

GEOTREND SAS

General Terms of Use

These general terms of use (hereinafter referred to as the "Terms") are entered into between GEOTREND S.A.S., a *Société par Actions Simplifiée* incorporated under the laws of France, registered under the number 839 435 484 RCS Toulouse, with share capital of EUR 20,000.00, with its Registered Office and Head Office at 57 avenue Jean Monnet, 31770 Colomiers, France, and any person using GEOTREND (hereinafter referred to as the "User") (hereinafter referred to collectively as the "Parties" or individually as a "Party").

WHEREAS

(A) The User wishes to access GEOTREND and use the Service for its own internal business needs.

(B) These Terms define the legal terms and conditions governing access to and use of the Service by the User. They are published and available online on GEOTREND Platform available on www.early.geotrend.fr or www.app.geotrend.fr. Access to and use of the Service are subject to acceptance of these Terms, as amended from time to time by GEOTREND.

(C) The User shall, and shall ensure that any natural person, such as employees, staff or other agents, acting on behalf of the User and using the Service, read carefully these Terms (or otherwise obtain knowledge thereof) applicable prior to the first access to the Service and each time these Terms are updated.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 The titles of the articles ("Articles") of the Terms are inserted for convenience of reference only and shall not affect the interpretation of the Terms.

1.2 Unless otherwise defined, capitalised terms, singular or plural, used in the Terms shall have the meaning set out below:

"GEOTREND"	means GEOTREND SAS;
"Confidential Information"	means all information made available to the User via the Service or otherwise made available by GEOTREND to the User;
"Control"	means for a company to either directly or indirectly: a) hold a majority of the voting rights in a third party; or b) have the right to appoint or remove a majority of the third party's board of directors, supervisory board, or any other body in charge of or controlling the management of the third party; or c) have the right to exercise a dominant or decisive influence over the third party and "Controlled" shall be construed accordingly.
"Intellectual Property Rights" or "IP Rights"	means any intellectual and industrial property rights including but not limited to all rights in patents, utility models, semi-conductor topography rights; copyrights, authors' rights, trade marks, brands, domain names, trade secrets, know-how and other rights in information, drawings, logos, plans, database rights, technical notes, prototypes, processes, methods, algorithms, any technical-related documentation, any software, registered designs and other designs, in each case, whether registered or unregistered and including

	applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
"Malicious Code"	means any act from individuals (external or internal to the User or GEOTREND) that are deliberately made with the intention to cause any damage on the Service and/or User's systems, including without limitation virus, worms, time or logic bombs, Trojan horses and other disabling program code, routine or instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files, systems or operations, or any other similar code;
"Search"	means a search performed by entering a keyword sentence with simple syntax rules (OR / AND, etc...) in the dedicated box available on the Service and enabling a dynamic report provided to the User through a self-service, user-friendly and full filterable interface.
"Service"	means the access to and use of the hosted, on-demand, web-based tool named "Geotrend", offered by GEOTREND on a software-as-a-service (SaaS) basis, including notably any and all updates and upgrades thereto (if any), in accordance with these Terms.

2. DURATION

- 2.1 Subject to full payment of the applicable Fees for the Credits initially purchased, these Terms shall enter into force on the date of first access to the Service by the User or the date when the first Search is run by the User (or any natural person on the User's behalf) whichever is earlier (the "Effective Date"), and shall, unless earlier terminated in accordance with Article 10 "Termination", remain in full force and effect until the latest date of expiry of the validity period associated with any Credit(s) purchased by the User (the "Term"). For the avoidance of doubt, in case the validity period applicable to any Credit(s) expires and the User has not purchased any additional Credits before that expiry date, these Terms shall automatically and immediately expire, without prejudice to the User's right to further enter a new agreement with GEOTREND to access the Service.
- 2.2 Notwithstanding the foregoing, any Articles hereof which by their nature shall survive expiry or termination of the Terms shall remain in full force after such expiry or termination, including but not limited to Article 7 "Intellectual Property Rights", Article 11 "Warranty and Liability", Article 12 "Confidentiality and Publicity" and Article 16 "Applicable Law and Settlement of Disputes".

3. USE OF THE SERVICE

- 3.1 Subject to the User's compliance with these Terms, GEOTREND hereby grants to the User, for the duration of these Terms, a worldwide, non-exclusive, non-transferable and non-sublicensable, right to access and use the Service for its own internal business purposes, subject to the payment of all applicable Fees in accordance with these Terms.
- 3.2 Any other rights are expressly excluded. In particular, the User shall not, and shall not authorize a third party to, without limitation,
- (i) extract, all or any part of the Service and/or its content (including by doing and using any screenshot of GEOTREND), or create any derivative work from all or part of the Service and/or its content, without prejudice of the User's right to use the results of any Search run through the Service;
 - (ii) reverse engineer, decompile, disassemble or transform, in any way the object code of the Service into source code or in any other way attempt to discover, copy, transfer or distribute source code or underlying ideas or algorithms of the Service;

- (iii) duplicate, provide, distribute, sublicense, assign, share, sell, rent, lease, loan, use the Service for timesharing or service bureau purposes or otherwise allow others to use the Service or the right to use the Service in any way for the benefit of third parties;
- (iv) remove, delete, fail to attach or modify any copyright, droits d'auteur, trademark or any other proprietary right notice or logo of GEOTREND, or its suppliers, including in relation to any report or other document (diagram, map, etc.) generated by the User while using the Service;
- (v) use any data mining, robot, automatic extraction tool or any similar data extraction process or copy all or part of the Service, or otherwise use the Service in an abusive manner through automated machineto-machine processes;
- (vi) bypass or circumvent any measures employed to prevent or limit access to the Service;
- (vii) link to any portion of the Service for any purpose;
- (viii) list or otherwise display or copy any code of the Service;
- (ix) use any device, software or routine that interferes or attempts to interfere with the normal operation of the Service or take any action that imposes an unreasonable load on GEOTREND equipment; or
- (x) anyway use the Service for any purposes other than those expressly authorized by the Terms.

3.3 GEOTREND will do reasonable efforts to have experts available to reasonably assist the User in the context of its use of the Service, during working hours (from Monday to Friday, from 9.00am to 12.00am and from 2.00pm to 5.00pm, French time), by email at support@geotrend.fr. GEOTREND will respond to the User by return of email.

3.4 GEOTREND will automatically replace the Service made available to the User under these Terms by any publicly available upgraded version of the Service that GEOTREND may develop at its discretion. GEOTREND undertakes that any upgraded version of the Service will at least provide similar functionalities as the former version.

3.5 GEOTREND reserves the right at any time and from time to time to modify or temporarily discontinue or suspend access to the Service (or any part thereof) with or without notice including, without limitation, the right to delete, modify and/or vary any elements, features and functions of the Service, for support, maintenance or service management purposes.

The User agrees that GEOTREND shall not be liable to the User or any third party for any such modification, suspension or discontinuance of the Service. In addition, and without limitation, GEOTREND reserves the right, at any time, without prejudice to its other rights and without prior notice, to restrict or suspend access to all or part of the Service temporarily or permanently

- (i) to comply with legal and/or regulatory requirements or
- (ii) in case of alleged or actual infringement of Intellectual Property Rights, or
- (iii) in the event the User in GEOTREND ' reasonable opinion do not comply with any provision of the Terms.

4. ACCESS TO THE SERVICE

4.1 Each natural person acting on behalf of User shall be provided with a personal and confidential identification code, at GEOTREND' discretion, either by GEOTREND or by an independent, reputable and reliable organization. Each and every access, use and operation of the Service with

an identification code shall be deemed to have been made by the corresponding natural person, on behalf of the User.

4.2 The User shall ensure, at its own expense, that:

4.2.1 each identification code is used by the corresponding natural person only and is personal to such person;

4.2.2 identification code shall not be communicated to or shared with any person other than the corresponding natural person;

4.2.3 the access rights granted to each natural person shall cover only those functions necessary to carry out their tasks, and that each natural person accesses and uses the Service in accordance with the specific rights the corresponding natural person has been granted;

4.2.4 no one else than natural persons acting on behalf of the User can access the Service with the User's identification code(s);

4.2.5 The User (and any natural persons acting on its behalf) shall not:

- a. use the Service for any activity or behavior which is illegal, non-business related, offensive, conflicts with GEOTREND' interests, damages GEOTREND, affects third party interests or privacy, or is otherwise inappropriate;
- b. change in any way the configuration of the Service (except for customizations to its user interface) without prior written authorization of GEOTREND;
- c. cause security breaches or disruptions of the Service (security breaches include, but are not limited to, bypassing User authentication, accessing data of which the User is not intended recipient, logging into a server or account that the User is not expressly authorized to access or circumventing security measures of any aspect of the Service);
- d. continue using the Service when they are no longer entitled to do so.

4.3 Should the User become aware of any potential risk that an identification code could be or could have been disclosed to anyone other than the corresponding natural person, then the User shall, without any delay, cancel the access to the Service in respect of such identification code and related natural person and notify GEOTREND of such potential risk and of such cancellation of the identification code, notwithstanding GEOTREND' rights to cancel such access.

4.4 The User shall be solely responsible for compliance of any natural person, such as employees, staff or other agents, acting on behalf of the User and using the Service, with the provisions of the Terms. For this purpose, the User shall make the Terms available and timely enforce their provisions.

5. OTHER OBLIGATIONS OF USER

5.1 The User represents that it has the capacity to enter into these Terms.

5.2 The User shall, at its own costs and under its sole responsibility and liability, procure, install and maintain the information technology equipment, network and internet connectivity necessary to access the Service. Traffic or access fees charged to the User as a consequence of the use of the Service are subject to the general terms applicable between the User and the User's internet service provider or mobile network operator. The User understands the risks associated with the use of the internet, including, without any limitation, unavailability of the Service, non-

confidentiality or loss of integrity of the data transmitted by the User, potential virus attacks, etc. The User shall use all care and means available in the state of the art necessary to prevent intrusion of any third party and/or Malicious Codes into the Service and to protect any data, including data from the User, made available via the Service.

6. FINANCIAL CONDITIONS

6.1 Credits. The use of the Service, and the running of Search thereby, is subject to the User's purchase of Credits packages. Each Credit in a purchased Credit package shall have a validity period, beyond which the related Credits shall no longer be valid. The User may purchase additional Credits during the Term, which may then be extended in accordance with Article 2.1. In case of purchase of additional Credits during the Term, and if the User still had valid unused Credits before purchasing these additional Credits, the validity period applicable to all valid unused Credits shall be extended until the end of the validity period applicable to the newly purchased additional Credits. The result of any Search run on the Service further to the use of a Credit will remain available to the User on the Service for review and downloading during the entire Term, i.e., during the validity period of the Credit used to perform the Search (and extended if additional Credits are purchased as per this Article 3.3).

6.2 Fees. In order to access the Service, including running Searches and browse past Search results, the User shall purchase credits ("Credits"), one Credit to be used to run one Search. The price of the Credits packages shall be fixed by GEOTREND on the Service's website available at www.geotrend.fr (without prejudice to any specific agreement with the User which shall in any case prevail) (the "Fees").

6.3 Invoicing. The Fees shall be paid by CLIENT in advance, by any available means on the Service's website. Fees for Credits are fully non-refundable, which the User acknowledges.

6.4 Late payments. In case of any payment delay, the User shall incur penalties for late payment, without any prior notice requirement. Penalties applicable to the User shall be equal to three (3) times the French legal rate of interest per day of delay. In addition, the User shall incur the recollection indemnity of EUR 40.00 or any other amount set forth by applicable law.

6.5 Taxes. The fees and other compensation do not include taxes. Value added tax and turnover tax at their respective statutory rates must be additionally paid by the User.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Preexisting elements.

7.1.1 Each Party retains all its ownership and Intellectual Property Rights on any of their pre-existing materials. Nothing in these Terms shall be construed as implying the transfer of any Intellectual Property Right from one Party to the other Party.

7.1.2 GEOTREND own all rights and title in the Service. The Service, including, without limitation, distinctive logos and product marketing and all patented information, copyrights, droits d'auteur, trademarks, trade names, drawings, pictures, databases and any other Intellectual Property Rights in and to the Service and all data available through the Service, including also any report or other document (diagram, map, etc.) generated by the User while using the Service, are the exclusive property of GEOTREND. GEOTREND retain and reserve any rights related to Service that are not expressly granted to the User hereunder.

7.2 Use of the Service. Subject to the User's compliance with these Terms, GEOTREND hereby grants to the User a license to use the Service under the conditions detailed in Articles 3.1 and 3.2.

7.3 Infringement Warranty

- 7.3.1 The User shall immediately inform GEOTREND in case of any claim, suit or action being brought by a third party against the User with respect to the Services on the basis of the infringement of third parties' Intellectual Property Rights by the Service.
- 7.3.2 GEOTREND agrees to support the defense of the User against any claim alleging that the regular use of the Service by the User infringes the Intellectual Property Rights of any third party by answering the User's reasonable related information requests, provided the User notifies GEOTREND in writing of any such claim within fifteen (15) calendar days from the date it has become aware of the latter. Further, the User shall
- (i) inform GEOTREND of all the specific of the claim;
 - (ii) provide to GEOTREND all data, papers and records within the User's control or possession relating to such claim or suit;
 - (iii) refrain from admitting any liability or making any payment or assuming any expenses, damages, costs or royalties or otherwise acting in a manner prejudicial to the defense or denial of such suit or claim;
 - (iv) fully co-operate with, and render all such assistance to GEOTREND as may be pertinent to the defense or denial of the suit or claim; and
 - (v) act, in such way, as to mitigate damages and/or reduce the amount of royalties that may be payable as well as to minimize costs and expenses. GEOTREND shall be entitled, either in its own name or on behalf of the User, to conduct negotiations with the party or parties alleging infringement and may assume and conduct the defense or settlement of any suit or claim in the manner which it deems proper.
- 7.3.3 GEOTREND' obligations and the User's remedies hereunder shall be conditional upon the strict and timely compliance by the User with the conditions of these Terms and are exclusive and in substitution for, and the User hereby waives, releases and renounces all other obligations and liabilities of GEOTREND and rights, claims and remedies of the User against GEOTREND, express or implied, arising by law or otherwise with respect to any infringement or claim of infringement of any copyright.

8. DATA PROTECTION

- 8.1.1 The Parties undertake to comply with all applicable data protection law, including notably Regulation (UE) 2016/679 dated April 27, 2016 (applicable from May 25, 2018), in relation to any processing of personal carried out in the frame of these Terms.
- 8.1.2 GEOTREND is authorized to process personal data on behalf of User to provide the Service. The personal data processed by GEOTREND will notably include the names and emails of the natural persons using the Service on the User's behalf.
- 8.1.3 GEOTREND, as a data processor,
- (i) shall only process personal data provided by the User upon documented instruction of the User and for the purpose of these Terms,
 - (ii) inform User before giving any sub-processor access to the User's personal data and enable the User to object, it being specified that GEOTREND will remain liable for sub-processors' compliance with these Terms,
 - (iii) make available to the User the relevant information reasonably necessary to show GEOTREND' compliance with its obligations, including notably for audit purposes,

- (iv) implement (and procure that all its personnel and sub-processors, if any) the security and confidentiality measures reasonably required in light of the risks related to the Services as documented in "GEOTREND - Platform Security Measures (Appendix 1)",
- (v) immediately notify the User in case of security breach affecting its personal data,
- (vi) reasonably assist the User to respond to any request from a data subject aimed at exercising its rights (including its rights of access, rectification or opposition),
- (vii) reasonably provide assistance to the User for its data protection impact assessments, and
- (viii) upon expiry or termination of these Terms, destroy or return to the User any User's personal data (at User's option) except when and to the extent required by applicable law.

8.1.4 The User, as the data controller, shall

- (i) document in writing all its instructions to GEOTREND in relation to the processing of its personal data,
- (ii) supervise the processing of personal data entailed by the Services. The User further undertakes not to include personal data as key words in the Search box of GEOTREND while using the Service.

9. SUB-CONTRACTING

GEOTREND is entitled to freely subcontract all or part of the Service without the User's consent. Any subcontractor appointed by GEOTREND shall remain under GEOTREND' responsibility and GEOTREND shall remain fully liable to the User for the proper performance of the provisions of these Terms as if no such sub-contract had been entered into.

10. MODIFICATION OF TERMS

GEOTREND shall be entitled to modify, adapt or amend these Terms at any time and each update or new version of the Terms will be published online and notified to the User by email at least one (1) month before entry into force. The User's continued access to and use of the Service, and specifically the purchase of additional Credits, after the date of entry into force specified in any update or new version of these Terms will be deemed as the User's acceptance of any modified terms. If the User disagrees with a modification and adaptation of the Terms and notifies GEOTREND of its disagreement prior to the modification or adaptation entering in force, the previous (i.e., nonupdated) version of the Terms will remain applicable until the entry in force of the revised terms and will terminate on that date as of right (de plein droit).

11. TERMINATION

11.1 Termination for breach. In the event that the User fails to comply with one or more of its obligations under these Terms, GEOTREND may give the User written notice of such breach at any time. The User shall remedy such breach within ten (10) calendar days from receipt of such notice. In the event that

- (i) the User does not remedy such breach within ten (10) calendar days or as otherwise agreed, or
- (ii) the breach may not be remedied, then, the User shall, without incurring any liability whatsoever, have the right to terminate, without having to file any claim before the competent Court to this effect, whole or part of these Terms "as of right" (de plein droit), by giving written notice of termination to the User, without prejudice to GEOTREND' rights to claim damages and/or any other remedies.

11.2 Consequences. Upon expiration or termination, for whatever reason, of all or part of these Terms, the User shall immediately, at GEOTREND' discretion,

- (i) cease to access the Service, and
- (ii) return or destroy, except in the event that a legal dispute/action arises or is raised between the User and GEOTREND under the Terms, all Confidential Information and more generally data and content the User may have held or copied from the Service. In addition, upon expiration or termination, for whatever reason, of all or part of these Terms, the User shall not have access any longer to any results of Searches run during the Term.

12. WARRANTY AND LIABILITY

12.1 The Service is made accessible on an “as is” and “as available” basis. GEOTREND gives no warranty nor represents, without limitation, that

- (i) the Service will meet the User's requirements or needs,
- (ii) the Service will be uninterrupted, timely, or free from material defaults and errors,
- (iii) the information that may be displayed through the Service (including any result of a Search) will be accurate, up to date or reliable,
- (iv) the quality of any data, information or other material collected, processed and used via the Service will meet the User's expectations or needs and that such data, information and other material will be default and error free, or that any errors will be corrected. GEOTREND reserves the right to correct any errors in the Service or other material collected, processed and used via the Service. Although GEOTREND intends to take reasonable steps to prevent the introduction of Malicious Code to the Service, GEOTREND does not guarantee or warrant that the Service or any data, information and other material that may be displayed on or downloaded from the Service do not contain any Malicious Code. GEOTREND is not liable to the User for any damages or harm on these grounds.

12.2 If the User relies on the Service or any materials or information available through the Service, notably (but without limitation) to make business, commercial or technical decisions its business or otherwise, the User does so solely at its own risks and acknowledges that GEOTREND shall have no liability in this respect. The Service may contain various combinations of text, images, audio-visual productions, opinions, statements, facts, articles or other information created by GEOTREND, or by third-parties. Accordingly, such content is for the User's reference only and should not be relied upon by the User for any other purpose than the one related to the purposes of the Service. The access to the Service granted by GEOTREND to the User and the provision of feedback by the User to GEOTREND shall not be construed as relieving the User from any liability with respect to the use of the data generated by the Service and/or any decision made by the User further to the use of the Service.

12.3 Hyperlinks to third party's websites, tools and contents may be available on the Service. The User acknowledges that these hyperlinks and the websites, tools and contents they direct to

- (i) may be accessed by the User under its own and exclusive responsibility,
- (ii) are subject to the general terms applicable between the User and website, tool or content owner or provider, and
- (iii) may be accessed by the User under its own and exclusive responsibility may not trigger GEOTREND' liability in any way whatsoever.

- 12.4 GEOTREND, its officers, employees, contractors, content providers, representatives, agents, directors, officers and shareholders, managers, licensors and insurers shall not be liable for any loss or damage arising from or otherwise in connection with the User's use of the Service or of any material or information on the Service.
- 12.5 The User agrees to indemnify and hold harmless GEOTREND from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by the User of the Terms or any breach by the User of User's representations and warranties under the Terms.
- 12.6 Each Party shall be solely liable for, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgments, expenses and costs (including legal fees) or the like in any way connected with the death of or injury to any person whomsoever, or loss of or damage to any property of any person, entity or company (including the other Party) when arising out of or having its origin in the acts or omissions of, the Party in connection with the performance of these Terms.
- 12.7 Notwithstanding anything in these Terms, GEOTREND' liability under these Terms shall be limited to the total amount of Fees paid by the User during the last consecutive twelve (12) months preceding the event.
- 12.8 Nothing in these Terms shall operate so as to exclude or limit the liability of either Party to the other for death or personal injury arising out of negligence, or for any other liability which cannot be excluded or limited by law.
- 12.9 Should a force majeure event, as defined by applicable law, disturb or prevent access to and use of all or part of the Service, GEOTREND shall not be liable for the consequences for the Client that result from such force majeure event.

13. CONFIDENTIALITY AND PUBLICITY

13.1 Confidentiality

13.1.1 In consideration of receipt of Confidential Information from GEOTREND, the User shall:

- (i) treat all Confidential Information received from the GEOTREND as proprietary and confidential and, unless expressly authorized in writing to do so by GEOTREND, shall not disclose any Confidential Information to third parties (except as provided herein) and shall only use such Confidential Information for purposes of receiving the Service;
- (ii) only disseminate Confidential Information to Users to the extent that such Users have a demonstrable need to know the same in order to carry out their tasks in relation to the Service;
- (iii) ensure that all Users who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this Article;
- (iv) promptly notify GEOTREND if it becomes aware of a breach of any provision of this Article by any of its Users and take all the necessary measures to ensure that the disclosures in breach of this Article cease immediately;
- (v) except as authorized in writing by GEOTREND, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for receiving the Service;

- (vi) protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;
- (vii) not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;
- (viii) not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody any Confidential Information that is provided to the User.

13.1.2 Upon written request of GEOTREND, the User shall promptly destroy and certify the destruction of or promptly return to GEOTREND part or all of the disclosed Confidential Information and all copies thereof except when the User is required to keep one copy of documents disclosed by the User for the purpose of complying with any applicable statutory and/or regulatory requirements.

13.1.3 The obligations contained in this Article shall not apply to Confidential Information for which the User can provide documentary evidence that:

- (i) it was in the public domain at the time of disclosure or becomes part of the public domain after disclosure other than through a breach of this Article; or
- (ii) it was in its lawful possession prior to disclosure to it by GEOTREND or which is lawfully and bona fide obtained thereafter by the User from a third party; or
- (iii) it was independently developed by the User without prior knowledge of any Confidential Information obtained from GEOTREND; or
- (iv) which has to be disclosed by reason of a governmental or judicial order or applicable law. In such a case, the User having received such an order or being subject to such applicable law shall inform GEOTREND of its obligation to disclose Confidential Information, if possible, prior to such disclosure. If GEOTREND wishes to counter such order or applicable law, the User shall assist it in doing so.

13.1.4 The User shall protect Confidential Information with, at least, the same degree of care as it uses to protect its own confidential information, but in no instance shall such standard be less than reasonable care for highly sensitive data.

13.1.5 The confidentiality obligations in this Article shall remain binding upon the Parties for the duration of the Terms and for five (5) years from the date of expiration or termination of these Terms.

13.2 Publicity and public announcements. The User shall not use, reproduce or imitate for any purpose whatsoever nor shall it refer to, in the form of public announcement or news release, any of the filed or registered trademarks of GEOTREND unless prior written consent is given by GEOTREND, as appropriate.

14. ASSIGNMENT AND TRANSFER

14.1 Assignment and transfer by GEOTREND. To the extent permitted by law, it is expressly agreed between the Parties that GEOTREND is entitled to assign at any time any benefits, rights and remedies of GEOTREND and/or transfer all or part of its obligations under these Terms to any successor or third party whatsoever, upon written notice to the User.

14.2 Assignment and transfer by the User. The User may not assign any of its benefits, rights and remedies and/or transfer any of its obligations under these Terms to any other third party without the prior written consent of GEOTREND. In the event such consent is given, the User shall remain jointly and severally liable to GEOTREND and/or any assignee of the User for all obligations hereunder.

15. EXPORT REGULATIONS - OFFICIAL AUTHORISATION EXPORT LICENCES

15.1 The Service or part of the Service may be subject to national or international export laws and regulations (hereafter referred to as "Export Regulations"), which may include U.S. export Laws and Regulations, and the Parties acknowledge that any use of the Service contrary to such Export Regulations is prohibited.

15.2 If the User transfers any data made available through or on the Service to a third party, the User shall comply with all Export Regulations. If required to enable authorities or GEOTREND to conduct export control checks, the User, upon request by GEOTREND, shall promptly provide GEOTREND with all information pertaining to the particular end-user, the particular destination and the particular intended use of the data made available through or on the Service, as well as any existing export control restrictions. The User shall indemnify and hold GEOTREND harmless against any losses, damages, fees or monetary sanctions imposed as a result of the User's failure to comply with any Export Regulations, and the User shall compensate GEOTREND for all losses and expenses resulting thereof, unless User can prove that such noncompliance was not caused by fault of the User.

16 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

16.1 **Applicable law.** These Terms shall be construed according to French laws.

16.2 Settlement of Disputes

16.2.1 In the event of a dispute, controversy or claim ("Dispute"), arising out of or in connection with these Terms including any question regarding its existence, validity or termination, the Parties shall use their best endeavours to immediately resolve the Dispute amicably following a notice of dispute addressed to the other Party.

16.2.2 If, within a period of one (1) months from receipt of the notice of a Dispute, the Parties fail to resolve amicably the Dispute, then such Dispute shall be finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three (3). The place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.

16.2.3 For the avoidance of doubt recourse to jurisdiction is expressly excluded except as provided for in the International Chamber of Commerce Rules of Arbitration concerning conservatory and interim measures.

17 MISCELLANEOUS

17.1 **Amendments.** These Terms shall not be amended except by a specific agreement in writing signed by duly authorized representatives of the Parties.

17.2 **Notices.** Unless otherwise agreed by the Parties, any communication between the Parties in respect of these Terms shall be in writing and shall be sent by mail, registered mail, electronic mail, facsimile or messenger service. Notices shall be sent to the address of either Party as mentioned on the first page of these Terms. The date of delivery of any such notice or communication shall be the date of dispatch, if delivered by hand, courier or fax, or three (3) calendar days after mailing, if delivered by mail. Either Party may notify by ten (10) calendar days'

notice to the other Party in writing changes to its postal or facsimile address or addressee for receipt of such notices.

- 17.3 Independent contractors. Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other and shall not by course of conduct or otherwise hold itself out to third parties as having such authority. The relationship of the Parties under these Terms WPA shall be that of independent contractors.
- 17.4 Waiver. Failure or delay at any time by GEOTREND to enforce any provision of these Terms or any part thereof shall not constitute a waiver of such provision or affect the validity of these Terms or any part thereof, nor shall it prejudice the right of GEOTREND to enforce such provision at a subsequent time.
- 17.5 Severability. The invalidity in whole or in part of any provisions of these Terms shall not void or affect the validity of any other provision.
- 17.6 Language. These Terms have been drawn up in English and only this language version shall be authentic. Any translation of these Terms into a language other than English shall be for information purposes only. All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with the performance of these Terms shall be in English.
- 17.7 Entire Agreement. These Terms supersede all previous understandings between the Parties whether oral or written, with respect to the purpose of these Terms.