

GENERAL TERMS AND CONDITIONS OF SALE AND USE

THESE GENERAL TERMS AND CONDITIONS OF SALE AND USE GOVERN THE RELATIONSHIP BETWEEN :

VIDMIZER SAS, a company with share capital of 84,700 euros, headquartered at 17 Rue de la Cité Universitaire - 75014 PARIS, registered in the Paris Trade and Companies Register under number RCS 820 454 031, represented by Laurent Bréboin, Chairman, its representative in office.

AND ITS CUSTOMER DULY AUTHORIZED TO SIGN THE ORDER FORM and designated therein, hereinafter referred to as "the customer", OF THE OTHER PART, individually referred to as the "Party" and together referred to as the "Parties".

THESE GENERAL TERMS AND CONDITIONS OF SALE AND USE GOVERN YOUR COMMITMENT BY QUOTATION-ORDER FORM AND YOUR USE OF THE SERVICES ACCESSIBLE THROUGH OUR APPLICATION AND WILL BE BINDING ON THE SIGNATORY OR THE LEGAL ENTITY THAT YOU ARE DULY AUTHORIZED TO REPRESENT.

PREAMBLE

The Customer wishes to use SaaS from a Service Provider specializing in eco-responsible encoding and video storage. The Customer's objectives and requirements for the operation of this application were identified during discussions prior to the signing of the purchase order quotation. The Customer has provided an expression of its requirements for the SaaS solution that Vidmizer is providing.

Vidmizer therefore offered its services in SaaS mode and issued the order form with full knowledge of the Customer's objectives.

Vidmizer is a "Software as a Service" (SaaS) provider. As such, it is the supplier of the Application Services designated below in the contract.

The Customer acknowledges having received from Vidmizer all necessary information enabling him to assess the suitability of the Application Services for his needs and to take all necessary precautions for its use.

1. DEFINITIONS

1.1 "Application" means Vidmizer's eco-responsible video encoding and storage software application "Cutz" made available to you for the provision of the Services (or Services in beta test).

1.2 "Third Party Applications" means any online or offline software tool that is accessible to you, that is not owned or licensed by Vidmizer, and that interacts or is intended to interact with the Application.

1.3 "Beta Test" refers to services clearly identified as such and only accessible to certain test users, at Vidmizer's suggestion.

1.4 "Quotation-Order Form" means the written or online order document, in accordance with Vidmizer's order form, it being understood that invoices will always be viewable and downloadable online only, specifying the type of Services (or Beta Test) to be provided to you and any other information relating to such Services (or Beta Test), such as their cost.

1.5 "Information" means electronic data obtained by Vidmizer either from public sources or pursuant to contractual authorizations, and made available to You through the Application.

1.6 "Terms and Conditions of Sale and Use" means this document issued by Vidmizer.

1.7 "Separate Agreement" means terms of use specific to services that are not included in the Services (or Beta Tests).

1.8 "Duration of the Services" means the period of time during which the Services are provided in accordance with your Quotation-Purchase Order.

1.9 "VIDMIZER" refers to the French company VIDMIZER SAS.

1.10 "Account" means the individual license granted to you or to each of your users to use the Application under your sole responsibility.

1.11 "Features" refers to the encoding and storage services available to users via the Application.

1.12 "User" means the legal entity

that is a duly authorized signatory to the Quotation-Purchase Order or the users duly authorized by you to use the Services (or Beta test). "User" means any person who uses the platform outside the platform administration team.

1.13 "Data" means the electronic data (connection data and settings data) provided by You (or Your Users) to operate the Services (or Beta test) or the electronic data (analytical data) that You (or Your Users) generate by using the functionalities of the Services (or Beta test), excluding Content as well as the data returned by our platforms to your applications.

1.14 "You/your" refers to the natural person or legal entity exercising the rights provided for in the Contract, including your Users.

1.15 API refers to access to a platform service via a REST API.

2. SUBSCRIPTION AND CONFIDENTIALITY

2.1 VIDMIZER provides access to the Services (or Beta Test) based on the information provided in Your Quotation-Order Form. Any Quotation-Order Form shall be effective as of its effective date of receipt by VIDMIZER.

2.2 You benefit from the Services (or Beta Test) via an individual profile, accessible with Your "username" and "password" and on request may have an API Key to access the platform via the API.

2.3 Identifiers and access codes are personal and confidential. They may only be changed at the Customer's request or at the Service Provider's initiative,

subject to prior notification to the Customer.

The Customer undertakes to do everything in his power to keep his Identifiers and password secret and not to divulge them in any form whatsoever.

2.4 The Customer is entirely responsible for the use of the Identifiers and is responsible for the safekeeping of the access codes. The Customer shall ensure that no other person not authorized by the Service Provider has access to the Application Services and Solutions. In general, the Customer assumes responsibility for the security of individual workstations accessing the Solutions. In the event that the Customer becomes aware that another person is accessing the Solutions, the Customer will inform the Service Provider without delay and confirm this by registered letter.

2.5 In the event of loss or theft of one of the identifiers, the Customer will use the procedure set up by the Service Provider enabling him to recover his identifiers and passwords by email.

2.6 In the event of conflict or contradiction between the stipulations of the General Terms and Conditions of Sale and those of a Quotation-Purchase Order, the Stipulations of the Quotation-Purchase Order shall prevail.

2.7 Each of the Parties shall return all copies of documents and media containing the words "confidential information" of the other Party, as soon as the Contract is terminated, for whatever reason. The Parties also undertake to ensure compliance

with these provisions by their personnel, and by any employee or third party who may intervene in any capacity whatsoever within the framework of the Contract.

3. SERVICE SPECIFICATIONS

3.1 VIDMIZER will use all reasonable efforts to make the Services available 24 hours a day, 7 days a week, subject to Internet constraints, possible technical failures, maintenance operations, operations to improve the Application or circumstances beyond our reasonable control (force majeure). Such events may occur without prior notice, although we will endeavour, as far as possible, to provide advance notice of any maintenance or improvements to our Application.

3.2 Since Beta Tests are provided for testing purposes only, notwithstanding Article 3.1, no guarantee of access whatsoever is given in respect of the provision of this type of service, which we may from time to time invite you to Beta Test free of charge or at a very reduced cost. You acknowledge that we may suspend or cease the provision of Beta Tests at any time, without prior notice, and that we may freely decide never to include them within the scope of the Services.

3.3 VIDMIZER does not guarantee the proper functioning, legality, suitability or reliability of any Third Party Application or software with which you may connect. Nor does VIDMIZER guarantee their interoperability, unless expressly provided for in a written document.

3.4 You acknowledge that use of the Services (or Beta Tests) in a manner that does not comply

with the specifications applicable to their access and general functionality may affect the performance of the Services (or Beta Tests) or even prevent Users from accessing the Services (or Beta Tests).

3.5 VIDMIZER reserves the right to make changes, deletions, updates or improvements to the Application and/or any functionality or feature of the Application, and if necessary to the Services and/or the Content, at any time during the Term of the Services, without prior notice.

You expressly acknowledge that VIDMIZER reserves such a right and that such modifications, deletions, updates or improvements shall in no way be considered as a breach of the Quotation-Purchase Order and its general terms and conditions of sale or as a cause exonerating You from Your obligation to pay.

3.6 Vidmizer is not responsible for maintenance in the following cases:

- the Customer's refusal to cooperate with the Service Provider in resolving anomalies and in particular to answer questions and requests for information;
- use of the Application Services in a manner that does not comply with their intended purpose or documentation;
- unauthorized modification of the Solutions by the Customer or a third party;
- failure of the Customer to meet its obligations under the Contract ;
- implementation of any software

package or operating system that is not compatible with the Application Services;

- use of incompatible consumables ;
- failure of electronic and electrical communication networks ;
- wilful act of damage, malice, sabotage ;
- deterioration due to force majeure or misuse of the Application Services.

3.7 Vidmizer is not responsible for any malfunctioning of the Application due to the use of older versions of Internet browsers or failure to update them.

3.8 Vidmizer is also not responsible for any problems with the use of the Application due to a lack of antivirus updates.

3.9 In the event of use that does not comply with company regulations or current legislation, Vidmizer reserves the right to reprimand, deactivate and/or legally prosecute the user for their offences (e.g. attempted fraud, piracy, videos of an illegal, terrorist or pornographic nature, etc.).

3.10 Neither Party shall be held liable for any breach of its obligations under the Contract, if such breach results from a governmental decision, including any withdrawal or suspension of authorizations of any kind whatsoever, from a total or partial strike, whether internal or external to the company, a fire, a natural disaster, a state of war, a total or partial interruption or blockage of the

telecommunications or electricity networks, an act of computer hacking or, more generally, any other force majeure event presenting the characteristics defined by jurisprudence.

3.11 The Party observing the event shall immediately inform the other Party of its inability to perform. The suspension of obligations or the delay shall in no case be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or penalties for delay.

4. USE OF SERVICES

4.1 Subject to the proper performance of Your payment obligation, You are granted the non-exclusive and non-transferable right to use the Application, the Services (and where applicable the Beta Tests) and the Content for the Term of the Services.

4.2 If the Subscriber is an entity with multiple Accounts, one Account may be assigned to another Account during the Term of Services. In such a case, the settings of Your Data corresponding to the first Account will be accessible to the following Account, which will be free to use or not such settings. The disconnection data and analytical data of the first Account will not be accessible to the next Account.

4.3 VIDMIZER will provide You with standard support at no additional cost.

4.4 You acknowledge that You are responsible for all acts committed through Your account and declare that You (or Your Users) will

refrain from using the Services for any illegal activity such as, for example, the broadcasting of illicit content (video and text) as well as content for which You do not have the broadcasting rights (copyright)...

VIDMIZER reserves the right to penalize Users by means of warnings, or directly by a temporary or permanent ban, without prejudice to any action against them or their legal entity. No reimbursement of sums paid by Users will be made in such circumstances. These various sanctions will be applied as impartially as possible, according to the circumstances of the infringement of the law, the Contract or the rights of third parties, notwithstanding any claim or action against the indelicate Users.

4.5 You shall be responsible for the accuracy and legality (in particular with respect to data collection) of all electronic data processed or synchronized by You in connection with the use of the Services (or Beta Test).

4.6 Any Services (or Beta Test) not included in the Contract shall be the subject of a Separate Contract.

5. USE OF CONTENT

5.1 Under no circumstances shall VIDMIZER incur any liability for the deletion or modification of all or part of the Content. If VIDMIZER is requested by a third party or licensor to remove Content, such Content will be removed at our sole discretion.

5.2 Nothing in the Contract may be interpreted as preventing VIDMIZER from fully enjoying our rights as producer of a database.

6. USE OF YOUR DATA

VIDMIZER is committed to complying with the European General Data Protection Regulation (GDPR). For more information on the steps taken by Vidmizer to comply with this regulation, please consult the link https://www.greenencoder.com/wp-content/uploads/2024/08/Politique-de-confidentialite_GreenEncoder_2024.pdf

N.B.: Cutz © is a registered trademark of Vidmizer

6.1 VIDMIZER undertakes to protect the security, integrity and confidentiality of Your Data by physical and technical means.

6.2 If VIDMIZER is requested by a third party to delete Your Data, such data may be deleted, at our sole discretion, if such a request appears to be manifestly justified (for example if Your Data constitutes voluntary identity theft).

6.3 VIDMIZER will not transfer, license or assign Your Data to a third party, unless a) it is required to do so by a court of law, b) this is necessary to ensure the operation of the Services or Beta Test (in particular for the performance of Your payment obligation), c) this is necessary to put an end to a dispute.

6.4 If the Data transmitted for use of the Application Services includes personal data, the Customer warrants to VIDMIZER that it has fulfilled all of its obligations under the French Data Protection Act of January 6, 1978, and that it has informed the natural persons concerned of the

use made of said personal data. In this respect, the Customer guarantees VIDMIZER against any recourse, complaint or claim from an individual whose personal data is reproduced and hosted via the Application Service.

6.5 The Customer assumes any editorial responsibility for the use of the Application Services.

6.6 The Customer is solely responsible for the quality, lawfulness and relevance of the Data and content it transmits for use of the Application Services. The Customer further warrants that it holds the intellectual property rights to use the Data and Content. Consequently, VIDMIZER disclaims all liability in the event of non-compliance of the Data and/or content with laws and regulations, public order or the Customer's needs.

6.7 The Customer shall hold VIDMIZER harmless at first request against any prejudice resulting from its being held liable by a third party for a breach of this warranty.

6.8 More generally, the Customer is solely responsible for the content and messages broadcast and/or downloaded via the Application Services. The Customer remains the sole owner of the Data constituting the content of the Solutions.

6.9 When using the video player integrated into the Cutz Application, anonymous audience data is collected via cookies, under the Customer's responsibility. This data includes impressions, number of views, viewing time, completion rate, type of device used for viewing, playback actions (play, pause, stop...), country and Internet

browser used. These data do not allow us to identify Internet users personally. To clarify our position, please note that our company, Vidmizer, accepts no responsibility for the use of data collected by our services for purposes other than those initially agreed with the customer. We remind our customers that they are responsible for complying with all applicable laws and regulations concerning data confidentiality and appropriate use. By using our services, our customers accept this disclaimer and undertake to use the data in accordance with the agreed arrangements.

6.10 The data collected by the video player cookies are processed by Vidmizer in accordance with the European General Data Protection Regulation (GDPR). It is hosted on secure servers located in the European Union and kept for a maximum period of 13 months.

7.1 THIRD-PARTY APPLICATIONS

7.1.1 If You have access to the Services (or Beta Test) by synchronizing Your Data on an account opened on a Third Party Application, You grant VIDMIZER permission to access said account and guarantee that such access is fully legitimate and legal. If interoperability between the Third Party Application and the Application is no longer possible, in particular if the publisher of the Third Party Application refuses any further interoperability, VIDMIZER may cease to provide the relevant part of the Services (or Beta Test), without incurring any liability whatsoever. Such an event will not be considered as a

cause for termination of the Contract, unless otherwise agreed by the parties to the Contract.

VIDMIZER does not warrant that Third-Party Applications comply with, are interoperable with, function with, will comply with, be interoperable with, or will function with the Application.

7.1.2 If you acquire rights to use a Third Party Application for use in connection with the Services (or Beta Test), you do so at your own risk.

7.2 PACKAGE TYPES

There are 2 types of packages:

- credit packages
- annual subscription packages

8. DURATION

8.1 Credit packages: credit packages are limited to 1 year as long as the account is active. In the event of deactivation due to non-activity, the user will be notified in advance by e-mail and by the display of an information message within the application. Should the account be deactivated, the associated credits will be lost.

8.2 Annual subscription packages :

The package can be used every month as long as :

- monthly credits are not exhausted;
- the month is not over;

1st month begins on contract anniversary date for 30 days

8.4 The Services will be provided from the subscription date mentioned in the corresponding Quotation-Purchase Order, for the duration mentioned. Unless otherwise agreed, the same rule applies to Beta Tests.

8.5 Subscriptions are concluded for a period of 1 year and are automatically renewed for the same period. Should the customer wish to cancel his subscription, he must do so online in the dedicated section, no later than 30 days before the end of the subscription contract. Failing this, the customer will be automatically re-subscribed for a further period of 1 year. Should the customer decide to upgrade to a higher-level package, the contract expiry date will remain identical to that of the initial contract (unless the customer expressly requests otherwise). The contract will be renewed automatically on the expiry date and under the pricing conditions of the new contract.

8.6 If the subscription comes to an end, the user loses the right to access Customer Data from the moment the subscription ceases. The request to terminate the subscription, regardless of its date, may not result in any reimbursement for the period remaining until the expiry date of the Contractual Period.

9. FEES AND PAYMENT

9.1. For the use of Cutz, the following conditions apply to the package:

- At the end of the trial period (expiry of the 15-day period or consumption of the encoding/storage credit), an

e-mail will be sent to notify the user and offer him/her the choice of a package. In addition, a permanent message in the form of a banner in the customer area will be displayed, inviting the user to choose a package. At the end of this test period, users will no longer be able to download their videos. Nor will they be able to encode new videos unless they switch to a paying package.

At the end of the free trial offer, if the user subscribes to a "Pay-as-you-go", "Credit" or "Annual Subscription" type package, the free trial offer will be interrupted.

- If the customer does not choose a package after 3 months, despite automated monthly notifications via our sales teams, stored files will be automatically deleted.

9.1.2 Credit package

Subscribing to credit packages allows you to choose a package tailored to your needs, with a volume based on the number of minutes of encoded video. To find out more about the rates and benefits of our credit packages, click on the link below <https://cutz.cloud> or visit <https://app.cutz.cloud>.

Combining and changing packages

If a user subscribes to a new credit plan, it will be added to the current credit plan or annual subscription.

The user must have enough encoding credits per minute of video to be able to encode. If you do not have enough credits, you will be prompted to purchase

additional credits.

9.1.3 Subscription package

9.1.3.1 Subscription packages

Subscription packages (encoding and storage) are available on the basis of a minimum 1-year commitment at the current rates as defined on the <https://cutz.cloud> website.

The subscription is payable in full from the start of the service provision.

Users must have sufficient monthly encoding volume in minutes in their subscription to be able to encode. If the user does not have sufficient volume, a notification will be displayed asking him/her to subscribe to a higher package in order to carry out additional encoding. If you wish, you can also purchase a credit pack, or use the pay-as-you-go package if you consider that the need for additional volume is only occasional.

When subscribing to a package, customers can choose from a range of encoding and storage volume options to best suit their specific needs.

When the user has chosen the storage option, he/she must have sufficient storage space. If this is not the case, a notification will be sent asking the user to purchase more storage space.

Users who have not chosen the storage option have 48 hours to download the encoded video twice. On exceptional request, they can retrieve it a 3rd time (within this 48-hour period) by

contacting the platform's technical administrator.

If you choose the storage option, after one year of non-activity and non-payment, stored videos will be permanently deleted.

9.1.3.2 Combining and changing subscription packages

If a user has a subscription type package and buys a new "Credit" type package, it will be cumulated;

Users can upgrade their annual subscription package at any time, depending on their encoding and storage needs.

9.1.3.3 Upgrade of annual subscription packages

If a user upgrades their "Annual" package, activation is automatic and takes effect immediately on the upgrade date.

The user is then subject to the conditions of the new subscription (services and price).

The difference between the price of the current package and the new package will be added to the user's account on the following month's invoice;

The upgrade for the current month will be offered to the user, who will be committed on the basis of the new subscription package until the original contract expires (the expiry date will not be changed).

If payment of the amount required to switch to the new package cannot be made, the user will remain on the old package;

9.1.3.4 Downgrade of annual subscription packages

When a user "downgrades" their subscription package, the new subscription will be activated when the current annual contract expires.

9.1.3.5 Cancellation of annual subscription packages

Any annual package may be cancelled at the end of the subscription period (anniversary date), provided that VIDMIZER is notified at least 30 days before the end of the current subscription period. If this is not the case, the contract will be automatically renewed by tacit agreement for a period equal to that of the current subscription, and at the new rate if the rate has been updated. Cancellation requests 30 days before the expiry date must be made directly from the platform.

9.2 To the extent permitted by law, royalties are non-refundable.

9.3 The price of the Services may be modified at any time, at VIDMIZER's sole discretion, and customers will be notified in advance, at least 30 days in advance. In such a case, any new subscription request will be invoiced on the basis of the price applicable on the date of the Quotation-Order Form.

9.4 Fees for Services are quoted in euros and are exclusive of tax and charges.

9.5 In the event that taxes, charges or fees (local VAT, customs tax, etc.) are due, it is agreed that

these taxes, charges or fees will be Your sole responsibility and that their declaration and payment will be Your responsibility.

9.6 All subscriptions are payable in Euros, prior to the commencement of the provision of Services.

9.7 Payment terms are specified in the order form when subscribing online.

9.8 You agree to pay for subscriptions in accordance with the payment methods accepted by VIDMIZER, i.e. :

- by CB/VISA/Mastercard bank cards
- by direct debit (for subscriptions)

9.9 If the method used for payment fails, You agree to immediately take all necessary steps to rectify the situation. In such a case, VIDMIZER may delay or suspend access to the Services until the situation has been fully resolved.

In the event of late payment of all or part of an invoice, late payment penalties will be payable on the sums due without prior formal notice and from the first day of delay (Art L 441-6 of the French Commercial Code), without limiting our other rights or remedies, at a rate equal to 1% of the invoice amount per month of late payment applicable on the invoice issue date, with the additional application of a flat-rate indemnity of 40 euros to cover internal collection costs, in accordance with the French Commercial Code (Art L 441-3 of

the French Commercial Code).

9.10 If payment is overdue by more than 30 days, VIDMIZER may suspend access to the Services until the amount due is paid in full, without limiting our other rights or remedies. In such event, all amounts due under the Contract shall become immediately and automatically due and payable by operation of law, without prior notice and without prejudice to any other remedies.

9.11 Using the video player

9.11.1 The Cutz application integrates a video player functionality enabling the Customer to broadcast videos on his own website.

9.11.2 The video player uses cookies to collect statistical data on video viewing by Internet users: number of sessions, viewing times, completion rates, types of devices used, playback events (launch, pause, replay), origin of visits, browser used. This data is used to compile audience statistics (data is collected and managed using the Open Web Analytics tool). <https://www.openwebanalytics.com/>

9.11.3 No personal data directly identifying Internet users is collected via the video player.

9.11.4 It is the Customer's responsibility to inform Internet users of cookies linked to the Vidmizer player on its site, as part of the global cookie consent process that it implements. The Customer undertakes to include acceptance of cookies from the Vidmizer player in its cookie

acceptance banner.

9.11.5 The audience measurement data collected by the player is accessible to the Customer from his Cutz account (in a first upgradeable version, the data is limited to the CSV export of impressions, views, completion rates, average viewing time). A more elaborate version will then enable access to a more complete dashboard of information based on data collected via Open Web Analytics. Data is kept for a maximum of 13 months. After this period, the Customer must obtain consent once again.

9.11.6 At the Customer's request, Vidmizer may provide the Customer within a reasonable period of time with all audience data collected by the Player on its videos, or delete such data from its servers.

9.11.7 Vidmizer undertakes to host the Player's cookie data on servers located in the European Union and to implement the security measures required by the RGPD.

10. OWNERSHIP AND LICENSING

10.1 The Customer is and remains the owner of all Data used via the Application Services within the scope of the Contract.

10.2 VIDMIZER is and remains the owner of the property rights relating to any element of the Application Services and Solutions made available to the Customer, and more generally to the IT infrastructure (software and hardware) implemented or developed under the Contract.

10.3 VIDMIZER holds the

intellectual property rights to the Application. Unauthorized duplication, in whole or in part, of the Application by any means whatsoever, in particular mechanical, digital or electronic, is prohibited without the express consent of VIDMIZER.

VIDMIZER, "cutz.cloud" are signs duly protected by Content rights, in all forms of medium, for the whole world and for a duration equal to that of the copyright, including all intellectual property rights or database producer rights.

10.5 VIDMIZER grants You the right to access the functionalities of the Application, for the limited period of the Term of Services, and the right to access and use the Content accessible through our database, as long as You act in accordance with the Quotations-Purchase Orders subject to payments due.

10.6 You may not permit third parties to use the Application, Services, Beta Tests or Content for the benefit of any unauthorized third party, nor may you license, sell, rent, transfer, assign, republish, distribute or disseminate them in any manner not expressly permitted to you by the Agreement.

10.7 You grant VIDMIZER a worldwide license, for the duration of the Services, to host, copy, upload and distribute Your Data and any Third Party Application and software program that You use and that may be necessary for VIDMIZER to provide the Services or Beta Services. Other than this license, You retain all right, title and interest in and to Your Data.

10.8 You grant VIDMIZER a

worldwide, perpetual (at least for a term equivalent to that of the copyright), royalty-free license to the intellectual property rights and other similar rights (database producer) to host, copy, upload, distribute or otherwise exploit any proposals from You for improvement, any suggestions or any recommendations (whether or not constituting a work of the mind) related to the Content, the Application, the Services or the Beta Tests. This license includes the right for VIDMIZER to reproduce, represent or adapt said elements to ensure optimal presentation of the Application, on any digital, computer or electronic medium.

10.9 You grant to VIDMIZER, under the same terms as above, a worldwide, perpetual (at least for a duration equivalent to that of the copyright), royalty-free license of intellectual property rights and other similar rights (database producer) to host, copy, upload, distribute or otherwise exploit the electronic data entering into or enriching the Content on the occasion of Your use of the Services or Beta Tests. You may request the removal of such electronic data at any time, unless it has been shared with a user of the Application who has already copied or stored it. You expressly acknowledge that no withdrawal of electronic data resulting from Your use of the Services or Beta Services may be made if another user has already given us permission to add or synchronize such electronic data in our database.

11. TERMINATION OF SERVICES

11.1 Unless otherwise agreed, the Services shall terminate in accordance with the Term of Services set forth in Your Order

Form.

11.2 At the end of the Term of Services, You will no longer have access to the Services (or Beta Tests), the Application, the Content and/or Your Data, and all rights granted to You by VIDMIZER will automatically terminate. However, at Your request, and for a period not exceeding 48 hours after the expiration of the Term of the Services, VIDMIZER will make Your Data available for export or download. This portability does not include the Content or any other element.

11.3 Beta Tests expire at any time, at VIDMIZER's sole discretion.

11.4 The services we provide are subject to usage limits and restrictions. Subscriptions define specific usage limits.

The following are not subject to limitations: the place where the services are used, and the time spent using the platform during the day.

There are limits to the number of minutes of encoded video and the size of files stored, as defined by the package subscribed to.

The customer agrees to use the services within the limits defined in the Quotation-Order Form. It is the customer's responsibility to ensure that these limits and restrictions are not exceeded. Should he exceed these limits, he will automatically receive alerts. VIDMIZER has the right (but not the obligation) to monitor and audit the use of the platform's services.

12. INSURANCE

VIDMIZER has taken out the necessary insurance to cover the risks associated with its business. VIDMIZER undertakes to provide the Customer with proof of such insurance if the Customer so requests.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF USE OF PROPERTY, LOSS OF CONTRACTS OR LOSS OF DATA).

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIDMIZER'S LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR YOUR PURCHASE ORDER SHALL BE LIMITED TO THE AMOUNT OF ROYALTIES PAID UNDER THE CONTRACT IN THE PRECEDING 12 MONTHS.

13.2 VIDMIZER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF BETA TESTS, WHICH YOU AGREE TO USE AT YOUR OWN RISK.

13.3 VIDMIZER DOES NOT WARRANT THAT THE APPLICATION, SERVICES, BETA SERVICES AND/OR CONTENT WILL BE ERROR-FREE, RELEVANT, RELIABLE, COMPLETE OR WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

14. NON-SOLICITATION OF PERSONNEL

Each of the Parties hereby waives the right to hire or employ,

directly or through an intermediary, any employee of the other Party, without the express prior consent of the latter. This waiver is valid for the entire duration of the Contract and for [12] months following its termination.

In the event that one of the Parties fails to comply with this obligation, it undertakes to compensate the other Party by immediately paying it, upon simple request, a lump sum equal to [12] times the employee's gross monthly remuneration at the time of departure.

15. PERSONAL DATA PROTECTION POLICY

The data entered by Users to register and/or open an account are entered into a database to which VIDMIZER has access, in order to take any action relating to a request for information, to manage subscriptions and to ensure the proper functioning of the Application.

15.1 In accordance with the provisions of the amended law of January 6, 1978 n°78-17 relating to data processing, files and liberties, the processing of personal data collected by VIDMIZER has been declared to the Commission Nationale de l'Informatique et des Libertés (CNIL).

The collection of Users' personal data in order to access the functionalities of the Application and the Services or Beta Tests is compulsory, this information being essential respectively for identifying persons seeking information on the Application and for identifying and managing

VIDMIZER's customers.

Users providing proof of their identity may demand that any personal data concerning them that is inaccurate, incomplete, equivocal, out of date, or whose collection, use, communication or storage is prohibited, be rectified, completed, updated, locked or deleted.

These rights may be exercised by sending an e-mail to the following address - support@vidmizer.com - or by sending a letter to the following address - VIDMIZER - 17 Rue de la Cité Universitaire - 75014 PARIS, France. Users must indicate the fields, data and/or information they wish to modify.

15.2 Even though VIDMIZER has taken great precautions to archive Your Data in a secure environment, we cannot give a complete guarantee with regard to the risks inherent in information technology and piracy. You are responsible for any security vulnerability related to Your Data or to the hardware or software that You use.

15.3 If You are acting as the legal entity for several Users, You must ensure that all Users act in accordance with these stipulations.

15.4 The audience data collected by the cookies of the video player integrated into the Application cannot be used to identify Internet users. The Customer, as data controller, undertakes to inform users of the presence of these cookies and to obtain their consent, by including a specific mention in its cookie management policy.

15.5 At the Customer's request, Vidmizer undertakes to provide the Customer with a copy of the audience data collected for its videos or to delete such data from its databases. The Customer may exercise its rights of access, rectification and deletion by writing to privacy@vidmizer.com.

15.6 Vidmizer undertakes to take all reasonable precautions to protect the security of the audience data collected by the video player and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties.

16. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

16.1 Should any provision of these General Terms and Conditions of Sale be declared invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. The invalid or inapplicable stipulation will then be replaced by a stipulation with a meaning as close as possible to the stipulation that has been set aside.

Severability of clauses: The nullity, lapse, lack of binding force or unenforceability of any or all of the stipulations of the Contract shall not entail the nullity, lapse, lack of binding force or unenforceability of the other stipulations, which shall retain all their effect. However, the Parties may, by mutual agreement, agree to replace the invalidated stipulation(s) by a new one.

16.2 Tolerance or non-exercise of

a right by VIDMIZER shall in no way constitute a waiver of that right.

16.3 Notwithstanding any stipulation to the contrary, no term or condition set forth in Your own purchasing documents (other than the Purchase Order) may validly call into question the content of the general terms and conditions of sale.

16.4 The general terms and conditions of sale will apply to You regardless of the medium from which You access our services (computer, smartphone, tablet, etc.).

16.5 The Contract and the scope of the Services are confidential. You will keep it confidential and will not disclose any confidential information to any third party whatsoever, in particular in any public communication.

16.6 Notwithstanding the preceding paragraph, it is agreed that VIDMIZER shall have the right to mention Your name/brand (denominative mark and also semi-figurative or figurative mark) as a customer, but without giving details of the precise Services provided to You. You authorize VIDMIZER to reproduce and represent such denominative, semi-figurative or figurative trademark for the entire duration of the Contract and two years after its expiration, for the entire world and for all commercial documents (in particular on any digital, computer or electronic medium).

17. ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF USE

17.1. VIDMIZER ensures that acceptance of these terms and

conditions is clear and unreserved by placing a checkbox and a validation click on the site <https://cutz.cloud>. The Customer declares that he/she has read and understood the present general terms and conditions of sale, and accepts them without restriction or reservation.

The Customer acknowledges that he has received the necessary advice and information to ensure that the offer meets his needs.

17.2. VIDMIZER reserves the right to modify these terms and conditions at any time by publishing a new version on the <https://cutz.cloud> website. The general terms and conditions then applicable are those in force on the date of payment (or of the first payment in the case of multiple payments) of the order.

18. JURISDICTION AND APPLICABLE LAW

18.1 Each party agrees to use its best efforts to resolve any dispute amicably.

18.2 TO THE EXTENT PERMITTED BY LAW, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THIS CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS (FRANCE), INCLUDING IN THE EVENT OF INCIDENTAL CLAIMS, THIRD-PARTY CLAIMS OR MULTIPLE DEFENDANTS, AND SHALL BE GOVERNED BY FRENCH LAW.

18.3 Due to the international nature of the Internet, You and Your Users may be required to comply with the law applicable in Your and their country of residence in connection with Your activities.

18.4 Election of domicile :

For the performance of the present contract and its consequences, the Parties respectively elect domicile at their registered offices indicated at the head of the present contract or on the Purchase Order Quotation. Any change in the registered office or address of one of the Parties shall not be binding on the other Party until eight calendar days after it has been duly notified.

18.5 Disputes - jurisdiction clause :

In order to find a joint solution to any dispute arising in the performance of the Contract, the Parties agree to meet within [15] days of receipt of a registered letter with acknowledgement of receipt sent by one of the two Parties.

IF AFTER A FURTHER PERIOD OF FIFTEEN DAYS, THE PARTIES ARE UNABLE TO AGREE ON A COMPROMISE OR SOLUTION, THE DISPUTE WILL BE REFERRED TO THE COMPETENT COURTS AT VIDMIZER'S REGISTERED OFFICE.