

## TERMS OF SERVICES TEST01CODER PROVIDED BY PEOPLE CENTRIC

People Centric is a company specialized in the virtualization of the IT market which relies on network resources, technical platforms granting access to servers and virtual workstations, network access services, application services available on these resources, and which provides, in this sense, maintenance related to some of these services, as well as potential connected services.

The Client wants to be able to use the People Centric products and services described in the Special Purchase Order Conditions and the Description of Services, and also to benefit, on a non-exclusive basis, from all or part of the Services and from the use of the Test01Coder under the conditions set forth in this Contract.

### 1. Definitions

**Anomaly** shall mean a malfunction of the Test01Coder or Service, reproducible and not attributable to a misuse or to an access or configuration modification of the Test01Coder or to a Service modification by the Client or by any other authorized or unauthorized persons.

**Blocking Anomaly** shall mean an Anomaly which totally blocks the Service operations with no acceptable workaround.

**Major Anomaly** shall mean an Anomaly which totally blocks the use of a major Service function with no acceptable workaround.

**Minor Anomaly** shall mean all other types of Anomalies.

**Server Center** shall mean the set of computers, software and associated equipment belonging to People Centric or that People Centric is authorized to use for its own needs or for the needs of third parties, and which are connected to telecommunication networks linked to the Internet. People Centric will be able to create one or more Server Centers provided that they are located in Metropolitan France.

**Client** shall mean the company entering into this Contract for its own internal needs or for the use of the Test01Coder by its Authorized Users.

**Special Purchase Order Conditions or Order** shall mean the order placed by the Client on the People Centric website by means of the Administrative Account, which is part of the Services Contract, indicating in particular the Services ordered and the options of the Services ordered by the Client. Each Order has an order number.

**Commissioning Confirmation** shall mean the e-mail sent by People Centric to the Client, which confirms the availability of the Services Ordered, and which indicates the starting date of the Service provision according to the Services Contract.

**Contract** shall mean the Contract governed by the provisions of these General Conditions, signed between the Parties after the Client has placed the initial Order and which allows the Client to place additional Orders, if necessary, to access the Test01Coder and the related Services provided by People Centric, as indicated in Article 2.

**Services Commitment Contract** shall mean the quantification target of People Centric's services commitment level according to the Services Ordered and the options chosen by the Client, which, in case of non-compliance, are subject to penalties, where appropriate, incurred by People Centric. .

**Administrative Account** shall mean the account created by a representative of the Client when subscribing to this Contract on the People Centric website, and who is empowered to sign this Contract and to place Orders on the Test01Coder. The user of this Administrative Account shall have the ability to create, on the Test01Coder, other Administrative Accounts attached to this Contract, as well as User Accounts in accordance with the Services Contracts signed, to create groups of Authorized Users, to determine the exhibition of Virtual Machines on private or public networks, etc. Working Hours of People Centric shall mean the schedules mentioned in the Special Purchase Order Conditions.

**Contract Number** shall mean the number repeated in the Special Purchase Order Conditions corresponding to this Contract signed between the Parties.

**Test01Coder** shall mean the material, network and software infrastructure, implemented and operated by People Centric or its sub-contractors for Service provision.

**People Centric** shall mean the People Centric trademark.

**Services** shall mean the services purchased by the Client by means of the Test01Coder where People Centric is the provider, as mentioned in the Special Purchase Order Conditions.

**Support Services** shall mean the Services exposed in more detail in Article 7 and the Annex to the Description of Services.

**People Centric Site** shall mean the website available at <http://www.test01coder.com> or any other address that can be subsequently communicated by People Centric and based on which the Client proceeds, when subscribing to this Contract, to ordering the desired Services, and through which he has access to the Administrative Accounts and the User Accounts previously created.

**Authorized Users** shall mean the user members of the Client' personnel, who are part of the Client's staff or placed under the Client's control and responsibility according to a list updated by the Client, and who are likely to use the Test01Coder or Services subject to this Contract.

**People Centric** shall mean hereby PEOPLE CENTRIC SA, Romanian Joint Stock Company with a subscribed and paid-in share capital of 5.183.019,00 lei, with the headquarters in Romania, Bucharest, 13-17 Sevastopol street, app. 309, having branch office

in France, registered with the Orléans Trade and Companies Register Office under number B 800 350 522, 1 rue des Hauts - 45380 LA CHAPELLE-SAINT-MESMIN FRANCE - Intracommunity VAT No.: FR5 800350522.

## 2. Object

2.1 The provision of Services by People Centric during the performance of this Contract shall not be exclusive, People Centric reserving the right to provide identical, similar or different Services to third parties by means of the Test01Coder.

2.2 The Contract shall also include provision of the following Services:

(a) the Service purchased by the Client, provided as mentioned in Article 5,

(b) the Support Services, as indicated in Article 7 consisting in the administrative support and the corrective support to the Test01Coder and Service.

2.3 In the context of implementing access to the Test01Coder and Services purchased, People Centric automatically configures the Test01Coder according to the Client's options in order to provide the Service to the Client. This provision represents a Service. The configuration shall be possible only after:

the Client has provided People Centric with all the information, especially the operational and technical information, as well as his range of options necessary for delivering the Order, and after the Client has subsequently validated the Order, People Centric has received the validation and has accepted the Order.

2.4 People Centric shall notify the completion of the configuration by sending the Client a Commissioning Confirmation. The Parties shall explicitly agree that the Commissioning is independent of the Client's working conditions or infrastructure completion, which the Client is entirely responsible for, and that objections other than those relating to the availability of the Test01Coder will not be taken into account. The Client shall be responsible for the installation of individual access points on the Test01Coder and Service items, enabling access to these ones for the Authorized Users.

2.5 In case of inconsistencies between the provisions of different documents the Special Purchase Order Conditions shall prevail over the General Conditions.

## 3. Contract

3.1 This Contract shall be a Contract that allows the Client to access, against a subscription, the Test01Coder and all the related Services offered by People Centric by adhering to the Special Purchase Order Conditions.

3.2 After signing the Contract, the Client shall be able to submit additional Orders to People Centric to access the Test01Coder and the corresponding Services offered by People Centric, subject to the express acceptance of the Order by People Centric. These additional Orders should be placed through the Client's Administrative Account, created for this Contract.

3.3 If the Special Purchase Order Conditions are not accompanied by a new version of the General Conditions, the latest General Conditions accepted by the Client shall apply to all new Orders.

3.4 If the Special Purchase Order Conditions are accompanied by a new version of the General Conditions accepted by the Parties for this particular Contract, the new version of the General Conditions shall be deemed to apply to all new Orders purchased lately, and to all Orders previously placed under the same Contract Number.

3.5 People Centric will be able to notify the Client about the existent tools or the alternative or supplementary Services to those used on the Test01Coder after they are or have become available in the Service offer of People Centric, the Client further deciding whether or not to subscribe.

## 4. Duration

4.1 This Contract shall be of indefinite duration and may be terminated at any time by either Party: the Client, by closing all the Administrative Accounts attached to this Contract, People Centric, by registered letter with acknowledgment of receipt sent to the Client subject to a notice period of at least 1 (one) month.

## 5. Services

5.1 During the provision of Services, People Centric shall make available to its Client networks and software in order to render accessible, by the Authorized Users of the Client's Infrastructure, the features of the Test01Coder for all the Authorized Users directly or indirectly connected to the Server Center.

5.2 People Centric shall guarantee that the Server(s) Center(s) implemented for the operation of the Test01Coder concerned by the Service Ordered is(are) located in Metropolitan France. The Client shall be able to demand People Centric at any time to confirm the location of its Server Centers. The Client shall undertake to keep this information strictly confidential subject to the security consequences implied by an eventual disclosure.

5.3 People Centric shall undertake to submit the Commissioning Confirmation to the Client within the period mentioned in the Special Conditions. This period shall be calculated from the date of receipt by People Centric of a Service Order complying with this Contract, formalized by an Order validated by the Client, which includes all the elements enabling People Centric to execute it.

5.4 The Client shall ensure that the Client's Infrastructure or any other resource, software, network or material meant to be connected to or to make use of the Test01Coder or Services is stable and that it is not liable to disrupt the operation of: the Service, the Test01Coder, the Server Center, or any other resource belonging to People Centric. The Client shall also be responsible for the security of the Client's Infrastructure. Thus, the Client shall ensure that the items he has integrated in the Client's Infrastructure or that he has used in relation to the Services or the Test01Coder are free of all known viruses or malicious

software.

5.5 The Client shall declare that he has a good knowledge of the Internet, its features and limits, and shall recognize in particular that:

data transmissions over the Internet are not fully reliable from a technical standpoint, as the information is exchanged via heterogeneous networks with different technical features and capacities that are often saturated or unavailable at certain times of the day, since Services allow digital content storage, the Authorized Users may be located everywhere; such content can also be disseminated, reproduced, represented, and, more generally, spread without any geographical limitations, the Client is liable for taking all appropriate measures to protect his own data and/or software stored on his equipment against viruses, logic bombs, Trojan horses, etc., or any other harmful or destructive program such as third party intrusion attempts into the information system of his company by means of the Client's Infrastructure or Services, the Client is liable for monitoring the secure functioning of the Client's Infrastructure, by avoiding in particular the intrusion of unauthorized third parties and jeopardizing the security reasonable measures adopted by People Centric for the Server Center, the Test01Coder or the Services. due to their being made available to the Authorized Users, the Server Center, the Test01Coder and the Services provided to the Client by People Centric can make, despite the reasonable security measures adopted by People Centric, the object of the intrusion by unauthorized third parties, the data transported or stored being thus liable to corruption.

5.6 The content circulated or stored through the Services is established by the Client, being exclusively his responsibility. It must be recalled that the availability of the Test01Coder and Services provided to the Client by People Centric has a strictly technical nature. The Client shall ensure that all contents comply with the existent practice and legislation in force. As such, the Client shall monitor the Client's Infrastructure, the use of this one by the Authorized Users, as well as of the Server Center, Test01Coder and Services provided in order to prevent and remedy in particular any offense against morality and public order or any illegal content.

5.7 The Client shall be the sole responsible for the direct or indirect, material or immaterial damages and injuries caused by himself or his agents to People Centric and/or to any Authorized User and/or to third parties, and undertakes to compensate People Centric for any claim, complaint and/or damages that People Centric might be threatened by or make the object of and/or which might be pronounced against the latter, including reasonable attorney's fees that People Centric might be obliged to incur in case they have as a cause, basis or origin any content transmitted or hosted by People Centric, the Client's Infrastructure concerned or the use of the Services by the Client.

5.8 More specifically:

the Client shall undertake not to store any content, information or software on a Service in absence of all the authorizations and licenses necessary for this storage and usage,

the Client shall undertake not to use the resources provided by People Centric within chain letters, junk e-mail, excessive multiple postage and any other mass-mails

5.9 The characteristics of the Test01Coder and Services might be subject to evolutions, according to the offer development of People Centric. Occasionally, People Centric will be able to change codes, IP addresses, phone numbers, interrupt the Service due to operational or maintenance reasons or in emergency cases. If applicable, these changes could give rise to a scheduled maintenance of People Centric on its Test01Coder, an information that People Centric will communicate to the Client. The above changes can consist, in particular, in the modification of People Centric software, products and providers which will be integrated in their right within the limits of the Special Purchase Order Conditions after People Centric has implemented them in the place of the previous characteristics of the Test01Coder and Services. As an exception to the foregoing, to the extent that the change made involves a total alteration of the People Centric's main object of Service provision, the Client will be able to terminate the Contract by sending People Centric a registered letter with acknowledgment of receipt during the month he has been notified by the latter with respect to this change, neither of the Parties being imposed any penalties.

## **6. Collaboration between the Parties**

6.1 For People Centric to complete this work, the Client will have to collaborate and make sure in particular that:

he has made available to the People Centric technicians all the elements necessary for a good understanding of the problem, he has introduced the technicians to all the employees of the company concerned by the problem under assessment and that he has designated among them a person in charge of the entire operation, invested with a decision-making mandate as regards the solutions proposed by People Centric,

he has implemented all the means (such as forming a specialized research group, organizing periodical meetings for the persons in charge, publishing memos, etc.) meant to:

ensuring the link between the ongoing study and the company as a whole,

investing with incontestable authority the solutions implemented.

he does not delay the work of People Centric and that he provides all the information, agreements and confirmations, the access necessary to implement the Services,

he signals to People Centric all the Anomalies affecting the Test01Coder or Service.

6.2 In case of problems arising from non-compliance by the Client with his obligations, set out in Article 6.1 above, or in case of modification of the input data definitions (the responsible designated by the Client, the nature of the problem, the configurations, the gearing of the solution to be implemented, etc.), the execution deadlines and the costs established in the Special Purchase Order Conditions can be consequently revised.

6.3 People Centric will be able to inform the Client that the subscription to a Service and the effective provision will make the object of a technical condition depending on the verification of one or more technical reserves. In case of problems arising in relation to the installation, configuration or implementation operations prior to commissioning, the Parties shall undertake, after verifying these technical reserves, to collaborate in good faith in order to redefine, if necessary, the object of this Contract. If the Parties fail to reach an agreement or in the absence of a possible technical solution, this Contract will be terminated as of right, without further formalities, subject to regulation, by the Client of the services executed by People Centric on the date of contract termination.

## 7. Support Services

### 7.1 General Principles

7.1.1 The Support Services shall not constitute a substitute to the training that the Client has the obligation to provide to his Authorized Users. Also, the Client must make the object, together with the Authorized Users, of training on the tools and technologies implemented through the Service provided.

7.1.2 In what concerns, in particular, the authorized staff designated by the Client to use the Administrative Support or the Corrective Support, as indicated below, the persons concerned must possess a good knowledge of informatics and networking, as well as of the Client's information system and Infrastructure. The Client's authorized staff must also be properly trained to use the Test01Coder and Services.

7.1.3 The number of persons who can be designated, and, in case of replacement, the methods used for designating the replacing persons, are specified in the Annex to the Description of Services.

### 7.2 Administrative Support

7.2.1 The Client shall designate the person(s), whose identity is mentioned in the Special Purchase Order Conditions, or any other person(s) subsequently designated to replace them, to benefit from the Administrative Support Service. The person authorized to use this service will be able to use the telephone number and the strictly confidential number indicated in the Special Purchase Order Conditions, as well to an email address that can be used with this number in order to address questions to People Centric related to the use of the advanced administrative features of the Test01Coder during the Working Hours of People Centric.

7.2.2 The Administrative Support Service shall concern the use of the advanced administrative features of the Test01Coder, except other elements, in particular: the support related to the operating system of the Virtual Machines, of all the software present on these Virtual Machines or installed by the Client to the extent that he is authorized to do so.

### 7.3 Corrective Support

7.3.1 The Corrective Support services shall allow the Client to inform People Centric about the existing Anomalies.

7.3.2 The Client shall be able to use the telephone number and the strictly confidential number indicated in the Special Purchase Order Conditions, as well as an email address that can be used with this number, and the Test01Coder through which the persons authorized to access the Corrective Support can display the Anomalies identified. A ticket number will be assigned to the Corrective Support order. In case the Anomaly reported is real and requires the intervention of People Centric, the latter will take action. The Client will perform all procedures and tests according to the People Centric guidelines, reporting the results to the People Centric technicians.

7.3.3 People Centric shall undertake to investigate and correct the Anomaly reported according to its severity and urgency level, within the time-limits set out in the Services Commitment Contract. After of the Anomaly addressment, People Centric shall undertake to continuously work on the set of elements in order to diagnose the problem signaled as being an Anomaly and to confirm its conditions of reproducibility. People Centric shall undertake to implement corrective measures on the Test01Coder or Service, or when necessary, to send the Client all the demands to implement the testing procedures or the files meant to provide a correction or a solution to the Anomaly within the time-limit indicated in the Special Purchase Order Conditions after diagnosing the Anomaly and its reproducibility. During the implementation of the Corrective Support, the Client shall undertake to respect the conditions set out by People Centric. To the extent to which the Anomaly reported is a Minor Anomaly, where appropriate, People Centric will be able to schedule the correction of the Anomaly after a new update of the Test01Coder. If the People Centric technicians estimate that the dysfunction signaled by the Client is not an Anomaly attributable to People Centric, they will suggest the Client to resort to a local provider, who will further make, on the Client's behalf, an on-site evaluation. In addition, People Centric thus reserves the right to re-invoice the Client for the overhead costs borne by People Centric on the basis of this undue solicitation.

7.3.4 All of the Client's orders related to a demand of Corrective Support must bear the ticket number assigned by People Centric, as indicated in Article 7.3.2. It will otherwise be inadmissible.

## 8. Limits

8.1 This Contract shall not cover the provision of additional services related to Services configuration, which is automatized based on the standard choices and options among those suggested by People Centric, and which are likely to be ordered by the Client, or to the provision of access to the Test01Coder or to Service provision, such as the provision of development services. These services are not covered by the object of this Contract and by the Special Conditions entered into force. Subject to the approval of People Centric, these Services need to make the object of a separate contract and technical feasibility, making possible an additional invoicing according to the People Centric tariffs and conditions in force.

8.2 The right to use the Test01Coder and Services concerned shall be granted to the Client for the Service indicated in the Special Purchase Order Conditions.

8.3 As a technical provider, People Centric does not ensure the update of the information that is likely to be integrated within the functioning of the Test01Coder, stored or transferred through the Service, or the control of this information. The Client shall be responsible for modifying this information if he has been granted the necessary authorizations or for obtaining a consulting service from the competent providers authorized by the Client.

8.4 This Contract implies no use of third party application maintenance regarding all operating systems or software that the Client is provided with, and can install or use in any way in relation to the Service.

8.5 This Contract and the Services likely to be ordered shall not cover data or file restoration services. This additional service is chargeable. In case the Parties agree upon the restoration methods, it will be performed by means of the tools indicated on the Test01Coder.

8.6 None of the provisions under this Contract shall be interpreted as transferring to the Client any intellectual property rights whatsoever in relation to the Test01Coder or the Service likely to be ordered.

## 9. Client's Obligations

9.1 The Client shall undertake to provide People Centric with precise information, especially identification data, as well as the data used when creating the Administrative Account(a) or the accounts of Authorized Users, and to update this information.

9.2 The Client will assign strictly personal Ids and access codes to each administrator and standard user, and shall undertake to keep them confidential. The Client shall be responsible for the security level of the access code created. The Client shall ensure that all users comply with the provisions of this Contract governing the use of the Test01Coder or Service.

9.3 The Client also undertakes that under no circumstance shall he disclose the information likely to be communicated to him on the security measures and devices or the architecture of the Services, Test01Coder or Server Center, which is strictly confidential due to the security consequences that may arise from the disclosure of this information.

9.4 The Client shall be the sole responsible for using the Test01Coder and Service in compliance with its usage and with all possibly provided documentation. The Client shall be responsible for his own equipment, all software provided by People Centric during the performance of this Contract, and for the access codes provided to him, ensuring that no other person has access to the Test01Coder or Service. In case it is brought to his knowledge that another person has access to the above, the Client shall immediately report and confirm the fraud by registered letter.

9.5 Subject to availability, the Test01Coder integrates a social network enabling communication between different actors on the Test01Coder, accessible after the Client has subscribed to a Service. This tool is used through a free-of-charge, precarious and revocable Service provided by People Centric without any financial compensation for the Client. The Client shall ensure that all communication taking place by means of this tool complies, in a professional manner, with the law and the rights of third parties. People Centric will be able to implement and notify the Client on all user charters for the social network, which would have services Contract value after the Client decides to use them.

9.6 The Client shall be forbidden to modify or alter in any way whatsoever the software, the firewalls, the anti-viruses, their databases, all security systems, all or part of the above mentioned elements or functioning, their connections or the connection elements, the parameters, the update processes, etc., to exploit all types of loopholes, all interventions on all or part of the elements of the Test01Coder being reserved to People Centric, on condition to act in accordance with the provisions mentioned by People Centric in section 7.3.2. Any modification or alteration shall exonerate People Centric from any liability.

9.7 The Client shall be forbidden to purposefully alter or overload the functioning of the Test01Coder and Services.

9.8 The Client shall ensure the editorial responsibility for the use of the Test01Coder and Services. In his capacity of responsible for the treatments applied through the use of the Test01Coder and Services, the Client shall also be liable for monitoring all prior declaration and authorization formalities, especially those granted by the competent authority in the data protection field. The Client shall be responsible for the consequences of any dispute concerning the Test01Coder or Service, in particular for any factual and legal consequence affecting the content transferred or stored on or through the Test01Coder or Service and for any factual or legal damages brought against a third party during the operation of the Test01Coder or Services and shall compensate People Centric on first demand for any damages, its accessories or any amounts that People Centric might be liable to pay upon enforceable decision or upon the performance of a transaction.

9.9 If People Centric is informed that all or part of its Services, the Test01Coder or the content transferred or stored by means of the last ones is used for illicit purposes or that it breaches third party rights, People Centric reserves the right to delete the above mentioned content, to block the access to this content or to all or part of the Services, the Test01Coder or their content.

## 10. Financial Provisions

10.1 Unless otherwise expressly provided in the Special Purchase Order Conditions, all prices indicated shall be reviewed annually, in full accordance with the law and without further formalities, on the conclusion date of the Special Purchase Order Conditions, depending on the variation of the index published by the SYNTEC (French Professional Association of Engineering and Consulting Firms). The value of the benchmark index is the last index published on the conclusion date of the Special Purchase Order Conditions.

10.2 The payment of the amounts due for providing access to the Test01Coder and Services shall be made through an automatic payment option directly into the bank account indicated by the Client on the conclusion date of the Special Purchase Order Conditions.

10.3 The price of the access to the Test01Coder and Services shall be mentioned in the Special Conditions.

10.4 It shall be charged in advance. The invoicing terms for the Service in question shall be specified in the Special Conditions.

10.5 All Services for which People Centric sends a Commissioning Confirmation shall be subject to invoicing, irrespective of whether they are used or not by the Client.

10.6 The invoices of People Centric shall be immediately payable in full, net and without discount, upon validation of the Order.

10.7 In the event of late payment, People Centric will be able to invoice, without prejudice to other contractual resources of People Centric or not, the default interests eligible for capitalization at a rate equal the interest rate European Central Bank plus five (5) points, in addition to the statutory court costs if any, without prejudice to the right to damages.

10.8 The Client who disputes an invoice shall express his disagreement to People Centric by registered letter with acknowledgment of receipt one month from the invoice date. After this term expires, the invoice shall be deemed as an irrevocable acceptance. If the contested amount is lower than or equal to 5% of the invoice amount, the total amount invoiced shall be paid in full, subject to a further credit-note applicable to future invoices after the complaint has been subsequently considered as reasoned. If the amount contested is higher than 5% of the amount of the invoice, it can be deducted from the total amount of the invoice until the dispute is settled. The amounts uncontested until the due date of the above mentioned term will need to be determined. The drafting of the disagreement by registered letter with acknowledgment of receipt must include, in particular, the details of the amounts concerned. The settlement of the dispute will take place based on the connection data automatically stored on the People Centric systems.

## 11. Property Rights

### 11.1 Property Rights over the Test01Coder

11.2 11.1.1 The Client admits that this Contract does not confer him any title or property rights over the Test01Coder for which People Centric has been granted legal rights by its author. As such, the Client shall comply and ensure the compliance with all indications regarding the rights of People Centric over all the supports related to the Test01Coder, including any advertising material.

11.3 11.1.2 The Client shall use all or part of the Test01Coder only for his own needs. For using all or part of the Test01Coder according to different conditions, the Client shall obtain from People Centric an additional or complementary license. In particular:

- the Client shall be forbidden to make any copy of all or part of the Test01Coder.
- the Client shall be forbidden to transfer all or part of the Test01Coder, his right of access, all software provided by People Centric during the performance of this Contract to third parties.
- the Client shall be forbidden to modify, in particular by decompiling, to alter, to adapt, in particular by translating, all or part of the Test01Coder.
- the Client shall be forbidden, temporarily or permanently, to sell, to sub-license, to lease, to disseminate by any means all or part of the Test01Coder, his right of access, all software provided by People Centric during the performance of this Contract. The Client shall be granted the access to the Test01Coder as a unique, non-exclusive and non-transferable right to use a remotely executable version of the elements relevant to the provision of the Service inherent to the Test01Coder, in hosted mode, except all source codes or object codes.

11.4 11.1.3 People Centric shall reserve the right to make available, whenever it chooses, new versions of the Test01Coder, new offers provided by its Test01Coder, updates or upgrades according to its tariffs in force. This permit shall not confer the Client the right to use the new versions of the Test01Coder for free or at preferential tariffs.

The Client shall guarantee to be the holder of all rights over the necessary data and all content integrated with the Test01Coder or Service during the performance of this Contract, and shall be forbidden to use, by means of the Test01Coder or Service, any content that is illegal or likely to bring any offense against public order or the rights of third parties. Also, the Client shall protect People Centric, on first demand, against all prejudice resulting from the involvement of People Centric by third parties in case of violation of this guarantee

### 11.2. Property rights over the tests on the Test01Coder

11.2.1 The property rights over the tests developed especially by People Centric at the Client's request shall be integrally transferred to the Client after the final payment of the development service provision of each test is performed.

11.2.2 Once the Client provides People Centric with the tests to be made available on the Test01Coder, the Client shall remain the holder of the property rights over these tests, as stipulated by the legislation in force.

11.2.3. People Centric shall remain the holder of the rights over the tests belonging to People Centric, which have not made the object of any specific development at the Client's request, as stipulated by the legislation in force.

In that case, there will be no transfer of the right of ownership over the content of those tests, except the right of use stipulated in the Order. Under no circumstances will the Client copy, transfer, modify, adapt, translate, sell, sublicense, disseminate in any way the tests belonging to People Centric. The access to those tests shall be conferred to the Client as a unique, non-exclusive, and non-transferable right of use.

Should the Client not conform with the above-mentioned provisions, (s)he agrees to indemnify People Centric by paying it a compensation of 30,000 EUR.

## 12. Personal Data

12.1 The personal data mentioned in Article 9.1 will be used by People Centric solely for executing the service provision that makes the object of this Contract and of the Services Contract, the corresponding processing being subject to a CNIL (French National Commission for Information Technology and Civil Liberties) declaration made by People Centric. People Centric shall adopt all necessary security measures related to the protection of this data, according to the law. In case of data security breach, People Centric shall undertake to notify it to the Client under the conditions mentioned in Article 34 bis of the Law on informatics and civil liberties.

12.2. People Centric shall not process the personal data belonging to the users of the TestingCenter platform, which is borrowed and customized with its Client's data. The latter is the only one responsible for processing these personal data.

12.3. The personal data will be stored by People Centric for a period of three (3) years since the end of the relationship.

12.4 According to the law and in its capacity as a technical intermediate, People Centric shall preserve the connection data of the Test01Coder and Services users, undertaking to keep them confidential, according to the applicable law, and not to disclose them to third parties, except on judicial request or at the request of the authorities.

12.5 Notwithstanding the above, the Client shall be notified that People Centric might make statistics, excluding any personal data, on the use by the Client of the Test01Coder and Services, including the Virtual Machines and Applications.

12.6 Your legal rights are as follows

The right to be informed - you have been informed of the present clauses, the identity of the People Centric SA company, the purpose of data processing by People Centric SA, the third parties the data is sent to with your prior consent, your obligation to provide us or not with your personal data, the existing legal rights meant to protect your personal data, as well as under what conditions you can exercise those rights.

-The right to access the data - you have the right, subject to a written, dated and signed request, to ask People Centric SA to confirm to you whether your personal data is processed or not by our company. This request will be solved free of charge within the limit of one request per year.

-The right to intervene - you have the right, subject to a written, dated and signed request, to ask People Centric SA to perform the following interventions: (i1) to rectify, update, block, and delete incomplete, inaccurate data or unlawful data processing; (i2) to transform personal data into anonymous data; to notify third parties of the operations mentioned in sub-points (i1) and (i2).

-The right to oppose - you have the right to oppose, at any given moment, subject to a written, dated, signed, well-founded, and legal request, to the processing of your personal data.

-The right not to be subject to an individual decision - the right to ask and receive:

The withdrawal or annulment of a decision producing legal effects on you, adopted solely with respect to the processing of your personal data, automatically executed and meant to assess certain aspects of your personality and/or professional skills, your credibility, behavior or other aspects.

The reassessment of all decisions concerning and affecting you in a significant way, if those decisions have been made solely based on data processing, according to the conditions mentioned in Article A).

The right to appeal to a court - you have the right to appeal to a court of justice to protect your rights guaranteed by law with respect to personal data protection.

### 13. Disclaimer

13.1 The Test01Coder and Service shall be granted "AS IS", without warranties of any kind, express or implied, regarding its status, performances or results. The risks inherent to its quality, performances or results shall be solely the responsibility of the Client.

Thus, the Client shall admit being able to assess the capacities of the Test01Coder and Service. The Client shall not request the implementation of new services, functions or developments, except for the voluntary services, corrections or modifications made by People Centric and that the Client undertakes to accept.

PEOPLE CENTRIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGE CAUSED TO THE CLIENT OR THIRD PARTIES BY MEANS OF THE TEST01CODER, SERVICE OR EVENTUAL SUPPORT.

People Centric shall not be in any case liable for the damages caused by the use of the Test01Coder or Service, including in case of data loss or unavailability of the Test01Coder or Service.

13.2 People Centric shall not be held responsible for any damages whatsoever arising from the use of the Test01Coder or Service in conjunction with a software or material used by the Client or by any other user or for a technical problem encountered by the Client, including the Client's Infrastructure, for which it shall sign the necessary maintenance agreements and establish in particular all data backup procedures.

13.3 People Centric shall assume an obligation of means in fulfilling its duties.

13.4 People Centric shall not be held responsible for the faulty operation of the Test01Coder or Service solely on grounds of their existence. People Centric shall not guarantee a continuous operation of the Test01Coder or Service or that they are free of errors. The responsibility of People Centric shall only be established in case of a serious fault or proven negligence during the fulfillment of its duties, being explicitly limited as described in the above article, and especially in Article 13.6 below, to the exclusion of all other damages, of any kind, especially the operating losses, indirect damages, information losses and damages caused to third parties.

13.5 People Centric shall not be held responsible for the waste of time or discomfort in the production caused by the provision of services caused to it on the basis of these provisions or as a result of a power failure of all or part of the Test01Coder or Service.

13.6 The responsibility of People Centric shall be, in any case, limited to the following maximum amounts, irrespective of the grounds of its responsibility:

For each Order, two (2) months of subscription invoiced and cashed by People Centric for the Services concerned by the fact generating the liability,

For this Contract as a whole and the set of accumulated damages likely to result from the application of all Orders subscribed, up to a maximum amount of EUR 1000 (one thousand euros).

13.7 The Client shall compensate People Centric for any damages resulting from his call into question and based on a non-compliance with this Contract.

### 14. Data Recovery

14.1 In case the Client requests data recovery, People Centric will be able to resort to all necessary means to extract the data stored and to send it to the Client.

14.2 The Client shall request data recovery based on a 15-day notice at least in order to ensure this operation. Data recovery shall be subject to an agreement, particularly as regards the technical or financial methods for data transfer to the Client.

### 15. Termination

15.1 This Contract and the Orders shall remain in force until their termination, which can be performed by People Centric upon receipt of a registered letter with acknowledgment of receipt, without further formalities, especially of legal nature:

if the Client does not comply with the provisions of this Contract, if it is brought to the knowledge of People Centric that the Client has provided false information when creating his account, that the Test01Coder or Service are used for illegal purposes. In this case, People Centric shall be additionally exonerated of any responsibility and reserves the right to hold the Client liable for all of the above,

or if the Client finds himself in one of the following situations: receivership or compulsory liquidation, change in ownership or of

the main shareholder, fusion triggering a take-over.

15.2 In case People Centric fails to meet its obligations, the Client shall report this failure to People Centric by duly reasoned registered letter with acknowledgment of receipt, with reference to this Contract and expressly indicating his intention to terminate the Service concerned so that People Centric can remedy this default within thirty (30) days of receipt. At the end of this period, the Client will be able to notify the termination of the Service concerned by registered letter with acknowledgment of receipt after the ineffective compulsory dispute settlement, as set out in Article 6, in its own right, unless disputed by People Centric.

15.3 In case of termination, the Client shall undertake to stop using all the access codes related to the Test01Coder or Service, to return without undue delay to People Centric all the accessories used for accessing the Test01Coder and Service that might be in his possession, and not to keep any copies, total or partial, including the access codes, under threat of prosecution.

## 16. Conciliation

In case of performance difficulties and before initiating any other legal procedure, the Parties shall undertake to designate two representatives with incontestable powers. These persons shall gather, at the request of the most diligent party, within eight (8) calendar days starting from the receipt of the request for a conciliation meeting. The agenda for each meeting shall be established by the party who solicits the conciliation. The decisions, if jointly taken, have contractual value.

## 17. General Provisions

17.1 People Centric is entitled to subcontract all or part of the performance of this Contract or to assign all or part of this Contract.

17.2 All complaints and/or objections against People Centric shall be made in writing no later than 48 hours of the event, under penalty of lapse, by means of the Test01Coder or by registered letter with acknowledgment of receipt. The formulation of the complaint and/or objection to the written disagreement shall cover in particular the details of the services, the amounts, etc. that represent the grounds of the objection and its reasons. Notwithstanding the above, the objections regarding invoicing shall be solved as indicated in Article 6.

17.3 People Centric shall reserve the right to interrupt the availability of all or part of the Test01Coder and/or Services for the Authorized Users as regards the maintenance and/or improvement activities. People Centric shall make every effort to notify these interruptions to the Client before their appearance, within a minimum period of time mentioned in the Special Conditions for the Service concerned, in case they take place within the working hours mentioned in the Special Conditions, Paris time. People Centric shall reserve the option to interrupt without any notice all or part of the Test01Coder and/or Services in case of (i) manifest modification of their initial object, which is likely to prejudice People Centric or third parties; (ii) behavior penalizing the good functioning of the Test01Coder; (iii) illegal use of the Services; (iv) deactivation of the security systems by the Client, or modification of the security tools or signature databases updates.

17.4 The interruptions of the Services provided under the conditions mentioned in Article 17.3 above shall not give rise to the imposition of penalties, or to compensation of the Client.

17.5 In case the objection is related to the use of the Test01Coder or Service, the Parties shall agree that the registrations operated with the help of the People Centric equipment for the use of the Test01Coder or Service, in particular the use of the Client's personal Ids and access codes, constitute a piece of proof between the Parties.

The responsibility of either Party shall not be questioned if the execution of its duties is delayed or impeded as a consequence of force majeure, such as: social conflicts, blockage of transport means, interventions of the civil or military authorities, natural catastrophes, fire, floods, malfunction or interruption of the telecommunications or power network, and, more generally, all the cases set out in the case-law. If the event extends itself over a three months period, this Contract can be canceled by registered letter with acknowledgment of receipt, unless the Parties agree otherwise.

By express agreement, the loss by People Centric of one of its providers who intervene during the performance of this Contract shall be considered a case of force majeure, the sole obligation of People Centric thus consisting in searching for an alternative provider with similar characteristics, in case this one exists.

The Client shall entitle People Centric to make use, for external and internal communication purposes, of this Contract, and to mention the name of his Company on a reference list that might be further disseminated to his prospective clients.

If any provision of this Contract proved invalid under a current rule of law or a legal decision becomes definitive, it would then be deemed unwritten, but does not entail the nullity of the contract or alter the validity of its other provisions. Where one or the other of the Parties does not require the application of a clause of this Contract or agrees for it not to be performed, either permanently or temporarily, it shall not constitute a waiver of the right resulting from that clause.

This Contract is governed by French law. In case of a dispute, express jurisdiction is attributed to the Paris Commercial Court.