

SPECIAL CONDITIONS FOR SOFTWARE AND RELATED SERVICES

1. Scope

Along with the General Subscription Conditions, these special conditions define the contractual framework governing Linkfluence's input for Software Services and Related Services (the "**Special Conditions for Software and Related Services**").

For the purposes of these Special Conditions for Software and Related Services, the following terms will, when starting with a capital first letter, take the meanings given to them in the Special Conditions for Software and Related Services and, failing this, in the General Subscription Conditions.

2. Enforceability of Special Conditions for Software and Related Services

The Special Conditions for Software and Related Services completes the General Subscription Conditions regarding the Software Services and Related Services.

The Special Conditions for Software and Related Services, the General Subscription Conditions and the Order Confirmation constitute the contract (the "**Service Contract**") binding the Customer and Linkfluence, drawn up on the date on which the Customer accepted the Order Confirmation.

3. Software Service

The Customer contracts the Software Service by purchasing a predefined number of Dashboards and a provisional maximum amount of Media Engagement collected each month.

The Software Service is provided in the form of a SaaS solution; the Service Provider also provides the support and maintenance for the said SaaS solution.

In order to activate the Collection Service, the Customer or User must, using the configuration function, set their Dashboard(s) by indicating:

- Mandatory field: keywords to be monitored and classified into categories,
- Optional field: social media networks of the final customer.

4. Related Services

The Customer's Software Service subscription includes:

- automatic or optional subscription to various Related Services providing the Customer with support during training and the configuration process, as well as support using the Software, in addition to Assistance, optimisation of Requests and any Service relating to Software usage, inseparable from the Software Service and sold in the form of a subscription or not, under the conditions laid down in the Order Confirmation.

5. Term - Termination

5.1 Unless stipulated otherwise in the Order Confirmation or these Special Conditions, the Service Contract has an initial term of two (2) years as of the date on which the Customer accepted the Order Confirmation (the "**Effective Date**").

5.2 Each Party may issue notice of non-renewal of the Service Contract by registered letter with acknowledgement of receipt subject to a prior three (3) month notice period. Should either Party fail to notify the other Party within the aforementioned three (3) month notice period, the Service Contract will automatically be renewed for successive periods of one (1) year.

5.3 In the event that the Service Contract is renewed, each Party may terminate the Contract by registered letter with acknowledgement of receipt subject to a three (3) month notice period prior to the applicable annual expiry date.

5.4 Upon termination or expiry of the Service Contract and regardless of the cause, the Customer is solely responsible for organising any data export operation from the Software and the Database using the data export functionalities provided for this purpose.

6. Prices – Invoicing terms

Invoicing and payment terms for the Software Service and Related Services will be set out in the Order Confirmation.

Once the Service Contract comes into effect, any payment made to the Service Provider shall be retained by the Service Provider, except in cases of Force Majeure. In the event of payments by instalment under a Service Contract, the termination of the at-issue Service Contract before expiry of the initial period immediately renders payable any amounts due for the remaining period of said initial period, without prejudice to the sums mentioned in the Special Conditions for each Service Contract, as well as the sums the Service Provider could claim for damages in the event of termination for cause or of a breach by the Customer of the provisions of the Service Contract.

Should the volume of Media Engagement collected on behalf of the Customer during any calendar month exceed the maximum volume purchased by the Customer, the latter will be liable to the Service Provider for the difference in price between the upper price range and the price range actually subscribed by the Customer according to the terms of the Order Confirmation. This adjustment will be made throughout the entire term of the Service Contract.

Should an early termination of the Service Contract occur for a reason other than Force Majeure, the Service Provider will retain in full any sum paid by the termination date as a cancellation compensation.

7. Addition or deletion of Optional Services

The Customer may at any time subscribe to one or more Optional Services under the provision and invoicing conditions set out in a new Order Confirmation.

The Customer can thus order one or more Optional Services which duration, invoicing and payment terms will be specified in the new Order Confirmation.

8. Usage Right and provision of the Software Services

8.1 Usage Right

Under the terms of this Contract, Linkfluence grants to the Customer a non-exclusive, non-transferable and non-assignable licence to use the Software and Database, for the entire term of the Contract, within the limits specified by the terms of the Service Contract. This licence will expire on the date on which the Service Contract expires or is terminated regardless of the cause or reason of such expiry or termination.

The Software usage right is granted for the version(s) of the Software sold by Linkfluence on the Effective Date, for the entire term of the Service Contract, provided that the Customer is up to date with their payments as stipulated in article 6 of these General Subscription Conditions.

The Software usage right is explicitly limited to the Software.

8.2 Updates

The Software user licence includes Software updates (“**Updates**”) for the entire term of the Service Contract.

Updates can be new functionalities, corrections or improvements made to the Software concerning its ease of use or speed of execution.

8.3 Helpdesk

This Software user licence includes the right to use the Helpdesk relating to the Software and/or Updates available on the Interface throughout the term of the Service Contract.

The Helpdesk is made available to the Customers and Users on the Interface or on the Linkfluence website. The Customer is solely responsible for its use of the Helpdesk, and for the Users' use of the Helpdesk.

8.4 Limitation of rights

By accepting the Software usage right granted, the Customer and Users undertake not to:

- copy, transfer, communicate or display all or part of the Software;
- dismantle, decompile, translate , reverse engineer the Software or try to do so;
- access the Software source code in any other manner;
- correct the Software;
- generally carry out any act that the Customer or Users are not explicitly authorised to do under the terms of these Special Conditions for Software and Related Services.

9. Customer Liability

Access Rights are placed under the responsibility of the Customer, who shall take all appropriate measures to ensure that no third parties have knowledge of them and that no unauthorised person can use them.

In the event of a plurality of Users, the Customer shall appoint a main administrator who will be responsible for managing Users' Access Rights, viewing rights (analysis settings and partial/total access to analyses) and management rights (access to functionalities within the Interface configuration area).

As a security measure, in the event that a User's Access Rights are lost or stolen, the Customer may obtain new Access Rights provided that a written request to that effect is submitted to the Service Provider.

More generally, the Customer undertakes, and undertakes on behalf of the Users, to comply with any technical instructions that the Service Provider might issue regarding the use of the Service and to handle them properly.

The Customer is solely responsible for the communication initiatives and the content published via the Software Services and Related Services by itself or by its Users, and is solely responsible for ensuring that such initiatives and published content do not contravene any applicable law and/or regulations, or any third party rights. Should the Customer or a User publish defamatory or harmful content with regard to anybody, including the Service Provider, or content that violates public policy or French law, or the principles of morality and human dignity, the Service Provider will have the right to suspend the Software Services and Related Services, at the Customer detriment.

The Customer:

- is solely responsible for any measure necessary in order to safeguard its interests and preserve its data and information, files, computer memories, documents and IT programmes;
- undertakes not to hold Linkfluence liable in the event of damages to data, files, computer memories or any other document, equipment or programme as a result of the installation and/or use of the Software, Data and Related Services by itself or the User
- undertakes not to hold Linkfluence libale should any virus be transmitted when using the Software, Data and Related Services.
- acknowledges having accurately assessed their own needs and ensured that the Software and the Related Services are suitable for their own specific business requirements. Consequently, the Customer is solely responsible for determining the suitability of the Software and Related Services for its needs.

10. Service Provider Liability

The Customer acknowledges and accepts that Linkfluence's Services, including the results of Requests, Media Engagement and Data, only display content that does not belong to Linkfluence. Linkfluence acts exclusively as

a hosting service provider for social media content. To this end, Linkfluence has no general obligation to monitor or control any content, Media Engagement or Data submitted, published or stored via the Service(s); in its capacity as host service provider, Linkfluence may not be held liable for Requests nor for subsequent usages of Data made by the Customer or a User.

As a consequence, Linkfluence does not give any explicit or tacit guarantee regarding the Software and Services to the client; in particular Linkfluence does not guarantee the Customer:

- that the results of Requests, Media Engagement or Data containing Personal Data have been subject to the formalities prescribed by applicable French law;
- that the installation and usage of the Software, the Services and/or the Database, as the latter is defined below, will be carried out uninterrupted, and without malfunctions or errors;
- that the Software and the Collection Services are exempt from malfunctions, or that they will function without interruption.

Linkfluence:

- assumes no responsibility regarding the results or the absence of results, Media Engagement or the absence of Media Engagement, Data or the absence of Data whether supplied by Customer Requests or not; the Customer explicitly acknowledges that the said results, Media Engagement and Data depend solely on the content of third party websites;
- may under no circumstances be held liable for any type of malfunction resulting from the use of the Software and Services;
- may not be held liable for any imbalance, defect or malfunction in the Software and/or Services;
- may not be held liable for malicious third party intrusions in the Customer's information system, even if these intrusions result from the use of the Services or the Software;
- may not be held liable should the Database, Media Engagement, Data and/or Services be difficult or temporarily impossible to access, caused by disruptions to third party websites or communication networks, or other technical issues; the Customer is aware of the complexity of global networks and of the surges in internet use at certain times.

11. Service Provider Obligations

The Service Provider agrees to hand over the Access Rights to the Customer.

Furthermore, with regard to technological developments, the Service Provider will do its utmost to ensure:

- the monitoring of Data, as well as the technical resources that it use to deliver services, particularly relating to the access, storage and usage of Data
- the physical and logistical protection of Data and of all other elements of information provided by the Customer, implementing the necessary technical resources to combat the risks of disclosure, destruction, corruption, misuse or hacking of this Data by an unauthorised third party.

12. Customer Obligations

The Customer undertakes to:

- provide the Service Provider with its own information to enable the Service Provider to provide the service under the best possible conditions, by expressing its needs clearly and precisely, and by informing the Service Provider immediately of any event that could affect the services or the conditions under which they are provided.
- pay the Service Provider the amounts agreed for the subscribed services, in line with the conditions and timeframes stipulated in the Service Contract;
- supply a valid invoicing address and notify the Service Provider of any change relating to such address, to the payment method or banking details;

- keep Access Rights confidential;
- use the Software Services and Related Services in accordance with the specifications of the Service Provider.

Furthermore, the Customer undertakes, including on behalf of the Users, to comply with the applicable laws in the countries where the Software Services and Related Services can be used, and in particular to fulfil the obligations as a result of its activities.

13. Service access suspension

Access to the Interface may be suspended by the Service Provider. Data will continue to be collected and processed throughout the duration of the suspension. The service provided therefore continues to be invoiced by the Service Provider and the Customer remains obliged to pay for the service for the duration of this suspension, without prejudice to any other requests by the Service Provider under the terms of the Contract and these Special Conditions for Software and Related Services. Access to the Interface is restored by the Service Provider once the full payment of the at-issue invoice is received and the Data for the suspension period is once again available for the Customer and Users to consult in their private space.

14. End of service

Each Party will have the possibility, without prejudice to any damages that it may be eligible to claim, to request the automatic termination of the Service Contract in the event of a serious breach by the other Party regarding one or more of their obligations, where such Party would have failed to remedy such breach within thirty (30) calendar days upon receipt of a notification relating to the said breach by registered delivery letter with acknowledgement of receipt.

Furthermore, the Service Provider will have the possibility to automatically terminate the Service Contract should the Customer fail to pay after notification has been issued and gone unheeded for fifteen (15) calendar days.

Once the Service ends, for any reason whatsoever, the Customer will no longer be able to access its Interface and, consequently, its account history. The Service Provider undertakes to delete all of the Customer's Data. This deletion will be definitive and will not allow for any Data to be recovered or reconstructed, either partially or in full.