakes not to disclose it without the prior consent of the other party, for a period of 3 (three) years from the end of the provision of the relevant Services. It may only forward this Confidential Information to employees, collaborators, trainees or consultants if they are bound by the same obligation of confidentiality as provided for herein. This obligation does not extend to documents, elements, data or information:

- (i) That the party who receives them already had previous knowledge of
- (ii) That are already in the public sphere at the moment they are sent between the parties or that enter the public sphere without breaching this Contract
- (iii) That were lawfully received from a third party
- (iv) Whose disclosure is required by legal authorities, through the application of laws or regulations or with a view to establishing the rights of a party under this Contract.

13. Force majeure

Neither party will be held responsible for any loss, damage or delay caused by an event of force majeure as defined by jurisprudence.

The parties agree that the term "force majeure" within the meaning of this article also applies to any acts of war, terrorism, general strike, natural disaster, epidemic or any decision made by any authority preventing the Event, the subject matter of the Services, from taking place.

Each party undertakes to notify the other as soon as possible, through any pertinent channels, including by email, of the occurrence of an event of force majeure that would impede the performance of its obligations. This Contract will then be suspended and the parties will meet to decide how to proceed with the Contract.

Should the event of force majeure continue beyond a period of 1 (one) month, this Contract may be terminated by either party, by registered letter with acknowledgement of receipt, without either party having to pay any compensation to the other.

14. Subcontracting

The Service Provider reserves the right to entrust all or part of the provision of the Services to subcontractors, which the Customer expressly accepts.

The Customer has already been informed and agrees that:

- Hosting of all or part of the Customer Data or Generated Data (including Personal Data) may be subcontracted to the following hosting provider:

- **Ikoula**
SAS, registered under the number 417 680 618 with the Trade and Companies Register of Nanterre
Whose head office is located at 175 rue d'Aguesseau, 92100 Boulogne Billancourt
- Emailing Services (including the processing of the corresponding Personal Data) may be subcontracted to the following service provider:
 - **Mailjet**
SAS, registered under the number 524 536 992 with the Trade and Companies Register of Paris
Whose head office is located at 13-13 bis, rue de l'Aubrac, 75012 Paris

The Service Provider undertakes to ensure that its subcontractors comply with the regulations applicable to Personal Data and in particular with the General Data Protection Regulation (EU Regulation 2016/679 of 27 April 2016).

The Service Provider also undertakes to ensure that its subcontractors respect the same contractual obligations as those to which it is bound itself within the framework of the Contract. The Service Provider will remain solely responsible in all circumstances for the proper provision of the Services to the Customer.

15. Commercial References

The Customer expressly authorizes the Service Provider to use:

- (i) Its name, brand, trademark, logo and references to its website
 - (ii) The name and logo of the Event, which is the subject matter of the Services
 - (iii) The images of the Event, which is the subject matter of the Services
- ... as commercial references, on any medium and in any form whatsoever.

16. Language

In the event that these general terms and conditions are translated into one or more languages, the language of interpretation will be French in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

17. Amendments

The Service Provider reserves the right to amend these general terms and conditions at any time. In this case, the conditions that will apply will be those in effect on the date the Customer validates the Quotation.

18. Law and Jurisdiction

These general terms and conditions are governed by French law.

In the event of dispute concerning the validity, interpretation and/or application of these general terms and conditions, all parties hereby agree that the courts of Nice (France) will be the only competent jurisdiction capable of judging the dispute, save conflicting mandatory rules of practice.