

General licence conditions

CENAREO
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1. Purpose

Cenareo (hereinafter 'CENAREO') is a platform (hereinafter the 'Platform') granting its customers (hereinafter the 'Licensees') a license (hereinafter the 'Licence') allowing them to distribute content via a screen, by means of a box made available to them (hereinafter the 'Player') or after downloading the CENAREO application available on Android. The Player includes a case, an HDMI cable and a power adapter. The purpose of these general terms and conditions (hereinafter the 'General Terms and Conditions') is to define the terms and conditions of use of the Licence and define the rights and obligations of the parties within this framework.

They may be supplemented, if necessary, by special conditions. Together with the quotation(s) (hereinafter referred to as the 'Quotation') and any special conditions, they constitute an indivisible contractual unit (hereinafter referred to as the 'Contract'). In the event of contradiction, the provisions of the document with higher rank shall prevail in descending order of rank as follows:

- The Quotation(s)
- Any special conditions that may apply
- The General Terms and Conditions.

In the event of any discrepancy between different Quotations, the most recent document shall prevail over the oldest ones.

The Contract prevails over any other general or special conditions not expressly approved by CENAREO.

2. Terms and conditions of the licence

- 2.1. Prior to the granting of the Licence, it is the Licensee's responsibility to provide CENAREO with the necessary information and documents to enable it to identify its needs and expectations. This is an essential obligation of the Contract for CENAREO. CENAREO will then carry out an analysis of these needs and will establish a Quotation detailing the terms of the Licence on this basis.
- 2.2. Unless otherwise stated, Quotations issued by CENAREO are valid for one month from their issue. If the Licensee does not validate them within this period, they shall lapse. The Licensee who wishes to benefit from the Licence must validate the corresponding Quotation within the above deadline, by any useful written means and in particular by email. This validation may be followed, if necessary, by the issuance of an order form by the Licensee, such an order form being however without any impact on the Agreement as defined above.
- 2.3. Any validation of a Quotation by electronic or handwritten signature, express or implicit, with the sending of invoicing elements (RIB, SEPA mandate, etc.), implies full and complete acceptance of these general conditions, for their version in force on the date of the Quotation concerned. Any acceptance subject to reservation is considered null and void.

The Licensee is also informed that, in accordance with Article 1367 of the French Civil Code, the electronic signature has the same probative value as the handwritten signature.

In the absence of such validation by the Licensee, no User Licence may be granted by CENAREO.

3. Licensing

- 3.1. The Licence is intended for professional use and is therefore intended exclusively for professionals in the context of their activity.
- 3.2. Subject to the Licensee's signature of the Quotation, CENAREO grants the Licensee the right to use the Player and the Platform.
Unless expressly agreed by CENAREO, for example under specific conditions, the Licence is granted for the sole purpose of the Licensee.
- 3.3. The Licensee is informed that the Licensee will only be effective after it has accepted the General Terms and Conditions of Use of the Platform to which it is invited to read by clicking here.
- 3.4. For any user other than the Licensee (hereinafter referred to as "User") of the Platform and Player, the Licensee shall create a User account on the Platform.
The Licensee shall be solely responsible for creating User Accounts, setting the corresponding access rights and the persons to whom it assigns them.
- 3.5. The Player remains the full and entire property of CENAREO for the duration of the Licensing. The granting of the Licence does not entail any transfer of ownership of the said elements to the Licensee, who only holds a right of use for the duration provided for in the Quotation.

4. Player operation and platform

- 4.1. The technical specifications of the Player are available on request.
The Platform allows the Licensee to manage the distribution of content on the screens for which a license has been contracted.

5. Player delivery

- 5.1. Upon receipt of the validated Quotation, CENAREO will send the Licensee an email to verify the Player's delivery postal address. The delivery postal address must be confirmed in writing by the Licensee.
- 5.2. CENAREO undertakes to deliver the Player to the Licensee within five (5) working days of written confirmation of the delivery postal address by Licensee.
- 5.3. The Licensee shall bear the risk of loss or damage to the Player from the signature of the delivery note
- 5.4. In the absence of reservations expressly formulated in writing by the Licensee within five (5) working days of delivery, the Player shall be deemed to be in conformity with the order and in perfect working order. In the event of any reservations made by the Licensee regarding a defective Player confirmed by CENAREO after a telephone diagnosis has been made, CENAREO undertakes to bear the costs of returning said Player and return a new Player as soon as it receives it within five (5) working days, subject to availability.

6. Lending the Player

- 6.1. The Player remains the full and entire property of CENAREO.
The Player's loan is granted to the Licensee for the duration of the Licence or any other period provided for in the Quotation.
At the end of the term of the loan provided for in the Quotation, the Player must be returned within the period provided for in the article 'termination and suspension'.
- 6.2. Unless expressly authorized by CENAREO, the Licensee undertakes not to make any modification to the Player. They are responsible for its proper conservation throughout the duration of the loan.
CENAREO shall not be held liable in the event of fraudulent or illegal use of the Player.
In the event of loss, theft or damage to the Player, the Licensee must reimburse CENAREO for the price of the Player, i.e. three hundred and fifty Euros excluding tax (€350 excl. tax) and €15 excl. tax per cable or mains adapter.

7. Ordering additional products or services

7.1. The Licensee may order additional products or services from CENAREO on Quotation, such as, but not limited to, screens and screen mounts and installations.

Any order for additional products or services must have a Quotation under the conditions of Article 2 of these General Terms and Conditions.

7.2. With regard to the products, CENAREO undertakes to deliver them to the Licensee within fifteen (15) working days of the Licensee's validation of the Quotation, within the limits of the quantities available from CENAREO's suppliers.

8. Duration

8.1. The License is granted for a period of 12, 24 or 36 months according to the terms and conditions set out in the Quotation.

8.2. If the License does not start on the 1st day of the subscription month, said License will be granted for the chosen duration added to the balance of the remaining days of the subscription month.

8.3. At the end of the stipulated period, any License shall be tacitly renewed for a period identical to that initially provided for, unless terminated by either party by registered letter with acknowledgement of receipt at the latest three (3) months before the end of the current period.

9. Subscription

9.1. The License is obtained in the form of a subscription.

9.2. The invoicing of the subscription starts no later than ten (10) business days after the date of signature of the Quotation by the Licensee.

9.3. The subscription price is invoiced annually per subscription period. The Licensee is informed and expressly accepts that if it wishes to choose a monthly invoicing method, CENAREO will apply a price increase of 13% (thirteen percent).

The subscription will be invoiced as follows:

- If invoicing starts on the 1st day of a month, the subscription will be invoiced by subscription periods
- If invoicing does not start on the 1st day of a month, the subscription will be invoiced for the remainder of the remaining days of the License start month, then by subscription periods.

9.4. Unless otherwise agreed by the parties, payment by the Licensee of the subscription shall be made by direct debit within fifteen (15) days of the date on which the invoice is issued by CENAREO.

9.5. The subscription price may be subject to revision applicable to the renewal date of the subscription.

The new prices will be obtained by reference to the Syntec index (hereinafter: the 'Index'), according to the following formula:

$$P1 = P0 \times I1 / IO$$

... where:

- P0 is the price before revision,
- IO is the last Index published on the date on which the price before revision was determined,
- I1 is the last Index published on the revision date,
- P1 is the price after revision.

9.6. Payment of the subscription will be due regardless of the actual use of the Player by the Licensee or any other Authorised User.

9.7. The Licensee who validates a Quotation benefits from the License and in any event is therefore liable for the full price provided for in the Quotation. In the event of suspension or interruption of the License by the Licensee, for any reason whatsoever, CENAREO reserves the right to invoice them the full price provided for in the Quotation, which the Licensee undertakes to pay.

9.8. Any delay in payment of all or part of an amount due to CENAREO on its due date will automatically result, from the day following the due date and without prior notice:

- i. The lapse of the term of all sums due by the Licensee and their immediate payment, regardless of the payment terms that had been provided for;
- ii. The immediate suspension of the License until full payment of all amounts due;
- iii. The invoicing for CENAREO of interest for late payment, due solely because of the expiry of the contractual term, at a rate of three times the legal interest rate, based on the amount of the receivable not paid on the due date and a fixed compensation of forty (€40) for collection costs, without prejudice to additional compensation if the collection costs actually incurred exceed this amount.

10. Maintenance and support

10.1. The Licensee undertakes to report to CENAREO any anomaly or problem related to the use of the Platform or Player by e-mail (support@CENAREO.com) with precision and exhaustiveness so that CENAREO can make a diagnosis as soon as possible.

The Licensee undertakes to implement the recommendations addressed to it by CENAREO.

10.2. CENAREO undertakes to intervene as soon as possible, and do its very best to take into account the requests made by the Licensee.

10.3. It is specified that CENAREO cannot be held liable for any malfunction of the Internet network, or of the Licensee's or User's local network.

10.4. CENAREO staff will not travel to maintain the Player.

11. Contractual guarantee

11.1. Any Player who becomes insolvent for a reason not attributable to the Licensee must be returned by the Licensee to CENAREO, which undertakes to bear the cost of the return. Upon receipt, CENAREO undertakes to deliver a new or repaired Player within 5 working days subject to availability. No suspension of the License (and the associated subscription) will be applicable during the unavailability period of the Player.

11.2. The above warranty does not apply in the event of malfunction of the Player due to misuse by the Licensee or any Authorised User.

The Licensee shall then return the Player to CENAREO at its own expense. Upon receipt, CENAREO undertakes to deliver a new or repaired Player within 5 working days subject to availability. Delivery costs will be borne by the Licensee. CENAREO will not refund any subscription paid by the Licensee

11.3. If the defective Player is not returned to CENAREO or if it has been used abnormally or for conditions different from those for which it was manufactured, in particular in the event of non-compliance with the technical specifications, in the event of loss or theft, lack of maintenance, deterioration by the Licensee or any Authorised User, in the event of a storm or force majeure under the conditions defined in Article 1218 of the French Civil Code, the supply of a new Player will be invoiced to the Licensee at a unit price of three hundred and fifty Euros excluding tax (€350 excl. tax) for the case and fifteen euros excluding tax (€15 excl. tax) for each cable and mains adapter.

11.4. In the event of failure of additional equipment (e.g. screen or screen support) ordered by the Licensee, the latter undertakes to notify CENAREO without delay by email. CENAREO will then inform the Licensee if the latter must return the defective equipment or if on-site intervention is necessary. According to the option chosen by CENAREO, the Licensee undertakes to return the defective equipment or to facilitate access to it (e.g. Placing it on the ground) during the intervention.

11.5. CENAREO staff will not travel to maintain additional equipment. The only travel that will take place is that of the manufacturer of said equipment under the conditions of its after-sales service.

11.6. Any failure of an additional product will be guaranteed under the conditions of the manufacturers' warranty which will be transmitted by CENAREO to the Licensee with the Quotation.

12. Obligations and liability of the Licensee

- 12.1. The Licensee undertakes to provide CENAREO with accurate, complete and necessary information for the granting of the License and, more generally, for the proper performance of the Agreement.
- 12.2. The Licensee undertakes to comply with all installation and use instructions given to them by CENAREO. In particular, they undertake to install the Player in an accessible place and to connect it to the Internet.
- 12.3. The Licensee is responsible for the use of the Player and the Platform by himself and by the Authorised Users.
- 12.4. The Licensee shall ensure that their service providers, employees and managers comply with these General Terms and Conditions.
- 12.5. The Licensee is solely responsible for their computer equipment, security and, more generally, the security of their system, network and computer equipment.
- 12.6. The Customer is solely responsible for compliance with the laws and regulations applicable to its activity and the content distributed under the License. Consequently, the Customer may under no circumstances seek CENAREO's liability or warranty in this respect.
- 12.7. The Licensee undertakes to defend and indemnify CENAREO against any and all claims, liabilities, losses, expenses or damage (including defence costs and costs) arising out of any dispute between the Licensee and any third party for the use of the Platform and Players

13. Obligations and liability of CENAREO

- 13.1. CENAREO undertakes to secure the Platform with diligence and in accordance with good market practice, it being understood that it is bound by an obligation of means to the exclusion of any obligation of result, which the Licensee expressly acknowledges.
- 13.2. CENAREO may, at the request of the Licensee, provide any reasonable advice regarding the use of the Player and the Platform. However, the Client shall be solely responsible for decisions taken on the basis of this advice, without CENAREO's liability being engaged.
- 13.3. CENAREO cannot under any circumstances be held responsible for connection problems encountered by the Licensee or for the installation of the equipment it has produced.
- 13.4. CENAREO certifies that it is insured with an insurance company known to be solvent for the liabilities it may incur under the Contract. It undertakes to maintain this insurance policy throughout the duration of the Contract to justify it to the Client upon request.
- 13.5. CENAREO cannot be held liable for any failure, incident or damage resulting from the actions of a third party or related to the products or services of a third party. Similarly, CENAREO may under no circumstances be held liable for services provided by a third party (including any partners), even if the Licensee was introduced to this third party by CENAREO. CENAREO is not a party to the contracts concluded between the Customer and the third party and shall under no circumstances be held liable for any difficulties that may arise during the conclusion or performance of these contracts, nor be a party to any disputes whatsoever between the Licensee and the third party concerning in particular the delivery of products and/or services, guarantees, declarations and other obligations whatsoever to which the latter may be bound.
- 13.6. CENAREO declares that it complies with the tax and social legislation in force, that it is up to date with the payment of social security contributions and that it is able to provide proof of compliance with the various obligations applicable in this respect,

at the request of the Licensee. CENAREO undertakes to provide the Customer with the following documents upon request:

- i. an identification card proving registration in the Trade Register or an extract from the entry in the Trade and Companies Register dated less than three (3) months (K or KBIS extract), or equivalent for a foreign company,
 - ii. a certificate of provision of social declarations from the social welfare authority responsible for collecting CENAREO's social contributions and contributions,
 - iii. a declaration on honour, pursuant to which CENAREO certifies that it has filed with the tax authorities, on the date of the declaration, all mandatory tax returns, and that the work will be carried out with employees regularly employed under the Labour Code.
- 13.7. In any event, CENAREO's liability hereunder is limited to direct damages suffered by the Licensee and shall in no event exceed the price of the subscription for the twelve (12) months preceding the occurrence of the damage or for a year of the current subscription if it has been concluded for less than twelve (12) months. CENAREO's liability may only be incurred if the Licensee has issued a complaint, by registered letter with acknowledgement of receipt, within one (1) month following said occurrence.

14. Personal data collected or processed in the context of the Service

CENAREO undertakes to comply with the provisions of the French Data Protection Act of 6 January 1978 in its current version (hereinafter referred to as the 'Data Protection Act') and the general data protection regulation

(Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the 'GDPR').

CENAREO has a personal data protection policy, the characteristics of which are explained in the document entitled 'Charter on the protection of personal data', of which the User is expressly invited to read by clicking here.

15. Confidentiality

Each party undertakes to keep strictly confidential all documents, Quotations, elements, data and information expressly designated as confidential, which have been transmitted to it by the other party under the License, and not to disclose them without the prior written consent of the other party. This obligation does not extend to the existence of the License granted to the Licensee which CENAREO may refer to in its own communication pursuant to article 19.

Nor does it extend to documents, elements, data and information:

- i. of which the other party was already aware,
- ii. already public at the time of their disclosure or that would become public without breach of these terms and conditions,
- iii. that have been lawfully received from a third party,
- iv. as required by judicial authorities, pursuant to laws and regulations or for the purpose of establishing a party's rights hereunder.

This obligation of confidentiality extends to all employees, collaborators, trainees, managers and agents of the parties as well as to its advisers, affiliates, subcontractors and co-contractors. It will continue to produce its effects for 5 (five) years following the end of the relationship between the parties.

16. Intellectual property

The General Terms and Conditions do not confer on the Licensee any intellectual property rights in the Platform, which remains the full and exclusive property of CENAREO. The Licensee

only has a User Licence under the conditions defined in Article 3.1 above. Consequently, the Licensee shall formally refrain from:

- selling, transferring, or distributing the Platform in any way,
- permanently or temporarily reproducing any of the elements of the Platform, in whole or in part, by any means and in any form,
- modifying the Platform and/or merge all or part of these elements in other computer programs,
- removing, obscuring or altering in any way any proprietary notices associated with the Software,
- compiling, decompiling, disassembling, translating, analysing, reverse engineering the Software or attempting to do so, except within the limits authorised by law and in particular Article L. 122-6-1 of the French Intellectual Property Code,
- using the Platform to develop a competing product,
- using the Platform beyond the duration of the License,
- and more generally performing any act of use or exploitation of the Software not included in the License.

17. Absence of *intuitu personae*

- 17.1. The Licensee is informed and expressly accepts that CENAREO may use any service provider, supplier or subcontractor of its choice in connection with the licensing and, in particular, the supply of complementary products and services as referred to in Article 7 of these General Terms and Conditions. CENAREO may communicate to the partner, supplier or subcontractor concerned all the documents, elements, data and information necessary for this purpose, subject to the prior signature of a confidentiality agreement on the same terms as provided herein.

18. Commercial references

- 18.1. Unless expressly mentioned in the Quotation or transmitted to CENAREO by any useful written means, the Licensee authorizes CENAREO to use its name, trademark, trade name, logo and website references, as commercial references, on any medium and in any form whatsoever.

19. Termination and suspension of the License

- 19.1. At the end of the duration provided for in Article 8 'duration', any License shall be tacitly renewed for a duration identical to that initially provided for, unless terminated by either party by registered letter with acknowledgement of receipt at the latest three (3) months before the end of the current term.
- 19.2. In the event of a breach by one of the parties of any of its obligations under this Contract, it shall be automatically terminated one month after receipt by the defaulting party of a formal notice, where there is no response, by registered letter with acknowledgement of receipt, indicating the intention to apply this clause, without prejudice to any damages that may be claimed from the defaulting party.
- 19.3. Termination of the License due to the Licensee's fault shall result in immediate payment of the amounts that should have been received by CENAREO if the License had not been terminated early.
- 19.4. At the end of the contractual relationship between the parties, for whatever reason, the Licensee undertakes to return the Player, at its own expense and by any carrier of its choice, within a maximum period of one (1) month at the end of the term. If the equipment is not returned within this period, the Player will be invoiced to the Licensee at a unit price of three hundred and fifty Euros excluding tax (€350 excl. tax) for the case and fifteen euros excluding tax (€15 excl. tax) for each cable and adapter.

- 19.5. At the request of the Licensee and within 60 (sixty) days of the effective date of termination or termination of the Contract, CENAREO shall make its data available to the Licensee for export or download. This availability will be in the format decided by CENAREO. Unless otherwise provided by public policy, beyond this 60-day period, CENAREO shall no longer be required to store or return to the customer any data in its possession or stored in its information systems.

20. Competition

The Licensee shall not distribute, promote and/or sell, directly or indirectly, any other product or service that may compete with the services offered by CENAREO through the License.

21. Miscellaneous

If any of the provisions of these General Terms and Conditions are found to be invalid under the terms of a legal or regulatory provision or a court decision that has become final, it shall alone be deemed unwritten and shall not invalidate the other provisions.

The fact that CENAREO does not invoke a breach by the Licensee shall not constitute a waiver of the said breach. Any waiver shall be enforceable only if it is expressed in writing and signed by CENAREO's legal representative.

22. Modifications

CENAREO reserves the right to modify these General Terms and Conditions at any time.

The Customer will be informed of these modifications by any appropriate means.

The Licensee who does not accept the modified General Terms and Conditions must terminate the License in accordance with the terms of Article 19.

Any Licensee who uses the License after the entry into force of the amended General Terms and Conditions shall be deemed to have accepted such modifications.

23. Applicable law and jurisdiction

The Contract is subject to French law and shall be governed by and interpreted in accordance with that law. Any dispute that may arise in connection with its validity, interpretation or execution shall be submitted to the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Toulouse (France), unless otherwise required by mandatory procedural rules.