BEYABLE GENERAL TERMS OF SALE

PREAMBLE

ATTUNEO is a French simplified joint-stock company with a business capital of 7 807,10 euros, with its head office located in 241 boulevard Voltaire, 75011 Paris, France, as listed in the Paris Trade and Companies Registry under number 804 353 126 and as represented herein by Julien Dugaret, legal representative for the company, acting in his capacity as chief executive (hereinafter **BEYABLE**).

BEYABLE was founded in 2014 with the business objective of providing customers with IT solutions enabling both website traffic and user behaviour analysis.

BEYABLE is a real-time website analysis, management and personalisation software publisher specialising in both computer and mobile website monitoring tools. Software is provided as "software as a service" (SaaS).

Traffic and user behaviour analysis enables BEYABLE to implement targeted and bespoke actions for website visitors for the purpose of converting more prospective customers into actual customers (via a process known as **On-site marketing**).

The uniqueness of BEYABLE's product offering lies in its solution, which combines behavioural analysis and machine learning to show users visiting customers' websites bespoke, targeted content.

The main way BEYABLE differentiates itself from the competition is by offering customers original, bespoke content.

So as to best meet our customers' needs and provide them with a completely bespoke website BEYABLE may audit their current website (traffic measurement, users' behaviour as they browse the site, hourly calculations of revenue generated by the website, etc.). As such BEYABLE provides real-time, on-site bespoke navigation routes for customers.

BEYABLE adapts and modifies its tool in real time based on the following:

   i)   Customers' immediate needs (stock management, product delivery capabilities, mentioning promotional offers, etc.);

   ii) A traffic flow analysis conducted on the customer's website.

The Customer hereby states they have an interest in using the software published by BEYABLE with respect to their own business activities.

The Parties wish to conclude this agreement, whereby the Customer shall enable website visitors and customers to benefit from BEYABLE's product offering to improve their relationship with their own customers.

The Customer hereby states they have previously asked BEYABLE to ensure the services the latter shall provide are suitable to the former's business needs.

The Customer likewise states they have received all of the information and advice they required from BEYABLE to conclude this General Terms of Sale document in good faith.

More specifically they acknowledge they were made aware of Software features when signing this document and therefore possess all information they require in this respect, particularly with respect to the suitability of the Software towards their own needs.

The Customer hereby states that all of the information it has provided BEYABLE prior to the conclusion hereof is true and accurate and further to this shall undertake to notify BEYABLE in writing of any changes in this respect.

The Customer hereby states they possess all equipment and software required for the proper operation of services provided by BEYABLE.

Given the above the Parties have decided to set out, within the framework of this Agreement, those legal, technical and financial terms and conditions by which BEYABLE shall provide those services as detailed within Purchase Orders.

Once issued Purchase Orders shall bind the Parties to the execution thereof pursuant to these General Terms and Conditions of Sale.

GIVEN THE ABOVE, THE PARTIES HEREBY AGREED TO THE FOLLOWING:

ARTICLE 1 - DEFINITIONS

The terms listed below, whenever used herein with the first letters of each word in capital letters and regardless of whether they are used in the singular or plural, shall have the following meanings:

1.1. **Purchase Order:** any document appended hereto which defines or otherwise sets out the terms, conditions and procedures for the Services to be provided by BEYABLE at the request of the Customer;

1.2. **Customer**: any natural or legal person having entered into a services agreement with BEYABLE and on whose behalf a Purchase Order has been signed and issued;

1.3. **General Terms and Conditions of Sale:** the whole of the clauses set out herein governing the contractual relationship between the Parties for the purposes of BEYABLE executing those Services ordered by the Customer via a Purchase Order;

1.4. **Agreement:** the whole of the clauses set out in the General Terms and Conditions of Sale and the Purchase Order as well as any addendum adding to, modifying or replacing them, it being stated here that likewise the preamble and annexes hereto are an integral part hereof;

1.5.   **Cookie**: this refers to a text file place on the user's hard drive by the user's server whenever they visit a website. This is then read by the server of the domain having issued the cookie for the purposes of identifying visitors who have previously visited the site;

1.6.   **Data:** the Customer's operational data which are processed by Users via BEYABLE Software features;

1.7.   **Personal data**: any information concerning a previously identified or identifiable natural person, i.e. a person who may be identified either directly or indirectly and more specifically via identifying particulars, such as their name, ID number, location data, an online user name or one or multiple elements which are specific to their physical, psychological, genetic, mental, economic, cultural or social identity;

1.8.   **Identifying particulars**:   the individual user names (hereinafter **user name**) and/or passwords (hereinafter **password**) for each User;

1.9.   **Visitor**: any natural person visiting the Customer's Website;

1.10.   **BEYABLE Software or BEYABLE Solution**: a Saas solution developed by BEYABLE enabling the collection and analysis of e-commerce website traffic data to rate visitors' level of engagement and the appeal of products or offers provided;

1.11.   **Personal Data Protection Laws**: the provisions of the GDPR, the French Law on Computer Information and Civil Freedoms and all other French or European regulations as currently apply or may apply in future with respect to personal data protection;

1.12.   **French Law on Computer Information and Civil Freedoms**: the amended French Law 78-17 of 6 January 1978 on computer information, data files and civil freedoms;

1.13.   **Modules:** a breakdown of Services offered by BEYABLE and selected by the Customer within their Purchase Order;

1.14.   **Platform:** the BEYABLE servers hosting its Software, thereby enabling the Customer to access app.beyable.com remotely via the internet;

1.15.   **Services:** those services connected to the use of BEYABLE Software by the Customer as set out herein and further specified in the various Purchase Orders performed by BEYABLE;

1.16.   **GDPR**: Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

1.17.   **SaaS**: "Software as a service"; this refers to the method of remotely accessing software/software packages via the internet;

1.18.   **Website**: the computer and mobile websites, landing pages, mini-sites and blogs published by the Customer;

1.19.   **Subcontractors**: any legal person authorised by the Customer to execute Services;

1.20.   **Tracking Tool**: a conversion tracking tag which is capable of recognising and tracking visitors' actions (e.g. purchases) on a Website, thereby calculating conversion actions;

1.21.   **User**: any natural or legal person authorised by the Customer to remotely access the Platform (via use of Identifying Particulars) to use BEYABLE Software features.

ARTICLE 2 - SUBJECT MATTER

The purpose of these General Terms and Conditions of Sale is setting out and defining those technical, legal and financial terms, conditions and procedures under which BEYABLE shall grant the Customer the right to access BEYABLE Software under a Saas arrangement, as well as the execution of Services pursuant to Purchase Orders at a mutually agreed to price.

BEYABLE reserves the right to modify the General Terms and Conditions of Sale at any point in time, subject to having previously notified the Customer in this respect. Customers shall be notified via e-mail with a .pdf format document attached whenever the General Terms and Conditions of Sale are modified.

BEYABLE shall notify Customers of any modifications to be made in this respect prior to their taking effect so Customers may terminate the Agreement should they not agree with the content of said modifications.

By carrying on providing Services following the new version of the General Terms and Conditions of Sale taking effect and where refusal thereof has not been given, the Customer shall be deemed to have accepted the updated version of said General Terms and Conditions of Sale.

In the event the Customer refuses the application of the new version of the General Terms and Conditions of Sale then they may terminate the Agreement within one (1) month following said modifications taking effect.

Any changes made to a Purchase Order shall be jointly decided on and agreed to by the Parties pursuant to those conditions set out herein.

By directly accessing BEYABLE's software or entering the Customer Area (hereinafter the **Customer Area**) the Customer may make changes to the scope of the Agreement. In the event the changes introduced lead to the Customer offering more services then the price as agreed to between the Parties may increase once these changes are confirmed.

ARTICLE 3 – CONTRACTUALLY BINDING DOCUMENTS

The Agreement concluded between the Parties consists of the following contractually binding documents, listed in order of highest priority:

− These General Terms and Conditions of Sale and any future addenda hereto;

− The appendices hereto:

Appendix 1: A description of the Services offered by BEYABLE;
Appendix 2: The agreement concerning personal data protection (data processing agreement, hereinafter **DPA**).

− Purchase Orders and their appendices.

In the event of a contradiction arising between documents with different levels of priority then the clauses set out in the document higher up the list shall prevail.

The clauses included in a Purchase Order may however prevail over the general provisions set out above in the event it is expressly and clearly stated in the Purchase Order that said clauses are prevalent over those relevant clauses in the General Terms and Conditions of Sale.

These documents constitute the whole of the contractually binding agreement. They shall replace any prior proposals or written or oral communications concerning the same subject matter. Only these documents shall govern the contractual relationship between the Parties.

ARTICLE 4 - DESCRIPTION AND PROVISION OF SERVICES

BEYABLE shall make every effort to provide those Services defined within a Purchase Order.

BEYABLE shall be held liable vis-à-vis the Customer concerning the performance of part or all of the Services as listed in Appendix 1, the **Description of Services**.

So BEYABLE can implement said Services to the best of their ability the Customer shall undertake to:

" Co-operate with BEYABLE, providing them with the assistance required to implement the Services; more specifically the Customer shall send BEYABLE all information and instructions required for the execution of the Services. The Customer shall undertake to provide this information in a legible, manageable format;

" Allow BEYABLE - and strictly where applicable - access to part of its IT System for the purposes of the proper provision of Services;

" Possess the correct technical measures - particularly with respect to telecommunications - required for the execution of Services;

" Notify BEYABLE of any difficulties arising over the course of the provision

of Services such that BEYABLE may quickly deal with the matter;

" Notify BEYABLE via registered letter with acknowledgement of receipt of any requests, complaints or legal action directly or indirectly related to its provision of Services;

" Keep track of all sales generated and concluded by the Customer arising under the Agreement and providing BEYABLE with the receipts and full details of said sales upon simple request from the latter;

" Act in good faith in this respect, hereby authorising BEYABLE to audit these accounts and other related documentation.

Services will be deemed to have been successfully provided whenever BEYABLE has fulfilled its contractual obligation by the deadline set by the Customer.

ARTICLE 5 - PURCHASE ORDERS

The Customer shall place orders for Services via a Purchase Order, which shall be signed, dated and stamped with the Parties' company seal.

Each Purchase Order shall set out the terms, conditions and procedures for the Services to be performed by BEYABLE at the Customer's request.

The Parties signing the Purchase Order and these General Terms and Conditions of Sale shall be deemed to be their ordering Services.

Customers should note here that the ordering procedure for Services is exclusively via Purchase Order.

The Customer shall undertake to send BEYABLE the stamped Purchase Order within a maximum of five (5) days prior to the date Services are set to be performed. Customers are hereby notified that said order shall be deemed to have been accepted solely following issuance of a Purchase Order acceptance e-mail sent by BEYABLE.

ARTICLE 6 – ADDITIONAL SERVICES

The Customer may request additional services from BEYABLE and more specifically with respect to aligning BEYABLE Software with its own graphic charter, etc. Such services shall be fully subject to the clauses set out in the Agreement. BEYABLE shall not be liable for the provision of any additional services in the event it has not firstly expressly accepted the provision of the service in question. Financial considerations for these services shall be set out in a quotation to be prepared by BEYABLE in the event they exceed the invoicing framework provided for under the execution of Services set out within the Agreement.

ARTICLE 7 - BEYABLE SOFTWARE INSTALLATION PROCEDURE AND USE

7.1 BEYABLE Software installation procedure

BEYABLE Software is remotely accessible via a connection address (the URL) and Identifying Particulars as provided by BEYABLE.

The Customer hereby states they were fully aware of all information given in the "Installation" section on the app.beyable.com Platform prior to the conclusion hereof, likewise stating they accept this information unreservedly.

It falls to the Customer - at its own cost and under its own liability - to have all technical means required for the provision of Services in place, which more specifically means internet access (hardware, software, networks, etc.) as well as the skills required to access BEYABLE Software and perform all operations enabled, having no right of recourse against BEYABLE in the event damages occur arising from the Customer's poor understanding or handling of the software, including for example data or information being deleted or inaccurate or incomplete data or information being logged.

Following the conclusion of the Agreement the BEYABLE shall promptly set up its Software alongside the Customer. This phase shall be deemed to be completed whenever the Customer's Personal Area is set up within the Software. The Parties hereby agree that following this provision the Customer shall have five (5) working days to communicate in writing any reservations it may have concerning the quality or compliance level of the BEYABLE Software implemented pursuant to the Agreement.

In the event the Customer expresses reservations and for these to be receivable, they should firstly be sent via e-mail to BEYABLE within the period of time set out in this regard, then confirmed via registered letter with acknowledgement of receipt within 48 hours from the initial notification. Secondly and equally as important these reservations must be detailed and duly justified. Proper notification not being sent within the period of time set out above shall mean the BEYABLE Software and Customer Area are compliant with the Agreement and operating properly.

7.2 BEYABLE Software and bespoke Customer Area procedures of use

BEYABLE shall send the Customer's legal representative (or any other contact given in this respect) a user name and password (hereinafter the Personal Access Code) to access their bespoke Customer Area and use the BEYABLE Software. The Customer shall undertake to promptly change the first Personal Access Code sent by BEYABLE to their own password per the procedure set out in the "My Platform Account" section. This new password should contain a minimum of eight (8) alphanumeric characters.

The Customer shall be wholly responsible for the safekeeping of their personal access code, undertaking to not send it to any third parties for any reason whatsoever and otherwise keeping it strictly confidential. The Customer shall undertake to promptly notify BEYABLE via registered letter with acknowledgement of receipt of any risk of misuse or unauthorised use of their Personal Access Code as soon as they have been made aware of this risk.

The Customer shall notify BEYABLE of its selected Users who, at the former's own liability and risk, shall be granted access to the Platform solely for the purposes of using the BEYABLE Software. The Customer shall ensure its Users abide by all obligations it is liable for hereunder and the rules of the art, particularly those concerning security.

More Users may be authorised to use the Software albeit at an increased price to be agreed to. In this case a new Purchase Order should be sent to BEYABLE alongside the expected timescale for the implementation of this action.

The assignment of user names and passwords, due management thereof and User access to Platform features shall be at the Customer's sole liability. BEYABLE may not be held liable in the event the Platform is fraudulently accessed.

The Customer and their Users shall be entitled to request changes or adjustments to BEYABLE Software settings at any point, with this feature being one of the key reasons many people prefer SaaS. In the event BEYABLE advises against this change and the Customer insists on it in writing, the Customer shall then be solely liable for the changes made. The Customer shall likewise ensure Users who make or request BEYABLE to make these changes are duly capable of managing the results and are duly trained. In this case BEYABLE recommends prior monitoring via training sessions.

The Customer's use of their personal access code shall be deemed to be proof of their use of the BEYABLE Software. Likewise the continuous use of BEYABLE Software shall be deemed to be proof of its suitability for the Customer's needs.

BEYABLE shall periodically make back-up copies of the Data stored by the Customer. Nevertheless the Customer shall be under obligation to make a back-up copy of all Data sent to BEYABLE hereunder or otherwise take all measures so Data are backed up and stored off-site from BEYABLE Software servers for the purposes of protecting them from anything which could affect the Software, and in both cases at least once a week.

The Customer may contact BEYABLE Software Support Services during the term of the agreement during BEYABLE's working hours (Monday to Friday from 9:00 to 12:00 and 14:00 to 18:00) via telephone or e-mail using the details given at the bottom of each page of the Website. Support Services provide assistance with using the BEYABLE Software as adapted to the Customer's own needs and limitations. When requesting support the Customer shall undertake to provide an accurate description of the problem occurring.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

8.1 BEYABLE Software licence for use

In return for payment of Services BEYABLE shall provide the Customer with a personal, non-exclusive, non-transferable licence for use of its Software. This licence shall solely be for the use defined within in the Purchase Order and shall be valid for the term of the Agreement. It may be used anywhere in the world.

Within the scope of this licence for use the BEYABLE Software may solely be used by Customer Users and only for the purposes as jointly agreed to by the Parties in the Purchase Order.

8.2 Rights reserved by the Parties

The Agreement shall by no means be deemed to be a transfer in part or in full of ownership of the BEYABLE Software or a copy of said Software. No provisions contained herein shall be deemed to implicitly grant the Customer any other right in any other way other than a licence for use.

All rights which have not been expressly granted to the Customer in the Agreement shall remain the property of BEYABLE.

The Customer shall not engage any of the following (either directly or indirectly) and likewise shall undertake to ensure none of its users engage in said activities either:

(i)   Decompile, disassemble or reverse engineer the BEYABLE Software or otherwise attempt to uncover or recreate the Software source code, the basic concepts behind the Software or the algorithms, file formats or programming or interoperability interfaces the Software uses except within the strict scope granted under Article L.122-6-1 of the French Intellectual Property Code. In the event the Customer wishes to obtain information enabling them to implement the interoperability of the BEYABLE Software with other BEYABLE Software as independently developed or purchased by the Customer for uses which are compliant with the Software then the Customer shall - prior to contacting any third parties - consult with BEYABLE;

(ii)   Translate, adapt, arrange or otherwise modify the BEYABLE software in any way, shape or form;

(iii)   Fix, either on their own or with the assistance of a third party service provider, any bugs in the BEYABLE Software so it is capable of performing the end use. BEYABLE reserves the exclusive right to perform this service pursuant to article L.122-6-1-l of the French Intellectual Property Code;

(iv)   Any use of BEYABLE Software other than the end purpose as agreed to and/or creating a risk for BEYABLE or other Customers, or furthermore any other use which violates applicable regulations.

BEYABLE's expertise, including with respect to BEYABLE Software operations and the Customer Space, shall be deemed to be strictly confidential and reserved solely for use by the Customer, excluding all other third parties.

Data stored by the Customer in BEYABLE Software shall remain the property of the Customer, with BEYABLE undertaking to maintain the strict confidentiality thereof.

ARTICLE 9 - TERM/EFFECTIVE DATE

9.1 Term (General Terms and Conditions of Sale)

These General Terms and Conditions of Sale shall take effect on the date this document is concluded by the Parties and shall remain in effect for however long it takes to provide the Customer with the requested Services and up until BEYABLE has received payment in full for all amounts due.

9.2 Term (Purchase Orders)

Each Purchase Order shall take effect on the date as given therein and for the term as set out therein.

In the event those Services ordered have not been performed by the deadline set out in the Purchase Order the Parties may agree to - by the original deadline, at the very latest - an extension of the Purchase Order

in question for a new given term. In this case the Parties shall formalise this new agreement in a signed and dated addendum.

ARTICLE 10 – FINANCIAL TERMS AND CONDITIONS

The amount for subscription to the Services requested by the Customer shall be given in the Purchase Order.

The method of payment for invoices shall likewise be given in the Purchase Order. Amounts given in Purchase Orders shall be in euros with amounts inclusive and exclusive of tax given.

Except where expressly stated otherwise in the Purchase Order each invoice shall be sent to the Customer at the start of the month based on results from the previous month. The Customer shall undertake to safely store invoices via a durable medium of its choosing. As part of the claims procedure the Customer must provide this invoice on a durable medium; any claims in this respect should be sent to BEYABLE within fourteen (14) days from the date of issue of the invoice. No claims being brought up by the Customer within this term shall be deemed to be the final, unreserved acceptance of the invoice by the latter.

Payment for Services shall be exclusively via cash payment, debiting, automatic transfer or bank transfer.

Any delay in payment which is not justified in writing shall automatically give rise to the following penalties, with no prior notice required in this respect:

- Immediate payment of all outstanding amounts owed, regardless of the payment term originally set;

- Late interest shall be calculated using the European Central Bank quarterly base rates (taking effect 1 January or 1 July plus 10 points) from the first working day payment is late by;

- Immediate payment of any recovery costs incurred;

- The Customer's access to both the BEYABLE Software as well as all other services provided by BEYABLE hereunder being automatically suspended.

Late payment or non-payment with no due reason given shall authorise BEYABLE to immediately terminate provision of all Services with no prior notification required in this respect until amounts in arrears have been paid in full.

Under no circumstances are Customers authorised to make late payments to BEYABLE or otherwise the amount given in the Purchase Order offset and/or discounted.

ARTICLE 11 - SERVICE LEVEL AGREEMENT

BEYABLE shall undertake to ensure 24/7 access to the BEYABLE Software with desired availability at 99.7%, subject to preventative maintenance actions which BEYABLE shall perform during off-peak hours, i.e. whenever BEYABLE Software use is at its lowest, as well as in the event of a force majeure event.

In the event of a BEYABLE Software service blackout occurs which it is exclusively responsible for, BEYABLE shall then compensate the Customer in the event the latter, on the one hand, makes a claim in this respect via registered letter with acknowledgement of receipt within three working days following the incident and, on the other hand, can prove it has suffered real, direct and personal harm.

In this case where the Software is down for less than four hours then BEYABLE shall compensate the Customer via a one-off payment in the amount of the five (5) days following the incident. In the event the Software is down for over four hours than this one-off compensation payment shall be one-fourth of the amount BEYABLE is owed by the Customer for the month the incident took place and where Software is down for over 48 hours the amount of compensation shall be the whole of the amount owed by Customer for the month the incident took place.

BEYABLE may be exempted, in whole or in part, from the liability arising under this article if it is capable of proving non-performance or improper performance of the Agreement was attributable to the Customer or any unforeseen circumstances outside of the former's control caused by a third party or in the event of a force majeure event.

ARTICLE 12 - LIABILITY

BEYABLE shall undertake to perform its obligations arising hereunder pursuant to the rules of the art and due professional diligence. Generally speaking as part of its provision of services vis-à-vis the Customer BEYABLE shall be bound to an obligation of means.

The Customer shall be liable in full for those Data stored in BEYABLE's Software as well as the use of the Software for the former's own internal interests. More specifically BEYABLE may not be held liable in any way, shape or form in the event misuse of Customer data within the Software produces erroneous results (e.g. CRM data).

The Customer hereby guarantees BEYABLE shall not be subject to any claims and/or legal action brought by individuals against it for any obligations it has undertaken herein.

Therefore in the event of misuse by the Customer the latter shall be liable for:

- All damages and interest BEYABLE is sentenced to pay, following the ruling stating compensation is executable;

- Compensation and expenses of any other nature paid by BEYABLE for legal defence, including legal fees;

- Any sanctions which may be imposed by an administrative authority, such as the French National Computer Information and Civil Liberties Commission (CNIL).

The Customer hereby warrants vis-à-vis BEYABLE:

- The waiver of the whole of intellectual property rights provided by BEYABLE hereunder;

- Due protection against any claim, ruling, request for compensation, charges or disbursements made by third parties for elements which are protected under intellectual property laws, regardless of the basis for this.

As such and where peaceful enjoyment of the Software is no longer possible the Customer hereby undertakes to irrevocably compensate BEYABLE on simple request for all financial consequences arising from such an action (more specifically including rulings, settlement compensation, etc.).

BEYABLE's liability may solely be called into question in the event any defects in Service have been proven by the Customer as well as solely for direct, preventable damage as directly arising from this defect. The following are included under indirect damages, so consequently shall not given rise to compensation:

^ Any third party legal action targeting the Customer;
^ Any actual or anticipated loss of profit;
^ Any losses caused by business being interrupted;
^ Any loss of clientele or reputation. The Parties hereby expressly agree that the limitations set to damages as set out above shall remain in effect following the termination of the Agreement.

AS A CONDITION INCLUDED HEREIN WITHOUT WHICH THESE TERMS AND CONDITIONS WOULD NOT HAVE BEEN SIGNED, IN THE EVENT BEYABLE'S LIABILITY IS CALLED INTO QUESTION THE CUSTOMER MAY SOLELY - OUTSIDE OF ALL OTHER LEGAL INSTANCES OF COMPENSATION FOR DAMAGES AND INTEREST OR PAYMENT FOR ANY REASON - CLAIM MAXIMUM 25% OF PAYMENTS EXCLUSIVE OF TAXES OPERATED AS IT HAS MADE FOR SERVICES DURING THE YEAR THE EVENT GIVING RISE TO DAMAGES OCCURRED.

It is hereby understood that the above clause shall apply whenever multiple events occur giving rise to identical damages suffered by the Customer.

These amounts shall be one-off in nature and the Customer may not claim any additional damages or interests over and beyond those arising from the original event.

ARTICLE 13 – TERMINATION

13.1 Due to non-payment

In the event the Customer does not pay its invoices and gives no reason for this in writing then access to the BEYABLE Software shall be suspended. If non-payment has not been remedied by the offending party within fifteen (15) working days from receipt of notification of non-payment and the subsequent suspension of access to BEYABLE Software then the Agreement shall automatically be terminated at the end of said 15 days.

13.2 Due to breach

Each of the Parties may terminate the Agreement with immediate effect in the event either breaches any of the obligations contained therein and the breach is not remedied within fifteen (15) days following written notification thereof via registered letter with

acknowledgement of receipt by the party which is not in breach.

Termination of the Agreement by one party shall in no way affect the rights or legal recourse it has against the other party due to the root cause of the termination or arising from its liability which had previously been called into question prior to termination, likewise not impacting on either BEYABLE or the Customer's pre-existing rights or obligations.

13.3 Consequences arising from the termination of the Agreement

In the event the Agreement is terminated and regardless of the reason why:

- ^ BEYABLE shall terminate access to the BEYABLE Software;

- ^ All payments made by the Customer on the date of termination shall remain the property of BEYABLE;

- ^ The Customer shall pay all outstanding invoices as issued up to the effective date of termination;

- ^ The Customer may expressly request in writing for BEYABLE to return Customer Data stored to a space such as an FTP server or otherwise making this data available for download. The Customer may likewise request this return of data whilst the Agreement is still in effect although no later than eight (8) days following the termination thereof (regardless of the cause). Access to Customer Data in this respect shall be reserved for a term of five (5) working days, after which all Customer Data stored shall be destroyed.

ARTICLE 14 – SUBCONTRACTING

BEYABLE is hereby expressly authorised by the Customer to employ the services of another subcontractor to handle specific data processing services.

In the event a change in subcontractor is agreed to BEYABLE shall undertake to notify the Customer in writing of this fact ahead of the action. This information shall state which data processing activities have been subcontracted, the name and contact details of the subcontractor and the term of the subcontracting agreement. The Customer shall have at least fifteen (15) working days from the date they receive this information to make any objections in writing. The agreement with the subcontractor may only go ahead in the event the Customer does not raise any written objections during this period of time.

In any event BEYABLE shall undertake to:

- ^ Use those subcontractors making acceptable guarantees concerning the implementation of suitable technical and organisational measures such that data processing meets GDPR requirements;

- ^ Ensure all personal data protection obligations set out in the Agreement are likewise respected by subcontractors.

The Customer shall undertake not to enter into discussions with or otherwise directly or indirectly conclude an agreement with Subcontractors for a term of two (2) years following the termination of the Agreement.

ARTICLE 15 – AUDITS

The Customer may, at its own cost, conduct an audit or task an independent third party with auditing personal data protection obligations undertaken by BEYABLE.

The third party auditor shall be bound by professional secrecy. To this end it must sign a legal non disclosure agreement. The Customer shall notify BEYABLE of the auditor's identity (or the name of the auditing company, for independent third party auditors).

The audit shall take place during BEYABLE working hours and without creating an unreasonable additional amount of work for BEYABLE employees. The Customer additionally accepts only one audit may be conducted for each 12-month period.

The Customer shall undertake to notify BEYABLE in writing of any auditing it wishes to conduct,
giving at least one (1) month's notice as well as the end purpose of the auditing team's mission, the names of the auditors involved and the length of time this is expected to take. A copy of the auditing report shall be sent to BEYABLE free of charge. In the event where, after a thorough examination of results, the audit reveals BEYABLE is in breach of its obligations arising under the Personal Data Protection Laws then the latter shall undertake to implement all corrective measures to remedy the situation within a set period of time to be jointly agreed to by the Parties.

ARTICLE 16 - CONFIDENTIALITY

The Parties hereby agree that all information, regardless of its nature, be it technical, industrial, commercial or financial and whether it is given in writing or orally and including but not limited to all information concerning their expertise, procedures, copyrights and all other intellectual property rights (hereinafter the **Information**) or made aware of as part of the drafting, conclusion and execution of the Agreement shall be deemed to be strictly confidential and may only be used for the purposes of the execution of the Agreement.

This obligation of confidentiality however does not cover the following:

  – Information already in the public domain at the time they are communicated or which the other Party already knew when they were communicated;
  – Information lawfully obtained from a third party by the receiving Party and where said third party, when disclosing this information, was not in breach of its own obligation of confidentiality.

The Parties shall undertake to fulfil all obligations arising under this article for the whole of the term of the Agreement as well as for five (5) years following the termination thereof.

Given the above the Parties shall likewise undertake to ensure their employees respect the confidentiality of the Information and do not reveal or otherwise provide it to third parties without having firstly received the other Party's prior written consent, except in the event of a court or administrative order enforcing those rights arising hereunder. However each Party may disclose information concerning the Agreement and the related documentation under the strictest of confidentiality to their advisers, insurance brokers, statutory auditors and the tax and trade authorities in the event of an auditor, as well as their legal representatives and parent company.

ARTICLE 17 - GENERAL PROVISIONS

17.1 FORCE MAJEURE

As part of the execution of the Agreement the Parties shall not be deemed liable in the event a breach of their obligations is committed due to a force majeure event. "Force majeure event" in this sense shall be as defined in the French jurisprudence.

In the event a force majeure event occurs the execution of the Parties' obligations shall be suspended. Following the occurrence of a force majeure event the Party incapable of performing its obligations shall immediately notify the other Party of this fact. The Party who cannot perform its obligations shall nevertheless do its best to mitigate the effects of the event and shall execute the Agreement again once the force majeure event has subsided. The obligations of the Party affected by the force majeure event shall be waived for a term equal to, at the very most, the amount of time they were not able to perform said obligations due to the force majeure.

If the knock-on effects of the force majeure event make BEYABLE's execution of the Agreement impossible for over a month then one or all of the Parties may terminate the Agreement, giving two (2) weeks' notice in this respect.

17.2 OBLIGATION OF CO-OPERATION

The Parties shall work together in good faith to ensure the proper execution of the Agreement.

17.3 INSURANCE

The Parties shall be under obligation to contract insurance policies covering their liability arising hereunder from an insurance company which is known to be solvent. At the request of either of the Parties the other Party shall provide the former with its insurance certificate as proof of this.

17.4 TRANSFER/ASSIGNMENT

This Agreement and its appendices may not be transferred or otherwise assigned by the Customer, either in part or in full, without BEYABLE's prior written consent in this regard.

17.5 ADVERTISING - COMMERCIAL REFERENCES

BEYABLE is hereby authorised to use the Customer's commercial references, such as its brand name(s), logo(s), graphic charter, etc. for advertising and/or marketing its own products and services or developing its own business activities, regardless of the medium or format.

17.6 EMPLOYEE NON-SOLICITATION

The Customer shall undertake not to recruit - either directly or indirectly - full-time or independent BEYABLE employees for the whole of the term of the Agreement as well as for the two (2) years following the termination thereof, except where BEYABLE has given its prior written consent in this respect. Breach of this clause shall entitle BEYABLE to benefit from a payment of twelve
(12) months' gross wages for the individual solicited or recruited as of the date the breach occurred.

17.7 SEVERABILITY

If any of the provisions set out herein are found to be null or void the other provisions shall remain unaffected, continuing to apply as if the null or void provisions had never been included herein.

17.8 CORRESPONDENCE AND NOTIFICATIONS

All notifications as part of the execution of this Agreement should be sent by registered letter with acknowledgement of receipt or via e-mail requesting a response from the recipient.

17.9 PARTIAL NON-VALIDITY

If a clause is deemed to be null and void then it shall be deemed to have never been written and shall not render the rest of the contractual documentation invalid, except in the event the clause in question was a determining factor in either of the Parties originally concluded the Agreement or where it otherwise severely impacts on the balance of the Agreement.

17.10 HEADINGS

In the event of difficulties in interpretation arising from the headings and content of the clauses, the content of the clauses shall prevail.

17.11 NON-WAIVER

Either of the Parties deciding not to exercise its rights arising under a clause contained in the Agreement, however temporary or permanently, shall not be deemed to be a waiver by said Party of its rights in this respect.

17.12 ADDRESS FOR NOTIFICATION PURPOSES

The Parties hereby state their addresses for notification purposes shall be their head offices.
Either of the Parties may change their address by notifying the other Party in this respect.

17.13   <u>LANGUAGE AND APPLICABLE LAW</u>

This Agreement and all appendices hereto were originally drafted in the French language and shall be governed by French law.

17.14   <u>DISPUTES</u>

ANY DISPUTE CONCERNING THIS AGREEMENT, ITS INTERPRETATION OR ITS EXECUTION WHICH CANNOT BE AMICABLY RESOLVED BETWEEN THE PARTIES SHALL BE HEARD BY THE RELEVANT PARIS, FRANCE COURTS, REGARDLESS OF THE NUMBER OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES AND EVEN IN THE EVENT OF URGENT OR PREVENTATIVE MEASURES, BY APPLICATION FOR SUMMARY PROCEEDINGS OR BY PETITION.

ANNEX 1
DESCRIPTION OF SERVICES OFFERED BY BEYABLE

1. **Module 1**

Module 1 - On-site activation - hyper-personalisation and standard personalisation	
BEYABLE Solution licence	● The BEYABLE Solution: Collects data on visitors and traffic flow for the website in question (clickstream and behaviour)
Performance	● Personalisation and on-site CRO scenarios: Unlimited ● Tracking and offering new scenarios ● Scenario creation (design, integration, coding, testing, rolling out) ● Continuous improvement: Tracking, optimisation, reporting
Configuration and launch audit	● Set-up: BEYABLE scripts ● Devices: generally available for desktop/tablet/mobile ● Deliverables: An analysis report and on-site action recommendations ● Modelling: included to show recommendations during the launch audit
Managingservices	● A dedicated BEYABLE team with 1 project lead, 1 data analysis, 1 UX/UI designer and 1 technical manager ● Reviews alongside the customer care team for feedback, monitoring KPIs and defining new campaigns (seasonal, peak time, optimisation, etc.)

2. **Module 2**

^ BEYABLE Solution licence for continuous rating and monitoring of product attractiveness on Customers' Websites.

3. **Module 3**

^ On-site sales promotion management SaaS solution: unlimited access to an SaaS platform enabling the management, modification and publication of the "My Offers" widget on Customers' Websites.

4. **Module 4**

^ First party data enrichment services: BEYABLE's AI technology creates bespoke audiences by analysing customers' website traffic for better third-party tools capable of activating these data off-site (online and/or offline). These tools include customer care solutions (CRM, CRP, marketing automation, e-mail marketing) or advertising solutions (DMP, retargeting).

5. **Training sessions for Users on how to use the BEYABLE Software**

User training sessions are held remotely by BEYABLE once the Software is up and running during BEYABLE working hours at the latter's invitation.

The end objectives of training sessions include helping Users understand what BEYABLE Software can do in terms of analysis and targeting and interacting with the customer in real time, via e-mail or potentially via other channels. All of which is to say the sessions are meant to help Users but are under no circumstances meant to completely replace BEYABLE's role in using its Software.

Training may be complemented by BEYABLE providing Customers with presentations or video animations, all of which shall remain the full property of BEYABLE and may under no circumstances be reproduced or reused outside of Customer and User training.

At the Customer's request BEYABLE may hold face-to-face training sessions, with the terms, conditions and procedures for this being the subject matter of a special written agreement between the parties and using BEYABLE's current rates at the time the order was place, with travel and food and board expenses included on top, where applicable.

ANNEX 2
AGREEMENT CONCERNING PERSONAL DATA PROTECTION (DATA PROCESSING AGREEMENT, DPA)

This document (**DPA**, data processing agreement) constitutes an integral part of the Agreement (hereinafter the **Agreement**) concluded between BEYABLE and the Customer; the subject matter concerns the terms and conditions applicable to those Services provided by BEYABLE.

The end purpose of this DPA as concluded between BEYABLE and the Customer pursuant to article 28 of the GDPR is the definition of the terms and conditions under which BEYABLE, acting in its capacity as Subcontractor for the framework of Services defined in the Agreement, process personal data at the Customer's instructions. Personal data processing by BEYABLE as the data controller does not follow under the scope of this DPA.

For the end purpose of this DPA BEYABLE shall act as the **Data Processor**, with the Customer acting as the **Data Controller**. The terms **Data Processor** and **Data Controller** shall be used herein in the same sense as they have been defined in the GDPR.

1. Scope

BEYABLE is hereby authorised, as a Subcontractor acting on the Customer's instructions, to process Personal Data for the Data Controller inasmuch as is required for the provision of Services. The type of Personal Data and categories of individuals affected shall be set and monitored by the Customer, at its sole discretion. Processing activities shall be carried out by BEYABLE for the whole of the term of the Agreement.

2. Compliance with personal data protection regulations

Each Party shall undertake to, at its own liability, comply with the provisions of the GDPR, the French Law on Computer Information and Civil Freedoms and all other French or European regulations as currently apply or may apply in future with respect to personal data protection (hereinafter jointly referred to as the **Personal Data Protection Laws**).

The Customer shall be deemed to be the data controller as defined in the GDPR with respect to data processed using BEYABLE Software.

BEYABLE shall be deemed to be the data processor in the sense of the GDPR concerning the personal data it processes on behalf of and subject to the authority of the Customer and per the latter's instructions.

3.   Description of personal data processed by BEYABLE on behalf of and subject to the authority of the Customer and per the latter's instructions

   ^   E-mail remarketing: BEYABLE collects visitors' e-mail addresses for the purposes of retargeting them in the event no conversions are made during the session on the Customer's Website;

   ^   Customer CRM enrichment: BEYABLE will make a connection between visitors' identifying particulars and e-mail address, as provided by the Customer.

The description of personal data processed by BEYABLE on behalf of and subject to the authority of the Customer and per the latter's instructions, where applicable, shall be given in the Purchase Order.

4. The Customer's obligations in its capacity as "data controller"

In order to process Personal Data pursuant to the Agreement the Customer must firstly provide BEYABLE in writing (a) all relevant instructions and (b) all information required so the subcontractor can create a processing log. The Customer shall be solely liable for the processing of information and instructions it has provided BEYABLE.

The Customer shall ensure all obligations applicable to data controllers are complied with. More specifically the Customer shall be liable for:

- The fair and lawful collection of Personal Data;

- Ensuring, whenever collecting Personal Data, the information concerning individuals is complete pursuant to the provisions of article 13 of the GDPR and article 32 of the French Law on Computer Information and Civil Freedoms;

- Collecting individuals' prior express consent for their Personal Data to be used for commercial prospecting by the Customer and its partners, where applicable. This consent should be given via a clear, affirming agreement by which the individual in question grants their unequivocal, informed, specific consent for their personal data to be processed;

- Storing and being able to recall proof said consent was given;

- Ensuring the Personal Data collected and used are proportionate, relevant, suitable and not excessive with respect to their end use;

- Ensuring individuals' rights vis-à-vis their Personal Data: the right of access, rectification, deletion and opposition, the right to restrict processing, portability rights, the right not to be subject to an individual automated decision (including profiling);

- Ensuring its employees and partners abide by the Personal Data Protection Laws;

- Documenting all instructions as they believe advisable concerning BEYABLE's processing of Data;

- Carrying out inspections to ensure BEYABLE is fulfilling its obligations. The Customer may, at its own cost, conduct an audit or task an independent third party with auditing those Personal Data Protection obligations undertaken by BEYABLE. In any event this audit shall solely be for Customer data sent to BEYABLE under the Agreement. The Customer shall undertake to notify BEYABLE in writing of any auditing missions to be conducted, given a minimum of at least one month in this respect and including the expected term of the mission and the name(s) of the auditor(s).

BEYABLE may solely be held liable in the event the Customer breaches the obligations set out in this paragraph as well as - generally speaking - all obligations it is liable for as data controller.

The Customer hereby guarantees BEYABLE shall not be subjected to any claims and/or legal action brought by individuals against it for any obligations it has committed itself to hereunder. Likewise any sanctions which may be imposed by an administrative authority, such as the French National Computer Information and Civil Liberties Commission.

5. BEYABLE's obligations in its capacity as Data Processor

Pursuant to the provisions of articles 28 *et seq.* of the GDPR BEYABLE, in its capacity as Data Processor, shall undertake to:

- Not use the Personal Data it is sent for any other uses than those set out in the Agreement;

- Not make any copies of the information and data it is sent without the Customer's prior written consent, except where strictly required for the provision of services or data storage;

- Not disclose these data to anyone other than its employees, agents or approved subcontractors;

- Ensure those individuals processing Personal Data under the Agreement have been duly authorised to do so;

    - Respect the confidentiality and integrity of the Data;

    - Receive proper training concerning Personal Data protection.

- Take all adequate precautions and security measures required, regardless of whether these are material, technical or organisational in nature, such that:

    - Personal Data it has been sent are not distorted, damaged or sent to unauthorised individuals;

    - Misuse or fraudulent use of computer files is prevented, ensuring the proper storage and integrity of the documents and information processed over the term of the Agreement;

    - Preventative measures concerning the loss, destruction or undue modification of Personal Data are implemented.

- Implement - for the Software being provided - data protection principles from the design phase and ensuing maximum data protection is included as the default setting.

- Promptly notify the Customer in writing of any breach of Personal Data protection obligations, i.e. within 72 hours of having been made aware of the breach, where possible. This notification shall contain:

    - A description of the breach of Personal Data protection obligations;

- A description of the consequences likely to occur as a result of the breach of Personal Data protection obligations;

- A description of measures taken by BEYABLE to remedy the breach of the Personal Data protection obligations.

- Process Data within French national territory and not transfer Personal Data outside of the European Union without the Customer's prior written consent;

- Make every effort to help the Customer fulfil its obligation to follow up on those individuals affected exercising their lawful rights. In this respect whenever individuals exercise their lawful rights against BEYABLE then the latter shall undertake to promptly forward these requests on to the Customer;

- Provide the Customer with all information required to show those obligations set out in article 28 of the GDPR have been met and so audits - as well as inspections - can be carried out by the Customer or any other auditor it has appointed to this task as well as contribute to these audits.

Following the termination of the Agreement BEYABLE shall, at the Customer's choice, perform the following:

- Destroy all Personal Data; or

- Return said Personal Data in full to the Customer; or

- Send the Personal Data to the data processor as named by the Customer.

The choice the Customer makes in this respect should be communicated in writing no later than fifteen (15) calendar days following the termination of the Agreement. In the event the Customer issues no instructions in this respect within this period of time then BEYABLE shall destroy said Data.

BEYABLE hereby states it shall keep a written log of all processing activity categories as performed on behalf of the Customer which shall include the following:

- ^ The name and contact details for the data controller for the account they manage and any subcontractors used;

- ^ The processing categories used for the Customer's account.

BEYABLE is hereby expressly authorised by the Customer to employ the services of another data processor to handle specific data processing services.

In the event a change in data processor is agreed to BEYABLE shall undertake to notify the Customer in writing of this fact ahead of the action. This information shall state which data processing activities have been subcontracted, the name and contact details of the data processor and the term of the subcontracting agreement. The Customer shall have at least fifteen (15) working days from the date they receive this information to make any objections in writing. The agreement with the data processor may only go ahead in the event the Customer does not raise any written objections during this period of time.

In any event BEYABLE shall undertake to:

- Use those data processors making acceptable guarantees concerning the implementation of suitable technical and organisational measures such that data processing meets GDPR requirements;

–   Ensure all personal data protection obligations set out in the Agreement are likewise respected by data processors.

6. USE OF COOKIES AND OTHER TRACKING TECHNOLOGY

6.1 BEYABLE's transmission of cookies on the Customer's Website

The Software the Customer has been provided is able tox analyze Website traffic and behavior of Users accessing the website.

This analysis can then be used to implement targeted and bespoke actions for these users for the purpose of converting more prospective customers into actual customers.

BEYABLE uses first party cookies - cookies associated with a website's domain name which contain the marker used to recognise the website - to collect and analyse information concerning users' behavior.

These cookies are capable of issuing identifying particulars which are unique to each user when browsing the website.

The appendix below ("Rules governing the use of cookies on the Customer's website") lists all of the types of cookies used by BEYABLE to fulfil Customers' orders.

Tracking and identification cookies enable individual website visitors to be identified and their browsing behaviour on the website to be tracked, which is useful with respect to the following:

-   Bespoke advertising targeting the visitor (e.g. on-site retargeting);

-   Encouraging the visitor to purchase products or services offered on the website (e.g. personalised recommendations).

6.2 Current applicable regulations concerning the use of cookies as of the date the Agreement was concluded.

Article 32-II of the French Law on Computer Information and Civil Freedom states that trackers (cookies or other types) requiring visitors' consent cannot be placed or read from the visitor's terminal unless they have given their free, unequivocal, informed, specific consent in this respect.

The following cookies shall be deemed to be cookies requiring visitors' prior notification and consent[1] :

●   Cookies tied to operations related to targeted advertising

●   Some audience measurement cookies[2]

●   Social network cookies, particularly those generated by placement of their "share" buttons Whenever they collect personal data without individuals' consent

As cookies transmitted by BEYABLE on customers' websites are deemed to be cookies tied to operations related to targeted advertising in the sense of article 1 of the CNIL Ruling

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[1] CNIL Ruling no. 2013-378 of 5 December 2013

[2] Audience measurement tools are used for the purposes of obtaining information on the browsing activities of visitors to a website. Amongst other things they allow for analysts to understand exactly how users arrive on their website and recreate their clickstream. These tools use technologies capable of tracking users whilst they are on the website and associate a campaign to a unique identifier.

of December 2013 it shall be under obligation to collect visitors' consent prior to placing cookies on their device.

6.3 The Parties' obligations concerning compliance with Regulations governing the use of cookies

The Parties hereby expressly agree they shall comply with all recommendations published by the CNIL on online advertising and the use of cookies or other tracking technology dated on 23 May 2017[3].

As such the cookies placed on the Customer's Website shall exclusively be used for the end purposes set out by the Customer, with the latter deemed to be the data controller as defined by the GDPR and the French Law on Computer Information and Civil Freedoms, with BEYABLE deemed to be a data processor in the sense of the GDPR. BEYABLE may not process personal data collected from using cookies it has transmitted on its own behalf.

Owing to the direct relationship in place with the individuals affected (visitors to the Customer's website) solely the Customer shall be bound to provide said individuals with detailed information concerning how cookies and other tracking technology will be used and, where applicable, collect consent from these individuals.

Whenever providing individuals with this information the Customer shall undertake to comply with the latest directives and recommendations issued by the CNIL and the Article 29 Data Protection Working Party (G29).

6.4 The Customer's obligations

Inasmuch as the Customer, in its capacity as a website publisher, is the sole point of contact between website visitors and the placement of third party cookies occurs as part of visiting the website, it shall be liable for the following:

- Notifying visitors of the types of cookies which will be placed on their device whenever they visit the website and more specifically as part of their Privacy Policy;

- Obtaining visitors' unequivocal, informed, specific consent prior to placing cookies on their device (e.g. by including a banner on their website);

- Complying with visitors' requests to exercise their rights, such as their right to revoke their consent to having cookies placed on their device;

- Ensuring cookies are deleted once their term of storage has matured;

- Providing website visitors with a "Cookie management policy" stating what rules and regulations apply concerning the cookies placed on their device whenever they visit the website.

The Customer shall undertake to ensure - for the whole of the term of the Agreement - that the website, via the implementation of a Privacy Policy or any other means, adequately explains how the Customer collects, uses, stores and discloses data collected from visitors including, where applicable, the fact third parties may directly obtain information from users and may place in or acknowledge cookies from users' browsers. The Customer shall obtain the consent required from its users for all data it collects,

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3 https://www.cnil.fr/fr/publicite-en-ligne-la-cnil-precise-les-regles-respecter-lissue-de-ses-controles

uses, stores and sends to BEYABLE or for which it grants BEYABLE permission to collect, use, store and forward on under applicable laws and regulations.

In order for the Customer to place cookies on visitors' devices and comply with the current regulations in effect at the time the Agreement is concluded BEYABLE has sent the Customer the "BEYABLE's transmission of cookies on the Customer's Website" appendix, which contains its recommendations and tools in this respect.

The Customer shall be under obligation to scrupulously follow these recommendations and implement the tools put forward by BEYABLE within this appendix.

Only the Customer shall be held liable in the event cookies are placed on a visitor's terminal and they have not received their prior consent in this regard or notified visitors of their rights.

6.5 BEYABLE's obligations as the transmitter of the cookies

BEYABLE, in its capacity as the transmitter of the cookies on the Customer's Website, shall be liable for the following:

− Notifying Customers of the types of cookies its uses on their website;

− Advising the Customer on actions to implement such that individuals' rights are not infringed on concerning BEYABLE's placing of cookies on their device;

− Dealing with any claims from visitors concerning the placement of cookies issued by BEYABLE on their device.

To fulfil its obligations BEYABLE has, in the "Current applicable regulations concerning the use of cookies as of the date the Agreement was concluded" appendix, listed all those recommendations and tools the Customer should implement to comply with applicable regulations concerning the use of cookies on the date the Agreement was concluded.

BEYABLE may not be held liable in the event the Customer does not comply with the recommendations and tools listed in said appendix.

7. Liability

BEYABLE may solely be held liable for damages arising from data processing where (i) it has not complied with the obligations set out in the GDPR specifically affecting data processors or (ii) where it has ignored or acted contrary to the Customer's lawful instructions.

BEYABLE may not be liable in the event the Customer is in breach of any of its obligations arising from its capacity as the data controller, as defined in the GDPR.

The Customer hereby guarantees BEYABLE shall not be subjected to any claims and/or legal action brought by individuals against it for any obligations it has committed itself to hereunder. Likewise any sanctions which may be imposed by an administrative authority, such as the French National Computer Information and Civil Liberties Commission.

The Customer shall therefore be liable for:

- All damages and interest BEYABLE is sentenced to pay, following the ruling stating compensation is executable;

- Compensation and expenses of any other nature paid by BEYABLE for legal defence, including legal fees;

- Any penalties imposed by an administrative authority.

APPENDIX
RULES GOVERNING THE USE OF COOKIES ON THE CUSTOMER'S WEBSITE

A. Cookie categories used by BEYABLE on the Customer's website

NAME	FUNCTION
BEYABLE-TRACKINGID	An identification cookie capable of issuing identifying particulars which are unique to each user when browsing the website
SESSION COOKIE 1	A tracking cookie capable of tracking visitors' clickstreams for the session (contains a session identifier)
SESSION COOKIE 2	A tracking cookie capable of monitoring the campaigns viewed during the sessions
TRACKING COOKIE	A tracking cookie which keeps tracks of various browsing parameters for a session (total number of pages visited, total amount of time spent on the website, etc.).
GEOLOCALISATION COOKIE	A tracking cookie capable of recognising precisely visitors geographic location (longitude and latitude)
BEYABLE-INBOX	A cookie capable of indicating whether a given visitor has already seen the "My offers" widget
BEYABLE-CART	An identification cookie capable of showing the amount in a visitor's cart, exclusive of tax
BEYABLE-RGR	An identification cookie capable of checking whether a visitor has logged in
BEYABLE-CLI	An identification cookie capable of checking whether a visitor has already made purchases from the website

B. Recommendations and tools enabling the Customer to validly obtain visitors' consent concerning the placement of cookies on their device

Stage 1: The Customer's website should contain an informational banner providing visitors with the following information:

- " Cookies will be placed on their device
- " The end use of said cookies
- " The ability to opt out of cookies and change settings by clicking on a link in the banner
- " The fact that carrying on browsing the website will be deemed to be acceptance of having cookies placed on their device
- ⇒ The banner should not disappear if the visitor does not carry on browsing
- ⇒ Except in the event the visitor has given their prior consent cookies may not be placed on their device:

> If the visitor accesses the website but does not browse any further

> If the visitor clicks on the link in the banner where they can change the cookies settings and, where applicable, refuses to accept the placement of cookies

An example of wording to be used in the Banner on the Customer's Website:

By carrying on browsing this website, you accept internal and third-party cookies will be placed on your device for the purpose of providing you with offers which best meet your needs and interest, enabling social media "share" buttons, integrating content from social media platforms and generating visitor-related statistics. Your consent is valid for a term of 13 months and may be revoked at any point in time: Add **OK** and **Personalise*** buttons.

Stage 2: *Visitors should be notified of the solutions at their disposal to accept or refuse, in part or in full, those cookies requiring their consent as broken down by end use (advertising, location, social media buttons, audience measurement, etc.):

> Provide visitors with information on cookie management solutions such as BayCloud, TarteAuCitron, FiftyFive, Evidon;

> Notify visitors, via its "Cookie management policy", of their ability to change their browser settings in this respect.

Stage 3: Visitors should be able to revoke their consent at any point in time.

Stage 4: Visitors should be given the names and contact details of the Customer's website publishing partners (e.g. BEYABLE) for the purposes of exercising their rights (access, opposition, deletion, etc.):

Display an updated list of partners on the Website (e.g. in the "Cookie management policy" section). This list should be broken down by partner, what data are collected and the end purpose of processing such that visitors may exercise their rights;

Display icons on advertising banners such that users are made aware of website partners' identities so they may be contacted should visitors decided to exercise their rights.

Stage 5: Provide website visitors with a "Cookie management policy" stating what rules and regulations apply concerning the cookies placed on their device whenever they visit the website.

C. Information to be included in the Customer "Cookie management policy"

i) **List** the types of cookies transmitted by BEYABLE and their end uses (operational cookies, advertising cookies, social media sharing cookies, etc.) and how long they are stored for;

ii) **Give** BEYABLE's contact details (address for post, e-mail) so individuals may exercise their rights;

iii) **Provide details on** the opt-out procedure implemented by BEYABLE by clicking on the following link: http://beyable.com/optout ;

iv) **Summarise** the main points of the agreement concluded between BEYABLE and the Customer concerning the placement of cookies:

"A service contract has been concluded between (website publisher's name) and BEYABLE concerning the use of cookies on this website.

Included within this contract are clauses reminding the Parties of their requirements to comply with current applicable regulations concerning cookies and respecting the rights of internet users (particularly the right to information and obtaining visitors' free, unequivocal, informed, specific consent).

The Parties have set out their own respective obligations and responsibilities concerning the placement of cookies on visitors' devices within the contract.

More specifically BEYABLE, as the transmitter of the cookies, is under obligation to do the following:
- " *Notify Customers of the types of cookies BEYABLE uses on its website;*
- " *Advise (name of the individual publishing the website) on actions to implement such that individuals' rights are not infringed on concerning BEYABLE's placing of cookies on their device;*
- " *Deal with any claims from visitors concerning the placement of cookies issued by BEYABLE on their device.*

Lastly (name of the website publisher), as the publisher of the website, is solely responsible for:

- *Notifying visitors of the types of cookies which will be placed on their device whenever they visit the website;*

- *Obtaining visitors' unequivocal, informed, specific consent prior to placing cookies on their device (e.g. by including a banner on their website);*

- *Complying with visitors' requests to exercise their rights, such as their right to revoke their consent to having cookies placed on their device;*

- *Ensuring cookies are delete once their term of storage has matured;*

- *Providing website visitors with a "Cookie management policy" stating what rules and regulations apply concerning the cookies placed on their device whenever they visit the website."*

v)   **Tell** visitors what means are at their disposal to change cookie-related setting in Chrome, Safari, Firefox and Internet Explorer.