

## 1. Preamble

visible.digital France, a Company incorporated in France, whose office is located at Tour Ariane, 5 place de la Pyramide - 92800 Puteaux, and registered in Nanterre under number B 824 420 723 (hereinafter "visible.digital"), has created a digital platform for management services and business processes. This platform makes it possible to directly link and connect all the actors and participants of said processes to give them all visibility, in delayed and/or real time, on the execution of these processes by the various actors.

Through this platform, visible.digital provides the participants in a value chain (example: supply chain) with functionalities allowing the sharing of the information necessary to monitor the execution of a given order and deferred and/or real time management of chartered flows.

## 2. Definitions

**Administrator:** Person acting under the responsibility of the Licensee with regard to visible.digital in order to define and administer the rights of Users and the creation of their Accounts through an Administrator Account on the Platform, as well as the configuration of processes specific to the Licensee

**Application:** Mobile application edited and made available by visible.digital allowing Licensee Users to connect to the Platform and transmit Data.

**Database:** Structured and organized set of Data collected by visible.digital via the Platform from visible.digital Licensees and data generated, calculated and integrated by visible.digital and to which the Tools and the Platform are linked. The Database is financed, constituted, structured and exploited by visible.digital who is the owner, independently of the Data which compose it, in its capacity as "Producer" within the meaning of article L. 341-1 of the French Intellectual Property Code or Article 7.1 of European Directive 96/9/EC.

**Order Form:** shall designate the order form, with particular conditions, issued by visible.digital and accepted by the Customer, detailing the Services subscribed, their price, and the subscription period;

**Contract:** shall designate the contract concluded between visible.digital and the Licensee, consisting of the Purchase Order as well as the present general terms and conditions of sale and terms of use of the Platform, the Tools and the Services annexed to the Purchase Order, as well as any other appendix referred to herein.

**Content:** Any content necessary for the execution of the processes put online or exchanged on the Platform by the Licensee and hosted by visible.digital as part of the Services.

**Account:** Administrator or User account created by visible.digital allowing a User to access the Platform and Tools and to benefit from the Services.

**Data:** means all data communicated by all Users of the Services, the Tools and/or the Platform, including in particular the raw identification data of the Users, the identification data of the assets of a Licensee, the GPS positions transmitted and all other data relating to the execution of the processes and business rules, as well as the Contents which relate to them;

**Order Giver:** Natural or legal person on whose behalf one or more Services are monitored via the Platform, Tools and Services.

**Interface:** computer interface between the Platform and the Licensee's information systems enabling Content and data to be exchanged.

**Tools:** Application and web Interface made available to the Licensee by visible.digital in connection with the provision of the Services. Infrastructure: means the computer and/or telecommunications equipment, including Servers, implemented by visible.digital for the provision of the Services.

**License:** Right to use the Platform and the Tools granted by visible.digital to the Licensee under the terms and conditions of this Agreement.

**Licensee:** Customer identified in the order form.

**Part(s):** Separately or together the Licensee and visible.digital.

**Connection points:** Ends of the infrastructure connected to the electronic communications networks, intended to receive Users' requests and to deliver the Services.

**Servers:** Computer equipment connected to the Internet network that allows the Platform, Tools and Content to be hosted.

**Services:** All services published and provided by visible.digital through the Platform and Tools enabling the Licensee, in particular, to have an Account, to consult orders issued concerning him, to take charge of these orders and to access alerts, indicators and analyses of these orders established by visible.digital.

**Platform:** Web portal published by visible.digital accessible at <https://www.visible.digital> allowing a Licensee to access the Services.

**User:** Any natural person authorized by the Licensee to use the Services, Platform and Tools and acting under the responsibility and on behalf of the Licensee.

## 3. Purpose, duration and financial terms

The purpose of the Contract is to define the terms and conditions attached to the sale of licenses and the use of the Platform and the Tools of visible.digital by the Licensee. The Licensee declares to have informed its Users of the obligations contained in these terms and conditions and declares to accept them without reserve.

The Services are subscribed by the Licensee, on a firm basis, for the duration indicated (where applicable, for each Service) on the Purchase Order.

At the end of the initial term of the contract, it will be tacitly renewed for the same duration as the initial contract, unless terminated by either Party at the latest three months before each anniversary date, by registered letter with acknowledgement of receipt, without having to justify any reason.

The price, terms and conditions of invoicing and payment for the Services are specified in the Order Form issued by visible.digital and signed by the Licensee. The Services are payable, in advance, by the Licensee.

Prices may be revised in the event of tacit renewal. If necessary, the following revision formula will be applied:

$P_n = P_o \times (S_n/S_o)$  in which :

$P_n$  = revised price

$P_o$  = original price

$S_o$  = last SYNTEC index published on the date of the previous revision or original index (last published on the date of signature of the contract)

$S_n$  = last SYNTEC index published on the revision date

Any advance payment will be without discount.

Any delay in payment shall automatically give rise to the application of interest for late payment up to three (3) times the French legal interest rate in force and to a fixed compensation for recovery costs of forty (40) Euros.

In the event of non-payment of an invoice within the agreed period, visible.digital reserves the right, without formality, to suspend the Services until payment of the invoice by the Licensee. In the absence of payment, within one month following formal notice, sent by RAR letter, visible.digital may terminate the contract.

#### **4. Access to services and use of the platform and tools**

**4.1.** The Services, Platform and Tools are only available to Users authorized by the Licensee at visible.digital. Access to the Platform, Tools or Services by Users requires the use of identifiers and passwords or any other authentication provision designated by visible.digital (hereinafter, the "Access Codes"), which will have been communicated by visible.digital to the Licensee.

Once the Account is activated, any Administrator authorized by the Licensee can create and administer User Accounts.

Each License is individual and may only be used by a duly designated User.

It is strictly forbidden for a User to use the Services from another User's Account by fraudulently using the User's identifiers. Each User is solely responsible for maintaining the confidentiality of his identifiers. It undertakes to take all necessary measures to ensure its complete confidentiality, in particular so that no third party can usurp its identity and its Account under conditions likely to infringe the rights of third parties as well as all legal and regulatory provisions applicable on the Internet.

**4.2.** visible.digital grants the Licensee a non-exclusive, non-transferable and non-transferable right to use the Platform and the Tools in order to deploy them among the Licensee's Users, to the exclusion of any third party, for the conduct of its business and its internal needs, for the entire world and for the duration of its contract. visible.digital provides the Licensee with access to the Platform and Tools.

**4.3.** Access to the Platform and Tools, such as the use of the Services, requires computer equipment with Internet and mobile network access. visible.digital makes its best efforts to ensure that access to the Services is possible 24 hours a day, 7 days a week, except in cases of force majeure or events beyond the control of visible.digital and subject to any breakdowns and maintenance necessary for the proper functioning of the Platform, Tools and Services. visible.digital does not guarantee that the Platform, Tools and Services are permanently accessible.

In view of the complexity of the Internet, the unequal capacities of the various sub-networks, the influx at certain times of Internet users, the various bottlenecks over which visible.digital has no control, visible.digital can in no way be held responsible for any malfunction, disruption or interruption of Services related to a failure of the Internet network, and more generally, telecommunications networks, nor:

- access speeds from Users' mobiles, computers and/or servers,
- external slowdowns,
- bad transmissions due to a failure or malfunction of these networks

Given the nature and complexity of the technologies that are used to provide the Services, visible.digital undertakes to take all reasonable care in providing the Services, the Licensee acknowledging that the Services provided cannot be free from defects, failures, interruptions and unavailability. In the event of anomalies resulting from elements for which visible.digital is responsible, the Licensee undertakes to inform visible.digital, which will make its best efforts to remedy them as soon as possible. visible.digital can however not be held responsible for :

- the occurrence of a case of force majeure,
- misuse of the Tools, Platform and Services by Users,
- a failure or default by a User,
- more generally any cause beyond the reasonable control of visible.digital.

visible.digital may interrupt the Services, without liability and without fault on its part, for maintenance purposes of the Tools, Servers and Platform, Users being informed in advance as far as possible. visible.digital may also suspend all or part of the Services in the event of:

- intrusion on the Platform likely to affect the operation of the Services, Tools, Platform, Servers and/or Infrastructure,
- misuse of the Services by a User that may affect the operation of the Tools, Services, Platform and/or Infrastructure,
- the delay in data transmission by third-party users in the value chain (example: supply chain)
- at the request or at the request of an administrative or judicial authority, in particular relating to Data and/or Content processed, used and/or hosted within the framework of the Services.

It is expressly understood that the Account(s) allow to access and view the Data and Content transmitted to visible.digital by all actors in the value chain relating to a particular process.

In the event that the Licensee wishes to subcontract all or part of the execution of a process to a third party, such third party may have autonomous and independent access to the Services, Platform and Tools as subcontractor under the same conditions as the Licensee, subject to having an Account that is specific to such third party thereby acquiring the status of Licensee.

**Insurance.** The Licensee is solely responsible for the subscription of all insurance policies covering professional risks related to its activity, risks relating to Data and Content transmitted to visible.digital and third party claims. The Licensee undertakes to maintain and renew the insurances for the duration of the Contract, to pay the premiums and contributions regularly and to justify all to visible.digital on request of the latter. The data processed by visible.digital being exclusively provided by the various players in the value chain relating to each process, visible.digital can in no way be held responsible for data and content that are incorrectly or falsely transmitted to it. As such, insurance policies and contracts must include a waiver clause in favor of visible.digital and its own insurers. The waiver of recourse must appear in the insurance contracts of any assignee or subcontractor.

#### **4.4 Compliance with the conditions of use**

The Services, Platform and Tools shall be used in accordance with their intended purpose as described herein. It is the Licensee's responsibility to insure:

- compliance with the recommendations required for the use of the Platform, Tools and Services by Users
- that its Users have the necessary skills to use the Platform, Tools and Services.

The Licensee must make its Users responsible and ensure that each User undertakes not to:

- create a false identity or impersonate a third party,
- disrupt the operation of the Platform, Tools and/or Services,
- infringe the intellectual property rights of third parties,
- transmit false data or content that is unlawful, defamatory, libelous, defamatory, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, threatening or likely to disturb, embarrass, cause anxiety, harass any individual as well as incorporate links to pornographic content, with sexual connotation or contrary to morality ;

The Licensee declares that it has been informed of the risks of errors that may occur when using the Platform, Tools and Services. The Licensee is expressly informed and accepts that the use of the Platform, Tools and Services engages its responsibility in particular vis-à-vis other Licensees in the same value chain. visible.digital excludes all liability towards the Licensee and Users and for any direct or indirect damage that may occur as a result of misuse of the Platform, Tools and/or Services. visible.digital also reserves the right to make the Services evolve. Technical and/or functional changes may occur without notice from visible.digital.

#### **4.5 Security**

The Licensee is solely responsible for the conservation, security and integrity of the Access Codes and undertakes to report to visible.digital any loss or misuse of the Access Codes, as soon as possible and by any means. Until visible.digital receives such an alert, any action taken by a User shall be irrefutably deemed to have been taken by the Licensee and shall be the sole responsibility of the Licensee with regard to visible.digital or third parties.

The Licensee acknowledges that, despite the security standards implemented by visible.digital :

- data transmitted over the Internet or the mobile network pass through independent electronic communication networks with different characteristics and capacities and which are sometimes overloaded;
- the Internet and mobile networks are open networks and that, consequently, information transmitted by these means cannot be protected against any risk of diversion, fraudulent, malicious or unauthorized intrusion into the Licensee's information system, unauthorized hacking, extraction or alteration of data, system programs and files, contamination by computer viruses, and;
- it is the Licensee's responsibility to take all appropriate measures including awareness and control of Users' activities in order to protect its information system against contamination by viruses and unauthorized intrusion attempts.

visible.digital reserves the right to suspend access to the Tools, Platform and/or Services in the event of a legitimate suspicion of fraudulent use or attempted fraudulent use of access codes.

### **5. Intellectual property of the platform and tools**

visible.digital is the sole owner of all intellectual property rights, and in particular the exploitation rights relating to or associated with the Platform, the Database, the Services and the related Tools and training materials, as well as their successive versions.

Nothing contained herein shall be construed as transferring any ownership or intellectual property rights of visible.digital to its Licensees in the Tools, Platform, Database, Services, and/or training materials of visible.digital or any other intellectual property rights of visible.digital, in particular any trademarks, logos, know-how, technologies and/or copyrights of visible.digital.

Any evolution made by visible.digital following a suggestion of error correction or observations concerning the Tools, Platform or Databases formulated by the Licensee is the exclusive property of visible.digital. visible.digital remains free to choose at its sole discretion to develop the features and corrections suggested by the Licensee.

The Licensee shall not register or attempt to register or use any software, trade name, trademark, service mark, domain name or design which, in whole or in part, belongs to or confuses, by its similarity, with visible.digital, its distinctive signs or its Tools, its Platform and/or its Databases.

The Licensee may not sublicense, reproduce, edit, display, disclose, rent, lease, modify, loan, distribute or create derivative works from the Services, Tools, Platform, Database or any correction or version, in whole or in part, or the Content or Data of other Visible.digital Licensees accessible via the Tools or Platform. Other than as expressly provided herein, the Licensee shall not, and shall not permit any third party to,:

- copy, imitate or manufacture the Services, Tools, Platform or Database in whole or in part,
- reproduce or extract qualitatively or quantitatively substantially or without written authorization from visible.digital, all or part of one of the Databases,
- translate, analyze, modify, adapt, improve, extend, decompile, disassemble or in any other way reverse engineer or attempt to derive source code from the Platform, or Tools, in any way, or,
- use the Platform or the Tools, as well as the Content or Data accessible on it, to provide them in whole or in part as a service ("Software as a Service" or "SaaS") or any managed hosting or office service or any other situation in which the Platform, the Tools or a Database would be used outside the scope of the License or to process data of a third party.

The Licensee shall notify visible.digital as soon as possible of any foreseeable or suspected infringement of the Platform, the Tools or a Database or any other intellectual property right of visible.digital of which it is aware, as well as any request or allegation that the Services, the Platform, the Tools or a Database infringe the rights of third parties.

### **6. Data and content protection of licensees**

#### **6.1 Purposes for using the Data and Content collected**

The Licensee is informed that the collection and processing of Data and Content concerning Users and events related to the processes managed by the Platform and their execution, are necessary to benefit from the Services.

For the purposes of the provision of the Services, visible.digital and its possible subcontractors deal in particular with:

- the identification data of each User (in particular surname, first name, identifier, telephone number);
- the data communicated by each User concerning events related to the management of a process (non-exhaustive examples: vehicle registration, "goods loaded", "delivery refusal", door opening, etc.) via the Platform, Application or Interface,
- the GPS positions of Users and assets using the Application or Interface.

#### **6.2 Hosting and recipients of Data and Content**

The Data and Content collected are:

- securely hosted on servers located within the European Union,
- shared by visible.digital with all stakeholders in the value chain regarding a specific process and order;
- processed by visible.digital's subcontractors and technical intermediaries in connection with the provision of the Services.

#### **6.3 Right of access, modification, rectification and deletion of data**

In accordance with the law, all Users have the right to access, modify, rectify, delete and carry data concerning them. He can exercise this right by writing to the following address: [dataprivacy@visible.digital](mailto:dataprivacy@visible.digital).

The Licensee and in particular the Users are informed that, without prejudice to any other administrative or judicial remedy, any data subject has the right to lodge a complaint with a supervisory authority, in particular in the Member State in which his habitual residence, place of work or the place where the breach has allegedly been committed, if he considers that the processing of personal data concerning him constitutes a breach of Regulation 2016/679, the so-called General Regulation on Data Protection (GDR).

Data collected in the context of the execution of the Services concerning Users are kept for the time necessary for the execution of the Services, and up to 12 months following the end of the contract, after which the data will be pseudonymised or destroyed.

#### **6.4 Conditions of use of Data and Content**

##### **6.4.1 Licensee Data and Content**

The Licensee owns and is responsible for the Data and Content that it collects or transmits via the Tools or Platform, including Data and Content that it uploads in connection with the execution of a process or that it submits to visible.digital for integration by the latter into the Tools or Platform for the purposes of providing the Services. The Licensee grants visible.digital a license to use this Data and Content for the purposes of this Agreement and the provision of the Services via the Platform and the Tools.

##### **6.4.2 Data and Content relating to the GPS positioning of the Licensee's assets**

The Licensee owns and is responsible for the Users' raw identification Data, the identification Data of its assets, the GPS positions transmitted by them or by the Mobile Application and relating to the execution of a given process, as well as the Content relating thereto. Data is accessible through the Platform and Tools for the duration and for the purposes of the Services provided to the value chain actors involved in the execution of this process.

If a Licensee intervenes in several distinct processes, visible.digital guarantees that the Data relating to a process are accessible via Platform and Tools, only to the actors of the same process (example the logistic chain in which it intervenes from the producer to the consumer).

In particular, GPS Position Data of an executed process is processed by the Platform and Tools under the following conditions.

##### **(a) GPS Position Collection Period**

###### **(i) Collection via an Interface**

The recording by visible.digital via a GPS Position Interface, is carried out only if and when the asset concerned is assigned to a given mission order, from its pairing and until the end of the execution of the mission order.

###### **(ii) Collection via the Mobile Application**

visible.digital receives and records the GPS positions of a User via his'Application if the following three cumulative conditions are met:

- the Application is open on the phone and the User has successfully logged in
- the "GPS" feature of the phone is activated;
- the GPS functionality of the application is activated.

##### **(b) Accessibility of GPS positions**

GPS positions are accessible to the various actors involved in a process, only if and when the asset or User is assigned to that process under the same conditions as above.

In addition to acceptance It is the Licensee's responsibility to give all necessary information and instructions to the Users of the Application concerning the period and modalities of transmission of GPS positions via the Interfaces and the end of their transmission via the Interfaces. If a User fails to close the transmission via the GPS position interface to the Platform and the Tools, the GPS positions remain, under the responsibility of the Licensee, processed by the Platform and accessible to the actors involved in the value chain or process.

#### **6.5 Protection of personal data**

Each Party shall remain responsible for the processing of personal data it carries out in that capacity and shall guarantee the other Party against any recourse based on failure to comply with its obligations in that regard.

In the context of the execution of the Services, visible.digital must have access to certain personal data of the Licensee and its Users. The collection and transmission by the Licensee to visible.digital of personal data relating to the Licensee, its Users and the GPS positions of its assets must be carried out in accordance with the provisions of the French law "Informatique & Libertés" n°78-17 of January 6, 1978, the recommendations of French DPA (CNIL) and the regulation n° 2016/679, said general data protection regulation (GDPR).

The Licensee is notably responsible for informing its Users and, in general, its employees whose personal data are intended to be transmitted to the Platform via the Interfaces, by the mobile application or any other means, of the fact that their personal data and GPS positions of the assets managed may be communicated to visible.digital in order to enable the processing and monitoring of the execution of the orders to which this Data relates.

The Licensee undertakes in this respect to respect all legal and regulatory obligations incumbent upon him and resulting from the provisions of the Labour Code with regard to his employees and servants. In any case, the Licensee guarantees visible.digital against any administrative or legal recourse, which would be based on the violation by the Licensee or by its possible subcontractors, of the legal and regulatory obligations incumbent upon them individually, relating to the complete information of their employees or employees and to the prior consultation of their representatives, if necessary, on the processing of their personal data resulting from the operation of the Services, the Platform or the Tools.

In accordance with the law "Informatique & Libertés" n°78-17 of January 6, 1978 and the regulation n° 2016/679, known as the general data protection regulation (GDPR), each Licensee may, via his Administrator Account, access the personal data of his Users to have them corrected or, if necessary, request their deletion or portability to visible.digital, either within the framework of the closure of its Account, or within the framework of the closure of a transport order, as soon as its execution is completed, subject to the legal obligations of conservation which fall to visible.digital.

In any event, the Licensee shall make the necessary backups of the Data, Content, files, information and documentation of any nature that it may make available to visible.digital.

#### **7. General provisions**

**7.1.** The Licensee designates one or more Administrator(s) in charge of communicating with visible.digital and transmitting to it the list of Licensee Users, as well as their authorization by the Licensee to access the Platform, Tools and Services.

The Licensee is fully responsible for the actions of Users with regard to visible.digital and third parties, who are deemed to act in the name and on behalf of and represent the Licensee. visible.digital reserves the right to update the present general conditions (with the exception of the description of the Services, their subscription period and their price as defined in the Purchase Order). Any Licensee User shall be deemed to have read and accepted any modification and/or new version of these terms and conditions as of their notification by any means whatsoever by visible.digital, as of the first connection to the Platform and/or use of the Tools or Services by said User.

**7.2. Confidentiality.** Except as otherwise provided herein, the Parties agree not to disclose to third parties any Confidential Information obtained in connection with or in connection with the performance of this Agreement and the Services.

Confidential Information means all elements and/or processes and/or data of a commercial, technical, financial, economic nature communicated in any manner whatsoever between the parties, including all printed documents, studies, documentation, accounting

documents, tariffs, software and more generally all means and media of confidential information used for its transmission between the parties for the purposes of providing the Services, whether or not they are explicitly identified as such.

The Parties undertake in particular that the Confidential Information concerning the other Party :

- are kept strictly confidential and treated with the same care and protection as it accords to its own similar confidential information;
- are disclosed only to members of its personnel having knowledge of them or of its service providers under its responsibility and are used by the latter only for the purposes defined herein;
- is used, in whole or in part, for a purpose other than that defined herein, without the prior written consent of the other Party;
- are neither copied, nor reproduced, nor duplicated, totally or partially when such copies, reproductions, duplications are not necessary for the execution of the present and this, in a specific way and in writing.

The obligation of confidentiality in this article shall survive the end of the contract, whatever the cause, for a period of 5 (five) years.

**7.3. Suspension of services.** In addition, the right to terminate the contract in accordance with article 7.8, in the event of non-compliance with the obligations referred to herein, visible.digital reserves the right to suspend automatically and without notice access to the Services of all or part of the Users and in particular to disconnect from its Platform the Accounts concerned. Similarly, in the event of notification by a third party justifying that a User is using the Services in such a way as to be prejudicial to visible.digital or to third parties or which is contrary to good morals, public order and legal and regulatory provisions, visible.digital reserves the right to suspend access to the Services or the illegal Content in question at any time. Any suspension of access to the Services decided pursuant to this Article shall not entitle the Licensee to any compensation.

**7.4. Guarantees.** The Licensee acknowledges that the Platform, Tools and Services to which it has access are made available to it as is and may contain errors. No warranty is made to Licensee that the Tools, Platform, Services, Content and Data will thereafter be available to Licensee again after the termination of the Agreement for any reason. visible.digital guarantees the Licensee that it will make its best efforts to ensure that the Services function substantially as stated in the general conditions valid on the day the Services are made available to the Licensee.

**7.5. Responsibility.** In view of the complexity of the Services provided, visible.digital is only subject to an obligation of means. It is expressly agreed between the Parties that indirect damages and prejudice such as in particular commercial prejudice, loss of chance, loss of orders, any commercial disorder, loss of profits, or damage to the brand image, does not give rise to compensation. Any action brought against the Licensee and/or its Users by a third party constitutes indirect damage and therefore does not give rise to any right to compensation.

In any event, the compensation for damages suffered by the Licensee and its Users due to a proven fault on the part of visible.digital is expressly limited, all causes taken together, to an amount equal to the price of the Services for the current contractual year, in accordance with the Purchase Order.

It is also understood by the Licensee that full visibility on a given process can only be obtained if third parties to that process have also subscribed to licenses with visible.digital. Insofar as visibility over the entire process is a goal for the licensee, it is the licensee's responsibility to promote visible.digital's services to its partners and service providers. Visible.digital may be asked to assist the Licensee in this process.

The Licensee and its Users expressly acknowledge that visible.digital has, by virtue of the information brought to their attention in the context of this Agreement and the Platform, fulfilled its obligations to provide advice and information concerning the characteristics of the Services.

**7.6. Subcontracting, assignment.** The performance of visible.digital's obligations, in respect of the provision of the Services, may be subcontracted, in whole or in part, to any person of its choice, which the Licensee accepts.

visible.digital may assign to any legal entity of its choice, all or part of the rights and obligations defined herein, provided that it informs the Licensee.

The Licensee may under no circumstances transfer all or part of the rights and obligations defined herein to a third party without the prior written consent of visible.digital.

**7.7. Force majeure.** If a case of force majeure should affect the performance of services, no compensation could be claimed from visible.digital. However, if the case of force majeure should prevent the performance of the Services for a period longer than three months, the Contract may be terminated automatically by either Party. In an express way, are considered as cases of force majeure or fortuitous events, those defined by article 1218 of the French Civil Code and those usually retained by the jurisprudence of the French courts and tribunals.

#### **7.8. Termination and Termination of Relationships.**

The Contract may be terminated ipso jure by either Party, one month after a notice of default without effect, sent to the defaulting party by registered letter AR, in the event of breach of the contractual obligations set forth herein.

Payments made by the Licensee are not refundable, except following a termination due to a serious breach of visible.digital, in which case the latter will refund to the Licensee the prepaid amounts for the License in proportion to the date of such termination. In the event of termination for fault, visible.digital may demand payment of all amounts due under the cancelled order(s) and collect, where applicable, all costs and legal fees incurred.

In the event of termination of the contract for any reason whatsoever, visible.digital will interrupt the Services within 24 hours of the expiry date or written notification of the termination of the Services, unless otherwise specifically agreed in writing between the Parties.

**7.9. Commercial reference.** Notwithstanding the provisions hereof, visible.digital may use the name, sign, trademarks and logos of the other Party solely for commercial referencing purposes and on any medium.

visible.digital grants the Licensee the right to use its distinctive signs, including the name of the application, solely for the purpose of promoting the visible.digital Platform, Tools and Services to third parties, for the duration of the Contract and in accordance, where applicable, with the graphic charter or instructions communicated by visible.digital.

**7.10. Miscellaneous.** If one or more of the provisions hereof should be declared invalid pursuant to a law, regulation or following a final decision of a competent jurisdiction, the other provisions shall retain their full force and scope.

The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations of the Contract shall not be interpreted as a waiver of the obligation in question.

These conditions are governed by French law. The Parties shall seek an amicable solution to any difficulty which may arise concerning their application or interpretation.

IN THE EVENT OF A DISPUTE, EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR APPEAL IN WARRANTY, EVEN FOR EMERGENCY PROCEEDINGS OR PRECAUTIONARY PROCEEDINGS, IN SUMMARY PROCEEDINGS OR ON REQUEST.