

TERMS & CONDITIONS (“T&Cs”)

1. Publisher

This website is owned and operated by MSL France, a joint-stock company with capital of 182,400 Euros, having its registered office at 30-34 rue du Chemin Vert, 75011 Paris registered in Paris Trade and Companies Register with number 347 895 096 RCS Paris, acting as manager of the partnership formed between MSL France and Les Echos Solutions, a company having its registered office at 10, boulevard de Grenelle 75015 PARIS registered in Paris Trade and companies Register with number 408 165 157, (“Viva Technology”), is organizing Startup and Student Challenges taking place between 27/11/23 and 30/04/24.

This website has been created and is hosted by AGORIZE SAS, a simplified joint-stock company with capital of €107,217.90, registered with the Paris Trade and Companies Registry under no. 530 774 439, having its registered office at 15 rue Béranger, 75003 Paris, France.

2. Subject

Viva Technology provides an innovation platform service accessible at <https://vivatechnology.com/challenges> (“Website”), which allows businesses and organizations looking for innovative ideas for problems and challenges to connect with innovators.

These T&Cs govern your access to and use of the Website and its Services.

By opening an account on the Website, you must tick a box, and confirm that you have read and accepted these T&Cs, which form a legally binding contract between you and Viva Technology.

If you wish to participate in a specific Challenge, you will be asked to review and accept the rules applicable to the specific Challenge.

Please read the following carefully. If you do not accept these T&Cs, do not use the Website.

To improve your user experience, we may also modify, without prior notice, the structure and design of our Website, as well as some Services or content.

3. Definitions

Capitalized terms have the meanings set forth or referred to in this article 3.

“Account” means the account that must be created to become a Member and access the Services offered by the Website;

“Brief” means the concise statement of the instructions and guidelines for a Challenge prepared by a partner or Viva Technology;

“Challenge” means an invitation for proposals to solve a specific problem or challenge issued by a partner or by Viva Technology, who may offer an award for the winning Deliverables submitted via the Website by a Member registered to participate in the Challenge, and in accordance with the Challenge Rules;

“Challenge Rules” refers to the rules applicable to a Challenge and which are binding between the partner and each Challenge participant. In the event of discrepancies or contradictions with the T&Cs, the Challenge Rules shall prevail;

“Community” refers to all Members of the Website;

“Deliverables” all submissions, original ideas, documents or other materials (such as presentations, videos, etc.) uploaded to the Website by Members in response and as a solution to a specific Challenge;

“Member” means any individual having an Account on the Website;

“Services” means all products, services, content, features, technologies or functions delivered by us via the Website; and

“Partner” means the company or organization that co-organizes a Challenge and submits a Brief and Challenge to Members via the Website.

4. Opening an Account

A. Conditions

Only professionals can open an account, i.e. any natural or legal person, public or private, who acts, including through the intermediary of another person acting in his name or on his behalf, for purposes falling within the scope of his commercial, industrial, craft, liberal activity.

You must be 18 years or older. You must be 18 years or older to use our Services, and by opening an Account you declare that you meet this condition.

You must have authority to bind your business. You confirm that you have authority to bind any business or entity on whose behalf you use our Services, and that business or entity accepts these terms.

B. Creating an Account

The Website allows Members to view and enroll in Challenges and to interact with other Members, Partners or Viva Technology through message boards, chat, email and messaging. You can view the Briefs and Challenges if you are not registered, but you cannot enroll in or participate in a Challenge without first opening an Account and becoming a Member.

To create your Account, you shall complete the mandatory fields in the registration form (e.g., name, email and password). An Account activation link will be emailed to you; your Account is activated once you click on the link.

To open an Account, you must have read and accepted these T&Cs and our Privacy Notice.

C. Accuracy of Account

You warrant that your profile Account contains accurate and true information, and that you will update it, as needed.

D. Password

You are responsible for keeping your Account password confidential. You agree to inform us if there is an unauthorized use of your Account or a security breach, such as loss or theft of your login information.

5. Services

The Website is an online innovation platform on which Partners can create and post Briefs and Challenges in which Members can participate, subject to the specific conditions of each Challenge as set out in the Challenge Rules.

As a Member:

- you may access a personalized space on the Website that contains your profile, allows you to view the Challenges in which you have enrolled, and to communicate and exchange messages, including by email and chat, with Members, Partners, and Viva Technology;
- you may register for Challenges, provided you meet the conditions of the Challenge Rules;
- you may participate in a Challenge, individually, as a representative of a business entity, or by creating or joining a team, as specified in the Challenge Rules;

- you may upload Deliverables in response to a Challenge, as specified in the Challenge Rules;
- you may retrieve the data and Deliverables that you submitted during your participation in a specific Challenge, as specified in the Challenge Rules.

Partners may offer awards for the winning Deliverables submitted by Members registered to participate in a Challenge, in accordance with the Challenge Rules.

Partners are solely responsible for assessing all Deliverables and independently decide, in accordance with their own criteria, on the winner(s) of a Challenge. Decisions made by Partners are considered final.

6. Content posted by you on the Website

You may communicate with other Members, Viva Technology or Partners via the Website. Any information you provide on the Website, both during registration and use of the Services (such as, public message board postings, emails, chats, Deliverables, etc.) is subject to the following:

- You agree that content posted by you will be accurate and will not: (i) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity or privacy, or (ii) violate any law (including export control, unfair competition, anti-discrimination or false advertising).
- Regarding Deliverables, you guarantee that (i) you are the owner or authorized user of the intellectual property contained in your Deliverable and that (ii) you are not required to transfer your rights over the Deliverable to a third party pursuant to an employment relationship or other contract; or that (iii) you have obtained any necessary authorizations from your employer or co-contracting party before submitting the Deliverables. At any time, you may be asked to make legally binding warranties and representations to the Partner in relation to a Deliverable or any specific information that you submit.
- You are solely responsible for the content that you publish or upload to the Website, and for the transfer of technologies or information with which you are involved. Viva Technology expressly disclaims any liability or responsibility thereto.

7. Member Rules of Conduct on the Website

There are certain rules that apply to Members. When using our Website, you agree:

- to not submit to us or other Members, the jury, or Partners false, misleading, malicious or fraudulent information;
- to not post content of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or

xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging illegal activities, or more generally content that is contrary to good morals or the purposes of the Website;

- to not infringe the rights and image of Viva Technology, such as its intellectual property rights;
- to not open more than one Account on the Website or open an Account in the name of a third party;
- to not use the Account of another Member;
- to not try to bypass the Website, such as by trying to contact or send a Partner your Deliverables outside of the Website;
- to not transfer data that contains viruses, worms, Trojan horses or any computer file or program that could interrupt, destroy or limit the functioning of any computer or network linked directly or indirectly to the Website;
- to not use any device, software or routine that could interfere with the proper working of the Website or which is intended to damage, interfere with, intercept or expropriate any system, data or personal information;
- to not to take any action (such as, spamming) that imposes an unreasonable load on our Website;
- to not violate the principle of confidentiality, which may exist within the framework of a Challenge; and
- to, more generally, not to act in a way that violates the law or breaches these T&Cs.

8. Confidentiality

Within the framework of a Challenge, you may be required to maintain certain information confidential.

You agree to defend, indemnify and hold Viva Technology harmless, from and against all claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal fees, arising from your unauthorized and prohibited disclosure of confidential information.

9. Intellectual Property Rights

A. Member grant of license to Viva Technology

For the purposes of our Website and to enable the Services, you grant Viva Technology a non-exclusive license, free of charge, for the entire world and for one year, to use the Deliverables and the content that you submit on the Website. Specifically, you authorize us

to display, distribute, publish, reproduce, represent, adapt, use and translate any content you provide, and to broadcast it via the Website and any other communication protocol and to share it with the public, Community and Partners.

B. Viva Technology's IP Rights / Limited License

This Website is controlled and operated by Viva Technology. Our proprietary software, and our materials on the Website, including logos, trademarks, trade names, images, text, illustrations, audio, video files and the selection, coordination and arrangement of such materials, are protected by copyrights, trademarks, service marks, or other proprietary rights which are either owned by us or owned by other parties who have licensed their intellectual property to us, and all other trademarks, service marks, and trade names used on the Website are the property of their respective owners.

Subject to being a Member, Viva Technology grants you a non-exclusive, revocable, personal and non-transferable license, to use the Website, for your personal and private use, on a non-commercial basis and in compliance with the purposes of the Website.

You are prohibited from any other use or exploitation of the Website and Services, and their content, without the prior written permission of Viva Technology. Notably, you are prohibited from:

- reproducing, adapting, distributing, publicly representing and disseminating the Website, the Services, Briefs, Challenges and the content of the Website;
- extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of the Website;
- copying, modifying, creating a derivative work of, reverse engineering, reverse assembling or otherwise attempting to discover any source code;
- modifying or attempting to modify the Website in any manner or form, except that you have the right to modify your self-generated content on the Website;
- framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including Challenge descriptions, images, text, page layout, or form);
- using any meta tags or any other "hidden text" with Viva Technology's name or trademarks.

Any unauthorized use by you which contravenes the above terminates the license granted by us.

All new versions, updates or changes to our Website, Services or related content shall be subject to these T&Cs. Viva Technology reserves all rights not expressly granted by the present T&Cs.

C. Remedies

If you believe that your legitimate intellectual property rights have been violated by the introduction of certain content on the Website, you must notify Viva Technology and provide us with the following:

- Your contact information. If the claim is on behalf of a third party, please include proof of your right to represent the third party;
- Identification of the specific Website content that you consider is protected by intellectual property rights as well as its location on the Website (indicating the URL link);
- Accreditation of the aforementioned intellectual property rights; and reasons for the supposed violation.

10. Role of Viva Technology/ Limitation of liability

Viva Technology has no control over the behavior of Members, Partners, or other users of its Website. We do not control the information provided by others that is made available through the Website; other user's information may be inaccurate.

By accepting these T&Cs, you acknowledge that Viva Technology does not control in any manner the nature, quality, legality or timing of Challenges. You agree that Viva Technology, in its capacity as an intermediary, does not provide any Challenges and is not a party to any agreement entered into by you and the Partner with respect to a Challenge.

Viva Technology has no control over, and is not responsible for the acts or omissions of Partners, or the quality, accuracy or legality of the Briefs or Challenges. We do not endorse any Partner.

Members act under their sole and full responsibility.

In its capacity as an intermediary, Viva Technology cannot be held liable if a Challenge fails to occur as intended, such as because of:

- erroneous information communicated by the Partner in its Brief or Challenge, or by any other means, with regard to the Challenge and its terms;
- cancellation or modification of a Challenge by a Partner;
- non-payment of the prize or award by a Partner;
- the behavior of its Members during, before or after a Challenge or at any other time.

Moreover, Viva Technology cannot be held liable if a Challenge fails to occur as intended because of a force majeure event or an event beyond our reasonable control.

We are not responsible for the content or use of any Deliverables, for the Member's lack of success in a Challenge, for any damage caused to a Member by Partners, for any indirect

damage such as financial loss, loss of business or moral damage that a Member may suffer through its use of the Website or by participating in a Challenge.

You agree to look solely to the Partner for any claims you may have regarding information provided by the Partner. If you have a dispute with another Member, you hereby release Viva Technology from all claims of any kind arising out of such dispute.

Viva Technology shall not be liable to you for any damages, claims, expenses or other costs you incur as a result of third party claims related to your use of the Services. You agree that you will be responsible for, and at Viva Technology's request, defend Viva Technology from third party claims arising out of information you provide to Viva Technology for publication or any breach by you of these T&Cs.

You agree that regardless of any statute or law to the contrary, any claim or cause of action related to your use of the Services must be filed within one (1) year after such claim or cause of action arises, or be forever barred.

11. Account suspension, restrictions of access and termination

You can terminate your contractual relations with Viva Technology and close your Account at any time by clicking on the "Delete your profile" tab on your profile page or by contacting Viva Technology. The termination takes effect immediately.

If you breach your undertakings as set out in these T&Cs or if we have genuine reason to believe that the security and integrity of Viva Technology, its Members, Partners, or third parties are at risk, we reserve the right to:

- immediately terminate these T&Cs binding you and Viva Technology; and
- temporarily or permanently suspend your Account.

When this is necessary, you will be notified of such measures to enable you to respond. Viva Technology will decide, at its sole discretion, whether to lift the measures put in place.

12. Personal Data We collect and process some of your personal data

In using the Website and registering as a Member, you acknowledge and accept the processing of your personal data by us as set out in our Privacy Policy Notice.

13. Operation, availability and functionalities of the Website

We shall try as far as possible to maintain the Website continually accessible. But access to the Website or the use of certain features may be suspended or disrupted without notice, due to technical maintenance, migration, or updates, or owing to outages or constraints linked to the network or for other technical reasons.

We reserve the right to modify or suspend all or part of your access to the Website or its features, at our sole discretion, temporarily or permanently.

You acknowledge the inherent characteristics and limits of the Internet described below:

- Internet data transmissions are only relatively reliable, as they circulate over heterogeneous networks with varying technical characteristics and capacities. As a result, no one can guarantee that the Internet will work properly;
- Data circulating on the Internet can be hacked, so the transmission of passwords and PINs and, more generally, any sensitive information is carried out by the Member at its own risk;
- It is the Member's responsibility to take all appropriate measures to protect its own data stored on its servers from virus contamination and attempts by third parties to break into its computer system.

Viva Technology shall not be held liable for any malfunction linked to the Member's network problems, Internet access or technical equipment or for its non-compliant use of the Websites, an error by the Member in the use of the Websites, or a third-party application not integrated by Viva Technology. Similarly, it is the Member's responsibility to check that the Website is compatible with the browser and the version of the browser it uses.

14. Hyperlinks

Our Website contains links to other websites. We do not control those websites and are not responsible for their content. By including these links, we are not endorsing the material on those websites or implying any association with their operators.

15. Modification of the T&Cs

These T&Cs and the documents integrated by reference express the entire agreement between you and Viva Technology relative to your use of the Website and the Services.

Viva Technology may modify these T&Cs to adapt to its technological and commercial environment, and to comply with the law. Any modification to these T&Cs will be published on the Website with mention of the effective date, and you will be notified by Viva Technology before the changes take effect at least 15 days before the changes.

16. Applicable law and dispute resolution

These T&Cs are governed and construed in accordance with French law, without giving effect to any principles of conflicts of law.

We invite you to submit to us any complaints that you might have using the contact information : contact@vivatechnology.com. Viva Technology will answer you as soon as possible to try to find an amicable solution to the complaint.

If the dispute cannot be settled amicably, you irrevocably agree to submit all disputes to the jurisdiction of the competent court of Paris, France.

17. Webhosting AMAZON WEB SERVICES

Region of operations (i.e. servers location) :

eu-west-3 (Paris, France)

Headquarters:

Amazon Web Services,
Inc. P.O. Box 81226 Seattle,
WA 98108-1226
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19. Effective Date

27/11/23