Issued 5th April 2019

GENERAL CONDITIONS OF SOFTWARE USE AND MAINTENANCE

Article 1. Definitions

The defined terms below have the meaning as given in the following definition:

Anomaly: any reproducible malfunction affecting the Software, provided that it is not attributable to a case of exclusion from Maintenance.

Blocking Anomaly: any Anomaly that makes it impossible to use all or part of the main functionalities of the Software. (Excluding display services)

Non-Blocking Anomaly: any Anomaly that allows full operation of the Software in all its functionalities to continue, even if this is done by means of an unusual procedure, implemented by the Customer itself.

Semi-Blocking Anomaly: any Anomaly that significantly disrupts the use of one or more non-critical functions of the Software, or a critical but bypassable function.

Hotline Centre: the Service Provider's telephone platform from which it ensures the services provided for in the Contract.

Customer: any natural or legal person benefiting from a Software User Licence and Maintenance Services.

Source codes: all annotated software programs that can be read and interpreted by anyone who knows the language in which they are written as well as detailed design documentation.

Pricing conditions: prices applied for each service provided by the Service Provider specified in the Quotation.

Computer configuration:the Customer's computer system and hardware on which the Software is installed as well as the Customer's network / Internet equipment, respecting the computer requirements that the Customer must have at their disposal to use the Software, stipulated in the Quotation.

Contract: set consisting of the General Conditions of Use and Maintenance (GCUM); the Quotation and any appendices sent by the Service Provider, signed by the Customer and returned to the Service Provider, excluding any other document.

Quotation: document issued by the Service Provider containing the specific conditions accepted by the Customer, namely the Service Provider's services (User Licence and/or Maintenance), the selected Software package(s), the Pricing Conditions, etc.

Documentation: the technical and informational documents relating to the Software (user manual, Specifications manual, installation manual) accessible by the Customer from the Software in the "Help / Customer Area" section.

Incident: Software malfunction resulting either from an error in the Customer's handling or from an anomaly affecting the code. The Incident's causes are identified during the Assistance phase.

Preferred Intermediary: persons designated by each Party, from among its staff with the necessary expertise, to centralise all information and questions and communicate with the other Party.

User Licence: non-exclusive grant given by the Service Provider to the Customer of the right to install and use the Software.

Software: software solution composed of software developed by the Service Provider designated in the Quotation, adapted to the activity of sporting event promotion and entertainment centre operation or of their service providers.

Maintenance: services and actions provided by the Service Provider in terms of support and monitoring in order to assist the Customer in the correct use of the Software, in order to correct and improve the Software. Maintenance conditions are stipulated in Article 10 hereof.

Updates: fixed versions that are characterised by an identity in terms of functionality.

New Versions: versions of the Software whose functionalities have undergone substantial changes.

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Party: the Customer or the Service Provider.

Scope of use: The Customer's site(s) and number of licences granted to the Customer, specified in the Quotation.

Service Provider: company that grants the following Software User Licence and Maintenance services: **APEX TIMING**, a simplified share company with a capital of €35,000, with its registered office at 11 route de la Salle in Cran Gevrier, 74960 Annecy, France, registered in the ANNECY Trade and Companies Register under number 531 976 017, represented by its Chairman, Mr. Pierrick Bottollier Depois.

Customer's Site: the place where the Customer's track is located or the place where the Customer is authorised to use the Software.

Bypass Solution: any unusual procedure that allows you to use all the Software's features, despite an observed Anomaly.

Functional Specifications: Description of the Software sent by email to the Customer.

Remote maintenance: connection of the Service Provider to the test version of the Software on the Customer's Site by modems and switched telephone network allowing the Anomaly to be detected and/or corrected.

Article 2. Object

The purpose of these General Conditions of Use and Maintenance is to exclusively govern the contractual relationship between the Service Provider and the Customer. Any general terms and conditions of purchase by the Customer must be accepted in writing by the Service Provider.

The purpose of this Contract is to determine the Parties' obligations in connection with the Service Provider's non-exclusive grant to the Customer of rights to use the Software (User Licence) and the services and actions provided by the Service Provider in respect of support and monitoring in order to assist the Customer in the correct use of the Software, in order to correct and improve the Software (Maintenance).

Article 3. Contractual documents

The Contract constitutes the entire agreement between the Parties and cancels and replaces all previous documents concluded between them on the same subject. The contractual documents are presented in hierarchical order of decreasing legal value:

    (i)   The Quotation signed by the Customer and received by the Service Provider;
    (ii)   These General Terms and Conditions of Use and Maintenance;
    (iii)   Any annexes sent by the Service Provider.

In the event of contradiction, the higher ranking document prevails. The Service Provider may modify these General Terms and Conditions of Use and Maintenance applicable to the Software. If necessary, the Service Provider shall inform the Customer, who may either continue using the Software under the new conditions or terminate the Contract without compensation, subject to one (1) month's notice.

Article 4. Duration

The Contract comes into force on the date specified in the Quotation or confirmed after its signature by an email from the Service Provider.

Unless otherwise stated in the Quotation, the Contract is entered into for an initial term of one (1) year from its entry into force. At the end of the initial term, it shall be renewed for successive periods of one (1) year, unless terminated by either Party via registered letter with acknowledgment of receipt, subject to three (3) months' notice before the expiry of the current term.

Article 5. User Licence and Delivery

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5.1 Rights to use the Software

The Service Provider grants the Customer a personal, non-assignable, non-transferable, non-exclusive right of use of the Software referred to in the Quotation (including any Specific Developments), for the sole purpose of its activity, for the duration and territory defined herein. The right of use is granted for the version of the Software referred to in the Quotation and any changes made during the Contract.

When the Software User Licence is granted for the entire term of protection currently granted or to be granted in the future to authors, by French laws and regulations as well as international agreements, the Customer may only use the Software on the Customer's Site.

When the User Licence is granted for a renewable period of one (1) year, the Customer may use it on an unlimited number of Sites that will be designated in the Quotation.

In the event that the Customer wishes to increase the number of Licences from which they benefit, a new Quotation or an additional Quotation must be signed by the Customer, including the number of additional workstations in return for the payment of a additional fee calculated in accordance with the Pricing Conditions applicable at the time of the Customer's request.

Under the right of use granted by this User Licence, the Customer may (i) install and reproduce, permanently or temporarily, the Software, within the limit of the number of authorised workstations and on the Sites stipulated in the Quotation; and (ii) use the Software, implement, display, execute, load and store the Software, within the strict limits of the Customer's needs, in accordance with the Contract and on the agreed IT environment.

The Customer may make a backup copy of the Software, unless such copy is provided by the Supplier. The Customer shall have the same rights and obligations on the backup copy as on the copy of the licensed Software .

Any other use of the Software by the Customer is strictly prohibited.

In this respect, the Customer shall refrain and prohibit users from (i) any temporary or permanent reproduction of the Software not provided for in the Contract, with the exception of the backup copy provided for in Article L. 122-6-1 of the Intellectual Property Code and in accordance with the conditions stipulated above; (ii) any distribution, distribution, rental, marketing, sublicensing, assignment, direct or indirect making available of the Software; (iii) any modification, adaptation or evolution of the Software, without prior authorisation from the Service Provider; (iv) any translation or adaptation not expressly authorised by the Service Provider; (v) any other use of the Software.

In this respect, it is reminded that interoperability information that may be provided by the Service Provider at the Customer's request may under no circumstances be used for purposes other than to achieve interoperability of the Software with third-party software whose compatibility must be validated by the Service Provider, nor be communicated to third parties, nor be used for the development, production or marketing of derivative software or software whose purpose, function or expression is substantially similar to the Software, nor for any act affecting the rights reserved by the Service Provider. Any use of the Software not expressly authorised is unlawful and may result in legal action.

It is expressly agreed that the Customer shall refrain from correcting alone or through a third party any Anomaly whatsoever, as the Service Provider alone reserves this right.

The Software is used in accordance with its Documentation, in an information environment that complies with the prerequisites for use, as well as the provisions of the Contract.

This User Licence is effective both in France and abroad and for the entire duration of the Contract.

5.2 Delivery

On the installation date, the Service Provider shall provide the Customer with the Software, in object code, i.e. as a program readable by the computer by making it available online. Upon delivery, the Service Provider shall provide the Customer with the electronic key to activate the Software.

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Article 6. Peaceful possession guarantee

The Supplier guarantees the Customer seamless use of the Software, on his personal behalf. As such, the Service Provider guarantees that it has all the intellectual property rights enabling it to provide the Software, in the form of a User Licence, and any Specific Developments developed by it as part of the services.

Consequently, the Service Provider agrees to defend and compensate the Customer for any damage related to claims, lawsuits or convictions, brought by a third party alleging that all or part of the Software infringes its copyright, provided that the Customer immediately notifies it by registered letter with acknowledgment of receipt of the existence of the lawsuit, makes a request for its defense, provides its full cooperation in said defense, that the alleged violation does not result from the Customer and does not compromise without first obtaining the Service Provider's written consent.

The Service Provider shall have sole control over the manner in which the action is conducted and shall have full discretion to settle or continue any procedure of its choice. The Customer shall provide all necessary information, elements and assistance to the Service Provider to enable it to successfully defend itself or reach a settlement agreement.

To the extent that all or part of the Software is recognised by a final court decision as constituting an infringement or if the Service Provider considers that it is likely that the Software, in whole or in part, is considered to be infringing, the Service Provider may, at its choice and expense either: (i) modify the component in question so that the Software is no longer infringing; (ii) replace the infringing component with a non-infringing component, with generally equivalent functionalities in performance; (iii) obtain the rights of use so that the Customer can continue to use and operate the Software in accordance with the terms of the Contract.

Article 7. Price

In consideration of the Software User Licence, the Customer agrees to pay the Service Provider the lump sum stipulated in the Quotation. This price is exclusive of tax and must be increased by the taxes and duties in force on the date of invoicing.

All invoices will be issued annually, in arrears, and will be payable within a maximum of thirty (30) calendar days from the date of issue.

In any event, any delay in payment shall result in the application to the Customer of (i) the legal fixed indemnity for recovery, in accordance with Article L. 441-6 of the French Commercial Code, (ii) a fixed recovery indemnity of forty euros (€40), (iii) non-liberating late payment interest at a rate equal to three (3) times the legal rate in force, recorded in days from the first day of delay on the due date of the invoice and until effective payment.

The non-payment, in whole or in part, of any amount due shall also have the effect, from that date, of allowing the Service Provider to suspend the performance of any service provided for in the Contract until full payment of the amounts due, notwithstanding the right to claim compensation for the damage suffered.

Beyond a delay in payment of thirty (30) calendar days, the Contract shall be automatically and without formality terminated at the Customer's fault, notwithstanding the Service Provider's right to claim compensation for the damage suffered. The sums already paid by the Customer shall remain the property of the Service Provider.

The services to install the Software by the Service Provider on the user's equipment are invoiced separately, according to the PricingConditions attached to the Quotation.

Any new installation of the Software on a new workstation on the Site, requested by the Customer during the Contract following a breakdown of its equipment, is included in the price of the installation services invoiced by the Service Provider, up to a maximum of two (2) per year and if the duration of the

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intervention does not exceed 30 minutes. Beyond that, the additional installation will result in a Quotation.

Article 8. Contractual warranty

The Service Provider guarantees that the Software complies with the functional and technical characteristics set out in the Documentation and the Functional Specifications.

As such, the Service Provider shall intervene free of charge, for three (3) months from the date of delivery of the Software, to attempt to correct the Anomalies.

The Customer shall send the Service Provider a report documenting the Anomaly and detailing it by e-mail to the following address: contact@apex-timing.com

The Service Provider reserves the right to use the most appropriate means to correct the Anomalies: sending a magnetic device, remote transmission, travel to the Customer's site.

The Service Provider will make its best efforts to intervene as quickly as possible in order to correct the Anomaly.

Any travel to the Customer's Site will be invoiced according to the Pricing Conditions attached to the Quotation.

The above warranty automatically terminates if the configuration and/or Software has been modified, as well as in the event of use not in accordance with the Documentation and the Functional Specifications.

Any intervention for an Anomaly that does not meet the conditions of the above warranty will be invoiced to the Customer at the intervention rate stipulated in the PricingConditions attached to the Quotation.

In addition to this warranty, the Customer acknowledges that the performance of the Software depends on their ability to use it properly, the Supplier does not guarantee that the Software will meet all its requirements—including performance or profitability—that its operation will be continuous and without malfunction or that the Software will systematically work with any product, hardware and/or software not provided by the Supplier. Consequently, the Customer is reminded that it is the responsibility of the Customer to take all necessary measures to establish appropriate troubleshooting plans and will take all appropriate measures to minimise the harmful consequences related in particular to a possible interruption of operations or a possible loss of data generated by the Software as a result of its use.

Article 9. Source codes

The Service Provider keeps the Software Source Codes.

The Service Provider guarantees the Customer access to the Software's source codes in the event of the Service Provider's failure, for the duration of the Licence granted. For the purposes of this article, the Service Provider's default shall mean the following cases:

- in the event of a definitive impossibility to correct an error, acknowledged in writing by the Service Provider;
- in the event of judicial liquidation proceedings against the Service Provider, which do not allow for the continuation of activity;
- if the Service Provider ceases its activity, and in particular maintenance, without the activity being taken up.

In addition, in the event of access to the Source Codes, the Customer or any other third party designated by the latter is authorised to use the Source Codes of the Software solely to ensure that the Customer continues to operate the Software, without benefiting from any further development, and to the exclusion of any other use, for the Customer's own needs, as long as the Customer uses the Software. The Customer agrees to preserve the confidentiality of the Source Codes and refrains from communicating them to any third party other than the service provider in charge of its maintenance, itself bound by the same confidentiality.

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Article 10. Maintenance

10.1 Entry into force - Duration
Maintenance takes effect from the date specified in the Quotation.

Unless otherwise stated in the Quotation, Maintenance is entered into for an initial term of one (1) year from its entry into force. At the end of the initial term, it shall be renewed for successive periods of one (1) year, unless terminated by either Party by registered letter with acknowledgment of receipt, subject to three (3) months' notice before the expiry of the current term.

10.2 Scope of Maintenance
Maintenance provided by the Service Provider under the Contract covers the following services:

10.2.1 Assistance and Support - Corrective Maintenance
As part of the Assistance service, the Service Provider agrees to:
- to intervene at the Customer's request and to disseminate information concerning the features and characteristics of the Software (user assistance),
- detect if the problem that affects the proper functioning of the Software is due to an Incident or Anomaly,
- remedy the Incident in order to enable the Customer to use the Software properly in accordance with its purpose, if the remedy can be provided by telephone or electronic means.

As part of the Support services, the Service Provider agrees to take into account any Anomalies that may affect the Software in order to remedy them. The correction of Anomalies is the subject of an Update or a New Version.

10.2.2 Monitoring - Ongoing Maintenance
As part of the Monitoring services, the Service Provider agrees to:
- review and improve the Software,
- provide the Customer with Updates and New Versions,
- provide updated Documentation associated with the Software as well as maintain the Customer's skills regarding the use of Updates and New Versions.

Among the services provided to the Software as part of the Monitoring, are included revisions of all or part of the Software made necessary by a change in the regulations in force or an evolution made to the hardware or operating system.

10.2.3 Maintenance Limitation
The following are excluded from the services covered by this Article:
- services related to the correction of malfunctions caused by incorrect use of the Software by the Customer or by modifications made by the Customer to the Software, without the authorisation of the Service Provider;
- services related to the Customer's refusal to install the Updates or New Versions proposed by the Service Provider;
- services related to the Customer's refusal to allow the Service Provider to access its IT environment as part of Remote Maintenance;
- services related to the Customer's refusal to cooperate with the Service Provider in resolving Anomalies, and in particular to respond to the Service Provider's questions and requests for information;
- services related to use of the Software that does not comply with its Documentation or the Contract;
- services related to the change of all or part of the computer equipment for equipment not compatible with the Software:
- services that do not appear to be directly related to the Software;

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- reinstalling the Software or restoring data files and software in the event of accidental destruction or by virus;
- file backups and operating data entry; modifications or additions to functionalities relating to the Software requested by the Customer;
- changes or additions to functionalities relating to changes in regulations or changes in hardware configuration;
- services related to non-compliance with specifications, procedures, safety and precautionary measures, various warnings, contained in the Documentation associated with the Software;
- training, installation, advice or assistance services that may be provided by the Service Provider through training, installation, consulting or assistance contracts;
- installation of computer equipment not acquired from the Service Provider;
- any travel to or intervention at the Customer's site;
- any modification or addition to the configuration on which the Software is used, required by implementing an Update;
- problems related to the Customer's Computer Configuration;
- problems related to timing equipment (loop, decoder and transponder);
- any new installation of the Software on a new workstation on the Site, requested by the Customer during the Contract following a breakdown of their equipment, is included in the price of the installation services invoiced by the Service Provider, within the limit of two (2) per year and if the duration of the intervention does not exceed 30 minutes;
- assistance or Remote Maintenance without Internet connection.

These services will automatically be subject to additional invoicing.

10.3 Modalities to execute Maintenance Services
10.3.1 Service Provider Personnel

The Service Provider's team in charge of carrying out Maintenance services is managed by the Service Provider's Preferred Intermediary who also informs the Customer of any action that may require additional intervention by the Service Provider.

In the event of a change of the Service Provider's Preferred Intermediary or his replacement, due to temporary or permanent unavailability, the Service Provider agrees to notify the Customer by informing him of the name of the replacement. The latter must have at least the same skills and knowledge as their predecessors, from the date of substitution, as the Service Provider undertakes to ensure the continuity of the services under the same conditions of quality and time.

10.3.2 Conditions of intervention
10.3.2.1 Assistance intervention

As part of the Assistance, the Customer's Preferred Intermediary has access to the Service Provider's Hotline, by telephone at +33 (0)4 80 97 09 14, to ask the Service Provider's Preferred Intermediary any question relating to the use and operation of the Software. The Customer may access this Centre during the following opening times: from 9am to 6pm (GMT Paris), excluding public holidays.

If the correction of the Incident can be made by Remote Maintenance, the Supplier agrees, after informing the Customer, to remedy it remotely, via the terminal installed at the Remote Maintenance Centre which will be connected to the Customer's Software. The connection time is included in the amount of the fee. Depending on the type of Incident, the correction made may take the form of:

- an oral answer by telephone;
- a written response to the Customer defining the procedure to be followed;
- the provision of additional Documentation;
- a remote correction by the Service Provider.

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The Customer agrees to not modify and/or delete the software allowing the Remote Maintenance: Splashtop.

If the intervention by telephone or Remote Maintenance has been unsuccessful, the Service Provider agrees to intervene as soon as possible on the Customer's Site. The costs related to travel will be invoiced to the Customer.

10.3.2.2 Support Intervention

The Customer shall immediately report any Anomaly noted and indicate the circumstances in which it occurred. The Service Provider's Hotline works in the same way for Support as the Assistance described above.

Outside Remote Hotline opening hours and in case of emergency (Software Blocking Anomaly), the Support can only be reached via the Service Provider's website www.apex-timing.com in the Support tab or via a telephone message on +33(0)4 80 97 09 14, briefly explaining the Anomaly, so that the Service Provider's technician can contact the Customer as soon as possible during the following hours: Monday to Friday from 6pm to 10pm and weekends/French public holidays from 9am to 10pm (GMT Paris)

The Service Provider shall act either on its own initiative by informing the Customer in advance, or at the Customer's request, remotely or on the Customer's Site, following the Assistance services, when an event covered by the Support occurs.

From the time of the Customer's call or Support message, the Service Provider will make its best efforts to analyse the nature and origin of the Anomaly. If the analysis establishes the existence of an Anomaly attributable to the Software, the Service Provider shall endeavor to correct it within the time limits defined below.

In the event of a Blocking Anomaly, the Service Provider shall endeavor to correct the Anomaly or at least provide a Bypass Solution to the Customer within a maximum period of 24 business hours from the Customer's call or Support message.

In the event of a Semi-Blocking Anomaly, the Supplier shall endeavor to correct the Anomaly or at least provide a Bypass Solution to the Customer within a maximum of 48 business hours from the Customer's call or Support message.

In the event of a Non-Blocking Anomaly, the Supplier shall endeavor to correct the Anomaly or at least provide a Bypass Solution to the Customer within a maximum period of 20 working days from the Customer's call or Support message.

In all cases, the correction made may in particular take the form of:
- an Update;
- a New Version;
- a Bypass Solution.

For all intervention requests where only a Bypass Solution acceptable to the Customer has been provided, the Service Provider shall define an action plan within seven (7) calendar days in order to definitively correct the Anomaly. During this period, the Service Provider will provide enhanced assistance to the Customer in order to guarantee the durability and reliability of the Bypass Solution.

10.3.2.3 Monitoring intervention

10.3.2.3.1 Updating the Software and Documentation

All corrections and improvements made to the Software are subject to Updates. The Service Provider shall provide the Software Updates to the Customer as they are released commercially after ensuring that they are not likely to cause regression in the Software's Functional Specifications.

10.3.2.3.2 New Version

All new functionalities will be the subject of New Versions of the Software which will be provided to the Customer as they are released commercially.

The Customer may not refuse or delay the installation of the New Versions.

10.3.2.3.3 Installation of Software Updates and/or New Versions

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The Service Provider shall install an Update and/or New Version of the Software, without additional charge, either on the Customer's Site, or remotely, on the basis of prior planning, or automatically when the Customer connects to the Internet.

10.4. Customer obligations

The Customer shall designate a Preferred Intermediary responsible for Maintenance who shall have the necessary expertise and shall be the only person entitled, except in case of emergency, to contact the Service Provider. The Customer shall also appoint a replacement. They may be replaced by a new Preferred Intermediary by simply sending an email from the Customer to the Service Provider indicating the name of the new designated intermediary.

The Customer undertakes to ensure that the Service Provider's personnel have free access to its Site and in particular to the communication, information and data facilities and equipment necessary for the performance of their duties.

The Customer agrees to make the necessary backups of all documents and files before any intervention by the Service Provider.

In general, the Customer shall cooperate in good faith to facilitate the performance of the Service Provider's services. In this respect, the Customer agrees in particular to communicate to the Service Provider, upon request, the references of its Maintenance contract and all the data necessary for the Service Provider to reproduce the Anomaly and will describe in particular the operating conditions of the Software upon the occurrence of the Anomaly.

The Customer shall also immediately inform the Service Provider of any change to the Site. Consequently, the Service Provider shall be authorised to modify the financial terms of the Contract in order to take into account the additional costs associated with this change of Site.

The Customer agrees to keep a book of errors (Logbook) on which they will record anomalies of all kinds occurring with the Software and will keep it at the Service Provider's disposal.

10.5 Cost of Maintenance

The Customer agrees to pay the Service Provider the annual fixed maintenance fee, the amount of which is fixed for one year from the date of entry into force of the Contract, on the basis of the Pricing Conditions attached to the Quotation.

In the event that, in the first year, Maintenance services do not start on 1 January, the fee will be reduced pro rata temporis.

Beyond this period and if Maintenance services are renewed, the price will be in accordance with the following formula:

$P = Po \times S / So$.

P = price after revision.

Po = initial price for the first revision, then price from the previous revision for subsequent revisions.

S = most recent Syntec index published on the date the fee is revised.

So = value of the Syntec index in application on the date the Contract was issued for the first revision, then value of the Syntec index on the day of the previous revision for subsequent revisions.

In the event of the disappearance of any of the indices, the Parties shall agree on the new index or indices for the purpose of establishing a formula with comparable effect.

All invoices will be issued annually 60 days before the due date, in arrears, and will be payable within a maximum period of thirty (30) calendar days from the date of issue.

In addition to the Maintenance fee, the Customer shall pay any tax or other charge in effect on the date of invoice as well as all communication costs related to Remote Maintenance and on-site travel costs.

In any event, any delay in payment shall result in the application to the Customer of (i) the legal fixed indemnity for recovery, in accordance with Article L. 441-6 of the French Commercial Code, (ii) a fixed

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recovery indemnity of forty euros (€40), (iii) non-releasing late payment interest at a rate equal to three (3) times the legal rate in force, recorded in days from the first day of delay on the due date of the invoice and until the effective payment.

The non-payment, in whole or in part, of any amount due shall also have the effect, from that date, of allowing the Service Provider to suspend the performance of any service provided for in the Contract until full payment of the amounts due, notwithstanding the right to claim compensation for the damage suffered.

Beyond a delay in payment of thirty (30) calendar days, the Contract shall be automatically and without formality terminated at the Customer's fault, notwithstanding the Service Provider's right to claim compensation for the damage suffered. The sums already paid by the Customer shall remain the property of the Service Provider.

Article 11. Intellectual Property

The Service Provider is and remains the sole owner of all rights relating to the Software, its brand, logo and computer system. Under no circumstances may the Contract have the effect of transferring to the Customer any intellectual property rights whatsoever in the Software. The Customer therefore agrees to maintain any indications of intellectual property appearing on the Software, the Documentation, and more generally refrain from any action that may directly or indirectly infringe the Service Provider's rights.

As part of the changes made under corrective Maintenance (Support) and ongoing Maintenance (Monitoring), the Customer has the same rights as granted to him on the Software under the Software User Licence.

Article 12. Customer Data

The Customer is the sole owner of the rights to the Data processed as part of the services.

12.1 Processing of the Customer's personal data as a subcontractor

Maintenance services, "GoRegistration", "GoControl" and GoKarts Web Services (Basic and Pro), involve automatic synchronisation of Customer Data on the Service Provider's servers. Thus, as part of Maintenance and in the event that the Customer subscribes to the Web services, the Service Provider may have access, as a subcontractor, to the Customer's personal data within the meaning of European Regulation 2016/679 of 27 April 2016 (hereinafter the "Regulation"). The Service Provider may thus be required to process personal data on behalf of the Customer, who is responsible for processing, for the sole purpose of performing Maintenance and/or providing "GoRegistration", "GoControl" and GoKarts Web Services (Basic and Pro).

The Customer determines under his responsibility the object and purposes of the processing entrusted to the Service Provider, the nature of the operations carried out on personal data, the categories of personal data processed, the categories of persons concerned and the duration of the processing. The Service Provider may process personal data on behalf of the Customer, such as identification data, data relating to family life, etc., concerning the following categories of persons concerned: Customer's patrons, Customer's prospects, Customer's employees, etc.

In the context of processing, the Service Provider agrees to:
- process personal data only for the performance of Maintenance services and/or for the provision of "GoRegistration", "GoControl" and GoKarts Web Services (Basic and Pro).
- process personal data in accordance with the Customer's instructions, unless the Service Provider is required to do so under European Union law or the law applicable to the Contract. In this case, the

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Service Provider shall inform the Customer of this legal obligation before processing, unless the law concerned prohibits such information on important grounds of public interest;

- immediately inform the Customer in writing if the Service Provider considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or the law of the Member States relating to data protection;
- ensure that the persons authorised to process personal data under the Contract:
    (i)   agree to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
    (ii)   receive the necessary training in personal data protection.
- take into account, with regard to its tools, products, applications or services, the principles of personal data protection from the design stage and data protection by default.

The Service Provider agrees to take all necessary precautions to preserve the confidentiality and security of personal data, and in particular to prevent them from being distorted, damaged or communicated to unauthorised third parties and, more generally, to implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorised access.

The Service Provider agrees to take all measures to (i) guarantee the confidentiality, integrity, availability and ongoing resilience of processing systems and services, (ii) restore the availability of and access to personal data within an appropriate time frame in the event of a security incident and (iii) regularly test, analyse and evaluate the effectiveness of these measures.

The Customer agrees to:
- collect under its responsibility, in a lawful, fair and transparent manner, the personal data to which the Service Provider may have access, and in particular ensure the legal basis for such collection and for the information due to the persons concerned;
- provide the Service Provider with the personal data necessary for processing, excluding any irrelevant, disproportionate or unnecessary personal data, and excluding any "specific" data within the meaning of the Regulation, unless the processing and purposes justify it, it is the Customer's responsibility to establish these justifications and to take all measures, in particular prior information, collection of consent and security, appropriate for such specific data;
- document in writing any instructions concerning the processing of personal data by the Service Provider in accordance with the agreed purposes;
- ensure, beforehand and throughout the processing period, that the Service Provider complies with the obligations provided for in the Regulations;
- comply with its obligations as controller under the Regulation.

In the event that a person exercises his/her rights with the Customer requiring the Service Provider's assistance, the latter agrees to provide the Customer with assistance as soon as possible so that the latter is in a position to respond to the person concerned. If a person sends a request directly to the Service Provider, the latter must inform the Customer as soon as possible and must act in accordance with the Customer's instructions.

The Service Provider agrees to assist the Customer in carrying out impact analyses relating to data protection and in carrying out prior consultations with the CNIL.

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The Service Provider shall communicate to the Customer the name and contact details of the Data Protection Officer, if it has appointed one in accordance with Article 37 of the Regulation. It also agrees, insofar as it meets the conditions for establishing a register in accordance with Article 30.5 of the Regulation, to keep a register of all categories of processing activities carried out on behalf of the Customer including all the elements mentioned in Article 30.2 of the Regulation.

The Service Provider shall notify the Customer of any breach of personal data as soon as possible after becoming aware of it. The notification made to the Customer shall contain at least: (i) a description of the nature of the personal data breach including, if possible, the categories and approximate number of persons concerned by the breach and the categories and approximate number of personal data records concerned; (ii) the name and contact details of the Data Protection Officer or other contact point from which additional information may be obtained; (iii) a description of the likely consequences of the personal data breach; (iv) a description of the measures to be implemented to remedy the personal data breach, including, where applicable, measures to mitigate any negative consequences.

In the event that the Service Provider transfers personal data outside the territory of the European Union, it undertakes to ensure that such transfers are governed by adherence to a decision of adequacy of the European Commission, the conclusion of Standard Contractual Clauses of the European Commission or any other appropriate guarantees provided for in Article 46 of the Regulation.

The Service Provider is authorised by the Customer to use subcontractors to carry out specific processing activities. In this case, the Service Provider shall inform the Customer beforehand in writing of any planned change concerning the addition or replacement of other subcontractors. In the event of subcontracting, the Service Provider agrees to sign a written contract with each subcontractor requiring them to comply with the Regulations and all the obligations referred to in this article, it being specified that in the event of non-compliance by a subcontractor with its obligations regarding the protection of personal data, the Service Provider remains fully liable to the Customer.

The Customer may audit or have audited the Service Provider's internal personal data protection systems once (1) a year at its own expense, in order to verify the Service Provider's compliance with this article and the Regulations. The Service Provider agrees to provide the Customer with all the information necessary to demonstrate compliance with its obligations.

At the end of the Contract, the Service Provider agrees, at the Customer's discretion, to destroy the personal data or to return all the Customer's personal data in its possession. The return shall be accompanied by the destruction of all existing copies in the Service Provider's information systems, unless Union law or applicable law requires the retention of personal data. Once destroyed, the Service Provider shall provide written proof of the destruction of the personal data.

12.2 Processing of the Customer's personal data as controller

In the context of the performance of the Contract, the Service Provider processes personal data, within the meaning of the Regulation, as the controller. Personal data are collected and processed, pursuant to the performance of the Contract, for the purpose of managing the commercial relationship (creation of a customer account, invoicing, etc.). The data are communicated to the commercial and financial services for the purpose of managing the commercial relationship. The data are not transferred outside the territory of the European Union, nor are they subject to automated decision-making. The data are kept for the duration of the contractual relationship between the Service Provider and the Customer, increased by the legal deadlines for proof thereof. In accordance with the Regulation, the Customer has the right to delegate (i)

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access, (ii) rectification, (iii) deletion, (iv) limitation and (v) portability of personal data to a third party service provider where applicable. The Customer may assert his rights by contacting the Service Provider at the following address: 11 route de la Salle Cran Gevrier - 74960 Annecy France or by email to contact@apex-timing.com, with proof of identity. In the event of a dispute, the Customer has the right to refer the matter to the CNIL. Any request for the deletion of data, which may be made at any time at the above-mentioned address, may prevent the performance of the Contract when it concerns data strictly necessary for such performance.

Article 13. Additional services at the request of the Customer

The following services may be provided by the Service Provider at the request of the Customer. These services will be subject to additional invoicing according to the rate and deadlines communicated by the Service Provider in an additional Quotation.

The payment and price revision provisions stipulated in Article 7 of these General Conditions of Use and Maintenance apply to these additional services.

The provision of "GoRegistration", "GoControl" and GoKarts Web Services (Basic and Pro) involves automatic synchronisation of Customer Data on the Service Provider's servers and is governed by Article 12 of these General Conditions of Use and Maintenance.

13.1 Development at the Customer's request

The Customer may at any time request a development or improvement for the Software. The Service Provider agrees to take the request into account according to the usefulness, importance and number of applicants and then, if necessary, to implement it during the next Update.

13.2 "Web basic" services (available with the GoKarts software solution)

The Service Provider may, at the Customer's request, ensure that the results are displayed live on a local HTML Internet page (without an Internet connection) or via the Internet. These pages may be integrated on the Customer's website according to the Service Provider's recommendations.

13.2.1 Profiles and rankings
→ Displaying profiles and ranking online.

13.2.2 Online kiosk
→ Online member registration.

13.3.3 Automatic e-mails
→ Automatic sending of birthday and results emails
Refer to the email sending policy.

13.3.4 Manual emails
→ Sending manual emails from the Software (limited to 100/day)
Refer to the email sending policy.

13.3 "Web pro" services (available with the GoKarts software solution)

13.3.1 Scheduling
→ Display of the online Customer and manager schedules

13.3.2 Online ticketing
→ Posting of the online ticketing on the Customer's website, excluding commissioning fees.

13.3.3 Automatic e-mails
→ Automatic sending of e-mails of the basic web service (result and birthday e-mail) + other automatic mail triggers (last visit, credit, loyalty points, etc.)
Refer to the email sending policy.

13.3.4 Manual e-mails

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→ Sending manual emails from the Software (limited to 500/day)

Refer to the email sending policy.

13.3.5 Module e-mails

→ E-mailing service: the Customer agrees to comply with the commitments contained in the e-mailing policy and acknowledges in particular that in the event of non-compliance with the provisions of this sending policy, in particular in the event of sending e-mails to recipients who have not specifically requested to receive them or in the event of the Service Provider receiving a number of abnormal complaints, the Service Provider has the right to quarantine the Customer's account and/or terminate the subscription and/ or close any associated main or sub-accounts without the Customer being entitled to any refund or indemnity.

13.3.6 Booking events or online sessions

→ Display of the event or online session booking module on the Customer's website, excluding commissioning fees.

13.3.7 Smartphone application

→ Smartphone application in the Customer's name. Application published on Google Play under the Apex Timing developer account and on the Customer's Apple developer account, excluding commissioning fees.

13.4 Live Timing and Results

→ Display of real-times and competition results on the Customer's website.

Article 14. Liability

It is reminded that the "GoRegistration", "GoControl" and GoKarts Software and Web Services (Basic and Pro), are used under the sole direction, control and responsibility of the Customer, to whom it belongs in particular:

- to ensure that any computer program used in conjunction with the Software is not defective and has a harmful effect on the Software;
- install the copy of the Software on the intended hardware, establish sufficient functional controls and implement appropriate operating procedures;
- to establish, if necessary, adequate troubleshooting plans, including replacement procedures and, in general, to take all appropriate measures to protect against any harmful consequences due to the use of the Software or Services.

Each Party shall be liable for the consequences resulting from its faults, errors or omissions. In no event shall the Service Provider be liable for any indirect or unforeseeable damages that may result from the Contract.

By express agreement between the Parties, any financial or commercial loss, loss of profit, data, orders or customers, as well as any action brought against the Customer by a third party, is considered as indirect damage.

In any event, if the Service Provider's liability were incurred by the Customer under the Contract for direct damage suffered by the Customer, the Customer's right to compensation would be limited, for all causes combined, to the amount of the annual maintenance fee (tax not included) paid by the Customer to the Service Provider for the year in which the Service Provider's liability is incurred.

In addition, the Service Provider shall in no event be liable for damages resulting from the Customer's failure to perform any of its obligations or from improper use of the Software in relation to the Documentation.

Either Party may not be held liable in the event of force majeure as defined below, which prevented it from fulfilling its obligations under the Contract.

Article 15. Insurance

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Throughout the duration of the obligations set out in the Contract, the Service Provider certifies that it has taken out an insurance policy covering the following risks: civil liability, operational liability and professional liability, to protect itself against the risks arising from the obligations it has assumed pursuant to the Contract.

The insurance must be taken out with an insurance company known to be solvent at the latest at the time the Contract is signed for an amount per claim and per year at least equal to 15,000 euros for the various types of damage. Upon written request from the Customer, a certificate from the said company specifying the purpose of the guarantees will be provided.

Article 16. Final provisions

16.1 Termination for default

The Contract may be terminated in whole or in part by one of the Parties, ipso jure, at the expense of the defaulting Party and without formalities in the event of a breach by the other Party of any of its obligations under the terms of the Contract, if such breach is not remedied within thirty (30) calendar days of receipt by the defaulting Party of a registered letter with acknowledgment of receipt notifying such breach and reminding that, if it is not remedied, the defaulting Party may be subject to termination of the Contract at its expense, and without prejudice to any damages the non-defaulting could claim.

In the event this contractual relationship is terminated for any reason whatsoever, the Customer agrees to either return to the Service Provider within thirty (30) days of the end of the contractual relationship all the elements constituting the Software, including the media and all copies made thereof, guaranteeing in writing the entirety of this delivery, or to provide in writing a certificate assuring the destruction of the Software, its media and all copies that could have been made.

If Maintenance services are provided in addition to the User Licence, this Contract is therefore composed of two indivisible contractual operations, which implies that the invalidity, termination or cancellation of the User Licence will render Maintenance null and void.

16.2 Force majeure

Force majeure is considered to be that usually retained by the courts, namely events of an compelling and unforeseeable nature, beyond the control of the Parties, against which they could not reasonably have protected themselves and against which they could not have mitigated the consequences except by incurring expenses out of proportion to the expectations of financial benefits.

In particular, in addition to those more generally meeting the above definition, force majeure shall include total or partial strikes, internal to the Parties and total or partial strikes external to the Parties, if they have the effect of blocking the activity of the Party subjected to them, blockages of means of transport, if they have the effect of preventing the performance of the obligations imposed on a Party under this Contract, the various implementing contracts, the unavailability or shortage of stock of equipment ordered from the Service Provider's suppliers, the blocking or malfunctioning of telecommunications and/or servers used by the Service Provider.

The Parties agree that cases of force majeure justify the suspension of the Parties' obligations. Consequently, neither Party may be held liable for any failure, breach or delay in the performance of any of its obligations due to the occurrence of a case of force majeure.

Notification of a force majeure event must be made within fifteen (15) days of its occurrence, and must describe the likely effects of the force majeure event on the performance of the affected obligations. Force majeure suspends the obligations arising from this Agreement for the duration of its existence. However, if the force majeure continues for more than three (3) months, this Contract may be terminated by either Party, without such termination being considered faulty.

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In such a case, the termination must be notified by registered letter with acknowledgment of receipt, giving fifteen (15) days' notice.

16.3 Subcontracting
The Service Provider is entitled to subcontract all or part of the services for which it is responsible under this Contract, provided that the subcontractor has the same skills and knowledge as the Service Provider, who agrees to ensure the continuity of the services under the same conditions of quality and time.

16.4 Transferability of the Contract
This Contract may be assigned by one of the Parties, provided that the other Party has expressly accepted such assignment.

16.5 Absence of tacit waiver
The fact that one of the Parties, at any time whatsoever, does not require the other Party to perform, or not to avail itself of any provision of this Contract, may under no circumstances be interpreted as an express or tacit waiver by that Party of its right to require the performance of the commitments entered into by the other Party, including, possibly, its right to terminate the Contract, for any violation of the same or different nature.

16.6 Modifications
During the term of this Contract, the Parties shall have the option of amending their agreement, but only by means of a written agreement, or by amendment or appendix to this Contract. Any modification made by other means shall be considered null and void.

The amendments or appendices shall form an integral part of this Contract and shall form an indivisible whole with it.

Notwithstanding the foregoing, the Service Provider reserves the right to modify this Contract at any time and without prior notice, subject to informing the Customer by e-mail. The new conditions will take effect as from the notification of this information. In the event of a material change to the Contract that adversely affects service levels, such changes shall be effective ninety (90) days from the date of notification to the Customer. In this case, the Customer may terminate the Contract during this period, subject to notifying the Service Provider by registered letter with acknowledgment of receipt. The termination of the Contract shall take effect at the end of a period of ninety (90) days from the date on which the Service Provider receives the said termination letter.

In the event that one or more of the provisions of the Contract are found, for any reason, to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any of the other provisions of the Contract which shall remain valid, applicable and enforceable. The Contract shall be interpreted as if such invalidity, illegality or article not subject to enforcement were not part of the Contract. The Parties nevertheless agree that in such an event, they will negotiate in good faith alternative provisions that will be (i) valid, enforceable and opposable and (ii) consistent with the Parties' original intent.

16.7 Language of the Contract - Applicable law
This Contract is written in French. In the event that it is translated into one or more languages, the French text alone shall prevail in the event of a dispute.

By express agreement between the Parties, this Contract is governed by French law.

16.8 Dispute Resolution
All disputes to which this Contract may give rise, in particular concerning its validity, interpretation,

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execution, termination or transmission, shall fall within the exclusive jurisdiction of the Commercial Court of ANNECY, even in the event of an incidental claim, a warranty claim or a plurality of defendants.

16.9 Election of domicile

For the purposes of this Contract, the Parties elect domicile at their respective addresses at the top of this Contract. All notices or formal notices and, more generally, any correspondence that may be addressed by one of the Parties to its contracting party in connection with this Contract shall be addressed to the address of the Party concerned appearing on the Quotation, unless specifically and expressly provided otherwise.

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