

## **VOGO GENERAL TERMS AND CONDITIONS OF SALE**

### **1. PRESENTATION OF VOGO AND ITS SERVICES**

VOGO offers to professional clients, hereafter "Clients", digital communication solutions (video and audio). These solutions allow, not exclusively, the implementation of a radio communication system between users and/or replay of video sequences, facilitating and securing the user's mission. These solutions can also be used to enrich the spectator experience at sports events, via a smartphone application. VOGO sells hardware equipment (radios, headsets, tablets, screens, servers, etc.), hereafter the "Equipment", which incorporates associated software elements, hereafter, the "Software". At the Client's request, VOGO can also provide support services during various events, whereby VOGO installs and administers the solutions made available to the Clients, hereafter, the "Support services". VOGO reserves the right to modify its offer at any time and in particular to withdraw Equipment from sale, or to make changes to it, to modify the Software and any associated functions, and make changes to the Services it offers. A description of the Equipment and related services currently available can be consulted at [www.vogo-group.com](http://www.vogo-group.com).

### **2. SCOPE OF APPLICATION OF THE GENERAL CONDITIONS**

The purpose of these General Terms and Conditions of Services (hereinafter the "GTC") is to define the terms and conditions applicable to the Services provided by VOGO to its clients, hereafter the "Services".

By placing an order for Services with VOGO, the Client acknowledges that it has read the present GTC, accepts them in full, without restriction or reservation, and that it waives the right to invoke, where applicable, its own terms and conditions of purchase or any other contractual document.

These GTCs cancel and replace any previous GTCs and may be modified without prior notice at VOGO's initiative by simply notifying the Client, if necessary, by e-mail.

### **3. ORDERS**

**3.1.** The Client is a professional and it alone can define whether the Equipment and Services correspond to its needs. Orders are placed based on full knowledge of this situation. The choice and purchase of Equipment, as well as the order of Services, are therefore the sole responsibility of the Client.

**3.2.** All orders for Equipment and Services must be in writing. This can either be a quote drawn up by VOGO and validated by the Client, or an order form sent by the Client and accepted by VOGO.

**3.3.** In the case of a quote, the Client undertakes to check the accuracy of the information presented and to indicate any changes to be made. The Client shall return the quote duly dated and signed and marked "good for agreement", together with the present GTC. The quote must be returned within its period of validity. Any quote not accepted by the Client within the period indicated shall become null and void.

**3.4.** If an order form is sent by the Customer, it must mention the Customer's contact details, its Intracommunity VAT number, the name and reference of the required Equipment, the quantities per reference, the unit price excluding taxes by reference, the required place of provision of the Equipment, as well as, in the case of Services and as far as possible: (i) the desired Support services, (ii) the location of the event, hereafter the "Site", (iii) the duration of the event and (iv) the contact details at the Site, and finally and in all cases, the total amount of the order with the signature and commercial stamp of the Client. Upon receipt of the aforementioned elements, VOGO will issue an acknowledgement

of receipt of the order, mentioning the estimated date of availability of the Equipment. This acknowledgement of receipt represents acceptance of the Client's order by VOGO.

**3.5.** All orders, once validated, are firm and final. Any order modification will be subject to VOGO's prior acceptance, which may make its agreement conditional on payment of an additional cost and/or postponement of the execution of the order in question.

**3.6.** If a Client cancels a confirmed order, it must compensate VOGO for any expenses engaged, losses and loss of opportunity related to the Services ordered. In all cases, any deposit paid by the Client will remain definitively acquired by VOGO by way of compensation, without prejudice to any other action. Finally, order cancellation is not possible in the case of Equipment or Services made to measure for the Client.

**3.7.** For any order less than five hundred (500) Euros before tax, an order processing fee of one hundred and fifty (150) Euros before tax, will be applied.

### **4. SALE OF EQUIPMENT**

**4.1.** Description of the Equipment. The Equipment sold to the Client is described in the quote or purchase order. The Equipment sold is new, unless specifically agreed otherwise with the Client. The Equipment is supplied to the Client with any accessories required for normal use (e.g. cables, chargers, etc.). However, Clients are informed that the Equipment cannot be used without the associated Software. The Equipment sold complies with the regulations based on the initial required use. VOGO cannot be held liable in the event of non-compliance with the legislation of the country to which the Equipment is delivered or used. The Client is responsible for such verification.

**4.2.** Conditions for making the Equipment available. VOGO will send the Client a notice of availability as soon as the Equipment is ready to be collected. Except in cases where the Customer has taken out an On-Site Support Service that provides for VOGO's teams to transport the Equipment, the latter is made available to the Client from VOGO's premises. The Client is then responsible for collection. If the Equipment contains lithium batteries, the Client must ensure that the transporter is authorised to transport dangerous goods and undertakes to provide VOGO with a dangerous goods transport certificate.

VOGO may ship the Equipment at the Client's request. This will be subject to additional shipping costs. If the Equipment is made available outside France, the Client undertakes to provide VOGO with full customs documentation for the Equipment within one month of it having been made available. Otherwise, VOGO reserves the right to charge VAT.

Partial provision of the Equipment is expressly authorized.

**4.3.** Schedules for the availability of the Equipment. The periods for availability of the Equipment are indicated in the quote or order confirmation. They are expressly understood as being for information purposes only. Any delay in the provision of the Equipment may not give rise to cancellation of the order, or compensation.

**4.4.** Risk transfer. The transfer of risks on the Equipment takes place as soon as the Equipment is removed from VOGO's premises. The Client therefore bears the risks of transport after collection, even if the transport is provided by VOGO. It is therefore bound to provide suitable insurance.

**4.5.** Transfer of ownership. **THE EQUIPMENT IS SOLD SUBJECT TO RESERVATION OF OWNERSHIP.** Transfer of ownership of the Equipment to the Client will only be carried out after full payment of the price of the Equipment and its accessories. And this, independently of the date of availability of the Equipment. The Client undertakes not to resell or pledge the Equipment until full

payment of the price. In the event of seizure or any other intervention by a third party on the Equipment, the Client must inform VOGO immediately so that it can form opposition and protect its rights. The Client shall, moreover, immediately notify the third party that it is not the owner of the Equipment. The risk of loss and damage to the Equipment is transferred as soon as VOGO hands over the Equipment to the Client or to the first carrier. Consequently, until the date of transfer of ownership, the Client assumes responsibility for any damage to the Equipment, for any reason whatsoever. The Client therefore undertakes to insure the Equipment in its possession or under its control to the full replacement value. If the Client fails to pay any invoices on the agreed due dates, VOGO may demand the return of the unpaid Equipment by the Client, on first demand, with all expenses charged to the Client. Equipment still in the possession of the Client shall be presumed to be the unpaid Equipment.

**4.6. Reception.** Except in the case of subscription to On-Site Support Services involving installation by VOGO, the Client is responsible, upon reception of the Equipment, for checking the packing contents upon arrival and, if necessary, to make any claims against the carrier. In the absence of reservations expressed by the Client, in writing upon reception of the Equipment, or at the latest within five (5) working days following reception, the Equipment will be deemed to comply in quantity and quality to the order, and in good working condition. As a result, VOGO may only be bound to the Client subject to, and within the limit of, any duly formalised claims.

**4.7. Installation.** Unless the Client has taken out an On-site Support Service for this purpose, it shall be solely responsible for Equipment installation and wiring at the place of use (wiring, frequencies, batteries, etc.).

**4.8. Use of the Equipment.** The Equipment is supplied for the exclusive use of the Client and its personal needs. The Equipment must only be entrusted to duly qualified personnel who have, where applicable, the required authorisations. The Equipment must be kept in good working condition, be duly charged, and be used by the Client in strict compliance with the instructions for use issued by VOGO. The Equipment may not be used for any purpose other than that for which it is normally intended.

**4.9. Modification of the Equipment.** In the event of modification of the Equipment by the Client, VOGO can no longer guarantee its operation or its compatibility with the Software.

## **5. AVAILABILITY OF THE SOFTWARE**

**5.1. Description of the Software.** The Software functions are detailed in the associated documentation. The Software made available to the Client is embedded in the Hardware. This means that the Software may only be used with Equipment sold by VOGO and in which it is embedded. It may not be used on any other equipment.

**5.2. License.** VOGO hereby grants the Client, who accepts, a non-exclusive licence to use the Software in accordance with its intended purpose, for the duration of the use of the Equipment, i.e. at most for the lifetime of the Equipment. This license is granted on a personal basis, it may not be sub-licensed. This licence automatically extends to new versions, updates or developments of the Software by VOGO.

**5.3. Terms and conditions of availability of the Software.** The Software can be used by the Client directly on the Equipment made available, without login or password. In some cases, the Software may be made available to the Client via a dedicated platform. In these cases, VOGO will provide the Client with a login and password.

The Client acknowledges that the login and password are communicated on a purely personal basis and exclusively for its own needs. The Client undertakes to keep this identifier and password confidential and not to communicate them to any third party. By way of derogation, the Client is simply authorised, for the purposes of using the Services, to communicate them to employees designated as users, hereafter the "Users", subject to the Users respecting the same commitments as the Client regarding the confidentiality of the login and password.

**5.4. Digital environment.** The Client acknowledges it has been informed of the digital configuration required to use the Software, in particular the need to have an efficient, reliable and continuous Internet access (4G or WiFi). The Client is responsible for ensuring that the Site's digital environment is compatible with the Software and for carrying out any necessary adaptations and updates.

**5.5. Parameter setting.** Unless the Client has subscribed to this service as part of an order for On-Site Support Services, it is solely responsible for setting up the Software and, in particular, for connecting it to the Equipment made available to it.

**5.6. Availability of the Software.** VOGO will endeavour to ensure the availability of access to the Software and, where applicable, to the associated platform during the period of use of the Equipment. It is nevertheless specified that a third party, not VOGO, provides the hosting.

It is also specified that VOGO reserves the right to interrupt or suspend Software access for the purposes of carrying out technical and maintenance operations and undertakes, as far as possible and except in exceptional circumstances, to reduce the time of these interventions and to carry them out outside the periods of use by the Client.

Furthermore, in the event of absolute necessity, such as a malfunction that could prevent use of the Software, VOGO reserves the right to immediately interrupt access to the Software without prior notice.

**5.7. Usage restrictions.** The Client may not grant, even free of charge, a right of use or a right of access to the Software to any third parties, in any way and in any form whatsoever, without prior written consent from VOGO. The Client may not disseminate, distribute or market the Software, whether in return for payment or free of charge, or use it to provide services or training to third parties. In general, the Client shall refrain from any use not expressly authorized by the present General Conditions, notably, without this list being exhaustive, any adaptation, correction, modification, translation, arrangement, distribution, disassembly, decompilation of the Software, in whole or in part.

If the Client wishes to make the Software interoperable, it must first contact VOGO to make any adaptations and/or obtain the information strictly necessary for this interoperability before any intervention by the Client on the Software. The services provided in this context, including the provision of information, will be invoiced additionally on the basis of an estimate from VOGO.

## **6. SUPPORT SERVICES**

**6.1.** Depending on its specific needs, the Client may ask VOGO to provide Services on site or remotely, which may be as follows:

- Installation and configuration of the Equipment and Software on Site,
- Training workshops,
- Technical Support,
- Assistance in the use of the Equipment and Software during events,
- Additional maintenance or support services,

- Deinstallation and collection of the Equipment on the Site after an event,
- Etc.

The Services are defined on the quote or order form. They will be performed in compliance with, and are subject to, the terms and conditions herein.

**6.2.** If the Support Services involve intervention by VOGO teams on Site, it is specified that the personnel of each of the parties will remain under the hierarchical and disciplinary authority of their respective employers, which each ensure their respective obligations and rights as employer, notably the technical direction of work and the administrative, accounting and social management of their personnel. The said personnel, whatever the assignment, will benefit from all the rights resulting from their employment contract with their own employer. The personnel of each Party shall be accountable to their own employer for the performance of their duties. Any comments relating to a Party's personnel will be addressed directly by one Party to the other Party but not to the employees themselves.

Furthermore, in the event of intervention by VOGO teams on Site, the Client undertakes to provide VOGO with the resources required for the intervention, a list of which will be drawn up and validated between the two parties prior to the On-Site Support Service. In the same context, the Customer undertakes to inform the VOGO teams 1 week in advance of any medical protocols to be respected. Expenses (accommodation, transport, catering, etc.) for the VOGO teams seconded to the site are met by the Client or are re-invoiced by VOGO in Euros, unless otherwise agreed by the parties on the quote or order form.

## **7. PRICE AND CONDITIONS OF PAYMENT**

**7.1.** The applicable prices are those mentioned in the quote, or order form if validated and accepted by VOGO. These are indicated in Euros, net, excluding taxes and transport costs. The VAT rate applicable to the price excluding taxes is that applicable on the day the invoice is issued. Any discounts are applied to the invoice.

**7.2.** Invoices must be paid either by cheque or by bank transfer. No other form of payment is accepted. All bank charges, including service charges for the intervention of an intermediary and exchange fees, are fully borne by the Client.

**7.3.** Unless otherwise agreed by the parties, a deposit of 30% shall be paid with the order and the balance (i) upon shipment of the Equipment and (ii) upon completion of the Support Services. No discount is granted for early payment.

**7.4.** Any invoice not paid on the due date will automatically, and without prior formal notice, result in the application of late payment penalties on the amounts due, at a rate equal to three (3) times the applicable legal interest rate, from the day following the due date until full payment. In accordance with the provisions of Article L.441-10, II of the French Commercial Code, any delay in payment automatically entails the payment of a lump-sum indemnity for collection costs currently set at forty (40) Euros under Article D.441-5 of the French Commercial Code.

**7.5.** Failure to pay one invoice by the due date will, after issue of an order to pay remaining without effect, result in all outstanding amounts for the Client becoming due. VOGO reserves the right to suspend performance of its obligations and, in general, of all current orders until all invoices have been paid in full.

**7.6** VOGO reserves the right to modify its prices at any time but the products will be invoiced on the basis of the rates applicable at the time the order is recorded, subject to availability.

## **8. GUARANTEE - LIABILITY**

### **8.1. Guarantee - VOGO's liability:**

**8.1.1. Equipment guarantees.** The Equipment is guaranteed against latent defect for a period of 24 (twenty-four) months from the date of supply.

Any request for intervention under the guarantee must be communicated by the Client to VOGO as soon as possible after the defect is discovered. The guarantee claim must indicate the exact nature of the defect and be accompanied by one of the following supporting documents: purchase order, order confirmation, invoice or delivery note.

The Client expressly authorises VOGO to examine the Equipment to verify the reality of the defect invoked and to investigate its origin. If the claims are found to be founded, VOGO will, at its discretion and at its own expense, replace, repair or reimburse the defective or faulty Equipment.

This guarantee is not enforceable in the following cases:

- Non-compliant use of the Equipment or non-respect of the user instructions by the Client,
- Lack of maintenance of the Equipment,
- Modifications made to the Equipment, repairs or work carried out on the Equipment,
- Unauthorized third party intervention on the Equipment,
- Normal wear and tear.

**8.1.2. Software Anomalies.** Throughout the entire period during which the Software is made available, i.e. the period during which the Hardware is used, and excepting suspension or interruption under the conditions stipulated in article 5.6. above for maintenance reasons, VOGO will be responsible for correcting any anomalies that may affect the Software.

However, VOGO shall not be required to intervene on the Software if the Client, a User or a third party has intervened on the Software without VOGO's express authorisation or if VOGO considers the digital environment for the VOGO Software to be inappropriate. Furthermore, any malfunction related to the above cases or due to negligence by the Client or User, accidental causes, unauthorised modification of the Software or malfunction of the networks used to operate the VOGO Software (electrical, internet, 4G network, etc.) will not be covered by VOGO.

**8.1.3. Limitation of liability.** VOGO is responsible for supplying the Equipment and execution of the Services as described in the quote or order form. It undertakes in this context to take all possible care and to comply with best industry practices for the execution of the Services. In this respect, it is expressly agreed that VOGO is bound by an obligation of means. Consequently, VOGO may only be held liable in the event of proven fault.

Furthermore, VOGO may not be held liable:

- In case of use by the Client not in compliance with the documentation of the Equipment or Software;
- In case of damage occurring during transport of the Equipment by the Client or under the Client's responsibility;
- In the event of modification to the Equipment or Software which has not been approved by VOGO;
- In the event of damage by a third party.

In all cases, VOGO's liability shall be limited to the direct prejudice suffered by the Client. The amount of damages and compensation that may be charged to VOGO for all combined and cumulated prejudice may not exceed an overall ceiling of an amount equal to forty percent (40%) of the pre-tax price received by VOGO for the order which is the object of the dispute, to the exclusion of any indirect prejudice, commercial prejudice or loss of earnings. Consequently, VOGO cannot assume any liability whatsoever for any direct or indirect, incidental or exceptional loss or prejudice, such as commercial loss, loss of data, loss of orders or reservations, prejudice to the brand image, any commercial disruption, loss of profit, income or earnings, loss of opportunity, loss of customers, loss of use, suffered by the Lessee itself or by a third party. Any

action brought against the Client by a third party, and in particular a client of the Client, represents indirect prejudice and, consequently, does not give rise to a right to compensation.

**8.2. Client's responsibility:** The Client acknowledges that it has been informed of the technical characteristics of the Equipment and Software and, in general, the Services, as well as the specific conditions for their use. Unless it has delegated use of the Equipment and Services to VOGO as part of a Support Service contract, the Client confirms that it has the skills and resources for their use.

The Client is a professional. It uses the Equipment and Services at its own risk, responsibility and expense and is the sole beneficiary. It is therefore solely liable for the use of the Equipment and Services and for any prejudice arising from such use, notably with regards to its own clients. The Client releases VOGO from any liability in this respect

The Client undertakes to comply with all obligations arising from the present Contract and will ensure respect of the present obligations by the Users that it authorizes to access the Equipment and Services.

Finally, the Client remains solely responsible for compliance with the legislation specific to its activity.

## **9. INSURANCE**

VOGO declares that it is insured for its professional civil liability, within the framework of these GTC, with an insurance company and undertakes to maintain this insurance cover for the entire duration of the performance of its obligations.

## **10. FORCE MAJEURE**

**10.1.** In the event of force majeure as defined by article 1218 of the Civil Code, the obligations of the party affected will be suspended as from the notification made to the other party by registered letter with acknowledgement of receipt of the said case of force majeure.

**10.2.** The above-mentioned notification must set out in detail the characteristic elements of the case of force majeure and indicate the foreseeable duration of the situation, where applicable.

**10.3.** Non-execution of an order due to a case of force majeure shall not be subject to any recourse.

**10.4.** The parties may freely cancel the order(s) in progress, without notice, in the event of persistence of the case of force majeure beyond a period of thirty (30) days from the occurrence of the case of force majeure, without either party being able to claim any compensation. This cancellation will take effect from the first presentation of the registered letter with acknowledgement of receipt notifying the said condition.

## **11. INTELLECTUAL PROPERTY**

VOGO remains the sole owner of all intellectual and/or industrial property rights over the Equipment and Software. An order does not represent transfer of intellectual and/or industrial property rights, nor a transfer of VOGO's know-how, with the exception of the licence for use of the Software provided for in Article 5.2. above. No rights other than the right to use the Software are transferred to the Client.

## **12. CONFIDENTIALITY**

**12.1.** The Parties undertake to observe the strictest confidentiality and to take all necessary measures to preserve such confidentiality with regard to information disclosed in the course of business exchanges, which are considered confidential.

**12.2.** The parties are not bound by any obligation of confidentiality with regards to information:

- expressly designated as non-confidential by the issuing party;
- which, prior to communication by the transmitting Party, is already held by or known to the receiving Party;

- which is in the public domain before the date of communication by the transmitting party or which would become public afterwards, through no fault of the receiving party, and without breach of any obligation of secrecy;
- lawfully received from a third party without breach of an obligation of secrecy;
- developed by or for the receiving party, independently of any access to the Confidential Information;
- communicated pursuant to laws, regulations, court decisions, provided that the receiving Party informs the transmitting Party and that measures are taken to ensure the confidentiality of the information despite its communication.

**12.3.** Consequently, the Parties undertake to keep the information confidential from the first business exchange and for a period of ten (10) years. This clause shall remain valid in the event of cancellation of orders by one of the parties, for any reason whatsoever.

## **13. COMMERCIAL REFERENCES**

Notwithstanding the confidentiality clause above, the Client expressly authorises VOGO to use the elements enabling VOGO to identify it as a reference for its commercial activity, such as the company name, trade name, logo, group to which it belongs and its activity or any other reference information.

## **14. PROCESSING OF PERSONAL DATA**

In the context of order completion and, in general, in its dealings with the Client, VOGO is required to process the personal data of the Client and its employees and collaborators, and vice versa.

In this respect, the parties undertake to comply with the applicable regulations regarding the processing of personal data and respect for privacy, and in particular with the General Data Protection Regulations, dated 14 April 2016, otherwise known as the "GDPR", and with the French Data Protection Act as amended by Law n° 2018-493, known as "LIL 3", dated 20 June 2018 and its enforcement decree, as well as the amending order n°2018-1225 dated 12 December 2018.

Each of the Parties, in its capacity as data controller within the meaning of the above mentioned regulation, shall be responsible for informing the persons whose personal data are collected and processed and for ensuring compliance with the regulation in connection with the processing of such data.

## **15. WAIVER**

Either party may waive the exercise of any of its rights under these GTCs from time to time without such a one-time waiver expressing a definitive waiver of the exercise of such right.

## **16. APPLICABLE LAW - DISPUTES**

**16.1.** These GTCs are subject to French law.

**16.2.** Any dispute whatsoever relating to the present General Conditions or to an order for Services by the Client to VOGO, is subject to the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Montpellier (France), notwithstanding plurality of defendants or appeal(s) under guarantee.

## **GENERAL TERMS AND CONDITIONS OF VOGO SERVICES**

### **1. PRESENTATION OF VOGO AND ITS SERVICES**

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These GTCs cancel and replace any previous GTCs and may be modified without prior notice at VOGO's initiative by simply notifying the Client, if necessary, by e-mail.

### **3. ORDERS**

**3.1.** All orders for Services must be made in writing. This can either be a quote drawn up by VOGO and validated by the Client, or an order form sent by the Client and accepted by VOGO.

**3.2.** In the case of a quote, the Client undertakes to check the accuracy of the information presented and to indicate any changes to be made. The Client shall return the quote duly dated and signed and marked "good for agreement", together with the present GTC. The quote must be returned within its period of validity. Any quote not accepted by the Client within the period indicated shall become null and void.

**3.3.** If an order form is sent by the Client, it must mention the Client's contact details, its intra-community VAT number, the name and reference of the desired Equipment, the quantities per reference, the unit price excluding taxes per reference, the required place of delivery of the Equipment, as well as, in the case of Support services, and where possible: (i) the desired Support services, (ii) the location of the event, hereafter the "Site", (iii) the duration of the event and (iv) the contact details at the Site, and finally and in all cases, the total amount of the order with the signature and commercial stamp of the Client. Upon receipt of the aforementioned elements, VOGO will issue an acknowledgement of receipt of the order, mentioning the estimated date of availability of the Equipment. This acknowledgement of receipt represents acceptance of the Client's order by VOGO.

**3.4.** All orders, once validated, are firm and final. Any order modification will be subject to prior acceptance by VOGO, which

may make acceptance conditional on an additional payment and/or postponement of execution of the order in question.

**3.5.** If a Client cancels a confirmed order, it must compensate VOGO for any expenses engaged, losses and loss of opportunity related to the Services ordered. In all cases, any deposit paid by the Client will remain definitively acquired by VOGO by way of compensation, without prejudice to any other action. Finally, order cancellation is not possible in the case of Services made to measure for the Client.

### **4. PROVISION OF EQUIPMENT**

**4.1.** Description of the Equipment. The Equipment made available to the Client is described in the quote or purchase order. It may be new or used Equipment. Equipment is made available to the Client along with any accessories required for normal use (e.g. cables, chargers, etc.).

**4.2.** Provision in the form of rental. The Equipment is made available to the Client in the form of a rental. The Equipment therefore remains the property of VOGO. The Client may not transfer, rent or in any way make it available to third parties.

**4.3.** Terms and conditions of availability. Except in cases where the Client has taken out an On-Site Support Service that provides for VOGO's teams to transport the Equipment, the latter is made available to the Client from VOGO's premises in Montpellier. The Client is then responsible for collection and transport to the Site. If the Equipment contains lithium batteries, the Client must ensure that the transporter is authorised to transport dangerous goods and undertakes to provide VOGO with a dangerous goods transport certificate.

VOGO may ship the Equipment to the Site at the Client's request. This will be subject to additional shipping costs.

If the Equipment is made available outside France, the Client undertakes to provide VOGO with full customs documentation for the Equipment within one month of it having been made available. Otherwise, VOGO reserves the right to charge VAT.

**4.4.** Availability schedules. The periods for availability of the Equipment are indicated in the quote or order confirmation. They are expressly understood as being for information purposes only. Any delay in the provision of the Equipment may not give rise to cancellation of the order or compensation.

**4.5.** Risk transfer. The transfer of risks on the Equipment takes place as soon as the Equipment is removed from VOGO's premises. The Client therefore bears the risk of transport to the Site, even if the transport is provided by VOGO. It is therefore bound to provide suitable insurance.

**4.6.** Reception. Except in the case of subscription to On-Site Support Services involving installation by VOGO, the Client is responsible, upon reception of the Equipment, for checking the packing contents upon arrival and, if necessary, to make any claims against the carrier. In the absence of reservations expressed by the Client, in writing upon reception of the Equipment, or at the latest within five (5) working days following reception, the Equipment will be deemed to comply in quantity and quality to the order, and in good working condition. As a result, VOGO may only be bound to the Client subject to, and within the limit of, any duly formalised claims.

**4.7.** Installation. Unless the Client has taken out an On-site Support Service for this purpose, it shall be solely responsible for Equipment installation and wiring at the place of use (wiring, frequencies, batteries, etc.).

**4.8.** Use of the Equipment. The Equipment is rented for use during the period of availability provided for in the quote or purchase order. The Equipment is rented for the exclusive use of the Client and its personal needs. Any use of the Equipment outside the Site is subject to prior consent from VOGO. The Equipment must only be entrusted to duly qualified personnel who have, where applicable, the required authorisations.

The Equipment must be kept in good working condition, be duly charged, and be used by the Client in strict compliance with the instructions for use issued by VOGO. The Equipment may not be used for any purpose other than that for which it is normally intended.

**4.9. Modification of the Equipment.** The Client shall refrain from any opening, technical intervention, transformation or modification of the Equipment for any purpose whatsoever, unless VOGO has given its prior consent.

**4.10. Returning the equipment.** At the end of the period of availability, whatever the cause, the Client must immediately return the Equipment and accessories in perfect working order. Unless it has subscribed to an On-Site Support Service for this purpose, the Client will also be responsible for dismantling the Equipment. In the event of non-return of Equipment or return of incomplete or damaged Equipment, the Client will pay the replacement value for new Equipment.

## **5. AVAILABILITY OF THE SOFTWARE**

**5.1. Description of the Software.** The Software functions are detailed in the associated documentation. The Software made available to the Client is embedded in the Hardware.

**5.2. License.** VOGO hereby grants the Client, which accepts, a non-exclusive licence to use the Software in accordance with its intended purpose, for the duration of the availability period provided for in the quote or order form. This license is granted on a personal basis, it may not be sub-licensed. This licence automatically extends to new versions, updates or developments of the Software by VOGO.

**5.3. Terms and conditions of availability of the Software.** The Software can be used by the Client directly on the Equipment made available, without login or password. In some cases, the Software may be made available to the Client via a dedicated platform. In these cases, VOGO will provide the Client with a login and password. The Client acknowledges that the login and password are communicated on a purely personal basis and exclusively for its own needs. The Client undertakes to keep this identifier and password confidential and not to communicate them to any third party. By way of derogation, the Client is simply authorised, for the purposes of using the Services, to communicate them to employees designated as users, hereafter the "Users", subject to the Users respecting the same commitments as the Client regarding the confidentiality of the login and password.

**5.4. Digital environment.** The Client acknowledges it has been informed of the digital configuration required to use the Software, in particular the need to have an efficient, reliable and continuous Internet access (4G or Wi-Fi). The Client is responsible for ensuring that the Site's digital environment is compatible with the Software and for carrying out any necessary adaptations and updates.

**5.5. Parameter setting.** Unless the Client has subscribed to this service as part of an order for On-Site Support Services, it is solely responsible for setting up the Software and, in particular, for connecting it to the Equipment made available to it.

**5.6. Availability of the Software.** VOGO will endeavour to ensure the availability of access to the Software and, where applicable, to the associated platform during the event. It is nevertheless specified that a third party, not VOGO, provides the hosting.

It is also specified that VOGO reserves the right to interrupt or suspend Software access for the purposes of carrying out technical and maintenance operations and undertakes, as far as possible and except in exceptional circumstances, to reduce the time of these

interventions and to carry them out outside the periods of use by the Client.

Furthermore, in the event of absolute necessity, such as a malfunction that could prevent use of the Software, VOGO reserves the right to immediately interrupt access to the Software without prior notice.

**5.7. Usage restrictions.** The Client may not grant, even free of charge, a right of use or a right of access to the Software to any third parties, in any way and in any form whatsoever, without prior written consent from VOGO. The Client may not disseminate, distribute or market the Software, whether in return for payment or free of charge, or use it to provide services or training to third parties. In general, the Client shall refrain from any use not expressly authorized by the present Terms and Conditions, notably, without this list being exhaustive, any adaptation, correction, modification, translation, arrangement, distribution, disassembly, decompilation of the Software, in whole or in part.

If the Client wishes to make the Software interoperable, it must first contact VOGO to make any adaptations and/or obtain the information strictly necessary for this interoperability before any intervention by the Client on the Software. The services provided in this context, including the provision of information, will be invoiced additionally on the basis of an estimate from VOGO.

## **6. SUPPORT SERVICES**

**6.1.** Depending on its specific needs, the Client may ask VOGO to provide Services on site or remotely, which may be as follows:

- Installation and configuration of the Equipment and Software on Site,
- Training workshops,
- Technical Support,
- Assistance in the use of the Equipment and Software during events,
- Additional maintenance or support services,
- Deinstallation and collection of the Equipment on the Site after an event,
- Etc.

The Services are defined on the quote or order form. They will be performed in compliance with and are subject to the terms and conditions herein.

**6.2.** If the Support Services involve intervention by VOGO teams on Site, it is specified that the personnel of each of the parties will remain under the hierarchical and disciplinary authority of their respective employers, which each ensure their respective obligations and rights as employer, notably the technical direction of work and the administrative, accounting and social management of their personnel. The said personnel, whatever the assignment, will benefit from all the rights resulting from their employment contract with their own employer. The personnel of each Party shall be accountable to their own employer for the performance of their duties. Any comments relating to a Party's personnel will be addressed directly by one Party to the other Party but not to the employees themselves.

Furthermore, in the event of intervention by VOGO teams at the place where the Services are used, the Client undertakes to provide VOGO with the resources required for the intervention, a list of which will be drawn up and validated between the two parties prior to the On-Site Support Service. Expenses (accommodation, transport, catering, etc.) for the VOGO teams seconded to the site are met by the Client or are re-invoiced by VOGO in Euros, unless otherwise agreed by the parties on the quote or order form.

## **7. PRICES AND PAYMENT**

**7.1.** The applicable prices are those mentioned in the quote, or order form if validated and accepted by VOGO. These are indicated in Euros, net, excluding taxes and transport costs. The VAT rate applicable to the price excluding taxes is that applicable on the day the invoice is issued. Any discounts are applied to the invoice.

**7.2.** Invoices must be paid either by cheque or by bank transfer. No other form of payment is accepted. All bank charges, including service charges for the intervention of an intermediary and exchange fees, are fully borne by the Client.

**7.3.** Unless otherwise agreed by the parties, a deposit of 30% shall be paid with the order and the balance (i) upon shipment of the Equipment and (ii) upon completion of the Support Services. No discount is granted for early payment.

**7.4.** Any invoice not paid on the due date will automatically, and without prior formal notice, result in the application of late payment penalties on the amounts due, at a rate equal to three (3) times the applicable legal interest rate, from the day following the due date until full payment. In accordance with the provisions of Article L.441-10, II of the French Commercial Code, any delay in payment automatically entails the payment of a lump-sum indemnity for collection costs currently set at forty (40) Euros under Article D.441-5 of the French Commercial Code.

**7.5.** Failure to pay one invoice by the due date will, after issue of an order to pay remaining without effect, result in all outstanding amounts for the Client becoming due. VOGO reserves the right to suspend performance of its obligations and, in general, of all current orders until all invoices have been paid in full.

## **8. WARRANTY - LIABILITY**

### **8.1. Responsibility of VOGO:**

**8.1.1.** Latent defects in the Equipment. VOGO is liable to the Client for any latent defects that may affect the Equipment. It will repair or replace such Equipment in the event of a serious dysfunction.

This guarantee is not enforceable in the following cases:

- Non-compliant use of the Equipment or non-respect of the user instructions by the Client,
- Lack of maintenance of the Equipment,
- Use of the Equipment by a third party not authorised by VOGO,
- Modifications made to the Equipment,
- Repairs or work carried out on the Equipment,
- Unauthorized third party intervention on the Equipment.

**8.1.2.** Software Anomalies. Throughout the entire period during which the Software is made available, excepting suspension or interruption under the conditions stipulated in article 5.6. above for maintenance reasons, VOGO will be responsible for correcting any anomalies that may affect the Software.

However, VOGO shall not be required to intervene on the Software if the Client, a User or a third party has intervened on the Software without VOGO's express authorisation or if VOGO considers the digital environment for the VOGO Software to be inappropriate. Furthermore, any malfunction related to the above cases or due to negligence by the Client or User, accidental causes, unauthorised modification of the Software or malfunction of the networks used to operate the VOGO Software (electrical, internet, 4G network, etc.) will not be covered by VOGO.

**8.1.3.** Limitation of liability. VOGO is responsible for the execution of the Services as described in the quote or order form. It undertakes in this context to take all possible care and to comply with best industry practices for the execution of the Services. In this respect, it is expressly agreed that VOGO is bound by an obligation of means. Consequently, VOGO may only be held liable in the event of proven fault.

Furthermore, VOGO may not be held liable:

- In case of use by the Client not in compliance with the documentation of the Equipment or Software,
- In case of damage occurring during transport of the Equipment by the Client or under the Client's responsibility,
- In the event of modification to the Equipment or Software which has not been approved by VOGO
- In the event of damage by a third party.

In all cases, VOGO's liability shall be limited to the direct prejudice suffered by the Client. The amount of damages and compensation that may be charged to VOGO for all combined and cumulated prejudice may not exceed an overall ceiling of an amount equal to forty percent (40%) of the pre-tax price received by VOGO for the order which is the object of the dispute, to the exclusion of any indirect prejudice, commercial prejudice or loss of earnings. Consequently, VOGO cannot assume any liability whatsoever for any direct or indirect, incidental or exceptional loss or prejudice, such as commercial loss, loss of data, loss of orders or reservations, prejudice to the brand image, any commercial disruption, loss of profit, income or earnings, loss of opportunity, loss of Clients, loss of use, suffered by the Lessee itself or by a third party. Any action brought against the Client by a third party, and in particular a client of the Client, represents indirect prejudice and, consequently, does not give rise to a right to compensation.

### **8.2. Client's responsibility**

**8.2.1.** Care for the Equipment. Once the Equipment has been made available to the Client at VOGO's premises, in compliance with Article 4.3 above, the Client duly becomes custodian of the Equipment, as per Article 1242 of the French Civil Code. The Client therefore undertakes to keep and protect the said Equipment for the entire duration of the contract. Thus, from the date of provision and until the Equipment is returned, the Client is liable for any loss, breakage, theft, deliberate damage and deterioration caused to the Equipment by an external cause not attributable to VOGO, such as power surges, fire, lightning or water damage. The Client must be sufficiently insured for such prejudice. The Client is liable for any damage to the Equipment, independently of the cause. The Client will immediately notify VOGO in the event of any incidents concerning the Equipment.

**8.2.2.** Use of the Services. The Client acknowledges that it has been informed of the technical characteristics of the Equipment and Software and, in general, the Services, as well as the specific conditions for their use. Unless it has delegated use of the Equipment and Services to VOGO as part of a Support Service contract, the Client confirms that it has the skills and resources for their use. The Client is a professional. It uses the Services at its own risk, responsibility and expense and is the sole beneficiary. It is solely liable for use of the Services and any prejudice which may arise from such, both for the Equipment and for third parties, in particular with regards to the Client's clients. The Client releases VOGO from any liability in this respect

The Client undertakes to comply with all obligations arising from the present Contract and will ensure respect of the present obligations by the Users to whom it authorizes access to the Services.

## **9. INSURANCE**

VOGO declares that it is insured for its professional civil liability, within the framework of these GTC, with an insurance company and undertakes to maintain this insurance cover for the entire duration of the performance of its obligations.

## **10. FORCE MAJEURE**

**10.1.** In the event of force majeure as defined by article 1218 of the Civil Code, the obligations of the party affected will be suspended

as from the notification made to the other party, by registered letter with acknowledgement of receipt, of the said case of force majeure.

**10.2.** The above-mentioned notification must set out in detail the characteristic elements of the case of force majeure and indicate the foreseeable duration of the situation, where applicable.

**10.3.** Non-execution of an order due to a case of force majeure shall not be subject to any recourse.

**10.4.** The parties may freely cancel the order(s) in progress, without notice, in the event of persistence of the case of force majeure beyond a period of thirty (30) days from the occurrence of the case of force majeure, without either party being able to claim any compensation. This cancellation will take effect from the first presentation of the registered letter with acknowledgement of receipt notifying the said condition.

### **11. INTELLECTUAL PROPERTY**

VOGO remains the sole owner of all intellectual and/or industrial property rights over the Equipment and Software. An order does not represent transfer of intellectual and/or industrial property rights, nor a transfer of VOGO's know-how, with the exception of the licence for use of the Software provided for in Article 5.2. above. No rights other than the right to use the Equipment and Software are transferred to the Client.

### **12. CONFIDENTIALITY**

**12.1.** The Parties undertake to observe the strictest confidentiality and to take all necessary measures to preserve such confidentiality with regard to information disclosed in the course of business exchanges, which are considered confidential.

**12.2.** The parties are not bound by any obligation of confidentiality with regards to information:

- expressly designated as non-confidential by the issuing party;
- which, prior to communication by the transmitting Party, is already held by or known to the receiving Party;
- which is in the public domain before the date of communication by the transmitting party or which would become public afterwards, through no fault of the receiving party, and without breach of any obligation of secrecy;
- lawfully received from a third party without breach of an obligation of secrecy;
- developed by or for the receiving party, independently of any access to the Confidential Information;
- communicated pursuant to laws, regulations, court decisions, provided that the receiving Party informs the transmitting Party and that measures are taken to ensure the confidentiality of the information despite its communication.

**12.3.** Consequently, the Parties undertake to keep the information confidential from the first business exchange and for a period of ten (10) years. This clause shall remain valid in the event of cancellation of orders by one of the parties, for any reason whatsoever.

### **13. COMMERCIAL REFERENCES**

Notwithstanding the confidentiality clause above, the Client expressly authorises VOGO to use the elements enabling VOGO to identify it as a reference for its commercial activity, such as the company name, trade name, logo, group to which it belongs and its activity or any other reference information.

### **14. PERSONAL DATA PROCESSING**

In the context of order completion and, in general, in its dealings with the Client, VOGO is required to process the personal data of the Client and its employees and collaborators, and vice versa.

In this respect, the parties undertake to comply with the applicable regulations regarding the processing of personal data and respect for privacy, and in particular with the General Data Protection Regulations, dated 14 April 2016, otherwise known as the "GDPR",

and with the French Data Protection Act as amended by Law n° 2018-493, known as "LIL 3", dated 20 June 2018 and its enforcement decree, as well as the amending order n°2018-1225 dated 12 December 2018.

Each of the Parties, in its capacity as data controller within the meaning of the above mentioned regulation, shall be responsible for informing the persons whose personal data are collected and processed and for ensuring compliance with the regulation in connection with the processing of such data.

### **15. WAIVER**

Either party may waive the exercise of any of its rights under these GTCs from time to time without such a one-time waiver expressing a definitive waiver of the exercise of such right.

### **16. APPLICABLE LAW - DISPUTES**

**15.1.** These GTCs are subject to French law.

**15.2.** Any dispute whatsoever relating to the present General Conditions or to an order for Services by the Client to VOGO, is subject to the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Montpellier (France), notwithstanding plurality of defendants or appeal(s) under guarantee.