

## TERMS AND CONDITIONS OF SERVICE « TRENDYGITAL.COM »



\*\*\*

### PREAMBLE

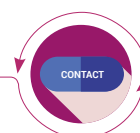
These General Conditions of Service constitute the basis of the commercial negotiation: they define the contractual conditions in which [TRENDYGITAL](https://trendygit.com) proposes to issue the Customer, which acts exclusively for purposes within the scope of its commercial activity, industrial, artisanal, liberal or agricultural, services and services promised. Each of the services and of the «[TRENDYGITAL](https://trendygit.com)» range offered by DIGITALCOM is described in a product sheet available on the website of the company <https://trendygit.com>.

Services and services are ordered by the client through a purchase order, supplemented where necessary by Special Conditions of Service. Services are delivered by the company DIGITALCOM, SAS with capital of 5000 euros, registered with the RCS of NANTERRE under the number 820 070 670, whose registered office is at 44, rue PEREIRE 92500 RUEIL-MALMAISON, represented by Mr Franck MERASTE, its Chairman (hereinafter «DIGITALCOM» or the «Company»).

### Contenu

ARTICLE1. DEFINITIONS .....	3, 4
ARTICLE2. OBJECT OF THE CONTRACT .....	4
2.1. SITE DEVELOPMENT OR REFURBISHMENT - MOBILE APPLICATION DEVELOPMENT .....	4
2.2. DELIVERY OF BENEFITS .....	4
ARTICLE3. CONTRACT DOCUMENTS .....	4, 5
ARTICLE4. DURATION - SUSPENSION - EXPIRY - TERMINATION .....	5
4.1. DURATION .....	5
4.2. SUSPENSION OF ITS SERVICES BY THE COMPANY FOR CUSTOMER FAILURE .....	5
4.3. EXPIRATION FOR DELIVERABLES AND DETERMINED BENEFITS .....	6
4.4. TERMINATION FOR CONVENIENCE OF UNDETERMINED BENEFITS .....	6
4.5. TERMINATION BY THE COMPANY FOR CUSTOMER FAILURE .....	6
4.6. TERMINATION BY CUSTOMER FOR COMPANY FAILURE .....	6
ARTICLE5. OBLIGATIONS OF THE PROVIDER .....	6
5.1. GENERAL OBLIGATIONS .....	6
5.1.1. RESPECT FOR THE RULES OF ART .....	6
5.1.2. OBLIGATION OF ADVICE, INFORMATION AND CAUTION .....	6
5.2. GUARANTEE OF GOOD OPERATION .....	7

5.3. OTHER OBLIGATIONS .....	7
5.3.1. RESPECT FOR TIME .....	7
5.3.2. RESPECT FOR TARIFF COMMITMENTS .....	7
5.3.3. RESPECT FOR FUNCTIONAL AND TECHNICAL COMMITMENTS .....	7
ARTICLE6. OBLIGATION OF THE CLIENT .....	7
6.1. PAYMENT OF THE PRIZE .....	7
6.2. COLLABORATION .....	7,8
ARTICLE7. RECEPTION .....	8
ARTICLE8. FINANCIAL INFORMATION .....	8
8.1. PRICE .....	8
8.2. INVOICING .....	8,9
8.3. PAYMENT DATE.....	10
ARTICLE9. INTELLECTUAL PROPERTY.....	10
9.1. LICENCE.....	10
9.2. TRANSFER OF COPYRIGHT ON DELIVERABLES.....	10
9.2.1. CITED RIGHTS ON DELIVERABLES.....	10,11
9.2.2. GUARANTEE OF QUIET EN JOYMENT.....	11,12
ARTICLE10. RESPONSIBILITY-COMPENSATION.....	12
10.1. EXEMPTIONFROMRESPONSIBILITY.....	12
10.2. LIMITATION OF INDEMNITY.....	13
ARTICLE11. CONFIDENTIALITY.....	13,14
ARTICLE12. LEGAL LINKS.....	14
ARTICLE13. PERSONNEL.....	14
ARTICLE14. NON-SOLICITATION.....	14
ARTICLE15. SUBCONTRACTING.....	15
ARTICLE16. TRANSFER OF CONTRACT.....	15
ARTICLE17. FORCE MAJEURE.....	15
ARTICLE18. TITLES.....	15
ARTICLE19. COMPLIANCE WITH THE LEGISLATION IN FORCE.....	15
ARTICLE20. NON-RENUNCIATION.....	15
ARTICLE21. ELECTION OF DOMICILE.....	16
ARTICLE22. EVIDENCE AGREEMENT.....	16
ARTICLE23. PARTIAL INVALIDITY.....	16
ARTICLE24. CONTRACTUAL POST SURVIVAL.....	16
ARTICLE25. DISPUTE-APPLICABLELAW-JURISDICTION.....	16



## Article 1 . DEFINITIONS

---

In the context of this contract, the following terms with a capital letter, in the singular or the plural, have been defined as follows:

« **Anomaly** » : means any abnormality of a Deliverable, (i) consisting of a difference between the functioning of the Deliverable and the contents of the Specifications and (ii) which is exclusively attributable to the Deliverable, reproducible and documented by the Customer. Any Anomaly may, in the Recipe phase, give rise to a Reserve with the same degree of gravity.

« **Major Anomaly** » : means any Anomaly that generates significant degradation of at least a function of Development or Software or performance.

« **Minor Anomaly** » : means any Anomaly other than a Major Anomaly that does not interfere the use of the Deliverable and does not degrade their performance.

« **Purchase Order** » : means the document signed by the Customer and identifying the products and services of which he solicits, by payment of the sums agreed, the delivery by [TRENDYGITAL](#). Good Order may derogate from the financial elements indicated in the Product Sheets.

« **Contractual Documents** » : means, taken together and in descending order of prominence, the Specification accepted by [TRENDYGITAL](#), the Order Form (including in the form of a quote issued by [TRENDYGITAL](#) and accepted by the Customer) signed by the Customer, the Product Sheets, any Special Conditions of Service and the General Conditions of Service in force on the date of signature of the Purchase Order by the Customer and their amendments.

« **Terms of Reference** » : means the documents written by the Customer, read and accepted by [TRENDYGITAL](#), and in which the Client has recorded the project objectives and functionalities desired. Can be replaced by an «expression of needs», especially when the client does not has no technical skills to draft a Specifications.

« **User Account** » : means the user account granted to the Customer when he registered on the Site. The holder of a User Account navigating on the Site without being actually logged in to it, is assimilated to a Visitor.

« **Documentation** » : means the explanatory documents provided by [TRENDYGITAL](#) to the Customer, when exist to enable it to exploit or make the most of Deliverables or Services.

« **User-Space** » : refers to the part of the Website reserved for private communication between the Customer having created a User Account and [TRENDYGITAL](#).

« **Product Sheet** » : refers to the description of the products and services offered by [TRENDYGITAL](#), the current public price and billing terms.

« **Deliverable** » : means the Site, designed or remade, or the Mobile Application ordered by the Customer as well as the accessories necessary for its exploitation. The summary list of Deliverables is attached to the Minutes of Proceedings.

« **Benefit (s)** » : as opposed to Deliverable, means other benefits and / or services issued by the Company and any accessories necessary for their operation.

« **Recipe Minutes** » (or « **PVR** ») : means the material support recording findings of a Recipe.

« **Recipe** » : refers to the procedure, prepared by the company DIGITALCOM and in which participate the Authorized Representatives of the Parties, to validate the operation of a Deliverable and its conformity with the specifications / expression of needs. It is materialized by the Trial Verbal of Recipe.

« **Reserve** » : means any mention of the Recipe Record and indicating a malfunction or non-compliance with the Specifications / Expression of needs. The Reserves refer to an anomaly of the same gravity.

« **Site** » : means the website whose URL is <https://trendydigital.com>.

« **Dashboards** » : means the dashboards generated by the operation of the Site; the dashboards relating to commercial transactions, are used to calculate variable remuneration Provider when this option is chosen.

« **Visitor** » : refers to any person navigating on the site without having activated a User Account.

## **Article 2 . OBJECT OF THE CONTRACT**

---

The purpose of this contract is to define the terms and conditions under which [TRENDYGITAL](#) has undertaken to deliver the Deliverables and / or to perform the Services requested by the Customer, as specified in the Purchase Order.

### **2.1. Site Development or Redesign - Mobile Application Development**

---

The Company will proceed with the development or redesign of the Site or the development of the Mobile Application in accordance with the terms and conditions agreed in the Contract. At the end of the development phase, after receipt of the work by the Customer and under reserve the perfect performance of its obligations, including financial, DIGITALCOM will yield to this last all the economic rights on this creation. If the payment of the sums due to DIGITALCOM was to be conventionally staggered, the transfer of ownership will be postponed until the day of the full payment.

### **2.2. Delivery of Services**

---

In return for the perfect payment of the amounts owed to [TRENDYGITAL](#) by the Customer according to the agreed deadlines, and subject to the full performance of its other obligations, [TRENDYGITAL](#) will deliver the Services ordered to the latter, in accordance with the terms and conditions agreed in the Contract. The Services are described in the Product Sheets. The Company provides the Services, «as is», without express or implied warranty of perfect operation, performance or permanence, or that they will be totally free of errors, defects or defects. [TRENDYGITAL](#) is committed to providing all the care and diligence necessary to provide benefits.

## **Article 3 . DOCUMENTS CONTRACTUELS**

---

Each order from the Customer, materialized by a Purchase Order and submitted to the other Contractual Documents, constitutes a Contract. The General Conditions of Purchase / Subscription of the Client even if they exist and are communicated to the Company being inapplicable.

- ✓ When placing the first Order, a copy of the General Terms and Conditions of [TRENDYGITAL](#) service in effect on this date is directed to the mail box electronic information provided by the Customer. Any subsequent order will be subject to the said General Conditions of Service, both that these are not modified by DIGITALCOM. The Company may at any time modify its General Terms and Conditions of Service as well as the Record-product. Each Client will be notified by email, at least one month before they come into force. The new version will only have an effect for the future and will govern that Orders placed after the date of posting of this news General Conditions of Service. Orders placed before the entry into force of new contractual documents remain subject to the provisions of the Conditions Terms of Sale in force on the order date.

- ✓ When placing each order, a copy of the Purchase Order and the Product sheet corresponding to the content of the order, and possibly Special Conditions of Service in electronic file format (PDF) - are directed to the email box provided by the Customer. These documents are proof of the content of the commitments of the Parties: it is up to the Customer to keep without time limit. The updated version of the General Conditions of Service and the Product Sheets are permanently available on the Company's. Any derogation from provisions of the General Conditions of Service shall be the subject of a specific statement in a Special Condition of Service or an endorsement. Any derogation from the provisions of Product Sheets shall be the subject of a specific mention to the Purchase Order or in an amendment.

## **Article 4 . DURATION - SUSPENSION - EXPIRATION - TERMINATION**

---

### **4.1. DURATION**

---

The Contract will take effect from the date of signing the Order Form by the Customer.

### **4.2. Suspension of its services by the Company for default by the Client**

---

4.2.1 [TRENDYGITAL](#) shall have the right to suspend its services as a precautionary measure:

- (1) when the Customer fails to provide, within the period indicated by a formal notice, the supporting documents information provided when registering on the Site or the Order Form;
- (2) in case of non-payment, total or partial, sums due by the Customer;
- (3) in case of misappropriation or attempted diversion of services by the Customer;
- (4) in case of non-compliance with all or part of its obligations as reflected in the Documents Contractual;
- (5) at the request of a judicial authority or a command of the Act;
- (6) in the event of an investigation by the Customer on the basis of which TRENDYGITAL's liability could be to be called in question;
- (7) if the subscription to the Contract is made by a consumer

4.2.2 In the event of any of these events, the Company will send - by email or fax - a formal notice to correct the deficiencies. At the end of a 24-hour period, and in the absence of a satisfactory response or action, the Company may suspend its services. Such a may be suspended without notice in the event of an emergency, a legal obligation or if the other party a consumer.

4.2.3 In its discretion, the Company may terminate the suspension of the correction of failures, if they can be. The aforementioned suspensions do not relieve the Customer of its obligation to pay the full amount due to [TRENDYGITAL](#) under the Contract. In the event that they result from a breach by the Customer of his obligations, suspensions abovementioned without prejudice to the right of DIGITALCOM to terminate the Contract in the the conditions set out in the article «Termination by the Company for Customer Default» below and seek compensation for the harm suffered.

### **4.3. Expiration for Deliverables and Deliverables**

---

For Deliverables, the Contract expires on the date of signing the Recipe Minutes, without reservation Major. Minor Reserves will be corrected as soon as possible. For the Services to Object Determined, it expires when their specified object - as described in the Product Sheets - is reached.

### **4.4. Termination for Convenience of Indefinite Term Benefits**

---

Each Party is free to terminate at any time an Indefinite Term Benefit, under which reserves to comply with one month's notice for each contract year started, while never being able to be less than one (1) month nor more than six (6) months. The termination will be effective on the last day of the notice period.

### **4.5. Termination by the Company for Customer default**

---

Except cases recognized by case law, in all the cases referred to in 4.2.1, on the expiry of a 15 days after sending the e-mail mentioned in 4.2.2 and, failing that, satisfactory answer, the Company may declare the termination of the Contract by operation of law without having to seize the judicial courts.

The notice of notice of termination will be sent by the Company, by registered letter with acknowledgment of reception. The termination takes effect on the day of receipt or first presentation of the letter recommended with acknowledgment of receipt mentioned above.

### **4.6. Termination by the Client for default of the Company**

---

If the Company fails to fulfill one of its obligations, as demonstrated by the Client, the latter may terminate the Contract, by operation of law and without judicial formalities, after having addressed DIGITALCOM , by registered letter with acknowledgment of receipt, a formal notice to do terminate the breach and remain unsuccessful for ten (10) calendar days.

## **Article 5 . OBLIGATIONS of the SERVICE PROVIDER**

---

### **5.1. General Obligations**

---

#### **5.1.1. Respect of the rules of the art**

---

[TRENDYGITAL](#) undertakes to perform the agreed services in accordance with the rules of art, uses of his profession and in accordance with the Contractual Documents. [TRENDYGITAL](#) services will be delivered under the French legislation in force at the date of delivery or delivery. Apart from these commitments, [TRENDYGITAL](#) is subject to an obligation of means.

#### **5.1.2. Obligation to advise, inform and warn**

---

DIGITALCOM undertakes, in particular, to:

- ✓ Request any information or information it deems necessary for the execution of its mission, to ensure that the information provided meets its request
- ✓ Notify the Client, as soon as it becomes aware of it, any element, event, act likely to affect the proper performance of the Contract, take all necessary measures

For the elements which it considers critical and which would not be handed to him spontaneously or after a simple request, [TRENDYGITAL](#) will proceed in simple writing then by registered letter if no answer within the time specified in the previous letter. [TRENDYGITAL](#) is untied any obligation if critical information is not delivered to it within compatible deadlines with the fulfillment of its obligations, subject to having followed the present procedure.

## 5.2. Functional guarantee

---

The company DIGITALCOM guarantees the Client against any Anomaly of Deliverables during a period 6 months after Recipe.

Throughout this period, the company DIGITALCOM will ensure the corrective maintenance of Deliverables, correcting without any additional cost the anomalies that would appear or putting in place solutions of bypass to fix it.

This warranty does not cover an Anomaly emanating from :

- ✓ A technical element imposed by the Customer against the will expressed in writing and duly justified by DIGITALCOM, where
- ✓ From a mishandling of the Client where
- ✓ Failure to follow the documentation provided by [TRENDYGITAL](#)

At the end of this warranty period, [TRENDYGITAL](#) undertakes, if the Customer so requests, to offer a third-party Corrective and / or Evolutive Maintenance Contract, or other benefits in the form of technical assistance under financial conditions consistent with the project and conform to the market. The Licensor shall not be liable for any other warranty, express or implied, contractual or legal agreement concerning the Services, with the exception, however, of the legal guarantee against defects of the thing, in accordance with articles 1641 and following of the Civil Code.

## 5.3. Other obligations

---

### 5.3.1. Respect of deadlines

---

The DIGITALCOM company undertakes to deliver the Deliverables or deliver the Services on time agreed with the Customer and appearing on the Purchase Order or in another Contract Document. In the absence of such mention, [TRENDYGITAL](#) will make the Deliverables available to the Client within a reasonable given the Customer's request.

### 5.3.2. Respect of tariff commitments

---

On a stable perimeter basis, [TRENDYGITAL](#) also undertakes not to exceed the price agreed with the Customer for the realization of the Deliverables or the delivery of the Services.

### 5.3.3. Compliance with functional and technical commitments

---

DIGITALCOM undertakes to deliver Deliverables in accordance with the Specifications when this one exists. Any change must be the subject of an express agreement of the Provider.

## Article 6 . OBLIGATION OF THE CUSTOMER

---

### 6.1. Payment of the price

---

The Customer undertakes to pay the price due for the services provided by the DIGITALCOM company in accordance with the article « Financial information ».

### 6.2. Collaboration

---

As such, the Client will collaborate permanently and closely with the company DIGITALCOM to execution of the Contract in order to enable the latter to deliver in the best conditions its services and services.

As part of its project management, the Client must :

- ✓ Bring spontaneously all technical and functional information

- ✓ Make best efforts to make available to the Service Provider in good time, the documents, information or information that would be required of it, in the limit of his means and the skills he has at his disposal
- ✓ Respect schedules, data delivery deadlines and Recipe deadlines contractually  
Enforce by his own staff the defined procedures of a common agreement with TRENDYGITAL
- ✓ Notify the Provider, as soon as he becomes aware of it, any element, event, act or information likely to affect the proper execution of the project and to take all necessary measures in its power to remedy
- ✓ Implement recommendations, advice, warnings provided by [TRENDYGITAL](#)  
Designate an interlocutor with the authority to make any decision
- ✓ If legal provisions specific to the Client's business were to exist, he will inform [TRENDYGITAL](#).

In general, the Client will confer on the choices and decisions made by his representatives, the authority necessary for implementation, as needed.

## **Article 7 . RECEPTION**

---

The receipt of Deliverables (or other Services if applicable) will result in the establishment of a reception protocol. After which, the Deliverables submitted - in the absence of Major Reserve - will be considered in accordance with the contractual stipulations and legal. Minor Reserves do not obstruct the reception but will have to be corrected in the deadlines agreed upon at the Reception Report.

## **Article 8 . FINANCIAL ELEMENTS**

---

### **8.1. Price**

---

The price of [TRENDYGITAL](#) services is indicated in each Product Sheet. It can not be derogated A quote can be obtained by any Visitor after completing the quote request form, directly on the Site, The ownership of a User Account makes it possible to obtain a quote via the User Area.

### **8.2. Billing**

---

The invoice of the Services subscribed by the Customer is issued upon confirmation by the electronic payment provider chosen by the Company, the perfect payment of the sums due to the Company.

The invoice for the Deliverables will be issued according to the option chosen by the Client:

- ✓ invoicing and full payment upon delivery: the Company charges the total amount agreed upon for its work on the day of the signature of the PVR without any major reservation ;
- ✓ full billing with installment payment: the Company charges the total amount agreed for its work on the day of the signature of the PVR without any major reservation, its payment being staggered several monthly installments, the number and the amount of which are agreed upon at the Order;
- invoicing «variable » : the Company invoices the amount of its remuneration every month
- ✓ variable, calculated by him with regard to the Delimitables Chart and according to the rate



agreed with the Customer until full payment of the agreed price initially  
Visitors who do not have a User Area can subscribe to the services directly on the Site  
by paying via one of the means of payment made available to them; the CG of Service, the delay of  
delivery and an invoice is sent to them by email. For those with a space, the same  
documents are filed by TRENDYGITAL.

### **8.3. Payment date**

---

For the Services, these must be paid on the day of the order.

For Deliverables, when the Customer has opted for full billing with full payment upon delivery, the Customer will pay the sums due on the day of the signature of the PVR without Reserve ; when he has opted for a payment in installments or variable invoicing, the Company will deduct monthly, between the first and the tenth of each month, the amount due to him. In the latter two cases, the Client will provide the Company with an authorization to and are committed to maintaining (i) this active authorization and (ii) its funded account.

The Samples will be taken within 10 days of the date of issue of the invoice. In accordance with Articles L.441-6 of the Commercial Code and D.441-5 of the French Commercial Code, in case non-payment on the agreed due date of any amount due to DIGITALCOM, the Customer will be liable, as of right, without any formal notice being necessary and without prejudice to other rights and actions recognized by DIGITALCOM, default interest payment

- ✓ in principal, interest and accessories. They will be calculated by reference to the refinancing rate of the ECB plus 10 points, in addition to 40 euro for lump sum recovery of each unpaid invoice, without prejudice to the possibility for the Licensor to obtain additional compensation for the actual costs of recoverable amounts where they exceed the amount of the said lump sum without prejudice to the damages which it reserves the right to claim.  
In addition, the default allows [TRENDYGITAL](#) to suspend
- ✓ from the first day of delay
- ✓ the price of all its interventions for which payment deficiencies are recorded.  
If the debt is not resumed within 21 days, [TRENDYGITAL](#) may terminate the Agreement for which the payment default is found
- ✓ to the exclusive fault of the Customer. Termination of an Order for facts attributable to the Customer makes all the sums contained therein immediately due.

The sums are portable and not quable. Early payment of invoices does not entitle no discount. The Parties may waive the payment terms by special mention to the Voucher Order, within the limits provided by Article L.441-6 of the French Commercial Code.

The Customer can access a history of his purchases, a reminder of his means of payment and staggered payments and invoices via its User Area, available after have created a User Account on the Site.

**9.1. Licence**

By default, each Party retains exclusive ownership of its intellectual property rights pre-existing at the signing of these presents. The Contract shall not entail any transfer to the other Party of the intellectual property rights of its pre-existing party to the signing of these presents. The intellectual property rights of the Client whose use would be necessary to the Provider for the fulfillment of the order are made available for the duration thereof.

The company DIGITALCOM is, remains and becomes the owner of all rights of ownership development tools, methods and know-how that it will be required to make or use in the Contract.

The Party that makes its data, files and documents available to its co-contractor (i) to be the owner of either (ii) if the rights have been reserved by third parties, authorizations necessary for this purpose; it gives him all guarantees against any claims or claims of a third party in this regard.

Upon termination of the Contract for whatever reason, each Party shall return to its co-contracting all the data, files and documents he has entrusted to him for the needs performance of its obligations under the Contract, except as may be necessary (i) to continue to operate the Deliverable, or (ii) to fulfill obligations that could survive. They may also keep a copy of the data, files and documents in order to justify performance of their contractual and legal obligations, to the extent strictly necessary. The intellectual property rights of the Client whose use would be necessary to the Provider for the Contract are made available for the duration of the Contract.

Throughout the duration of the relationship between the Parties, and unless the Client decides otherwise mentioned in the Special Conditions of Service, [TRENDYGITAL](#) is authorized to of the commercial relationship maintained with the Client, as part of the usual conduct of its commercial activities with its customers and prospects and to affix a copy of the mark or the Customer's name on its commercial documents, including its website. This right will survive for a period of 2 years after the termination of the relations of the Parties.

**9.2. Assignment of Copyrights on Deliverables**

---

**9.2.1. Rights assigned on Deliverables**

---

The company DIGITALCOM assigns to the Customer all the economic rights of authors that it holds on Deliverables (including source code, object code and Documentation) for the duration legal protection of these and for the whole world, as and when they appear in its patrimony, subject to full payment of all agreed by the Customer, for the sole purpose of their exploitation by the Client in the context of his professional activity. [TRENDYGITAL](#) nevertheless retains a reuse right on the source codes, the object codes of the Deliverables and documentation in particular for the purpose of serving other Clients identical or equivalent nature.

In particular, the Company assigns to the Client.

**The reproduction right** which includes in particular, and in a non-exhaustive way :

- ✓ The right to reproduce and / or reproduce the Deliverables in unlimited numbers, by any means and on any current or future medium, and name graphic, magnetic, digital or electronic (interactive or not)
- ✓ The right to put into circulation and exploit, commercially or otherwise, the Deliverables as well as free or expensive, whatever the destination

**The right of representation** which includes in particular, and in a non-exhaustive way :

- ✓ Broadcasting by any means, including over-the-air, cable-satellite and any other physical or digital network, and more generally by any means of transmission of (digitized or non-digitized data)

**The right of representation and communication to the public,** which includes, in particular, non-exhaustive way :

- ✓ The right to broadcast and communicate to all public the elements, media, components of Deliverables, by any representation process known or unknown to date, for any use whatsoever
- ✓ Broadcasting by any means, including over-the-air, cable-satellite and that by any network, and more generally by any means of transmission of scanned or unencrypted data, wired or wireless

**The right of adaptation and modification** which includes in particular, and in a manner exhaustive :

- ✓ The right to proceed and to implement improvements, corrections, simplifications, additions, integrations to a pre-existing system or to create The right to transcribe in another known computer language or unknown to date, or translation into one or more foreign languages
- ✓ The right to proceed with the creation of works derived and realized by the Client by any natural or legal person that he substitutes or for which he services, or any provider of his choice and, in general, the right to change the deliverables.  
What the Transferor declares to accept specifically and expressly The right of decompilation and
- ✓ reverse engineering, especially if the source codes and / or objects were not to be returned

**The exploitation right,** which comprehensively includes :

- ✓ The distribution right
- ✓ To make use of the Deliverables in the ordinary course of business and to draw all income from them

All these prerogatives may be exercised by any means, any process, on any supports, by any media and communication networks, known or unknown to date, as free or expensive, and for all purposes, directly by the Customer or through third parties, in France or abroad.

**9.2.2. Peaceful enjoyment guarantee**

The Licensor guarantees to the Client the peaceful enjoyment of the Deliverables and services against any claim or eviction and any action for infringement as a result of the Deliverables and Benefits. Thus, in the event of a claim or action for claim or infringement on the ground that a Deliverable or a Service

will infringe the copyrights of a third party, the company DIGITALCOM shall bear all costs and damages payable by the Client pursuant to a decision of justice which has become res judicata or a transaction, provided that :

- ✓ The Customer shall inform DIGITALCOM in writing, as soon as possible, of the the existence of such a request or action and communicates to the company DIGITALCOM any information relating to that application or action at its disposal, and
- ✓ The company DIGITALCOM alone ensures the direction of the defense of the Customer and any trading on behalf of the Client for a transaction, and
- ✓ The Customer cooperates actively with the company DIGITALCOM in all that concerns the settlement of the claim or action.

Moreover, in the event that such an action is recognized as justified by a court decision passed res judicata or by a transaction or in the event that the company DIGITALCOM estimates that it would be likely to be, the Customer will accept that the company DIGITALCOM, the choice and expenses of this last :

- ✓ Obtains the right for the Customer to continue to use the Deliverables, where
- ✓ Modify the Deliverables so that they cease to be infringing, where
- ✓ Provides the Customer with deliverables having the same functions and non-infringing, in deadlines compatible with the Client's activity, where
- ✓ Reimburses the Client for the price actually paid for the Officiated Deliverables

The company DIGITALCOM undertakes to provide the Customer, upon request of the latter, all credentials, documents and supporting documents and to complete any formalities that the Assignee necessary to enable it to ensure the peaceful and exclusive exercise of property rights by it acquired and to make it respected by all. In particular, copies of employees' employment contracts subcontracts may be solicited for the purpose of verifying the proper performance of the this article.

## **Article 10 . LIABILITY - INDEMNITY**

---

### **10.1. Disclaimer**

---

The responsibility of the provider can not be engaged, in particular, (a) in case of problems or technical, computer or compatibility failures of the Deliverable with a hardware or Client's software does not match its technical or organizational recommendations, (b) in the event of failure of the Customer's equipment, failures and characteristics of the connection Customer's Internet, (c) because of the content transmitted or the unlawful activities of the Customer with regard to provisions in force, including the collection and fraudulent or unlawful use of data, (d) due to the misuse of all or part of a Deliverable by the Customer, (e) the fact that the Customer's incorrect setup, (f) due to a performance defect in a Deliverable or benefits due to the intrinsic characteristics of the internet, particularly those relating to unreliability of networks, unreliability of data transmission, delays and access delays, interruptions of the Internet access networks and in particular access to the Website or the Application, (g) due to the lack of security of the information circulating there.

Nothing in this Agreement is intended to exclude or limit the liability of Parties in cases of fraud, serious misconduct, breach of confidentiality obligations, obligations relating to Intellectual Property Rights or voluntary default resulting from their behaviour.

## 10.2. Limitation of compensation

Only direct damages are compensated; are contractually excluded from the repair the indirect damages such as, especially and expressly, damages or commercial troubles, loss of orders, business interruption, branding, loss of profits or customers, earnings or profit, loss of luck, etc. notwithstanding the fact that [TRENDYGITAL](#)

been warned of the possibility of their occurrence.

However, the aforesaid limitation of pecuniary compensation will be unenforceable in the context of a dispute with a third party, by way of warranty or forced intervention in particular.

Each part agrees to fully indemnify, defend and guarantee without limitation the other Party, its directors and employees against all losses, damages, liabilities, costs and charges (including the reasonable fees and expenses of a lawyer) related to claims or actions of third parties attributable to that Party, as well as any damage, loss or absence of earnings for which the claim of the third party results from, or concerns, any act of negligence, default or omission of its managers, agents, employees, subcontractors, representatives or guests. Nevertheless, nothing in this Agreement is intended to limit the compensation of Parties in case of fraud, gross negligence, breach of confidentiality obligations or obligations relating to Intellectual Property Rights or in the case of action by third parties for attributable to the other Party.

### Article 11 . CONFIDENTIALITY

Les Parties et leurs préposés sont tenus au respect des règles de confidentialité ci-après convenues entre The Parties and their agents are bound by the following confidentiality rules. between the Parties and to professional secrecy. All information communicated between the Parties is confidential by default, and including the working methods of [TRENDYGITAL](#)

Neither Party may lift the confidentiality of any information from which it is not whose lifting is not strictly necessary for the performance of a contractual obligation or legal. The obligations incumbent upon each of the Parties and described above will not apply to the information that is known to the public or falls into the public domain otherwise than an action or omission of the other Party, or that one of the Parties is required to disclose by law or on the requisition of a court of competent jurisdiction or a Statutory Auditor who must be disclosed to their boards, including, in a limited manner, their insurers, accountants, lawyers, financial advisers and / or lenders, to the Companies of the Group to which they belong, provided - for the group - :

- ✓ That they ensure that these third parties are held to the same confidentiality obligations as those set out in this Article, and
- ✓ That the information disclosed is imperatively necessary for the performance of their obligations or under a legal or regulatory obligation, French or Community or still to safeguard their respective interests, and
- ✓ That only what is strictly necessary is disclosed

Parties are confident that the confidentiality obligations detailed in the this article are binding on their staff and their potential subcontractors and will assume the entire liability in case of failure of their staff and any subcontractors. The Parties undertake to disclose Confidential Information only to employees and subcontractors having access to them for the performance of their duties for the performance of the Services and / or the Project and to ensure that they realize their confidentiality. In addition, the Parties undertake to :

- ✓ Treat confidential information with the same degree of protection as give their own confidential information of the same importance
- ✓ Keep information confidential and not disclosed or likely to be directly or indirectly to any third party
- ✓ In no way infringe the intellectual property rights of confidential information
- ✓ To prevent confidential information from being copied, copied or reproduced duplicated, in whole or in part, where such copies, reproductions or Duplications are not directly related to the execution of the present

This obligation of confidentiality is valid for the duration of the contract and for 10 years from the date of delivery of the Deliverables or until the Confidential Information fall into the public domain without breach of their contractual obligations by the Parties.

#### **Article 12 .           LEGAL LINKS**

---

These Terms and Conditions can not create any relationship of subordination or mandate or common-law partnership, nor to bind the Parties in any other way than that described herein. The Parties remain independent of each other, assuming only the risks of their personal exploitations.

#### **Article 13 .           PERSONAL**

---

This contract is a business contract exclusive of any concept of making available to personnel falling within the scope of the Temporary Work Regulations. The staff of each Party remains under the sole control, direction and authority of the said Part.

#### **Article 14 .           NON-SOLICITATION**

---

Throughout the relationship period and for a period of two (2) years after delivery of the Deliverable or the end of the last Benefit, the Parties undertake not to make offers hiring, hiring out, hiring or associating, directly or indirectly, any member of the personnel of the other Party and having participated in the negotiation or execution of the Contract, without written consent of that Party, and even if the initial solicitation is because of that staff.

In the event that one of the Parties does not comply with this obligation, it undertakes to compensate the other Party by immediately paying him a lump sum equal to the gross salary that this collaborator will have collected in total during the eighteen months preceding his departure from the company, variable and compensation supplement included.

This amount will be due without the need for a formal notice of the violation of the this clause and without prejudice to any action taken to put an end to the violation found and / or to obtain compensation for the harm actually suffered by the injured Party, the Parties agreeing that the prejudice of the injured Party might be greater than the first damages fixed above.

## **Article 15 .            OUTSOURCING**

---

The subcontracting of all or part of its obligations is authorized by right to the Service Provider.

## **Article 16 .            TRANSFER OF THE CONTRACT**

---

Each Party reserves - after notifying the other Party with at least one month's notice - the Possibility to assign the Contract :

- ✓ To any company controlled directly or indirectly - within the meaning of Article L 233-3 of the Code de trade - by the parent company of their group or parent company.
- ✓ To a non-competing third party of the other Party, in the event of a partial asset transfer, merger, or transfer of business in any form whatsoever or in the event of a significant change the shareholder, subject to the assumption by the assignee of all the obligations and responsibilities under the contract, without restriction or qualification. Nevertheless, and given the character intuitu personae hereof, the Customer may terminate the present if it considers that the assignee's competency guarantees are not appropriate.

The Parties will immediately take all necessary measures to facilitate the continuation of the Contract and more particularly with regard to contact persons and committees. The framework contract and Sprint contracts can not be sold separately.

## **Article 17 .            FORCE MAJEURE**

---

Cases of Force Majeure suspend the obligations arising from the contract for the duration of its existence ; However, if a case of force majeure had a duration of existence greater than 15 days months, it would open unilateral termination right to the Service Provider and the Customer. Party on the initiative of the termination will send a registered letter with acknowledgment of receipt. In this case, the termination will be effective on the day of receipt of the cancellation letter.

## **Article 18 .            SECURITIES**

---

In case of difficulties of interpretation between any of the headings of the clauses and any of the clauses, the titles will be declared non-existent.

## **Article 19 .            COMPLIANCE WITH THE LEGISLATION IN FORCE**

---

Each of the Parties guarantees to carry out its activities in accordance with the regulations in force. [TRENDYGITAL](#) will comply with the legal and regulatory obligations applicable to it in its service provider in the light of the law applicable to the contract.

It is the Customer's responsibility to ensure compliance with the laws and regulations concerning him, particular because of his nationality or geographical location, without being able to the responsibility of the Provider. Except as expressly provided otherwise in this Contract, the services provided by [TRENDYGITAL](#) are intended for the country in which the Customer has declared his address to the Order Form or when registering on the Site.

## **Article 20 .            NO WAIVER**

---

Any waiver or modification of any of these provisions shall not be take effect only after having been the subject of an agreement duly signed by the Parties. The fact that one of the Parties did not require the application of any clause of the Contract, whether permanent or temporary status, shall under no circumstances be considered as a waiver of the rights of that Party arising from the said clause the non-application of which has been tolerated or to be interpreted as a waiver to avail itself of this provision in the future. For the execution of these presents and all their consequences, the Parties shall elect domicile by respective head office as mentioned on the first page hereof.

## **Article 21 . ELECTION OF DOMICILE**

For the execution of these presents and all their consequences, the Parties elect domicile at their respective registered office as mentioned on the first page hereof.

## **Article 22 . EVIDENCE AGREEMENT**

[TRENDYGITAL](#) and the Customer agree that all writings, including electronic writing, exchanged between them and all data, including technical data, are authentic and validly prove the the content of their exchanges and their commitments.

## **Article 23 . PARTIAL INVALIDITY**

Furthermore, in the event that a provision of the Contract is considered invalid, invalid or inapplicable, by virtue of any law, regulation or court decision having the authority of the res judicata or by order for interim measures, it shall be deemed unwritten. Other provisions of the contract in question will their strength and their scope.

The Parties shall endeavor as soon as possible after the event giving rise to the invalidity, the invalidity or inapplicability of the clause, to agree on the terms of a clause replacement respecting the spirit and the economy of the defective clause, and more generally contract, and in accordance with the rules of contract interpretation.

## **Article 24 . POST CONTRACTUAL SURVIVAL**

Notwithstanding the termination of the Contract for whatever reason, the articles herein that by their nature, to survive the present, and in particular the articles «Property Intellectual Property, «Confidentiality», «Liability», «Non-Solicitation», «Litigation – Law applicable and Attribution of Competent «will remain in force after the end of the Contract, within which can be planned.

## **Article 25 . LITIGATION - APPLICABLE LAW - JURISDICTION**

The conclusion, validity, interpretation or execution of this framework contract and the Application contracts are governed by FRENCH LAW, both for the formal rules and for the substantive rules, with the exception of its conflict of laws rules and the Vienna Convention on international sales of goods. The Parties agree to meet to settle their differences amicably. The most diligent of them may convene a conciliation meeting, to be fixed within 15 days following the dispatch a registered letter with acknowledgment of receipt for this clause . Failing agreement between them at the end of this conciliation attempt, express jurisdiction is given to the COMPETENT JURISDICTIONS OF PARIS, notwithstanding plurality of defendants or appeal warranty. This assignment of jurisdiction also applies to emergency procedures and the precautionary procedures.

\*\*\*

