

Terms and Conditions of Use of the Mobility Service For ICARE Technologies Products and Services

1. Relationship between You and ICARE Technologies

By downloading, installing, connecting and/or using the Applications or the ICARE Technologies Products, you expressly state your agreement with these Terms and Conditions of Use of the ICARE Technologies Mobility Service (the "**Terms and Conditions of Use of the Mobility Service**").

The Mobility Service supplied for ICARE Technologies Products is provided by the company OTA keys, a legal entity duly constituted under Belgian law and having its registered office at 50 rue du Mail, 1050 BRUSSELS, registered with the courts administration service of the French-speaking Commercial Court of Brussels under number 561 748 180 ("**OTA keys**"). OTA keys is a shared mobility technology provider. The ICARE Technologies Mobility Solution is a secure mobility and virtual key solution that provides an integrated user experience for vehicle access, start authorisation and vehicle data availability.

The Mobility Service is distributed by ICARE Technologies (hereinafter "**ICARE Technologies**").

These Terms and Conditions of Use of the Mobility Service are distinct from the General Terms and Conditions of Use of ICARE Technologies Services for ICARE Technologies Products and Services ("**General Terms and Conditions of Use of ICARE Technologies Services**"). These Terms and Conditions of Use of the Mobility Service prevail as to their subject over any other General Terms and Conditions of Use of ICARE Technologies Services document.

An Application (hereinafter "**Application**") is a software application developed by or for ICARE Technologies, composed of a graphic interface (and other Components of the Application as defined below), accessible in particular from your Smartphone, and from which you interact with the various functionalities made available to you by the Application, including allowing you to save, store, access and use your data, in particular personal data. The ICARE Technologies Applications include the following:

- Aeklys®;
- Demo Aeklys®;
- Aeklys® Xp;
- Finger Sizer;

As a user, you acknowledge and warrant:

- That you have obtained and read a copy of these Terms and Conditions of Use of the Mobility Service; and,
- That you are in possession of these Terms and Conditions of Use of the Mobility Service in a durable medium, such as a physical printout; and,
- That you are over the age of majority or allowed under the laws of your country of residence to agree to these Terms and Conditions of Use of the Mobility Service; and,
- That you have the right to access and use the Applications and the Mobility Service.

Any objection or dispute on your part regarding these Terms and Conditions of Use of the Mobility Service shall be interpreted as a refusal to consent to these Terms and Conditions of Use of the Mobility Service.

IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF THE MOBILITY SERVICE, YOU ARE NOT AUTHORISED TO USE THE SERVICE AND MUST IMMEDIATELY QUIT THE SERVICE AND UNINSTALL THE HARDWARE DEVICES RELATED TO ITS USE.

The purpose of the Terms and Conditions of Use of the Mobility Service is to define the conditions under which ICARE Technologies provides Users with a Mobility Service (hereinafter the "**Service**") from which they benefit and which they can use via:

- The Site and/or
- One of its Applications

2. Definitions

The following capitalised terms shall have the following meanings:

Order: means any order for Products and Licences made by the Customer by sending an order form accepted by ICARE Technologies or by any other means agreed by the Parties.

Documentation: means any manual, instruction or other document or material supplied or made available to the Customer by ICARE Technologies, in any form or medium whatsoever, which describes the functionality, components, characteristics or requirements of the ICARE Technologies Mobility Solution, including any aspect of the installation, configuration, integration, operation, use, assistance or maintenance relating thereto.

OTA keys and the Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties".

Subsidiary(ies): means any entity now existing or subsequently created which directly or indirectly controls a Party, is controlled by a Party, or is subject with a Party to common control, where "control" means the direct or indirect holding of more than fifty percent (50%) of the voting rights or capital of this legal entity.

Confidential Information: means all information, data and other content, in any form or medium whatsoever, not accessible to the public, to which one Party has access or which one Party discloses to the other in the performance of this Contract, and whose confidential nature is specified at the time of its communication by means of a reference appropriate to the medium used, or which the receiving Party may reasonably consider to be confidential in view of its nature and the circumstances in which it is given to that Party. Confidential Information includes all copies, summaries and all results related to the performance of these Terms and Conditions of Use of the Mobility Service as well as any information concerning the existence and content of discussions between the Parties or the existence of this Contract.

Licence: means the right to use the Mobility Solution granted by ICARE Technologies to the Customer under these Terms and Conditions of Use of the Mobility Service.

Person: means any individual, partnership, company, university, foundation, executor, joint venture, joint stock company, association, unincorporated organisation, government agency or body, or any other entity.

Product: means any ICARE Technologies box enabling the digitalisation of a Vehicle key by communication with the smartphone and/or badge of the User.

Customer Solution: refers to the solution provided by the Customer to his/her/its Users and/or own customers and integrating the ICARE Technologies Mobility Solution.

ICARE Technologies Mobility Solution: means the software solution developed by ICARE Technologies enabling the User to benefit from the services associated with the Products.

User: means any Person authorised by the Customer, directly (customers, employees and subcontractors) or indirectly (customer, employees and subcontractors of his/her/its own customers), to access or use the ICARE Technologies Mobility Solution.

Vehicle: means a vehicle on which the Customer has installed a Product.

Appendices: means the appendices to these Terms and Conditions of Use of the Mobility Service.

Financial and Pricing Terms: means Appendix 1 to these Terms and Conditions of Use of the Mobility Service.

Service Level Agreement or SLA: means Appendix 2 to these Terms and Conditions of Use of the Mobility Service.

Data Processing Agreement or DPA: means Appendix 3 to these Terms and Conditions of Use of the Mobility Service.

Operational Data: means all information, data and other content, in any form or medium whatsoever, which is provided, collected or generated in connection with the performance of these Terms and Conditions of Use of the Mobility Service.

Personal Data: means all information, data and other content, in any form or medium whatsoever, that relates to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online username, or to one or more items of information specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity.

Statistical Data: means all information, data and other content, in any form or medium whatsoever, which is no longer Personal Data following anonymisation for statistical and/or research and development purposes, derived from Operational Data.

Critical Functionality: means essential functionality necessary to the overall functioning of the ICARE Technologies Mobility Solution. Critical functionalities include the following in particular:

- User access to the ICARE Technologies Mobility Solution;
- Creation of new online bookings;
- Creation of new Users.

Problems related to a specific User, a specific User account, a unique Product or a specific smartphone shall not be considered as problems affecting critical Functionality.

Non-critical functionality: refers to any other functionality of the ICARE Technologies Mobility Solution other than those previously defined as "Critical Functionality".

Service Level: refers to the standards to which ICARE Technologies adheres and against which it assesses the service level of the ICARE Technologies Mobility Solution that it provides, as specified in the SLA.

Unavailability Period: means any period during which a Critical Functionality is unavailable to all Users of the Solution. The Unavailability Period does not include periods during which the ICARE Technologies Mobility Solution is unavailable due to:

- A planned unavailability period for the Solution;
- Acts or omissions by the Customer or his/her/its Users, employees, agents, joint contractors, salespeople, own customers or any Person having access to the ICARE Technologies Mobility Solution;
- Changes requested by the Customer;
- Action or inaction by third parties;
- Cases of force majeure.

In the event of an Unavailability Period, the Customer must report it to ICARE Technologies by e-mailing support@icare-tech.fr, in accordance with the incident notifications described in the Service Level Agreement, so that it can be taken into account.

Planned unavailability period: means:

- Unavailability period during scheduled maintenance;
- Unavailability period during version updates;
- Unavailability period of less than fifteen (15) minutes.

A Planned Unavailability Period shall not be considered as an Unavailability Period under the terms of this Contract.

3. Modifications to the Terms and Conditions of Use of the Mobility Service

The parties understand and acknowledge that ICARE Technologies has the right at any time to modify all or part of these Terms and Conditions of Use of the Mobility Service, to incorporate modifications required by law, or any other applicable regulation, or within the Products and Services, or any event deemed by ICARE Technologies to merit such modifications. Any new version of the Terms and Conditions of Use of the Mobility Service shall not apply retroactively but shall replace and supersede the previous Terms and Conditions of Use of the Mobility Service.

We recommend that you frequently consult the General Terms and Conditions of Use of ICARE Technologies Services, and the Terms and Conditions of Use of the Mobility Service, and save each version in a durable medium.

In the event of the User failing to comply with the Terms and Conditions of Use of the Mobility Service, ICARE Technologies reserves the right to suspend access to the Mobility Service of the site and/or mobile Applications without notice.

4. Purpose of the Mobility Service

The purpose of the Service includes, but is not limited to, enabling the User, by means of a connected and secure Vehicle Box, to digitalise the key to a Vehicle and instead use the smartphone and/or ICARE Technologies Products of the User as a key.

These Terms and Conditions of Use of the Mobility Service shall also govern any update to the Mobility Solution provided by ICARE Technologies, unless that update must be accompanied by an individual licence. In that case, the conditions of that licence shall prevail. The Customer shall ensure that all of his/her/its Products are duly updated in a timely manner.

Unless expressly stipulated otherwise, the terms of sale and provision of services are those agreed between the Parties and indicated in these Terms and Conditions of Use of the Mobility Service.

5. Order, price and delivery

5.1. Order Form

For Order purposes, the Parties have expressly agreed that the Order Forms must include:

- The desired model(s) of the Products;
- The desired quantities;
- The desired date of dispatch within a minimum of fifteen (15) days subject to stock availability;
- The desired mode of Delivery:
 - Option 1: Collection of the Products by the Customer directly from ICARE Technologies' warehouses. In this case, it will be necessary to state the desired collection day.
 - Option 2: Appointment of the carrier DHL to deliver the Products, it being specified that the delivery costs are payable by the Customer in accordance with the rates applicable by DHL on the day of the Order. In this case, the Customer shall indicate:
 - The desired delivery address.
 - The identity and contact details of the Person responsible for the Order;
 - The identity and contact details of the Person responsible for delivery;
 - The identity and contact details of the Person responsible for invoicing for the Products;
 - The identity and contact details of the Person responsible for invoicing for the Licences;
 - Any other details mutually agreed upon by the Parties.

5.2. Order Confirmation

All Orders are firm and definitive from the time of the Customer's express acceptance of the sales Order sent by ICARE Technologies, either directly, by e-mail or through the Aeklys® App or the Site. Once the Order is confirmed, no changes to the invoice shall be possible without the prior express written consent of ICARE Technologies.

5.3. Delivery

Delivery of the Products shall be made in accordance with Incoterm 2010 Ex Works. All export and import formalities and costs, as well as the related duties and taxes, shall be borne by the Customer. The Customer shall be responsible for transport to the delivery address.

All ICARE Technologies prices are quoted exclusive of tax. The Customer is responsible for the payment of all taxes in force on the day of the Order. As such, the Customer agrees to reimburse ICARE Technologies for any tax paid on behalf of the Customer. For the avoidance of doubt, the Customer's liability for taxes includes any import or export tax on the shipment of the Products.

Unless otherwise expressly agreed between the Parties, ICARE Technologies shall only deliver the Products once they have been fully paid for by the Customer.

Once the Products are delivered, the Customer shall take responsibility for any risk of loss, theft, destruction or damage to the said Products. Once the Products are delivered, the Customer has five (5) days in which to write to Service Client, ICARE Technologies, Immeuble Castellani, 4 Avenue du Mont Thabor, 20090 AJACCIO, FRANCE expressing any reservations concerning apparent defects.

5.4. Payment conditions

The financial and pricing conditions are detailed in Appendix 1 to these Terms and Conditions of Use of the Mobility Service.

The Customer shall pay all invoices issued pursuant to this Contract in the currency stated in the invoice in question and within a maximum period of forty-five (45) days end of month from the date of issue of the invoice. ICARE Technologies shall send each invoice relating to the monthly period in question to the Customer address stated in the Order form. No compensation or discounts shall be given with regard to the payments.

Any amount outstanding on the due date shall incur interest at three times the legal interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points. In addition, the Customer shall automatically owe ICARE Technologies, in addition to the late payment penalties, a fixed sum of forty (40) euros as compensation for collection costs.

In the event of late payment or partial payment, ICARE Technologies shall have the right to refuse any Order from the Customer concerned and to suspend the Customer's access to the ICARE Technologies Mobility Solution until full payment of all amounts due.

In the event of non-payment by any of the due dates and following two notifications by registered letter that have remained without effect, ICARE Technologies reserves the right to take back all Products belonging to it immediately, even those for which payment is not yet due. In this case, the Products must be returned immediately and delivered to ICARE Technologies at the Customer's expense and risk.

5.5. Transfer of ownership of the Products

The Products are delivered with retention of title until payment in full of the principal and other charges, payment being understood to mean the effective receipt of the price.

These provisions do not prevent the transfer to the Customer, upon delivery, of the risks of loss and deterioration of the Products delivered, as well as any damages that they may incur for any reason whatsoever. The Customer shall also bear the cost of insuring the Products as soon as the risks are transferred.

It is forbidden for the Customer, until full payment has been made, to conclude a sale or any other agreement with a third party which excludes the rights of ICARE Technologies or infringes them in any way whatsoever. In the case of resale, if the next purchaser is himself/herself/itself a reseller, the Customer shall be responsible for contracting the same retention of title clause with that party, and for implementing it in the event of default by the sub-purchaser.

In the case of application of this retention of title clause, by way of damages and interest, ICARE Technologies shall keep all sums already paid for Products that have not been paid for in full. ICARE Technologies reserves the right to claim damages and interest from the Customer even if it is taking indirect action against the sub-purchaser.

6. Installation of the products and description of the ICARE Technologies Mobility Solution

6.1. Installation of the Products

Documentation in English is available via the following link: <https://admin-keycore.otakeys.com>. The Customer must refer to it and follow its instructions when installing the Products in the designated Vehicles or entrust this task to a professional. Installation in accordance with the Product Documentation shall not affect the performance of Vehicles.

The Customer acknowledges that a Product can only be used in the Vehicle specified by the Customer at the time of placing the Order. Notwithstanding the foregoing, the Customer may transfer a Product from one Vehicle to another provided that the Customer notifies ICARE Technologies of such an operation and provides ICARE Technologies with the necessary information to modify the ICARE Technologies Mobility Solution accordingly, in order to transfer the services associated with the Product concerned. Failing this, the Customer acknowledges that the ICARE Technologies Mobility Solution may malfunction.

ICARE Technologies accepts no responsibility for Products transferred without sufficient prior notice.

6.2. Description of the ICARE Technologies Mobility Solution

The ICARE Technologies Mobility Solution enables the Customer and his/her/its Users to connect a smartphone with Bluetooth or NFC functionality and running the iOS (Apple) or Android (Google) operating system to a Vehicle equipped with a Product that has been correctly installed beforehand. Together with a Product, the subscription to the ICARE Technologies Mobility Solution gives the Customer and his/her/its Users access to a secure mobility and virtual key solution that can be integrated into the ICARE Technologies Products and enables an integrated user experience for vehicle access, vehicle start-up rights management and vehicle data availability. In order to benefit from the ICARE Technologies Mobility Solution, the Customer must have an Internet connection and pay for a Licence for each Product installed in a Vehicle.

ICARE Technologies shall provide the assistance and maintenance services as described in Appendix 2 to this Contract.

ICARE Technologies reserves the right, at its sole discretion, to make any modification to the ICARE Technologies Mobility Solution and Documentation that it deems necessary or useful in order to:

- Maintain or improve (i) the quality or supply of the ICARE Technologies Mobility Solution to the Customer, (ii) the competitive position of the ICARE Technologies Mobility Solution on the market or (iii) the cost efficiency or performance of the ICARE Technologies Mobility Solution; or
- Comply with the laws in force.

The Customer shall immediately notify ICARE Technologies as soon as he/she/it becomes aware of or suspects any unauthorised access to the ICARE Technologies Mobility Solution or any unauthorised use thereof.

7. Warranties

For twelve months from delivery, ICARE Technologies guarantees the conformity of the ICARE Technologies Mobility Solution including the Products with the specifications described in the Documentation and this Contract. ICARE Technologies' warranty is strictly limited to its own ICARE Technologies Mobility Solution, even if it is integrated into the Customer's Solution. Unless otherwise stipulated, ICARE Technologies may not be considered the prime contractor simply because the ICARE Technologies Mobility Solution is supplied as part of a package.

The warranty shall only apply to defective Products returned to ICARE Technologies by the Customer. Unless expressly otherwise stipulated, the cost of transporting Products presumed to be non-conforming shall be borne by the Customer, as shall the costs of preliminary work or groundwork, dismantling and reassembly operations made necessary by the terms and conditions of use or installation of the product, work concerning components not included in the supply in question, and the travel and accommodation expenses of ICARE Technologies' agents, in the event of intervention on site. Replaced parts shall revert to the property of ICARE Technologies.

The warranty shall not apply when the non-conformity affecting the Product is due to, or is aggravated by, an event beyond the control of ICARE Technologies, such as:

- Normal wear and tear;
- Damage or accidents resulting from failure to comply with the characteristics, negligence, lack of supervision or maintenance, or faulty use of the Product;
- A defect resulting either from materials or components supplied by the Customer, from a design imposed by the Customer, or from a modification made by the Customer to the Product and/or the ICARE Technologies Mobility Solution without the prior express written consent of ICARE Technologies;
- When the Customer has replaced components of the Product with components of another origin;
- When a repair or modification made by the Customer has consequences on parts other than those repaired or modified;
- For incidents due to unforeseen circumstances or force majeure, etc.

ICARE Technologies does not guarantee that the ICARE Technologies Mobility Solution will be available, accessible, uninterrupted, timely, secure or error-free, or will meet the Customer's requirements.

ICARE Technologies may avail itself of the warranty and liability limitations that the Customer applies to third party sub-purchasers of the ICARE Technologies Mobility Solution, including to his/her/its own customers and to Users.

It is expressly agreed between the Parties that the Customer may only invoke the benefit of the provisions concerning the warranty after having satisfied the payment conditions provided for in the Contract.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE CONTRACT AND ALL OTHER WARRANTIES, WHETHER LEGAL OR CONTRACTUAL, IMPLIED OR EXPRESS, AND WHETHER ARISING FROM COMMERCIAL, GENERAL OR PRIVATE USE, ARE EXCLUDED.

8. Rights, Obligations and Responsibilities of the Parties

The Parties undertake to always behave as loyal partners and in good faith, and in particular, to inform each other without delay of any dispute or difficulty that they may encounter in the performance of this Contract.

8.1. Rights, obligations and responsibilities of ICARE Technologies

Subject to the timely payment of all applicable fees and expenses and the Customer's compliance with the essential conditions of this Contract, ICARE Technologies shall make all reasonable efforts to provide the ICARE Technologies Mobility Solution to the Customer during the term of the said Contract. In this respect, ICARE Technologies shall make all reasonable efforts to provide access to the ICARE Technologies Mobility Solution, as well as to ensure its reliability and proper functioning. ICARE Technologies shall identify the most appropriate technical means to provide the ICARE Technologies Mobility Solution.

ICARE Technologies cannot be held liable for damages incurred by the Customer or his/her/its employees, subcontractors, own customers and Users due (even partially) to external factors and/or actions of those parties, including but not limited to:

- Disturbances or defects in the quality or service of the ICARE Technologies Mobility Solution, caused by external factors (for example: malfunctions or defects in third-party installations, malfunctions or quality defects due to obstacles to wireless or Bluetooth communication, measures imposed by the competent regulatory authorities);
- Loss of use due to updates, improvements and/or extensions to the ICARE Technologies Mobility Solution or its updates in accordance with this Contract;
- Abuse, misuse or failure due to incorrect installation of the ICARE Technologies Mobility Solution;
- Incorrect installation of a Product in a Vehicle;
- Failure of computer and other equipment belonging to the Customer or his/her/its own customers, including mobile phones, computers, modems and/or accessories. In the event of equipment failure or a problem with configuration, the Customer must only contact the seller/manufacturer of the equipment concerned, and not ICARE Technologies;
- Use of a mobile phone, computer or equipment (i) that does not comply with the user instructions or this Contract, or (ii) has not been duly authorised in accordance with the standards in force, or (iii) without taking the necessary security precautions against viruses, intrusions or other attacks, or unauthorised access by third parties;
- Third-party intrusions despite the security measures put in place by ICARE Technologies;
- Loss or theft of a mobile phone serving as a virtual Vehicle key via the ICARE Technologies Mobility Solution;
- The User's login details being compromised due to (i) voluntary or involuntary disclosure of the password to a third party, (ii) failure to immediately change the default password to a personal password, or (iii) use of a simple personal password (e.g. 1234 or 5555);
- Cases of force majeure.

Except in the case of gross negligence, ICARE Technologies shall not be liable to the Customer or to third parties (including, but not limited to, the Customer's own customers and the Users) for any consequential, indirect, special, accidental or exemplary damages, whether foreseeable or not (including, but not limited to, damages related to loss of profit, production, operation, data or information), even if ICARE Technologies has been informed of the possibility of such damages.

When distributing the ICARE Technologies Mobility Solution to the Customer's own customers, whether on its own or as part of a Customer Solution, the Customer undertakes to ICARE Technologies to be the sole point of contact for his/her/its own customers.

ICARE TECHNOLOGIES' TOTAL LIABILITY TO THE CUSTOMER ARISING FROM THE CONTRACT, REGARDLESS OF ITS LEGAL BASIS, IS EXPRESSLY LIMITED TO THE AMOUNT INVOICED DURING THE LAST SIX (6) MONTHS OF PERFORMANCE OF THIS CONTRACT.

8.2. Rights, obligations and responsibilities of the Customer

For the duration of this Contract, the Customer undertakes to pay ICARE Technologies all applicable fees and expenses in a timely manner, and to meet the essential conditions of the said Contract.

The Customer undertakes to communicate all information necessary for the provision of the ICARE Technologies Mobility Solution and shall be solely responsible for the information communicated to ICARE Technologies in that context. It is agreed that ICARE Technologies cannot under any circumstances be held liable for the consequences related to the use and distribution of the said information.

The Customer acknowledges that the provision of the ICARE Technologies Mobility Solution and the transfer of certain operational Data can only take place via the wireless network, within the limits of their availability and configuration. ICARE Technologies assumes no responsibility for the quality of reception. The Customer understands and accepts that the provision of the ICARE Technologies Mobility Solution is subject to the Customer receiving the technically necessary signals. If the Customer is unable to receive such signals (e.g. due to a change of network service provider or long-term technical restrictions or difficulties), the Customer will be unable to make full use of the ICARE Technologies Mobility Solution. Should this disruption persist for a period of three (3) months, each Party shall have the right to terminate this Contract. The right of termination shall be the Customer's sole remedy in the event of interruption or disruption.

ICARE Technologies may, directly or indirectly, suspend, terminate or refuse access to or use of all or part of the ICARE Technologies Mobility Solution by the Customer, any User or any other Person, without incurring any consequential obligation or liability, if:

- ICARE Technologies receives a judicial or governmental request or order, subpoena or law enforcement request that expressly asks ICARE Technologies to do so, or reasonably implies that it should;
- The User has not met a significant condition of this Contract,
- The User has accessed or used the ICARE Technologies Mobility Solution outside the scope of the rights granted, for purposes not authorised under this Contract, or in any way that does not comply with any essential instruction or direction in the specifications;
- The Customer or User is, has been or is likely to be involved in fraudulent, deceptive or illegal activities concerning or related to the ICARE Technologies Mobility Solution;
- This Contract expires or is terminated.

In the aforementioned cases of suspension, the Customer shall not be entitled to any compensation from ICARE Technologies. Furthermore, the Customer shall remain bound by his/her/its contractual obligations, including payment obligations, and this paragraph shall not limit any other right or remedy of ICARE Technologies, whether in law, equity or pursuant to this Contract. For the avoidance of doubt, if ICARE Technologies suspends or terminates this Contract, the Customer shall not be entitled to a refund for Products previously purchased.

9. Intellectual Property

9.1. Right of ownership of the ICARE Technologies Mobility Solution

ICARE Technologies is the owner and holds a regular right to market the ICARE Technologies Mobility Solution provided to the Customer, as well as all tools that may be implemented in the provision of the ICARE Technologies Mobility Solution. ICARE Technologies reserves all intellectual property rights concerning the ICARE Technologies Mobility Solution, except for the rights expressly granted in this Contract. Unless otherwise stipulated herein, the Customer does not own any intellectual property rights relating to the ICARE Technologies Mobility Solution. The structure, organisation and source code of the ICARE Technologies Mobility Solution are trade secrets and Confidential Information belonging to ICARE Technologies and/or other concerned third parties. The Customer may not remove or alter any trademark, logo, slogan or other proprietary notice in or on the ICARE Technologies Mobility Solution.

9.2. Licence and rights granted to the Customer for the ICARE Technologies Mobility Solution

Throughout the duration of this Contract, ICARE Technologies grants the Customer a limited, personal, non-exclusive, non-assignable and non-transferable right to use the ICARE Technologies Mobility Solution, it being specified that the Customer is authorised by ICARE Technologies to provide the ICARE Technologies Mobility Solution to the Users in accordance with the use envisaged in this Contract.

This licence does not grant the Customer the right to use any registered or unregistered trademarks or logos of ICARE Technologies or its licensors. The Customer is not authorised to share or publish public opinions concerning the ICARE Technologies Mobility Solution without the prior written consent of ICARE Technologies.

10. PRIVACY

Each Party undertakes to respect the confidentiality of the Confidential Information disclosed by the other Party in the context of this Contract, in accordance with the provisions detailed below. In this respect, each Party shall refrain from disclosing any Confidential Information received from the other Party without the latter's prior express written consent.

The expiration or termination of this Contract shall not affect the rights and obligations of confidentiality contained herein with respect to the Confidential Information of the other Party; such rights and obligations of confidentiality shall remain in full force and effect for a period of five (5) years from the date of expiration or termination of this Contract.

Each Party shall take all necessary measures to preserve the confidential nature of the Confidential Information, provided that such measures are not less than those taken by each Party to protect its own Confidential Information. Accordingly, each Party may disclose Confidential Information only to its Subsidiaries and employees who need to know such confidential Information for the purposes of this Contract, and shall ensure that those Subsidiaries and employees are aware of and undertake to maintain the confidential nature of such Confidential Information. In addition, each Party agrees to keep secret all other Confidential Information of any kind which is not yet publicly known and which it might obtain through contact with the other Party.

However, the obligations of confidentiality do not apply any information which:

- Is already in the public domain or is made available to the public with no breach of this Contract by the receiving Party; or
- Was in the possession of the receiving Party before that Party received it from the disclosing Party, as evidenced by its written records; or
- Has been received independently by a third party free to disclose such information to the receiving Party; or
- Has been subsequently developed independently by the receiving Party, as evidenced by its written records or other appropriate evidence; or
- Has been the subject of a disclosure order by a court of competent jurisdiction or by a legal obligation, provided, however, that where possible, the receiving Party first informs the disclosing Party in writing prior to such disclosure and in any event as soon as possible thereafter.

11. PERSONAL DATA

11.1 Compliance with legislation

Each Party undertakes to comply with all legal and regulatory provisions in force with regard to Personal Data, and in particular those of Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms, and Regulation (EC) 2016/679 of the European Parliament on the protection of personal data. Any regulatory changes in the area of Personal Data protection and respect for privacy, which could give rise to a strengthening of the Parties' obligations under this article, shall be implemented as soon as possible by the Parties and at their own expense.

11.2. Personal data and subcontracting of processing

With regard to the subcontracting of data processing carried out by ICARE Technologies on behalf of the Customer, the Parties have expressly agreed to sign the data processing contract provided in Appendix 3 hereto at the same time as this Contract.

11.3. Personal data and contractual relationship

Each Party shall be responsible for processing of the personal data of the signatories and interlocutors of the other Party. The purpose of processing these personal data is to establish, execute and monitor the contractual relationship established between the Parties, it being specified that the legal basis of the said processing is the performance of this Contract. These personal data may be transmitted on the same legal basis and for the same purpose to the subcontracting companies or Subsidiaries of each Party. In the event of a transfer of personal data outside of the European Union, such transfer shall be carried out in strict compliance with the applicable mandatory rules, as well as the internal rules of each of the Parties. The personal data of the signatories and contact persons of each Party shall be processed for the duration of the contractual relationship and then for a period of five years from the end of the said contractual relationship. At the end of this period, these personal data shall be deleted, provided that such deletion is not contrary to any legal obligation to retain them.

Under the General Data Protection Regulation (EU GDPR), the data subjects of this processing have the following rights (information rights under Articles 13 and 14 EU GDPR):

- Right to withdraw consent under Article 7 EU GDPR;
- Right of access under Article 15 EU GDPR;
- Right to rectification under Article 16 EU GDPR;
- Right to erasure under Article 17 EU GDPR;
- Right to restriction of processing under Article 18 EU GDPR;
- Right to data portability under Article 20 EU GDPR;
- Right to object to processing under Article 21 EU GDPR;

If they have any questions on this subject or wish to exercise these rights, data subjects may contact: support@icaretech.fr. Where appropriate, data subjects may also contact the competent national data protection authority.

12. DURATION AND TERMINATION

The duration of this Contract is twenty-four (24) months from the Effective Date. The provisions of Articles 4, 5, 6, 7, 8 and 10 shall remain in force notwithstanding the termination or expiration of this Contract.

Either Party may terminate the Contract by operation of law, without prejudice to the exercise of its other rights and remedies, if the other Party fails to fulfil any of its obligations under the Contract and still does not remedy its default within fifteen (15) calendar days following receipt of a formal notice sent by registered letter with acknowledgement of receipt by the non-defaulting Party. Failure by the Customer to fulfil his/her/its obligations shall include, but not be limited to, non-payment.

Subject to the applicable legal provisions, this Contract may be terminated by operation of law without the Parties being able to claim any compensation of any kind whatsoever, by registered letter with acknowledgement of receipt, subject to giving three (3) months' notice by registered letter with acknowledgement of receipt, in the event that the following should occur:

- In law or in fact, a change in the distribution of capital and/or in the organisation and/or in the control of the Customer, who shall inform the other of such changes;
- Unless otherwise stipulated by law, filing for bankruptcy, cessation of payments, judicial safeguard, receivership, liquidation of the Customer's assets.

When this Contract is ended for any reason whatsoever:

- The rights and licences granted to the Customer by ICARE Technologies shall immediately come to an end;
- The Customer shall immediately cease to use the ICARE Technologies Mobility Solution
- The Customer shall pay ICARE Technologies all undisputed and unpaid fees and other amounts due under this Contract or any applicable amendment within thirty (30) days from the end of the Contract. The Customer shall pay any disputed amount immediately once the dispute in question has been resolved;
- At the option of ICARE Technologies and unless otherwise agreed between the Parties, the Customer shall return to ICARE Technologies or immediately destroy the Documentation, Confidential Information and corresponding data, as well as any copies thereof. If only an amendment is terminated, the previous obligation shall apply only to the Documentation, Confidential Information and data exclusively connected with such amendment;
- Each Party shall honour its post-contractual obligations with regard to this Contract.

13. FORCE MAJEURE

Neither of the two Parties shall be held liable towards the other Party in the event of non-performance or delay in the performance of an obligation provided for in this Contract caused by the occurrence of a case of force majeure. Force majeure is understood to mean any event beyond the reasonable control of the Party whose performance is prevented or made significantly more onerous, including strikes or labour disputes at the business of either Party, fire, floods or other natural disasters as well as the modification of any regulations applicable to the Contract and making performance thereof impossible or unreasonably onerous.

The Party affected by the case of force majeure shall notify the other Party as soon as possible by any means available.

The case of force majeure shall suspend the obligations to be borne by the Parties for the entire duration of its existence. The Parties shall contact each other as soon as possible in order to determine whether (i) performance of the obligation is rendered totally impossible or (ii) whether certain adjustments may be made to the Contract to enable its continued performance under conditions that restore the economic balance between the Parties.

Should the Force Majeure event last for more than thirty (30) days, the Contract may be terminated automatically at the initiative of either Party by giving the other Party fifteen (15) days' written notice.

14. GENERAL PROVISIONS

14.1 Independence of the Parties

The Parties shall at all times act independently of each other, without this Contract being deemed to create any subsidiary, joint venture or legal entity, or any relationship of subordination or representation, mandate, agency or similar between them. Neither Party may make any commitment in the name and on behalf of the other Party.

14.2 Applicable law

By express agreement between the Parties, this Contract is governed by French law, to the exclusion of its conflict of law rules and the 1980 Vienna Convention on Contracts for the International Sale of Goods.

14.3. Dispute settlement

Any dispute between the Parties to this Contract relating to the existence, validity, conclusion, interpretation, performance, termination or any consequence of the said termination of this Contract, which the Parties could not resolve amicably within sixty (60) days following notification of the dispute by one Party to the other Party, shall be submitted at the initiative of the most diligent Party and at any time whatsoever, to the competent courts within the jurisdiction of the Paris Court of Appeal, even in the event of related claims, notwithstanding any introduction of third parties or multiple defendants, including for emergency or preventive proceedings, and this regardless of the nature of the disputes and the location of the registered office of the Parties concerned.

14.4. Completeness of agreement

This Contract and its appendices constitute the entire agreement of the Parties with respect to the subject hereof. Consequently, this Contract cancels and replaces any other agreement, protocol, contract and/or document of any nature whatsoever prior to the Effective Date that is directly and/or indirectly related to the subject hereof.

14.5. Modification of the Contract

The parties understand and acknowledge that ICARE Technologies has the right at any time to modify all or part of this Contract, to incorporate modifications required by law, or any other applicable regulation, or within the Products and Services, or any event deemed by ICARE Technologies to require such modifications. Any new version of the Terms and Conditions of Use of the Mobility Service shall not apply retroactively but shall replace and supersede the previous Terms and Conditions of Use of the Mobility Service.

We recommend that you frequently consult the Terms and Conditions of Use of the Mobility Service and save each version in a durable medium.

14.6. Waiver

No delay or abstention on the part of either Party in exercising its rights shall constitute a waiver, in whole or in part, of the rights that it holds under this Contract, nor shall it be considered as such and, in any event, shall not prejudice any right of that Party to this Contract.

The fact that one of the Parties has not required the application of any clause of this Contract, whether permanently or temporarily, shall under no circumstances be considered as a waiver of the said clause.

Furthermore, any waiver by one of the Parties of its right to invoke the benefit of an article of this Contract shall not be construed as a waiver of the right to invoke that article or any other article subsequently and/or in another case.

14.7. Partial nullity

In the event that any provision of this Contract is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Contract. In such a case, the Parties shall, if possible, substitute for such unlawful or unenforceable provision, a lawful or enforceable provision that is as similar as possible or has an equivalent effect.

14.8. Transfer

This Contract is concluded *intuitu personae* and therefore cannot be transferred in whole or in part by one of the Parties without the prior express written agreement of the other Party, and the said Contract may not be refused without just cause. Notwithstanding the previous clause, either Party may transfer all or part of its obligations under this Contract to one of its Subsidiaries, provided that this Subsidiary complies with the provisions of this Contract.

The Customer undertakes to inform ICARE Technologies of any change likely to result in a change of control of the Customer, by whatever means (transfer of shares making up its share capital, capital increase, reorganisation of voting rights, etc.) or a significant change in the structure of the Service Provider (transfer of assets, subsidiarisation of activities, etc.). This information must be provided by any means as soon as the Customer becomes aware of it. In such a case, ICARE Technologies may terminate this Contract without any compensation for the Customer. The Customer shall nevertheless remain liable to pay ICARE Technologies all sums due on the date of termination of the Contract.

14.10. Notification

All notifications given under the terms of this Contract shall be in writing and sent to the address of the registered office of the Party concerned, or to any other address which shall be notified in writing by one Party to the other, and shall be effective:

- At the time of delivery, in the case of hand delivery;
- On the first working day following delivery of the letter, if sent by registered mail with acknowledgement of receipt;
- On the date of acknowledgement of receipt, if sent by fax.

Unless expressly provided otherwise, any notification given under this Contract shall be sent to the following address:

ICARE Technologies, Service Client,

Immeuble Castellani,
4 Avenue du Mont Thabor,
20090 AJACCIO
FRANCE

14.11 Electrical and electronic equipment waste in Europe

OTA keys is affiliated with RECUPEL and pays administrative contributions related to the obligation to take back professional electrical and electronic equipment. The Customer agrees to bear all costs for the collection and processing of the professional electrical and electronic equipment included in the order form/invoice at the time of disposal of that equipment, as well as the electrical and electronic equipment that it replaces. In order to comply with national legislation, the Customer may contact the operator with whom RECUPEL has signed a charter (www.recupel.be).

Reference: mobility-conditions/20201001

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