

TERMS AND CONDITIONS

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Article 1. SCOPE

The purpose of these General Terms and Conditions of Services (TERMS) is to define the conditions for the provision and use of use of CONTINEW Services. Together with all the documents to which they refer and any applicable Special Conditions of Service, they form a contract (hereinafter referred to as the "CONTRACT") concluded between CONTINEW SAS, a French company domiciled at 16 boulevard de Valmy 42300 Roanne, and registered with the RCS Roanne at number 503 809 147 (hereinafter referred to as "CONTINEW"), and any person, company, group, association and liberal enterprise established in France or in Europe (hereinafter referred to as the "CUSTOMER") can justify a means of payment in Euros and creating a Customer Account on the CONTINEW website.

The subscription to a contract relating to a service to be performed by CONTINEW entails the full and unreserved acceptance of these General Conditions of Services, which cancel and replace any previous agreement.

Article 2. DEFINITIONS

In these TERMS, capitalized or capitalized terms will have the following meaning:

" **CONTINEW** " is a firm providing and advising on the receivership, verification, protection and safeguarding of critical data for the technological continuity of businesses and communities.

" **CLIENT ACCOUNT** " means the area reserved for the Customer on the Customer Area.

" **CLIENT SPACE** " means the CONTINEW continuity platform accessible from <https://continew.fr/continewexpress>. This platform makes it possible to record the parameters necessary for the smooth running of the BENEFIT.

" **SCOPE** " means the project defined by mutual agreement between the DEPOSITOR and the BENEFICIARY who benefit from the CONTINEW BENEFIT and from which the associated PRODUCTS and TECHNICAL DOCUMENTS originate.

" **BENEFIT** " means all the obligations imposed on CONTINEW by the validation of an Order.

" **PRODUCT** " means the products, developed or modified, by the DEPOSITOR and provided to the BENEFICIARY, included in the SCOPE, whether or not they may be protected by copyright or by a patent, including, in particular, any notices, reports and user manuals.

"**SERVICE**" means the services presented on the SITE and which are the subject of a description mentioning their essential characteristics.

"**SITE**" means the CONTINEW website accessible from <https://continew.fr>.

Words in the plural can be understood in the singular and vice versa.

Article 3. PURPOSE

The CUSTOMER uses the skills of CONTINEW to act as a trusted third-party technology for the purposes of the receivership of data. This sequestration will have the effect of:

- For the DEPOSITOR: to accept an ESCROW CONTRACT with validated release clauses, to designate BENEFICIARIES of the contract, to make digital document repositories;
- For the BENEFICIARY: assert his rights of access to sources in the event of the release clause.

Article 4. ORDERING SERVICES

As of the activation of his Customer Account by CONTINEW, the Customer may order SERVICES (hereinafter referred to as the "Order"). Orders can be placed from the CONTINEW Express platform. The Customer is solely responsible for the management of his Client Account and the authentication means (such as identifiers, passwords, etc.) associated with it. Any Order for SERVICES made from the Customer Account is deemed to have been placed by the Customer and is binding on the Customer. The SERVICES are made available only after receipt by CONTINEW of the payment of the Customer. It is the Customer's responsibility to ensure that the conditions of provision of the SERVICES ordered are in accordance with his needs.

The Order is made from the Customer Area and is the subject of an online quote. The Order becomes effective when the depositor has validated its payment by credit card. CONTINEW issues the invoice to the CLIENT by email, this invoice is also accessible from the list of invoices on the Customer Area.

The Order is an inseparable contractual element of these General Conditions of Services. Supplements possibly ordered at a later period must be the subject of a new Order.

Article 5. CUSTOMER ACCOUNT

5.1 Customer Account

order to order the CONTINEW Services, the Customer must have a valid Customer Account. The Customer creates his Customer Account online on the Customer Area of CONTINEW. The Customer provides all the required information (including email, identity, contact details, banking information, etc.) and undertakes that all the information thus provided is accurate and up to date throughout the duration of the Agreement. When the Customer Account is created and used by a person acting on behalf of and for the account of the Customer, it declares and warrants to CONTINEW the power and capacity necessary to represent and engage the Customer under the conditions set out in the Contract.

5.2 Verification and activation of the Customer Account

CONTINEW reserves the right to check the accuracy of the information provided by or on behalf of the Customer prior to the activation of his Account and at any time during the Contract. CONTINEW reserves the right not to activate or deactivate the Customer Account in the event of incomplete, incorrect or fraudulent information.

Article 6. SUPPORT OF CONTINEW

CONTINEW establishes a technical and commercial support service for anomalies relating to the SERVICES and consisting of assisting, advising and processing CLIENT requests from online or telephone support. In such a case, it is up to the CLIENT to contact the CONTINEW support teams.

Article 7. EFFECT AND DURATION OF THE SERVICES

7.1 Entry into force

Any subscription of a SERVICES subscription proposed on the Customer Area supposes the consultation and the preliminary acceptance of these CGS. The Client indicates his acceptance of the CGS, by ticking the box "I accept the CGS". The present CGS take effect as from their validation and last as long as the CUSTOMER continues his subscription under the BENEFIT.

7.2 Renewal

They are renewed automatically at the end of this one-year period by tacit renewal, for a period identical to the initial period.

7.3 Modification

CONTINEW may at any time and by right modify the present General Conditions of Services. For Services in use, the Customer is notified by email and on his Customer Account of any modification of the Terms of Service in force.

7.4 Unsubscribe

The DEPOSITOR may request CONTINEW to unsubscribe from his Customer Account by courier service as long as there is no BENEFIT payment that requires him to comply with his obligations mentioned in the "Escrow Agreement". In the event that the DEPOSITOR and the BENEFICIARY have an ongoing, the termination conditions are specified on the "Escrow Agreement".

The termination of the Client Account does not imply in any way the end of the obligations foreseeing a specific duration or those having to survive it, in particular the obligations of confidentiality, which will continue to produce their full legal effects.

7.5 Termination for default

In the event of malicious, illegal or fraudulent use of the Services, or of use made in violation of the rights of a third party, CONTINEW may, by operation of law, terminate the Services concerned or the Agreement in its entirety, by email and without prior notice. This paragraph does not affect the right of CONTINEW to suspend or interrupt the Services under the conditions set out in the Contract, particularly in the event of non-compliance with the General Terms and Conditions of Services in force. Terminations for default are without prejudice to any damages and interest that may be claimed from the defaulting party.

Article 8. CONTINEW COMMITMENT

8.1 General Obligations

CONTINEW undertakes to perform its SERVICES in accordance with the state of the art by using technological solutions that comply with international market standards.

CONTINEW undertakes:

a / to implement the measures of confidentiality and strong security, safeguarding the data defined in the Technical Description of the SERVICE in Article 9.

b / to implement all the reasonable means to provide access to the Customer Area and the SERVICE.

8.2 Limitation of commitments of CONTINEW

CONTINEW does not guarantee in any way the quality of the items deposited and their compliance with the stipulations of the contract between the DEPOSITOR and the BENEFICIARY.

Moreover, CONTINEW does not engage in any way in the case of violation of the commitments of the CUSTOMER concerning the Intellectual Property of the goods contained in the TECHNICAL DOCUMENTS.

Article 9. TECHNICAL DESCRIPTION OF THE SERVICE

CONTINEW carries out for this step the following activities:

- Open the Customer Area to the DEPOSITOR
- Collect the deposited data
- Ensure the strong authentication of the data
- Create the electronic safes (secure envelopes) and the signatures of the data inspected
- Create the necessary media
- Organize off-line storage in two highly secure and separate environments in France.
- Issue the certificate of continuity deposit to the DEPOSITOR and each BENEFICIARY.
- Alert the DEPOSITOR on the anniversary dates to ensure deposit updates.

The Customer Area is a software tool provided as is to the CLIENT, allowing to set up an ESCROW CONTRACT simply and quickly.

Article 10. LIABILITY

10.1 Responsibility of CONTINEW

CONTINEW is bound by an obligation of means for the provision of the Services.

The Customer declares to be informed of the constraints and limits of the Internet networks and will not be able to in any case seek the responsibility of CONTINEW for malfunctions in the access to the Services, speeds of opening and consultation of the pages of the Services, the temporary or permanent inaccessibility of the Services or fraudulent use by Customers or third parties of the Site.

CONTINEW's liability cannot be incurred:

- in the event of breach of any obligation resulting from a fortuitous event or an event of force majeure within the meaning of Article 1218 of the Civil Code, including, but not limited to be limited, unpredictable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, lack of production or non-personal transportation, disruption of supply, wars, riots, insurrections and more generally any circumstance or event preventing the Company from properly performing its obligations;
- in the event that the information, data, instructions, instructions, materials or media provided by the Customer are erroneous or incomplete, and more generally in the event that the non-performance or the defective performance of the Services results in all or part of the behavior, failure or failure of the Client;
- in the event that certain services or functionalities are not accessible on the Site due to a deactivation by a Customer of cookies via the interface of the browser software;
- in the event that the functionalities of the Site prove to be incompatible with certain equipment and / or functionalities of the computer equipment of a Customer.

The Customer is also responsible for the content and information imported, stored and / or published on the Site and undertakes not to use any technical measures likely to circumvent the technical protection measures put in place by CONTINEW in order to avoid any fraudulent use of the Site and the Services.

CONTINEW can only be held liable for full payment of the Order. In the absence of an Order, the Customer takes under its sole responsibility all measures to ensure the integrity and the safeguarding of all its data, files and documents and renounces to seek the responsibility of CONTINEW in case any damage to the data, files or any other document that may have been entrusted to CONTINEW in connection with the use of the Site and / or the Services.

More generally, each Customer agrees to guarantee CONTINEW any claim, claim, or opposition and more generally any proceedings that would be formed against him because of the use that would have been made by the Customer of the Site or Services.

In the absence of an Order, CONTINEW incurs no liability for any indirect or immaterial damages such as financial loss, loss of opportunity, loss of profit, loss of contract, loss of order, loss of customers, loss of exploitation, prejudice or commercial disturbance or image damage, which could result from the defective supply or lack of supply of the Services.

CONTINEW's liability may not exceed an amount equal to the price excluding taxes collected from the Customer for the supply of the Services during the last twelve (12) months.

In accordance with the provisions of article 2254 of the French Civil Code, any legal action by a Customer with respect to CONTINEW is affected by the prescription at the end of a period of one (1) year following the date on which the Client concerned has known or is presumed to have known of the harmful event.

10.2 Customer Responsibility

Each Customer undertakes to access and use the Site and the Services in a fair manner and in accordance with applicable laws and these Terms and Conditions.

The data and information communicated or put online by the Customer must be accurate, sincere and fair and will be communicated under its sole responsibility.

More generally, the Client undertakes to:

- ensure compliance, in all circumstances, with the legal, social, administrative and tax obligations applicable to his professional status;
- not to modify, during the execution of the Services, their nature or their modes of supply, except preliminary and written agreement of CONTINEW;
- pay the price of the Services as provided herein;
- not to distribute illegal content or having the effect of diminishing, disrupting, slowing down or interrupting the normal circulation of data in the Customer Area;
- immediately notify CONTINEW of any difficulties, reservations or disputes arising during the performance of the Services or any abnormal, abusive or fraudulent use of the Site of which it is aware.

In the event that a Customer is responsible for an infringement of the legislation in force or an infringement of the rights of third parties, CONTINEW reserves the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, services). police), any information allowing or facilitating the identification of the offending Customer.

Article 11. FINANCIAL CONDITIONS

11.1 Rates

The amount of CONTINEW's services is defined in the "My Shopping Cart" area on the Customer Area.

11.2 Methods of payment

The CLIENT is solely responsible for the payment of the SERVICES. He undertakes to register a valid means of payment in his Customer Account, and to have the necessary funds for the payment of the SERVICES. The prices are due in their entirety, the CLIENT cannot claim any refund in case of non-use, partial use, suspension or stop the use of the Services before the end of the

Period of use. This is without prejudice to the possibility for the Customer to engage the responsibility of CONTINEW in the conditions provided for in the article "Liability"

Invoices are sent by e-mail to the address designated by our client and downloadable on the customer area. Invoices are payable by credit card, bank transfer or check.

11.2.1 Settlement period

CONTINEW will issue an invoice corresponding to the amount of the billable services in compliance with the amount validated in "My basket". The sums due are payable by the CUSTOMER. No discount rate is allowed.

11.2.2 Terms of payment

The payment will be made by credit card on the account of CONTINEW, via the platform MONETICO Payments. In the event of payment of exceptional banking fees, CONTINEW reserves the possibility of invoicing the amount of its expenses to the CLIENT or to compensate them by increasing the amount of the invoice which is at the origin or by increasing the following one.

11.2.3 Renewal of Services

SERVICES are tacitly renewed annually. This annual renewal called "ACTIVE MANAGEMENT" is the subject of a specific billing accessible from the Customer Area. The CUSTOMER is informed by CONTINEW of an invoice corresponding to Active Management pending payment from the date of payment of the Order + 10 months then every 15 days until the anniversary date of the ESCROW AGREEMENT + 1 year.

CONTINEW reserves the right to terminate a renewal, in particular if the SERVICE disappears with reasonable notice.

11.3 Failure to payment

11.3.1 Penalty for late

In case of late payment CONTINEW will have the right to claim a late penalty calculated by applying a late interest rate equal to three times the annual rate of legal interest and calculated from the due date;

This formal notice entails, in addition:

- the immediate payment of all outstanding receivables;
- the repayment of any possible judicial and extrajudicial costs.

If applicable, if no payment is made within 20 calendar days, CONTINEW reserves the right to inform authorized persons at the DEPOSITOR and the BENEFICIARIES of the end of the subscription and deposit updates. associated.

11.3.2 Deduction - compensation

All deductions and / or compensations are expressly excluded, except with the prior written consent of CONTINEW.

11.4 Proof of transactions

The data recorded by the payment system used and chosen by CONTINEW (bank or other), constitute the proof of all financial transactions made by CONTINEW, the Customer and said establishment (or other organization).

Article 12. CONFIDENTIALITY

12.1 Commitment

The Parties undertake, as a confidentiality clause, for the entire duration of these GCS and for a period of five (5) years after its expiry, for whatever reason, to confidentiality. more total, by refraining from disclosing, directly or indirectly, any information, knowledge or know-how concerning other co-contractors and its operating procedures, to which they could have had access in the context of the execution of this contract (hereinafter 'the Information').

The Parties will not be subject to the obligation of confidentiality and will not be subject to any information restrictions if they provide tangible proof and at a certain date:

- a) that the Information has fallen into the public domain prior to its disclosure, or;
- b) the use or disclosure has been expressly authorized in writing by the other Party, or;
- c) that it merely stated the existence of these CGS.

12.2 The Parties further undertake:

- a) to use the Information only for the purposes of the object of the contract, and directly or indirectly for no other purpose,

- b) to take the necessary measures, in particular to his / her person, parent company, subsidiaries and possible subcontractors, so that information of any kind communicated to them by the other party during the performance of this contract is kept confidential;
- c) to limit the disclosure of the Information only to employees and managers who need to know it for the purposes of the performance of the BENEFITS, provided that they are subject to a valid and written agreement confidentiality whose terms must be at least as binding as those of this contract;
- (d) not to attempt to evade its obligations under this Agreement by combining some of the Information with information derived from a source or other sources so as to justify the use of the Information at its own purposes.

12.3 Preventive Measures

To preserve confidentiality and limit the use of all or part of the Information, the Parties shall:

- a) keep the Information away from all their own documents and other files,
- b) inform each of their employees to whom the Information is communicated the confidential nature of this Information and the obligations incumbent upon them.
- c) to duplicate the Information only to the extent strictly necessary for the performance of the BENEFITS.
- d) in case of doubt and before any disclosure to a third party, have the content of the information transmitted to the other party validated.

Article 13. INTELLECTUAL PROPERTY

CONTINEW grants the CUSTOMER a personal, non-exclusive, non-assignable and non-transferable right of access to the Customer Area, for his own account and to enable him to order the SERVICES, for the duration of the CGS and for the whole world.

CONTINEW is and remains the exclusive owner of the intellectual property rights on the Customer Area, the Services, and the Documentation, the CGS not operating, except the rights granted in this article, no transfer of intellectual property rights for the benefit of the CLIENT.

No assignment, license, concession, intellectual property right, for any reason whatsoever, is granted on the Customer Area.

The CUSTOMER acknowledges that the structure, organization and source code of the SERVICES, the SITE and the Customer Area are important manufacturing secrets of CONTINEW.

Article 14. FAIR AND GOOD FAITH BEHAVIOR

The Parties undertake to always behave towards each other as a loyal and good faith partner, and in particular to bring to their respective knowledge any dispute or dispute. any difficulty they may encounter in the performance of this contract.

Article 15. REFERENCES

Any mention by CONTINEW of the Customer, as well as any other use of his distinctive signs (logos, brands, etc.), particularly in the context of public events, advertisements, symposiums and specialized publications on the professional markets, or on his commercial documents, his brochures, or on the CONTINEW Website, are subject to prior approval by the Customer.

Article 16. PERSONAL DATA

16.1 Compliance with applicable regulations

CONTINEW undertakes to comply with the legal and regulatory provisions in force relating to data processing, files and freedoms, in particular Law No. 78-17 of January 6, 1978, as amended by Law no. ° 2004-801 of 6 August 2004, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation), from the date of its application.

16.2 Processing performed for the Customer

The creation of a Customer Account by a user implies the collection and automated processing by CONTINEW of a certain number of personal information and data of connection necessary for the good use of the Services proposed by the Site and the Customer Area. CONTINEW undertakes to comply with the current legislation on the protection of privacy with regard to the automated processing of personal data collected will be subject.

The automated processing of data from the Site has been registered with the CNIL under number 1318042.

The personal data are collected and used by CONTINEW to ensure the management of access and actions of the Customer to the Services offered by the Site and the Customer Area and to improve and personalize the Services and the Customer relationship. This personal data also allows CONTINEW to ensure compliance with its legal and regulatory obligations and to establish statistics, audience measurement and market research.

Subject to his prior information and his absence of opposition, any referent of a Customer of the Site is likely to receive solicitations, offers and promotional messages of CONTINEW only to his e-mail address.

The personal data collected by CONTINEW are processed and stored at the host of the Site identified in the preamble under conditions designed to ensure their security and are kept for the period strictly necessary for the accomplishment of the purposes mentioned above. Beyond this period, they will be kept for exclusively statistical purposes and will not give rise to any exploitation of any kind whatsoever.

In accordance with the Data Protection Act of January 6, 1978, any referent of a Customer of the Site has a right of access, rectification and opposition to personal data concerning him, which he can exercise directly with CONTINEW.

16.3 Right of access to the data

The customer can ask CONTINEW for the communication of the information concerning him and to have them rectified if necessary, in accordance with the law n ° 78-17 of January 6th, 1978 on data processing, the files and the freedom.

These rights may be exercised with CONTINEW at the following addresses:

- 16 boulevard de Valmy - 42300 Roanne – France - T: +33 (0) 4 81 17 00 40
- 2 bis rue de Villiers - 92300 Levallois-Perret – France -T: +33 (0) 1 48 06 70 03 or by email: rgpd@continew.fr

16.4 Retention and archiving of transactions

Unless proved otherwise, the data recorded by the CONTINEW Services constitutes proof of all past transactions. The filing of Orders, receipts and invoices is done on a reliable and durable medium so as to correspond to a faithful and durable copy. It is performed in accordance with standard standards for the design and operation of computer systems to ensure the retention and integrity of records stored in such systems. The preservation and the archiving respect the requirements of the law n ° 78-17 of January 6th, 1978 on the computing, the files and the freedom.

Article 17. JURISDICTION AND APPLICABLE LAW

- The services offered by CONTINEW are reserved for individuals, companies, groups, associations and liberal companies established in France or in Europe that can justify a means of payment in Euros.
- The language of these General Conditions of Services is French. In the event of a dispute regarding the conclusion, interpretation, performance or termination of these TERMS, all clauses contained in these General Conditions of Services, as well as all purchase and sale transactions which are referred to, will be subject to French law; the competent jurisdiction will be the Nanterre Commercial Court.