

Standard Contract for the use of AYOLAB Services via the AWS Marketplace

AYO17

Simplified joint-stock company ("société par actions simplifiée") with a capital of 48,512 euros,
RCS Paris n° 831 026 224 - Headquarters: 200, avenue du Maine, 75014 Paris,

1. PRESENTATION AND PURPOSE

1.1 AYOLAB. The AYO17 Company – acting under the brand name AYOLAB - (the "Provider") provides organizational and strategic consulting services in the fields of supply chain, logistics, logistics and commercial real estate, digital, customer experience, wholesale and retail, e-commerce, recruitment consulting, as well as in the conduct of surveys, market research and other sector analyses, in particular to understand the grey market for the distribution of targeted products or to optimize transport costs and delivery of certain products, as well as their distribution in physical or dematerialized form via an online platform (the "Services").

1.2 Purpose. The purpose of this Agreement is to define the general terms and conditions for the provision of Services by Provider to Clients who subscribed to the Provider's Services via the AWS Marketplace.

The offer of Services pursuant to this Agreement, and Client's purchase of the corresponding Subscription, constitutes each Party's respective, unreserved and final acceptance of the terms and conditions below and entry into this Agreement, which shall prevail over any other contract or documentation, including notably, without limitation, over the Client's terms and conditions of purchase.

2. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set out in this section, whether in singular or in plural:

Agreement means this Standard Contract for the use of AYOLAB Services via the AWS Marketplace.

Affiliate means, with respect to either Client or Provider, any company controlling, controlled by or under common control with, whether directly or not, that Party. Control shall have the meaning ascribed to it in clause L.233-3 of the French Commercial Code. For clarification purposes, the term Affiliate includes any joint venture between Client and any Third Party.

AWS Marketplace means the marketplace operated by Amazon Web Services Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time.

Best Practice(s) mean(s) in relation to any activity related to the Services and under any circumstance, the exercise of such skill, diligence, prudence, experience, expertise, foresight and judgment as would be expected from a skilled and experienced IT professional under the same or similar circumstances.

Brand means the brand(s) owned by the Client which may benefit from all or part of the Services as set forth in the relevant Subscription.

Business Day / Hours means a day / hour on which banks are open for general business in France.

Client means the legal entity subscribing to AYOLAB Services via the AWS Marketplace.

Change of Control means any change in its majority ownership or invested capital, a merger, and in general any transaction likely to result in a change of control as defined in Section L.233-3 of the French Commercial Code.

Confidential Information means in relation to a Party all information (whether the information contains Personal Data and/or whether the information is in oral or written form or is recorded in any other medium) about or pertaining to the business of that Party or its customers which is disclosed directly by such Party or through a Third Party acting in its name and/or on its behalf, to the other Party or its employees or contractors, or which is acquired by or otherwise comes to the knowledge of the other Party or the other Party's employees or contractors in connection with this Agreement, including, but not limited to:

- (i) all of scientific, commercial, financial, organizational, or other documents, information, results or data of which either Party becomes aware of during the Agreement and in relation thereto, irrespective of the nature, form and/or the type of medium on which they will be contained, as well as
- (ii) all technical information, materials, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, developed or acquired by the Parties before and during the Agreement without regard of the nature, form and/or the type of medium on which they will be contained, and
- (iii) the content of this Agreement and the negotiations between the Parties.
- (iv) all Client's Data ;
- (v) any information that Clients identifies to Provider as confidential by a stamp or other similar notice; and
- (vi) all other records, data or information collected, received, stored or transmitted in any manner connected with the provision of Services hereunder.

Country means the country identified in the Client's Subscription via the AWS Marketplace.

Data means all information (incl. Database) existing, created, acquired, aggregated, or archived by or for Client that are subject to processing in the course of the Services, as well as the results of any processing performed via any IT tool.

Database means an electronic database in which Data (incl. Personal Data) are stored.

Data Controller means any legal entity which determines the purposes and means of the Processing of Personal Data.

Data Processor means any legal entity which Processes Personal Data on behalf of the Data Controller.

Data Protection Regulation means any data protection or privacy law and regulation, including the GDPR, applicable to the Processing of Personal Data performed as part of the Services and applicable industry standards in force at the time of delivery of the Services.

Data Subject means any natural person who is directly or indirectly identifiable through the Personal Data Processed as part of the Services.

Deliverables mean any and all elements of any nature, medium or form, produced, developed, installed, delivered or provided by Provider as part of the Services in the course of this Agreement.

Documentation means the functional and technical operation and use documentation, regularly updated, for the Solution, and the Deliverable, including all sufficiently documented user guides and manuals enabling an inexperienced user to train himself/herself in the use of the Solution or the Deliverable and implement all of its functionalities, in French and in any other language agreed by the Parties, and any other document, in hard copy or electronic format, that Provider furnishes with the Solution or Deliverable.

Force Majeure means any event beyond the control of a Party, which could not have been reasonably foreseen and whose effects could not have been avoided by appropriate measures.

Intellectual Property Rights or IPR mean patents, inventions, trademarks, service marks, trade names, logos, domain names, business names, rights in designs (including registered and unregistered designs and design rights), copyright (including rights in computer software), semiconductor topography rights, Database rights and all other intellectual property rights, in each case whether registered or unregistered and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world now or in the future together with all (a) rights to the grant of and applications for the same and (b) corresponding applications, re-issues, extensions, divisions and continuations of the aforesaid.

Onboarding Meeting means the video call between Provider and Client following Subscription, aiming at defining, notably, the Brand and Country, details of the Scope of Services if needed, and the date from which such Services will be available.

Personal Data means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to him/her, that is disclosed to or given access to Provider for the purposes of providing the Services and perform the Agreement. Personal Data may include data relating to Client's or its Affiliates' employees, contractors, customers and/or partners.

Platform means the Provider's platform enabling the Client's access to SaaS Services.

Pre-Existing IPRs means IPR on Elements developed by it independently from the Agreement or for which Intellectual Property Rights were granted to it before the execution of the Agreement or after the Effective Date and carried out outside the scope of the Agreement.

Processing means any operation or set of operations that is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The details of the Processing are specified in Exhibit (Details of Processing) of the Master Agreement. Process and Processed will have a corresponding meaning.

Provider means AYO17 acting under the brand name AYOLAB.

SaaS Service means access and use of the Service or Solution from the Platform as deployed and hosted by Provider in the Provider's computing environment, and any software and other technology provided or made accessible by Provider in connection therewith (and not as a separate product or service) that Client is required or has the option to use in order to access and use the Product.

Services or Scope of Services means the services and the Deliverables, including access to the Solution, identified in the Subscription. The variety of Services is as described in clause 4 below and Exhibit 1 to this Agreement.

Site means the locations and premises where Provider shall perform all or part of the Services.

Solution means the SaaS, PaaS, IaaS and/or software solution(s) and its/their functionalities that may be used by Client, as identified in the Subscription and in clause 4 of this Agreement, as well as its/their associated Documentation.

Sources means all sources relating to the Brand and Country such as third parties websites, from which Provider collect Information Data to provide Services.

Source Code means (i) a complete presentation of operations and instructions expressed in an advanced language comprehensible by an IT professional that is sufficiently detailed to enable the creation of computer programs independently of Provider; (ii) the procedures and methods used by Provider to obtain such result; and (iii) any technical documentation pertaining to the Deliverable

Subscription means a Service subscription for a specific use capacity, purchased by Client via the AWS Marketplace and fulfilled by Provider for the provision and licensing of Service, whether deployed in Client's computing environment and/or provided as a SaaS Service through Provider's computing environment.

Term means the term as set forth in section 3 below.

Third Party means an individual or a legal entity other than Client and its Affiliates and Provider and its Affiliates.

Third Party Request means a request from a Third Party for Confidential Information, including but not limited to lawful search warrant, court orders, subpoenas and discovery requests.

Users mean any person (Client's officer, permanent or temporary employee, consultant, external Provider, etc.) authorized by Client to have access to, and to make use of the Solution and the Services for the account of Client in accordance with the conditions set forth in the Agreement.

Vendor Central or Seller Central Account means Client's Vendor Central or Seller Central Account on Amazon, to which Provider is granted access as set forth in this Agreement.

3. EFFECTIVE DATE – TERM

This Agreement will become effective on the date of Client's purchase of the corresponding Subscription.

Services subscribed by the Client will be provided by Provider for a limited one (1) month period, unless specified otherwise at the Subscription (the "Term").

The date from which Services will be available will be determined during the Onboarding Meeting.

Deliverables will be provided until the end of the Term, and Client shall have access to the Platform until the end of a maximum two (2)-month period thereafter.

The use by Client of Deliverables provided during the Term of this Agreement will remain governed by surviving provisions of this Agreement, as set forth in section 17.9 below.

4. DESCRIPTION AND SCOPE OF SERVICES

4.1 Services. Services provided under this Agreement are SaaS Services accessible via the Provider's Platform.

Services are for one (1) Brand and one (1) Country identified in the Subscription, and for the limited Term referred to in Section 3 above.

The Scope of Services will be identified in the Subscription and during the Onboarding Meeting between the Client and Provider following Subscription. The variety of Services available is described in Exhibit 1 hereto.

4.2 No exclusivity and no minimum commitment. This Agreement does not convey any obligation for Client to order Service(s) or any minimum volume of Services, nor does it create any exclusive relationship between Provider and Client. Provider remains free to provide identical or similar Services to any other client and Third Parties during and after the term of this Agreement.

5. PERFORMANCE OF SERVICES

5.1. General provisions

Provider shall do its best efforts to perform the Services in accordance with Best Practices. Provider shall comply with all applicable laws and regulations when providing the Services

Client undertakes to provide Provider with all information and/or documentation necessary for the proper fulfilment of its obligations under the Agreement.

Client notably agrees to grant Provider access to its Vendor Central or Seller Central Account via the integration with Amazon, as further set forth in clause 12.7 below.

5.2. Subcontractors

Provider shall be free to subcontract all or part of the Services.

Provider remains fully responsible and liable for its subcontractors and shall procure that they are bound by no less than the commitments undertaken by Provider under this Agreement, and Provider warrants their compliance thereto.

6. GLOBAL MANAGEMENT AND GOVERNANCE

6.1. Governance principles

The Parties shall collaborate to have in place and maintain during the term of this Agreement a management organization which oversees and co-ordinates in a reasonable and effective manner all activities to be carried out in relation to the performance of this Agreement.

Operational and other issues raised during the Term of this Agreement shall be addressed by a governance structure made of the Parties' key contacts, as determined between the Parties.

6.2. Provider's team

Provider's team assigned in whole or in part to the performance of the Services will in all circumstances remain under the sole hierarchical, managerial, administrative and disciplinary authority of Provider, which will be solely responsible for the administrative and social management of its personnel.

6.3. Provider's teams on Client premises

If Services are performed on Client's premises or require work to be performed on a Client Site:

- (i) Client shall ensure Provider's team assigned to the performance of the Services access to its premises, facilities and supplies to the extent necessary to provide the Services;
- (ii) Client shall inform Provider of any internal rules of such premises, which Provider's team would be required to comply with, and said personnel will comply with any applicable labor regulations laying down the specific health and safety requirements usually applicable to work performed in an establishment by an external company;
- (iii) Provider shall be liable under ordinary legal principles for any damage caused by the misconduct of its personnel on Client's premises.

7. ACCEPTANCE

Unless otherwise agreed in writing between the Parties, Deliverables shall be regarded as finally accepted by Client, eight (8) Business Days after their delivery by Provider to Client, failing any notification in writing to the contrary by Client to Provider within the said time-period.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- it has full capability, capacity and authority to enter into and to perform the Agreement and has all necessary permits, licenses, authorizations and consents and will make all necessary filings to enter into and to perform this Agreement;
- all information provided prior to the execution of this Agreement in connection with or for the purposes of the transaction evidenced by the Agreement is complete and correct in all material respects;
- it shall perform its obligations in compliance with all applicable laws and regulations throughout the world, and in such a manner so as not to cause the other Party to be in violation of any applicable laws and regulations;
- there are no actions, suits or proceedings or regulatory investigations pending, or to the Party's knowledge, threatened against the Party or any of the Party's Affiliates that might reasonably be expected to have an adverse effect on the ability of the Party to meet and carry out its obligations under the Agreement;
- it complies with and fulfils all of its obligations relating to declaring and paying any applicable taxes, impositions, duties, contributions, rates and levies, whenever and wherever imposed and all penalties, charges, costs and interests related thereto.

9. FINANCIAL CONDITIONS

9.1. Fees

Applicable fees for the provision of Services hereunder shall be as determined at the Subscription.

Fees are firm for the Term of the Subscription.

Fees shall include license rights on and to the Intellectual Property Rights relating to the Deliverables as specified in Section "Intellectual Property".

9.2. Payment terms

Services shall be paid by Client upon Subscription, unless otherwise agreed.

Invoices are to be issued and payments are to be made in Euros.

All undisputed invoices not paid when due shall bear interest from the date due to the date paid at three (3) times the French legal interest rate as at the date of the invoice, in addition to a fixed allowance of forty (40) euros for recovery costs, in compliance with article L441-10 of the French Code of Commerce.

9.3. Taxes

In the event that any of the various invoices may be subjected to value added tax or any other tax calculated on revenues, the territorial rules specific to such tax shall be applied.

10. CONFIDENTIALITY

Parties agree, both for their own account and on behalf of their Affiliates, employees, agents and any sub-contractors, for whom they shall act as guarantor, to keep Confidential Information strictly confidential, not to disclose such Confidential Information to anyone and for any reason whatsoever, and only use such Confidential Information for the sole purposes of performing this Agreement.

Parties agree to take all necessary precautions to maintain the confidentiality of the Confidential Information, and, in particular:

- (i) to limit access to such Confidential Information to their team members on a need to know basis for the sole purpose of the performance of the Agreement and to adopt all necessary measures to ensure that the persons involved undertake to comply with the confidentiality obligations of this Agreement;
- (ii) to ensure the physical security of the Confidential Information, by any appropriate method, including those stated in this Agreement; and
- (iii) not to retain any copy of the Confidential Information exchanged, except with the express consent of the other Party, or in order to comply with legal requirements.

The confidentiality obligations set forth herein do not apply to any information:

- (i) which was already in the public domain at the time of its disclosure to such Party, provided that the latter was not the cause of such information entering the public domain;
- (ii) resulting from internal and independent developments conducted by such Party without use of the Confidential Information.

Disclosure by a Party of any Confidential Information shall not be considered to be a breach of this Agreement by such Party in the following cases:

- (i) disclosure in response to a valid order by a court or other governmental body, provided that such Party gives prompt prior written notice thereof to the other Party to enable the latter to seek a protective order or otherwise prevent the disclosure, and provides assistance to contest the disclosure;
- (ii) disclosure on a need-to-know basis to advisors, law firms, auditors, provided they are bound by professional secrecy or by a confidentiality agreement;
- (iii) disclosure on a need-to-know basis to any Third Party involved in the performance of this Agreement provided they are bound by a confidentiality agreement reflecting at least the same confidentiality obligations as those set forth in this section;
- (iv) disclosure of information which was transmitted by a Party with the prior written consent of the other Party.

Should either Party receive a Third-Party Request the below shall apply:

- i. Upon receipt of a Third-Party Request, the Party receiving such request shall review the demand to determine it is valid and if it is required by Law to disclose Confidential Information. Such Party will only disclose Confidential Information when required by a Third-Party Request (1) that is issued by a Third Party with the authority and jurisdiction to compel Provider to disclose the requested information; and (2) that is targeted at specific individual Data or Users associated with Provider's Services. If a Party is not required by law to disclose that data, it shall reject it;
- ii. If a Third Party Request seeking the disclosure of Confidential Information is issued by a law enforcement or other governmental entity outside of the country where the Confidential Information is stored, the Party receiving such Third Party Request shall take all necessary

- steps to contest the request – including through legal actions – and shall direct Third Party to obtain the information through the mutual legal assistance process in the country where the other Party is headquartered or where the Confidential Information is stored;
- iii. Unless prohibited by law, a Party receiving a Third-Party Request shall promptly give written notice of such request to the other Party;
 - iv. Each Party represents and warrants that it will not (1) provide any government or related agency or entity with direct, blanket or unfettered access to Confidential Information ; (2) provide any government or related agency or entity with (a) the encryption keys used to secure Confidential Information or (b) the ability to breach such encryption; (3) provide any government or related agency or entity with broad, unspecific or indiscriminate access, including indirect access to Confidential Information; or (4) provide any government or related agency or entity with any kind of access to Confidential Information if that Party is aware that such Confidential Information is used for other purposes than stated in the respective Third Party Request.

Obligations set forth in this Section shall apply throughout the term of the Agreement and shall remain in force for a period of **five (5) years** upon termination or expiration thereof.

11. PERSONAL DATA

11.1 General Data Protection Obligation

Each Party shall comply with its obligations under the Data Protection Regulation.

Both Parties declare that they have (i) complied with all obligations applicable to the Processing of Personal Data (including any Data Subject information obligation) and (ii) performed all notifications and submitted all requests for authorization to their respective data protection authority as may be required for the Processing of the Personal Data under their responsibility.

11.2 Processing of Personal Data

11.2.1 Should Provider Process any Personal Data on Client's behalf, Provider shall be deemed acting as the Data Processor and Client acting as the Data Controller.

Provider is entitled to appoint any sub processors of its choice, under its responsibility.

It is the Client's sole discretion to ensure, in accordance with applicable laws and regulations, the collection of Personal Data concerning its personnel and their transmission to Provider and/or their entry into the Solution, as well as the respect of the rights of each of the persons concerned.

In this respect, the Client guarantees that all Personal Data that it provides to Provider has been collected in accordance with the applicable Data Protection Regulation and in particular that it has validly obtained the consent of Data Subjects after having fully informed them of their rights, the nature of the data collected, the retention period of Data, as well as the nature and purposes of the Processing that may be carried out on this Data.

As Provider does not collect Data directly from the Client's personnel, it will be the Client's responsibility to provide the information to the relevant Data Subjects by the Processing operations at the time of Data collection.

11.2.2 Client's Personal Data Processed under this Agreement remains Client's property.

To the extent possible, Provider will assist the Client in fulfilling its obligation to respond to requests to exercise the rights of Data Subjects: right of access, rectification, erasure and opposition, right to restriction of processing, right to data portability, right not to be subject to automated individual decision-making (including profiling).

To exercise the aforementioned rights, the User may contact either directly the Client's Data Protection Officer (DPO) or the Data Protection Officer (DPO) designated by Provider, i.e. Mr. Anis Fehri who can be reached at the following email address: dpo@ayolab.com.

In the event that the Client's personnel revert to Provider to exercise their rights, Provider will send these requests by email to the Client's Data Protection Officer (DPO).

11.3 Personal Data Transfers

Any transfer of Personal Data shall be performed in compliance with Data Protection Regulation.

Provider shall not and procures that its subprocessor(s) shall not, transfer (including Process or remotely access) Personal Data outside the EU without Client's prior written authorization, except in countries that have been recognized by the European Commission as providing an adequate level of protection.

When required by Data Protection Regulation to transfer Personal Data to a third country outside the EU without Client's authorization, Provider shall promptly inform Client of that legal requirement before Processing, unless the Data Protection Regulation prohibits such information on important grounds of public interest.

In the event of a change of laws applicable to Transfers of personal data, including but not limited to, when a specific mechanism for lawful Personal Data Transfers is modified, revoked, or held in a court of competent jurisdiction to be invalid, the Parties will, at either Party's request, meet to discuss, and, amend this Agreement to cover the continued Transfer of Personal Data for the purpose of using and providing the Services.

12 INTELLECTUAL PROPERTY

12.1 Pre-Existing IPRs

Each Party remains the owner of its Pre-Existing IPRs. Except as expressly provided, nothing in the Agreement transfers, assigns, licenses or otherwise grants any Party any right or interest in any other Party's Intellectual Property Rights.

Each Party grants the other a worldwide, royalty-free, non-exclusive, irrevocable, non-transferable non-sub-licensable license to use such Pre-existing IPR (and their attached documentation) for the Term to the extent necessary (i) for Provider, to perform the Services and (ii) for Client, to use Deliverables and Services.

Such license does not include the right to decompile, disassemble, reverse engineer, or otherwise attempt to modify, adapt, or create derivative works of any software, technology, or work of authorship.

License granted to Client includes the reproduction, representation, distribution and adaptation and modification rights of such pre-existing IPRs.

12.2 Know how

Parties remain owners of their own know-how, techniques, designs, methodology and their respective experience acquired during performance of the Agreement or otherwise.

12.3 IP Rights in and to Solution and Services

All Intellectual Property Rights relating to the content and materials of Services, Solution, Deliverables and/or the provider's brand, name and logo, whether patents, models, trademarks or copyrights, are and must remain the exclusive property of Provider.

The Client undertakes, and shall make its Users undertake, not to infringe any of the intellectual and industrial property rights vested in Provider and are prohibited from using them outside the framework defined in this Agreement.

12.4 Client's contents/Data. Client remains owner of all contents and data uploaded by Client in the Solution. Such contents and data shall be considered Client's Confidential Information. Where required for the use of the Solution, Client grants Provider a worldwide, royalty-free, non-exclusive, revocable, non-transferable, non-sub-licensable license to use such contents and Data for the Term to the extent necessary for Provider to perform the Services.

12.5 License (SaaS)

Provider grants Client, on a non-exclusive basis, for the entire world and for the Term of this Agreement, the right to access and use the Solution and Deliverables for their internal and/or business purposes, in consideration of the fees set forth section 9 above, without limitation of any sort, whatever the number of Users and/or simultaneous connections, except if such limitations are expressly stipulated as a metric for the calculation of applicable fees.

The right of use shall cover the right of representation and display of the Solution and of remote execution of all or part of the functionalities of the Solution in conformity with its purpose, in SaaS mode via a connection to an electronic communications network.

Client may authorize any Third Party to access and use the Solution in the capacity of User, provided that such Third Party is required by Client to accomplish tasks for the account of Client and requires access to and/or use of the Solution and/or the Data, subject to such Third Party being bound by a confidentiality undertaking.

Users shall be designated by Client, with no need for prior notification or review by Provider.

Client is prohibited from selling, leasing, loaning or sharing the Solution or acting in the capacity of a service office or commercial supplier of SaaS.

12.6 Restrictions. Unless expressly set forth herein, Client undertakes not to (a) license, sublicense (except to its Affiliates), sell, transfer, assign, distribute or otherwise make the Solution or Service available to any third party, other than Users as authorized under this Agreement; (b) modify, adapt, or hack the Solution or otherwise attempt to gain unauthorized access to the Solution or related systems or networks; (c) use the Solution and/or the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (d) use the Solution in any manner that interferes with, or disrupts the integrity or performance of the Service and its components; (e) attempt to decompile, reverse engineer or otherwise discover the Source Code of any software making up the Solution; (f) use the Solution to post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; or (g) use the Solution in breach of this Agreement.

12.7 Provider's access to Client's Vendor Central or Seller Central Account on Amazon. It is understood and agreed that Provider shall be granted access to Client's Vendor Central or Seller Central Account via Amazon for the purpose of this Agreement. Client hereby grants Provider a royalty-free, non-exclusive, irrevocable, non-transferable non-sub-licensable license to use the data obtained through such Vendor Central or Seller Central Account covering the Brand and Country, during the Term of this Agreement.

13 TERMINATION

13.5 Termination for breach

Each Party is entitled to terminate this Agreement and/or any Subscription as of right, without paying any termination fees, in the event of a breach by the other Party of its contractual obligations, which has not been remedied within a maximum of ten (10) days from the date of receipt of a notice of default, sent for such purpose by registered letter with acknowledgment of receipt.

13.6 Termination for material breach

Each Party is entitled to terminate immediately as of right, without paying any termination fees, all or part of this Agreement and/or any Subscription in the event of a material breach by the other Party of its contractual obligations, by sending a registered letter with acknowledgment of receipt. Breaches related to payments, confidentiality, Intellectual Property, or legal compliance, are deemed material breaches.

13.7 Consequences of termination / expiration

In the event that this Agreement or any Subscription is terminated for any reason whatsoever, both Provider and Client agree to continue performing their respective contractual obligations until the effective termination date of the Agreement or relevant Subscription.

14 GUARANTEE AND LIABILITY

14.1 Guarantee

Provider will do its best efforts to perform the Services in good and timely manner, in compliance with both the provisions of this Agreement and Best Practices.

14.2 Liability – Principle

Each Party shall be liable for any direct damage caused to the other Party due to the former Party's fault or negligence, subject to the following provisions.

In no event shall Provider and its Affiliates or Client and its Affiliates be liable to the other and/or to any Third Party for indirect damages within the meaning of the case law of the French courts.

By express agreement between the Parties, the following shall be considered as indirect damage for the purposes hereof, without this list being exhaustive: any loss of Data or information of any kind, loss of turnover or profits, operating loss, loss of order or customer or loss of opportunity.

14.3 Limitations

13.3.1 Notwithstanding the foregoing, it is recalled that the Solution, Services and Deliverables are used by Users under the Client's direction and responsibility. It is thus up to the Client to:

- i) ensure that its networks, servers, hardware and any computer program used to access Solution, Services and Deliverables do not present defects that have harmful consequences on the operation of the Solution or data security;
- (ii) establish sufficient operational controls and implement appropriate operating procedures;
- iii) establish, where appropriate, adequate contingency plans, providing for replacement procedures and, in general, take all appropriate measures to guard against any harmful consequences due to the use of the Solution
- (iv) establish any backup of its data and to ensure its accessibility and security;

13.3.2 Provider expressly excludes from any warranty and cannot be held liable for interruptions of Service and/or damages of any kind related to:

- i) Force Majeure or a decision of public authorities;
- (ii) an interruption in the supply of electricity or transmission lines due to public or private operators;
- (iii) misuse of the Solution by the Client or any User;
- iv) abnormal or fraudulent use by the Client or Third Parties, requiring termination of the Service for security reasons;
- (v) fraudulent intrusion or maintenance of a Third Party in the system, or unlawful data extraction;
- (vi) the nature and content of the information and Data created and/or communicated by Client;
- (vii) a delay in the delivery of information and Data, where Provider is not the cause of the delay;
- (viii) the operation of Internet, Intranet or telephone or cable Internet access networks not implemented by Provider.

14.2.3 Except as otherwise expressly provided in this Section, the liability of Provider arising under this Agreement, both to Client and its Affiliates and Users and/or to any Third Party, shall be limited in the aggregate to an amount equal to fifty percent (50%) of the Subscription Fees actually paid by Client to Provider in relation to the Services which caused the damage (the "**Provider Cap**").

However, Provider Cap shall not apply to damages arising out of the willful misconduct or fraud of Provider.

15 INSURANCE

Provider declares to have subscribed, at the date of signature of this Agreement, at its own expense, the following insurance policies, taken out from a company rated at least A by Standard & Poor's generally known to be solvent. Provider undertakes to comply with the terms of and to maintain those policies in effect during the term of this Agreement:

- a. a Civil Liability Insurance Policy (operation, post-delivery and professional), covering any property damage, bodily injury, and consequential damage caused to Third Parties, including Client, for a sufficient amount commensurate with the risks incurred.
- b. a Combined Technology Errors' & Omission Policy (or any other similar cyber-risk insurance policy), for a sufficient amount, commensurate with the risks incurred, covering its liability for any damage, whether directly or indirectly caused to any computer system, computer software program, application software, application, data processing or any other operating system (computer, web or mobile) or arising from the use or operation of one of those elements, and resulting in particular from:
 - (i) unauthorized access, modification, theft, misuse, destruction and/or loss of data;
 - (ii) the presence, introduction or spreading of malware;
 - (iii) hacking;
 - (iv) breaches of any of the laws and regulations relating to privacy and personal data and/or Intellectual Property Rights infringement and/or disclosing of trade or business secrets.

16 GOVERNING LAW AND JURISDICTION

Governing law - This Agreement and any Subscription thereafter shall be governed by, and construed in accordance with the laws of France, irrespective of the territories where the Services are provided and notwithstanding any conflicts of law, without prejudice to the application of any local mandatory laws.

Jurisdiction - ANY DISPUTE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR ANY SUBSCRIPTION, INCLUDING ANY DISPUTE AS TO THEIR VALIDITY, EXISTENCE, PERFORMANCE, INTERPRETATION OR TERMINATION, WHICH MAY NOT BE RESOLVED AMICABLY SHALL BE REFERRED TO THE JURISDICTION OF THE RELEVANT PARIS (FRANCE) COURTS EVEN IN THE EVENT OF EMERGENCY OR PROTECTIVE PROCEEDINGS, IN SUMMARY PROCEEDINGS OR ON REQUEST, THIRD PARTY APPEAL OR MULTIPLE DEFENDANTS, AND NOTWITHSTANDING ANY CLAUSES TO THE CONTRARY.

17 MISCELLANEOUS

17.1 Transfer – Assignment - Divestiture

Provider shall be free to transfer, assign or subcontract all or part of its rights and obligations under this Agreement to any Third Party without prior written approval of Client.

Provider is notably entitled to assign, delegate, transfer and/or subcontract all or part of its rights and obligations under this Agreement, in any manner whatsoever, to any Provider Affiliate, or to any Third Party within the context of Provider restructuring operations such as Change of Control, merger, acquisition, asset transfers.

17.2 Independence

This Agreement shall in no event be interpreted as creating a partnership or an agency or power of attorney relationship between Provider and Client which remain both independent contractors.

Unless otherwise agreed in this Agreement, neither Party may in no manner act in the name and for the account of the other Party.

17.3 No waiver

No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

17.4 Publicity/Reference

Provider is entitled to use Client's name, logo and trademarks in its reference list.

17.5 Ethical and employment conformity

The Parties declare that they attach particular importance to compliance with the social rights and the fundamental rights that are in force in the applicable legislation of the jurisdictions in which the Services are performed, and in this clause when this clause is stricter, to occupational safety and to the prevention of environmental accidents. The Parties shall not engage in any form of corruption whatsoever or in money laundering and undertake to comply with any applicable law in this regard.

Each Party certifies that the Services enter within the scope of its professional activities and agrees to comply with any applicable laws and regulations in force at the time of the execution of the Services.

Provider acknowledges that the personnel working on the performance of the Services, whether working at Client premises or not, are under its control and supervision, and that it solely and exclusively manages labour relations with such personnel. Furthermore, Provider is fully and exclusively responsible for the recruitment, training and management of its personnel, as well as for any rights and liabilities (legal, regulatory, and contractual) attached to the labour relationship with such personnel.

Provider agrees to act with the personnel in compliance with any applicable legislation and regulations related to wages, social security, health and safety conditions in the workplace, and any applicable legislation connected with its professional activities.

Provider certifies that both itself and its subcontractors are compliant with the principles set forth by the major Agreements of the International Labour Organisation, and in particular that they do not employ persons under the age of 16, nor engage in any form of forced, clandestine, dangerous, or penitentiary work (excluding work of prisoners who are free to choose to work and to be paid at market rates) and that they respect freedom of association and prohibit any forms of discrimination.

Provider furthermore agrees, in accordance with Article D8222-5 and L 5221-2 of the French Labour Code, to provide Client with the following documents every six months:

- (i) Certificate of proper filing of declarations and payment of social contributions issued by social security public authorities dated less than six months (ex : URSSAF certificate);
- (ii) Document demonstrating the legal existence of the company dated less than 6 months (ex : K-Bis extract);
- (iii) A declaration certifying that work is completed by persons employed in conformity with French labour law

17.6 Embargo

Both Provider and its Affiliates and Client and its Affiliates warrant that they comply with the regulations of the European Union, France or any other relevant sovereign state concerning international economic sanctions, such as, for example embargos.

Each Party warrants that neither it nor its Affiliates:

- (i) Are under international economic sanctions provided for by the regulations, and
- (ii) Are controlled or held, to the best of their knowledge, by a person or entity who is under an international economic sanction provided for by regulations.

Each Party warrants that no proceedings have been brought against it and its Affiliates and that they are not undergoing enquiries that were initiated by the authorities following an alleged breach of the regulations.

Each Party, on behalf of itself and its Affiliates, undertake to hold the other Party and its Affiliates harmless from all losses, liability, damage, fines, penalties or expenses (including, but not limited to, court fees) that they may suffer due to a breach by the former Party and its Affiliates of the obligations provided for in this article.

Each Party agrees that in the event of a breach of the obligations provided for in this article the other Party and its Affiliates may immediately terminate the Agreement in effect.

17.7 Notices

All formal notices under the Agreement shall be made in writing and will be deemed to have been received by the addressee (i) if sent by first class post, two (2) Business Days after dispatch; (ii) by hand delivery, immediately upon receipt by the recipient; or (iii) if sent by a reputable overnight express mail service with a reliable tracking system, one (1) Business Day after dispatch.

17.8 Force majeure

Any Party invoking a Force Majeure Event shall notify in writing the other Party within three (3) Business Days following its occurrence by providing evidence of the Force Majeure Event and details on remedies and mitigations implemented to limit its effects and duration.

The obligations suspended shall resume as soon as possible after the effects of the Force Majeure Event have ceased. Except for the activities that cannot be performed due to the Force Majeure Event, the Parties are responsible for continuing to perform their respective obligations under the Agreement during a Force Majeure Event.

If the Force Majeure Event lasts more than thirty (30) Business Days, each Party is entitled to terminate the Services affected by the Force Majeure Event by sending a notice of termination. Such termination will be effective thirty (30) days after the receipt of such termination notice, unless the other Party is able to remedy the effects of the Force Majeure Event within such timeframe.

17.9 Survival

Those provisions of this Agreement that by their nature, are expressly or impliedly intended to survive the termination or expiry of the Agreement will survive after the Term of this Agreement, which includes notably, without limitation, any provisions relating to Intellectual Property, confidentiality, guarantee and liability, applicable law and jurisdiction.

17.10 Invalid provision

If any provision of this Agreement is declared null and void with regard to a legislative or regulatory provision in force and/or a court decision having the force of *res judicata*, it will be deemed unwritten but will in no way affect the validity of the other clauses, which will remain fully applicable.

EXHIBIT 1 - SCOPE OF SERVICES

Glossary

- ASIN: Amazon Standard Identification Number, this is the one single internal item identification number used by Amazon to identify an item available on any Amazon marketplace.
- Buy Box: On Amazon marketplaces, the Buy Box for one ASIN (one item for sale on the marketplace), refers to the one single offer by one seller, either Amazon 1P or a 3P seller, presented by Amazon as offering the value for money from the customer's standpoint. This recommendation by Amazon is based upon a proprietary algorithm. It is widely accepted that the Buy Box owner is selected based upon factors that include (i) landed price, including shipping fees, (ii) speed of delivery, (iii) 3P seller's average rating based upon consumers reviews, and most likely more factors such as the profitability of the transaction for Amazon.
- GMV: Gross Margin Value, or sell-out, this is the gross sales made on the marketplace or website based upon sales to consumers.

Service description

The Provider may provide 3 different types of Services:

○ **[OSM] Monthly Online Selection Mapping on Amazon:**

- This service enables the Client to identify all active sellers and all ASINs (direct, non-direct or marketplace) found on Amazon. The Ayolab technology will collect all ASINs matching the brand using NLP methodology (Natural Language Processing), via a search based on the brand name.
- The deliverable is a monthly snapshot available from 2 weeks after the end of the month considered.

○ **[MSR] Daily Marketplace Seller Revenue estimation on Amazon:**

- This service enables the e-commerce team to have an estimation of the GMV at ASIN and seller levels, both for Amazon 1P and 3P sellers. It also enables e-commerce teams to measure their share of their brands revenue on Amazon and to find healthy growth opportunities. It identifies active sellers and active catalog on Amazon and assesses their share of brand revenue on the platform. Revenue estimations are available across all ASINs, direct or not direct, across all sellers, 1P or 3P. The list of countries where this service is available upon demand to the Ayolab Customer Success Team. The list of Amazon websites where the service is available may improve over time due to technical capabilities on Ayolab's side.
- The deliverable is a monthly snapshot available from 2 weeks after the end of the month considered.

○ **[WBB] Weekly Buy Box monitoring on Amazon:**

- This service enables the e-commerce team to identify active sellers that are getting the Amazon Buy Box on their brands, across all ASINs, direct or not direct, across all sellers, 1P or 3P. It provides the share of Buy Box per seller, the LBB trend for Amazon 1P, the Buy Box price trend. The service also includes an automated root-cause analysis showing the reasons why a given seller did not "win" the Buy Box for any selection of ASINs. This may be a matter of (i) B2C pricing (price is too high), (ii) availability (item is not in stock due to shortages and supply chain issues), or (iii) other reasons. The analysis also includes a detailed mapping of products that, for various reasons, are unprofitable for Amazon (can't return any profit or CRAP). This root-cause analysis includes the detailed list of 3P sellers that did prevail and did win the Buy Box for the selected ASINs.
- The deliverable is a daily snapshot available every week, for the past week of data.