



GENERAL TERMS AND CONDITIONS

CALLR



VERSION 20140915

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1. PURPOSE

The purpose of these general terms and conditions (***General Terms and Conditions***) is to define the terms and conditions subject to which the Service Provider shall provide the Client with the Services to which this Agreement relates. Any stipulation in the General Terms and Conditions regarding purchasing or purchase orders issued by the Client is therefore enforceable against the Service Provider.

2. DEFINITIONS

In addition to the terms expressly defined by certain articles of the Agreement, terms beginning with a capital letter have the meaning attributed to them below:



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| API | means the Service Provider's programming interface (Application Programming Interface). The API allows the Client to (i) integrate the Services into their management tools and/or (ii) re-sell the Services as a no-name brand. The API is a software interface, i.e. a set of functions made available via an HTTP Web Service; |
| Client | means the legal entity having subscribed to one or more Services by signing the Agreement; |
| General Terms and Conditions | means this document, which determines the general provisions governing relations between the Client and the Service Provider in terms of the service provision requirements; |
| Agreement | means the General Terms and Conditions, including any appendices or amendments thereto; |
| Fixed Costs | means the fees for activation of a Service and the cost of a monthly subscription to a Service. |
| Variable Costs | means the price of a Service consumed by the Client over the period of one month. |
| Web Interface | means the web interface accessible under the domain name www.callr.com and all of the elements constituting it. The Web Interface is the property of the Service Provider. |
| Option | Has the meaning attributed to it in article 3.3 of the General Terms and Conditions. |
| Service Provider | means the company THECALLR, a simplified joint stock company with capital of 113,000 Euros, with its registered office located at 128 rue La Boétie, 75008 Paris, France, registered in the Paris Trade and Companies Register under no. B 528 684 079, represented by Mr Taoufik Zagdoud, in his capacity as President, who is duly authorized for the purposes of this document; |
| Service(s) | means the services covered by this Agreement, defined in article 3 of this document, which are signed by the Client. |



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3. SERVICES

- 3.1 **Type of Service** The Service Provider shall provide a communication service platform in the Cloud, accessible via the Internet. As a service offered via the Cloud, this service platform is used by all clients who have entered into an Agreement with the Service Provider or who are receiving Services via a third party marketing Services as a no-name brand.
- 3.2 **Range of Services** The Service Provider offers a range of telephone services which, depending on the services ordered and the options selected by the Client, allows them to ‘tailor’ their voice services as required, analyze the call statistics from their marketing campaigns, create teleconferences on a private number, set up an automated outgoing call system, change the configuration of their Interactive Voice Response (IVR), obtain telephone numbers in most countries of the world, for permanent or temporary use, route long distance calls at minimal cost to the country of destination, send and receive SMS, etc.
- 3.3 **Options** The Services may be modified, improved or complemented by additional services offered by the Service Provider, allowing the Client to benefit from functionalities and/or equipment complementary to the Services (**Options**). The Options are subscribed to for a term equivalent to that of the Services to which they relate and are subject to an additional pricing structure.
- 3.4 **Exclusion of installation services** The Services do not cover installation or integration services. Installation, integration, configuration or any other service involving the use of the Services, specifically of the API are entirely the Client’s responsibility and shall be carried out by the Client.

4. SUBSCRIBING TO THE SERVICES

- 4.1 The Services can only be subscribed to by a legal entity ordering the Services in a professional capacity. For the purposes of this document, “in a professional capacity” means, in particular, any order fulfilled in the course of usual business activities, or profit-making activities with the intention of providing a source of income sufficient for maintaining a livelihood.
- 4.2 Before being able to subscribe to a Service, the Client must sign these General Terms and Conditions.



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5. PREREQUISITES FOR ACCESS TO THE SERVICES

- 5.1 Access to the Services requires the Client to have sufficient technical knowledge to use the Services, in particular the API.
- 5.2 The Services can only start once the Client has fulfilled the following pre-requisites:
- (i.) provision of the I.T. and communication equipment necessary for use of the Services;
 - (ii.) provision of continuous access to the Internet, as required by the Services;
 - (iii.) provision of continuous access to fixed/mobile telephone networks, as required by the Services;
 - (iv.) provision of the third party user licenses in force for all of the software necessary for implementation and use of the Services;
 - (v.) provision of a secure connection in order to prevent any loss of the Client's data during implementation and use of the Services.

6. ACCESS TO THE SERVICES

- 6.1 Access to the Services via the Web Interface or the API is rendered secure by means of a username and password (**Identification Data**), which the Service Provider shall communicate to the Client. The Client shall refrain from communicating this Identification Data to a third party, except for members of the Client's staff authorized by the Client to use the Services.
- 6.2 After signature of the General Terms and Conditions, the Service Provider may, at the Client's express request, grant the Client free access to the Services to which they intend to subscribe, for testing purposes only. Such access is granted for a temporary test period of a maximum of seven (7) days per Service.

7. DEVELOPMENT OF THE SERVICES

7.1 At the Service Provider's initiative

- 7.1.1 Due to the rapid technological advances and constant developments in the telecommunications sector and the Cloud, the Services offered by the Service Provider may be subject to modification or development. The Service Provider will inform the Client of the said modifications prior to their implementation.

The Client acknowledges that the Service Provider may also be obliged to modify the Services in order to conform with developments in the legal and/or regulatory framework applicable to the Services.



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7.1.2 A modification or development may have an impact on the price of the Services and/or require adaptation of the Agreement's stipulations. In such a case, the Service Provider shall invite the Client to sign an amendment to the Agreement or to sign a new Agreement. Failing the signing of an amendment to the Agreement or a newly drafted agreement, the Service Provider shall be entitled to cease providing the Services and thus cancel all or part of the Agreement, pursuant to article 17 of this document.

7.2 At the Client's request

7.2.1 The Client may, at any time during the term of the Agreement, send the Service Provider a request for development of the Services. Development requests may only concern: (i) increasing the volume of the Services, (ii) a specific development to adapt the Services as required by the Client, or (iii) subscription to a new Option. Any request for development of the Services must be sent to the Service Provider in writing. The Service Provider may, depending on the characteristics of the Client's development request, (i) confirm, in writing, acceptance of the request for development of the Services without modification of the Agreement, (ii) invite the Client to sign an amendment to the Agreement, or (iii) invite the Client to sign new Special Terms and Conditions. Failing express acceptance of a request for development of the Services by the Service Provider or signature by the Client of the amendment or the Special Terms and Conditions, the Service Provider shall not develop the Services in any way.

8. TERM AND RENEWAL

8.1 The Agreement shall take effect from the date of the parties' signature for a period of one (1) month (**Initial Term**). During the Initial Term, this Agreement may not be cancelled for reasons of convenience.

8.2 At the end of the Initial Term, the Contract shall be automatically renewed for successive periods of one (1) month, unless terminated by the Service Provider or the Client by email within a notice period of one (1) month.

9. CLIENT'S COMMITMENTS

9.1 The Client undertakes:

- (i.) to comply, for the entire term of the Agreement, with the pre-requisites defined in article 5;
- (ii.) to pay the price of the Services;
- (iii.) to keep the Identification Data confidential and implement methods to prevent any loss, theft, or fraudulent use of the Identification Data; ensure that these undertakings are respected by members of their staff;
- (iv.) to inform the Service Provider as soon as possible of any loss, fraudulent use or theft of the Identification Data;

- (v.) to warn the Service Provider three (3) months in advance of any significant volume increase in terms of simultaneous access numbers;
- (vi.) to communicate to the Service Provider only telephone numbers which have actually been allocated to them;
- (vii.) to follow the Service Provider's advice and recommendations on use of the Services;
- (viii.) to inform the Service Provider, as soon as possible, of any information which could have an effect on the execution of the Agreement;
- (ix.) to comply with the legal obligations incumbent upon them in their capacity as a party responsible for the processing of data of a personal nature;
- (x.) to use the Services only for the requirements of their economic activity, and use them in good faith and in accordance with the laws and regulations in force;
- (xi.) to specify, to the Service Provider the terms and conditions applying to storage, the volume of data stored, and the geographical scope of the storage of this data.

9.2 Furthermore, the Client shall refrain from:

- (i.) installing materials, software or other equipment on the Service Provider's infrastructure made available to the Client in connection with the Services;
- (ii.) publishing or disseminating, by any method, via the Services made available by the Service Provider, content which is contrary to public order;
- (iii.) violating the privacy or patrimonial rights of others;
- (iv.) using the Services for fraudulent or harmful purposes, in particular by making/sending out multiple unsolicited calls/messages or committing other spamming actions;
- (v.) using the Services for the purposes of hacking or intrusion into electronic systems or any other civilly or criminally reprehensible acts or acts likely to cause damage to others.

10. THE SERVICE PROVIDER'S COMMITMENTS

10.1 The Service Provider undertakes to provide the Services within the framework of an obligation of means.

10.2 In this respect, the Service Provider undertakes:

- (i.) to implement the necessary resources to provide a continuous and available Service, within the scope of the capacities (a) of the Service platform, (b) of the Client's equipment and/or (c) access to the Internet and the Client's telecommunications network;
- (ii.) to provide all care and diligence necessary for provision of the Services;

- (iii.) to advise the Client in the event that the Client makes further or new requests during the execution of the Agreement;
- (iv.) to inform the Client of any information which might have an effect on the execution of the Agreement;
- (v.) to comply with the Client's instructions with regard to the processing of data of a personal nature;
- (vi.) to maintain a sufficient level of security vis-a-vis the data entrusted to it by the Client or which the Service Provider may be called upon to collect in connection with this Agreement.

11. SECURITY OF THE SERVICES

11.1 The Service Provider's infrastructure has been the subject of advanced security audits, for the purpose of testing the reliability and security of the Services.

11.2 The Service Provider shall implement the following measures to protect the data:

- (i.) access to the system will be protected by a firewall;
- (ii.) all data requests shall be rendered secure (SSL/TLS);
- (iii.) access to the Service Provider's infrastructures shall be strictly limited to authorized persons.

11.3 The Service Provider shall implement the following measures in respect of the hosting and safeguarding of the data:

- (i.) hosting in France and/or the European Union of the Service Provider's platforms and servers;
- (ii.) administration and 24 hour surveillance of the Service Provider's network throughout the year;
- (iii.) redundancy of the infrastructures to ensure continued operation;
- (iv.) daily safeguarding of the data.

12. FINANCIAL TERMS AND CONDITIONS AND INVOICING

12.1 **Prices** The prices are fixed in Euros and exclusive of tax (including, in particular, but not exclusively, VAT). They are made up mainly of Fixed and Variable Costs. The Fixed Costs and the Variable Costs of a Service, as well as the price of the Options, are defined on the Web Interface.



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12.2 Invoicing Arrangements and Payment Terms and Conditions

12.2.1 Payment methods.

When using a prepaid account (cf. article 12.5), payments shall be made with a Credit/debit card or bank wire. When using a postpaid account, payments shall be made with Credit/debit card or direct debit (SEPA).

12.2.2 Credit/debit cards accepted: VISA, MasterCard, and Maestro.

12.2.3 Transactions made on the Web Interface are done securely. The Service Provider uses TLS/SSL (Secure Sockets Layer) from his Payment Service Provider who encrypts personal and payment data sent by the Customer.

12.2.4 Payment data do not go through, and are not stored on the Service Provider servers.

12.2.5 **Debit from the Customer credit/debit card, or bank account, will be executed by Service Provider precisely when the Customer prepaid account is credited, or the invoice is paid.**

12.2.6 The Service Provider shall send the invoices to the Client in accordance with the terms and conditions agreed to. The Fixed Costs, payable in advance, shall be invoiced on the 1st of each month. The Variable Costs, payable in arrears, shall be invoiced on the 1st of the month, based on the Services consumed.

12.2.7 The invoices are payable in Euros within five (5) days of the date of their issue. The Client shall be liable for paying any local taxes or taxes payable at source that may apply.

12.2.8 In the case of payment by direct debit, all fees linked with refused direct debits will automatically be re-invoiced to the Client.

12.3 Late payment

- 12.3.1 In the event of late payment, for any reason, the sums due from the Client shall, by operation of law, from the due date and without notice being required, be subject to late payment interest, calculated on a daily basis, at three times the legal interest rate.

Partial or total non-payment of all sums due shall also have the effect, from the due date onwards, of entitling the Service Provider to suspend execution of the Services mentioned in the Agreement until full payment of the sums due, notwithstanding the right to demand compensation for the damages suffered.

- 12.3.2 If payment has not been received more than fifteen (15) days after each due date, the Service Provider may suspend all or part of the Services and/or request cancellation of all or part of the Agreement to the detriment of the Client, subject to the terms and conditions described below, notwithstanding the Service Provider's right to demand compensation for the damages suffered. Sums already paid by the Client shall remain the property of the Service Provider.

12.4 Invoice Disputes

- 12.4.1 In the event of a dispute between the Parties regarding the amount of one or more of the invoices, the Client undertakes to pay the undisputed sums in any event.
- 12.4.2 Any invoice dispute must (i) be sent by email to the address: billing@callr.com, to the attention of the Financial Department, (ii) specify the reference of the disputed invoice (date of issue and invoice number), the amount and the reason for the dispute and (iii) must be accompanied by any supporting documentation.

12.5 Prepaid account

- 12.5.1 The Client has the option, for payment of the Fixed and Variable Costs, of using a prepaid account, which will be opened automatically when subscribing online.
- 12.5.2 The opening of a prepaid account is obligatory for (i) any Client who has their registered office abroad, (ii) any Client who has subscribed to call routing services, or (iii) any Service ordered where the Variable Costs are more than 1,000 Euros per month excluding tax.
- 12.5.3 The Variable Costs for one month shall be deducted in real time from the prepaid account each time the Service is used. When the amount paid into the prepaid account is used up, the Client undertakes to pay in another amount, corresponding to the Variable Costs necessary for use of a Service. The Service Provider reserves the right to suspend access to the Services until the payment of a new sum corresponding to the Variable Costs necessary to use a Service.
- 12.5.4 The Service ordered will only be activated upon actual receipt of the Costs due in the Service Provider's bank account. In order to be able to benefit from the Services within the accounting deadlines, the Client must anticipate and take into consideration the inflexible deadlines that apply to national or international bank accounts (value date and other).



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12.5.5 Refund policy. When the Agreement is terminated, the Service Provider will refund the Customer the amount of his prepaid account still available.

13. SUSPENSION OF SERVICES

13.1 The Client expressly accepts that the Service Provider reserves the right to immediately suspend any Service in the following cases:

- (i.) in the event of the loss, theft and/or use of the Identification Data provided by the Client; The Client shall bear full responsibility for the consequences attached to the loss and/or fraudulent use of the Identification Data;
- (ii.) any use which does not comply with the stipulations of the General Terms and Conditions of Use (such as spamming, fraudulent intrusion or attempted fraudulent intrusion into information or other systems);
- (iii.) in the event of partial or total non-payment of all sums due in accordance with article 12 of this document;
- (iv.) in the event of maintenance operations on the Service Provider's equipment, software or networks enabling provision of the Services.

The Service Provider shall attempt to have these maintenance operations carried out during non-working hours, after 8 p.m., CET time, during the week or Saturdays, Sundays and French national holidays, and to limit the duration thereof.

In the event of an emergency, the Service Provider reserves the right to suspend the Service partially or totally and without notice, in order to carry out any technical operation required;

- (v.) in the event of an order, instruction or request from the government, an emergency department or any competent administrative authority. In such a case, the Service Provider may, without liability, cancel the General Terms and Conditions without notice by registered letter with acknowledgement of receipt;
- (vi.) in the event of the loss by the Service Provider of any authorization, license or approval necessary, if applicable, to the provision of all or part of the Service - or if any of the latter are refused. In such a case, the Service Provider may, without liability, cancel the General Terms and Conditions without notice by registered letter with acknowledgement of receipt;

13.2 The Service Provider shall not be held liable in the event of a suspension of the Service for the above-mentioned reasons and such a suspension may not result in any compensation for damages being payable.



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14. SUPPORT

- 14.1 The Service Provider shall provide the Client with a support service, free of charge, from Monday to Friday, excluding French national holidays, from 10 a.m. to 6 p.m. (Eastern time), in order to answer questions regarding use of the Services referred to them by the Client by email to the address: support@callr.com, or by connecting to <http://callr.com/support>.
- 14.2 The support service also allows the Client to inform the Service Provider of the occurrence of an incident in connection with the Services. For the purposes of this article, the term “incident” means an interruption in provision of the Service of more than 30 minutes and which is not attributable to any action by the Client (such as a configuration error or erroneous handling). Any interruption in provision of the Service attributable to the Client shall not be considered an incident.
- 14.3 For any incident reported by the Client, the Service Provider undertakes to act within a period of four (4) working hours from the time of reporting the incident, in order to resolve it.

15. LIMITATIONS OF LIABILITY

- 15.1 The Parties declare that they are aware of the characteristics and limitations of the Internet and telecommunication networks, via which the Service is delivered. The Client acknowledges that (i) data transmissions via the Internet and via telecommunications networks are only of relative technical reliability, as they circulate on heterogeneous networks with diverse technical characteristics and capacities, which are sometimes saturated at certain times of the day; (ii) data circulating on these networks is not protected against possible misappropriation, and that the information disseminated may be captured and (iii) it is impossible to control third party use thereof.

Consequently, the Service Provider cannot be held liable for any of the acts or events mentioned above.

- 15.2 The Service Provider shall not be held liable:
- (i.) in the event of poor use of the Services by the Client, or in the event of the loss, theft or fraudulent use of the Identification Data,
 - (ii.) in the event of poor installation of the telephone and/or its accessories, or the use of non-approved equipment,
 - (iii.) in the event of disturbances or interruptions in the provision or operation of the methods of telecommunication provided by the operator(s) of the networks to which the Service Provider’s facilities are connected, in particular in the event of a malfunction of the local operator’s network,
 - (iv.) for the data communicated by the Client to the Service Provider or for the use the Client makes thereof via the Services subscribed to;



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- (v.) for the information and documents communicated to the Client, or for the Client's possible interpretation thereof, since this information and these documents are only of indicative value and have no contractual value,
 - (vi.) in the event of modifications due to recommendations by the applicable U.S. governmental authority and/or competent regulation authorities for other countries, to the network operator or services.
- 15.3** Similarly, the Service Provider shall not be held liable for any indirect damage, such as operating losses, loss of clients, commercial damage, harm to brand image, loss of data and/or files. In any event, the sum demanded from the Service Provider for reparation of the damages suffered shall not exceed an amount equivalent to the Fixed Costs (excluding activation Fees) paid by the Client for the Service concerned, over the three (3) months preceding the event giving rise to the liability.
- 15.4** The Service Provider does not store payment data on his servers; therefore the Service Provider shall not be held liable for any damage caused by Internet usage, such as service interruption, external intrusion, virus, loss of data, regarding, in particular, payment methods.
- 15.5** THE SERVICE PROVIDER AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE SERVICE PROVIDER AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO WARRANTY, REFUND, OR OTHER RESTITUTION TO YOU WITH REGARDS TO THE WEBSITE, OTHER THAN AS SPECIFIED HEREIN, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DELAYS, CANCELLATIONS, STRIKES, GOVERNMENTAL ISSUES, OR FORCE MAJEURE.
- 15.6** IN NO EVENT WILL THE SERVICE PROVIDER OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOSSES ARISING FROM YOUR USE OF OUR WEBSITE, EVEN IF THE SERVICE PROVIDER IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SERVICE PROVIDER'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO YOUR CEASING USE OF THE WEBSITE.
- 16. FORCE MAJEURE**
- 16.1** Neither party shall be held liable for not having accomplished, or for accomplishing late, any obligation imposed by the Agreement, if such failure results from the occurrence of an event of force majeure.
- 16.2** The following are considered events of force majeure:
- (i.) a partial or total malfunction resulting from disturbances or interruptions in the provision or operation of the methods of telecommunication provided by the network operator(s), or servers operated by third party companies, to which the network supporting the Service(s) is connected;
 - (ii.) work conflicts between the Service Provider's suppliers or service providers;

- (iii.) an order from a public authority imposing total or partial suspension of the public telephone service subject to conditions fixed by legislation and the regulations in force;
- (iv.) shutdown of operation of the public telephone network necessary for the provision of a Service, based on a decision by the Public Authority, and
- (v.) fire, flooding, natural disasters, intrusions, malicious acts, strikes, reappraisal of the financial and technical equilibrium of the Agreement or of the legal, regulatory or public interest obligations imposed by the competent authorities - which could substantially modify the Agreement - or any other event of force majeure or unforeseeable circumstances.

16.3 If affected by an event of force majeure, the Party concerned must notify the other Party, by registered letter with acknowledgement of receipt within three (3) calendar days of the occurrence of the event, specifying the date of suspension of its obligations and details of the event of force majeure that motivated the said suspension.

16.4 In the event of prolongation of the event of force majeure beyond a period of one (1) calendar month after the sending of the above-mentioned notification, either party shall be entitled to terminate the Agreement with immediate effect and as a matter of law, without any legal formalities or compensation being due, and without incurring any liability on their part.

17. CANCELLATION

17.1 Termination for Convenience At the end of the Initial Term, the Client or the Service Provider may, legally, cancel the Agreement for convenience, by sending a registered letter with acknowledgement of receipt notifying the other Party of the cancellation, giving one (1) month notice.

17.2 Cancellation in the event that the Services are developed or modified. In the event that the Services are developed or modified as described in article 7 and subject to giving notice of one (1) month, the Service Provider is legally entitled to cancel the Agreement impacted by the said development or modification, by registered letter with acknowledgement of receipt.

17.3 Termination for Default

17.3.1 In the event of a breach of the obligations defined in the Agreement, the Service Provider and the Client are entitled to cancel, as a matter of law, the General Terms and Conditions by sending a registered letter with acknowledgement of receipt notifying the other Party of the cancellation, giving notice of one (1) month. This cancellation shall come into force without prejudice to any right for the non-defaulting party to claim damages for reparation of the harm suffered.

17.3.2 The following, in particular, are considered as defaults on the part of the Client:

- (i.) any violation of the user license for the Web Interface and/or the API, described in article 18 of this document,
- (ii.) any use contrary to the Terms and Conditions of Use of the Services, as described in the Agreement,

(iii.) in the event of partial or total non-payment of all sums due in accordance with article 12 of this document.

17.4 Cancellation in the event of force majeure. In the event of force majeure, both Parties shall be entitled by law to announce cancellation of the Agreement concerned by the event of force majeure, without any legal formalities and subject to the terms and conditions defined in article 17.3 of this document.

17.5 The Consequences of Termination In the event of cancellation of the General, for any reason, the Client agrees to pay the Service Provider (i) the sums due to them for the Services provided in accordance with the Agreement but which remain unpaid at the date of cancellation, and (ii) the Fixed Fees remaining to be paid up to the date of their contractual expiry.

18. INTELLECTUAL PROPERTY

18.1 Pre-existing rights

18.1.1 All intellectual property rights belonging to either Party and pre-existing at the time of the Agreement, shall remain the property of that Party. None of the stipulations of the Agreement grants the other Party any right or license over the above-mentioned intellectual and industrial property rights other than those expressly mentioned in the Agreement. Consequently, the Service Provider and the Client agree not to use or reproduce these intellectual and industrial property rights without the other Party's consent.

18.2 License for use of the Web Interface

18.2.1 The Web Interface and all elements constituting it are the exclusive property of the Service Provider. The Service Provider grants the Client a non-exclusive, non-transferable and revocable license to use the global Web Interface for the sole purpose of using the Services. The price of the Services includes the price of this license.

18.2.2 The Client agrees not to grant any sub-license to use the Web Interface and undertakes to comply with the Service Provider's instructions, advice and recommendations regarding use of the Web Interface.

18.2.3 The Web Interface user license is granted only for the term of the Agreement. This license shall be automatically cancelled, as a matter of law, if cancellation is notified in accordance with the terms and conditions of article 17 of this document.

18.3 API user license

18.3.1 The API, all of the elements constituting it and the documentation relating to the API, is the exclusive property of the Service Provider. The Service Provider grants the Client a non-exclusive, non-transferable and revocable license to install and use the API for the sole purpose of using the Services. The price of the Services includes the price of this license. The Client shall not grant a sub-license for use of the API.



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18.3.2 The API user license is granted only for the term of the Agreement. This license shall be automatically cancelled, as a matter of law, if cancellation is notified in accordance with the terms and conditions of article 17 of this document.

18.4 Ownership of specific developments

18.4.1 The intellectual property rights attached to a specific development carried out by the Service Provider to adapt the Services to the Client's needs are and remain the property of the Service Provider. The Service Provider hereby grants a user license in respect of the above-mentioned specific developments, which shall be valid worldwide, non-exclusive and revocable, solely for the duration of the Agreement and for the sole purpose of using the Services. The price of this license is included in the price paid by the Client in connection with these developments.

19. DATA OF A PERSONAL NATURE

19.1 The Service Provider does not have any control over data communicated by the Client in connection with use of the Services. In this respect, the Client alone shall be responsible for the content of their data, and for how they use this data in connection with the Services subscribed to with the Service Provider.

19.2 In the event that the data used in connection with the Services contains information of a personal nature, the Parties agree to comply with all rules applying to them respectively in terms of the personal information they are required to process under their obligations arising from the Agreement, in accordance with the legislation applicable to the protection of data of a personal nature.

19.3 The Client represents and warrants, vis-a-vis the Service Provider, that they will comply with state and federal legislation on the protection of data of a personal nature. In particular, the Client represents and warrants that they have fulfilled the reporting formalities with regard to the processing of data of a personal nature in connection with the Agreement. The Client must, at the Service Provider's request, be able to provide proof that the reporting formalities imposed by the competent authorities have been duly fulfilled.

19.4 The Client alone remains responsible for the obligations imposed upon them with regard to the data of a personal nature it manages to obtain (either itself or via its sub-contractors) for the purpose of using the Services and which it will be required to make available to the Service Provider for the requirements of the Agreement. In this respect, the Client assures the Service Provider that the processed data which is, if applicable, made available to the Service Provider by the Client, shall not place the Service Provider in breach of current laws on the protection of data of a personal nature.

19.5 As a sub-contractor, the Service Provider undertakes to comply with the data security and confidentiality measures.

20. MISCELLANEOUS

- 20.1 Nullity of non-applicability of a clause** If any one of the stipulations of the Agreement is declared null and void or non-applicable with regard to a legislative or regulatory provision in force and/or a legal decision having the authority of res judicata (a final judgment), it shall be deemed unwritten and shall not result in the other provisions being rendered null and void. The Parties shall modify or replace any provision declared null and void or non-applicable, as may be reasonably required, in order to render the said provision valid and applicable.
- 20.2 Modification of the Agreement** The Service provider may update the Agreement at any time. The last modified Agreement will always be available on the Web Interface. The Client must accept the updated Agreement to continue using the Service.
- 20.3 Use of the Client's names and logos** The Client authorizes the Service Provider to cite the Client as one of its clients and as a professional reference in presentations and commercial or marketing documents, in paper, electronic or any other format existing now or in the future, for worldwide dissemination and communication. The Service Provider undertakes to ensure that such communication, for strictly professional purposes, takes place in compliance with industry practices. To this end, the Client grants the Service Provider the right to reproduce and represent its commercial name, its corporate name and status, if applicable, its trademark, logo or more generally any distinctive sign belonging to the Client, for the duration of the Agreement, and for an additional period of two years after its expiry or cancellation.

21. CONFIDENTIALITY

- 21.1** Both parties undertake to keep strictly confidential any information of which either Party becomes aware in connection with the Agreement (Confidential Information) and not to disclose it to third parties via any means whatsoever, by using the same methods and procedures as those used for their own **confidential information**. The following, in particular, is regarded as Confidential Information: information relating to the Services, and to the negotiation, signing, content and terms and conditions of the Agreement, the Service Provider's know-how and commercial techniques, and to any disputes, disagreements or legal action relating to the Agreement.
- 21.2** Both Parties undertake:
- (i.) to keep confidential the Confidential Information it receives from the other Party, applying to it the same degree of vigilance as it would apply for the purpose of protecting its own confidential information;
 - (ii.) to refrain from disclosing the other Party's Confidential Information to any third party other than its staff or agents who are required to have knowledge thereof in order to execute the Agreement, without the prior express agreement of the other Party; and
 - (iii.) to use the other Party's Confidential Information only for the purpose of exercising their rights and fulfilling their obligations arising from the Agreement and never to use it for the other party's internal or external requirements.
- 21.3** Notwithstanding the foregoing, neither Party shall have any obligation in respect of information which:

- (i.) has or may come into the public domain independently of a default on the part of the Party having received it;
 - (ii.) may have been developed independently of the Party receiving it;
 - (iii.) may have become known to the Party receiving it before it was disclosed to them by the other Party;
 - (iv.) may have been legitimately received from a third party not subject to a confidentiality obligation, or
 - (v.) has to be disclosed by virtue of the law or due to a court order (in which case it must only be disclosed to the extent required and once the party that supplied it has been informed in writing).
- 21.4 The Parties' obligations with regard to the Confidential Information shall remain in force for the entire term of the Agreement or, if the Agreement is terminated for any reason, for a period of three (3) years after such termination.
- 21.5 Both Parties shall be obliged to return, as soon as possible, all copies of any documents or media containing the other Party's Confidential Information, as soon as the Agreement is terminated, regardless of the reason.
- 21.6 Furthermore, the Parties undertake to ensure that their staff, and any agent or third party who may become involved with the Agreement in any capacity, comply with these stipulations.
- 22. TRANSFER OF THE AGREEMENT**
- 22.1 The Agreement is entered into on an *intuitu personae* basis and may not be assigned or transferred by either of the Parties without the prior, written consent of the other Party.
- 23. APPLICABLE LAW AND JURISDICTION**
- 23.1 The Agreement shall be subject to and interpreted in accordance with French law.
- 23.2 ANY DISPUTE THAT MAY ARISE BETWEEN THE PARTIES REGARDING THE EXECUTION, INTERPRETATION OR VALIDITY OF THE AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF PARIS COMMERCIAL COURT.



VERSION 20140915

Service Provider :

CALLR

128 RUE LA BOETIE

75008 PARIS

France

Simplified joint stock company with capital of 113,000 Euros,
Registered in the Paris Trade and Companies Register under no. B 528 684 079,
Represented by Mr Taoufik Zagdoud, President;