

Primo Terms and Conditions of Services

These Primo Terms and Conditions of Services form an agreement entered into between the legal entity having subscribed to the services provided by Clutch and the latter, a French société par actions simplifiée with a share capital of 14,081.50€, whose registered office is located at 14 rue Beffroy, 92200 Neuilly-sur-Seine, France, registered before the Trade and Company Register of Nanterre under number 919 404 301 (“**Primo**”).

Client and Primo are hereafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

Article 1 Definitions

The terms and expressions which first letter is a capital one, in this Agreement, have the meaning defined in this article, used either as singular or plural:

- 1.1 “**Admin**” shall mean any Client’s employee who has access to the Cockpit, and more generally the Platform and Services.
- 1.2 “**Agreement**” shall mean the present Primo Terms and Conditions of Services, the Subscription Form(s), the Order Form(s), their appendices and any future amendments executed between the Parties, excluding all other documents.
- 1.3 “**Billing Unit**” shall mean the unit used to calculate the Fees which will vary depending on the relevant Premium Service (e.g. number of Enrolled Devices or number of Employees).
- 1.4 “**Cockpit**” shall mean the part of the Primo platform which allows the Client to manage their employees, equipment, connected applications and more. The Cockpit is only accessible to the Admins.
- 1.5 “**Confidential Information**” shall mean any information communicated (written, orally or by any other mean) directly or indirectly by the Client to Primo prior or after this Agreement’s entry into force including, without limitations, the information related to the Services as well as the operations, processes, plans, know-how, commercial secrets, inventions, techniques, commercial opportunities and activities of the Client.
- 1.6 “**Client**” shall mean the legal entity identified when registering on the Platform, or in the Subscription Form, which benefits from the right to use the Platform.
- 1.7 “**Client Data**” shall mean the data relating to the Client, the Admins and to the Equipment and Devices, which are processed via the Platform.
- 1.8 “**Devices**” shall mean the Client’s computers, tablets or phones linked to the Platform, the number of which is used to calculate the Fees.
- 1.9 “**Equipment**” shall mean electronic equipment (e.g. Devices and accessories, such as monitors, mice, keyboards etc.) that the Client owns and which is listed in the Platform.
- 1.10 “**Fees**” shall mean the sums owed by the Client in order to benefit from the Services.
- 1.11 “**Force Majeure**” shall mean the events external to the Parties, unpredictable and unstoppable, as defined by French case law, the following events shall be deemed to constitute a case of Force Majeure (without purporting to be an exhaustive list): war

(declared or not); terrorist act; invasion; rebellion; blockade; sabotage or act of vandalism; strike or social dispute, total or partial, external to both Parties; bad weather (in particular flooding, storms and hurricanes); events declared as “natural disasters”; zombie invasion; fire; epidemic; transport or supply blockades (particularly energy); failure of electrical energy, heating, air conditioning supplies, of the telecommunication or data transport network; satellite failure.

- 1.12 “**Free Tier**” shall mean the part of the Services provided by Primo on its Platform at no cost for the Client. These are described under “Description of Services”.
- 1.13 “**Order Form**” shall mean the document (paper or electronic, including as online form on Primo’s website) which determines the conditions under which the Client is ordering Equipment through Primo.
- 1.14 “**Premium Services**” shall mean all the additional features and/or services provided by Primo on its Platform in exchange for Fees, as defined on the pricing page of Primo, available on <https://www.getprimo.com/pricing>, or in the relevant Subscription Form.
- 1.15 “**Period**” shall mean the period of provision of the Services for each Premium Service subscribed by the Client as set forth in the relevant Subscription Form. Except if defined otherwise by the Parties, each Period is established on a monthly basis.
- 1.16 “**Platform**” shall mean the web service, available at <https://app.getprimo.com> and through which the Services are provided by Primo.
- 1.17 “**Services**” shall mean the Free Tier and Premium Services provided by Primo to the Client through the Platform under the conditions defined under this Agreement.
- 1.18 “**Subscription Form**” shall mean the document (paper or electronic, including as online form on Primo’s website) which determines, for a set of Premium Services: (i) which Premium Services the Client is getting access to; (ii) the Period and Trial Period if applicable; (iii) the Billing Unit and/or the Fee; and, if applicable, (iv) specific conditions applicable to such Premium Services.
- 1.19 “**Third-Party Software**” shall mean a software that is not edited by Primo, but provided by Primo to the Client, as part of the Services.
- 1.20 “**Trial Period**” shall mean the period during which the Client can use one of the Premium Service without paying the applicable Fee. The duration of the Trial Period is indicated in the Subscription Form. In the absence of a Subscription Form, this period shall be set to fourteen (14) days.

Article 2 Purpose

Primo develops and markets, through its Platform, IT Operations Services in the form of a combination of Free Tier and Premium Services.

This Agreement defines the terms and conditions under which Primo will perform the Services.

Article 3 **Entry into force – Duration**

This Agreement shall enter into force when the Client signs up to the Platform or subscribes to a Premium Service through the signature of a Subscription Form, whichever comes first, for an indefinite duration.

Premium Services automatically renew at the end of each Period for the same duration as the initial Period, except in the event of (i) early termination under the conditions defined in Article 14; or (ii) termination of the relevant Subscription Form.

Article 4 **Use of the Services**

4.1 Access to the Platform

Primo grants the Client a right to use the Platform to its Admins and employees for the internal business needs of the Client only, under the conditions and within the limits specified in the Agreement. The right of use is granted on a non-exclusive, non-transferable and non-assignable basis, for the entire world and for the duration of the Agreement.

Employees will get access to the Platform through their professional email.

As part of his right to use the Platform, the Client undertakes unreservedly not to:

- (i) make a copy of the Platform or elements of the Platform, in any way whatsoever;
- (ii) analyse, or have analysed by a third party, in the sense of observe, study and test, the operation of the Platform in order to determine the ideas and principles on which the program elements are based when the Platform performs loading, display, execution, transmission or storage operations;
- (iii) make the Platform available to third parties, whether free of charge or against payment. In particular, the Platform shall refrain from integrating, processing and/or using the data of a third party; and/or granting full or partial access to the Platform, in particular in the form of a DaaS, ASP, PaaS or SaaS;
- (iv) transfer, lease, sub-license, assign, pledge or transfer all or part of the ownership of the Platform in any way whatsoever.

The Platform may include Third-Party Software provided by Primo. Any other third-party software used by the Client, but not provided by Primo, in connection with the Platform is the sole responsibility of the Client and it is the Client's responsibility to make any relevant commitments in this respect.

4.2 Admin – Access to the Cockpit

Access to the Cockpit by the Client will be restricted to Admins only.

As part of the Setup, the Client appoints an Admin, who has the power to create and modify all the Admins' accounts. Each Admin has the right to appoint other Admins, which will have the same

abilities on the Cockpit as the initial Admin. The Client undertakes to ensure that Admins are competent natural persons, familiar with the use of IT tools and informed by the Client of all issues relating to the processing and use of personal data.

The Client is solely responsible for the security of its credentials. In the event of one or more Admin accounts being compromised, the Client undertakes to immediately secure all relevant accounts, including by changing the password(s) associated with the compromised account(s) without delay.

Any action carried out via a login belonging to an Admin will be deemed to have been carried out by the Client, unless the Admin has previously deactivated the login concerned. In this context, the Client undertakes to ensure that each of its Admins complies with the terms of the Agreement.

Article 5 Description of the Services

5.1 Services

The Client can access the Platform to use the Services, which include in particular but not limited to:

- (i) Free Tier
- (ii) Premium Services
 - a. Mobile Device Management (also known as Primo MDM)
 - b. User Provisioning (also known as Connected Apps)
 - c. IT Support: this service allows to benefit from a Third Party IT
- (iii) Third-Party Software Marketplace

The Services, as well as associated financial conditions, are described on this page: <https://www.getprimo.com/pricing>.

The Services available for the Client are listed in the relevant Subscription Form.

5.2 Free Tier

The Free Tier includes an access to the Platform to buy, resell, ship, repair and generally maintain an inventory of Equipments; it being understood that only the access to the Platform enabling these actions is free, whereas buying, selling, shipping and, repairing and reselling Equipments are not Services free of charge.

5.2.1 Equipment Orders

The delivery of the Equipment shall occur two to three days, on a best-effort basis, upon reception of the order by Primo's partner and subject to full payment of the sums due for any Equipment by the Client to Primo.

Delivery will be deemed to occur once the recipient (Client or Admin on behalf of Client) takes physical possession or control of the Equipment ordered.

The Client (or the Admin on behalf of Client) must notify in writing to Primo any non-conformity or missing Equipment with a copy of any reservations made to the shipping carrier within twenty-four (24) hours from delivery.

Acceptance will occur either (i) if within the above-mentioned 24-hours deadline no claim has been notified to Primo or (ii) the Equipment has been opened by the Client.

Returns are possible within a two (2) week window upon reception, as long as the Equipment has not been opened. Any return will result in a full refund of the Equipment cost, minus any Shipping Fees.

5.2.2 Equipment Resells & Repairs

Through partners, Primo offers the Client the possibility to repair and resell its Equipment through the Platform.

A quote will be established by the partners for any repair or resell. By accepting a quote, the Client accepts the Terms & Conditions of said partner, and the sole terms and conditions applicable will then be the ones provided by that partner.

5.2.3 Shipping

The Client can directly buy shipping labels on the Platform. When the Client purchases a shipping label, Primo acts as a reseller, hence the sole terms and conditions applicable will then be the ones provided by the relevant shipping provider.

5.3 Mobile Device Management (also known as “Manage”)

This service allows the Client, amongst other things, to remotely configure, lock and wipe Enrolled Devices, amongst other actions. For more information, head to <https://www.getprimo.com>.

5.4 User Provisioning (also known as “Connected Apps”)

This service allows the Client, amongst other things, to automatically create and remove users in the Connected Apps that they integrate with Primo. For more information, head to <https://www.getprimo.com>.

5.5 Third-Party Software Marketplace (also known as “Integrations”)

Such services are not delivered directly by Primo.

Primo will allow the Client to choose between various products and vendors.

When the Client subscribes to such Services through Primo, Primo acts as a reseller, hence the sole terms and conditions applicable will then be the ones provided by the editor of the relevant Third-Party Software.

Article 6 **General Financial Conditions**

6.1 Setting of Fees and Prices

6.1.1 Subscription Fees

The Fees are initially indicated in each Subscription Form which forms a billing commitment and may vary during the Agreement depending on consumption.

The Fees shall vary according to the consumption of Billing Unit per Premium Service for whichever cost is the highest between the (i) number of Billing Units at the end of the Period or (ii) billing commitment in the Subscription form. The Fees due to Primo and referred to in this Article are exclusive of tax and do not include any fees (in particular for delivery and travel fees), unless expressly agreed otherwise between the Parties.

6.1.2 Equipment Orders

Orders placed through the Platform are not free of charge. The price for the order of each Equipment is indicated on the Platform but may defer for any delivery outside of France.

Primo undertakes, on a best effort basis, that prices for any Equipment ordered through the Platform are equivalent to the prices offered by the producers of the Equipment. These may not match the best offers and discounts available on the Internet for this Equipment.

Prices indicated on an Order Form accepted by the Client are final.

The Client will not pay any shipping fees for the delivery of its Equipment. Primo only organises shipping in all European Union and to the United Kingdom. If agreed upon by Primo, shipping to any other destination may incur additional Fees.

6.1.3 Equipment Repair

Repairs arranged through Primo partners are not free of charge. Prices and shipping conditions for each Repair are indicated by the partner over email and once accepted by the Client, are final.

6.1.4 Shipping

Shipping arranged through Primo shipping partners are not free of charge. The price for the shipping of each Equipment is indicated on the Platform.

Primo undertakes, on a best effort basis, that prices for any shipping labels ordered through the Platform are equivalent to the prices publicly offered by the shipping partners. These may not match the best offers and discounts available on the Internet for these shipping labels.

Prices indicated on an Order Form accepted by the Client are final.

6.2 Payment terms

6.2.1 Subscriptions

The Fees shall be payable at the end of each Period, except if expressly stipulated otherwise between the Parties.

6.2.2 Equipment orders

The Client shall pay Primo upon acceptance of the Order Form for any Equipment.

6.2.3 Equipment Repairs

If the Client wishes to repair its Equipment, they will be invoiced by the selected partner and will have to conform to their payment terms.

6.2.4 Late payment

In case of late or rejected payments, the Client will be informed by e-mail of the unpaid sums.

Once informed, the Client shall proceed with the regularisation of the payment within twenty-four (24) hours using the payment means accepted by the Primo.

In the event of non-payment of any sum within the contractual deadline:

- (i) any unpaid sum will automatically bear interest from day to day until the date of its payment in full in principal, interest, costs and accessories, at a rate equal to five (5) times the legal interest rate in force, and this, without any prior formality, and without prejudice to the damages that Primo reserves the right to seek judicially;
- (ii) Primo reserves the right, at its sole discretion, with or without prior notice, to suspend the execution of all or part of the current or future Services, until full payment of the amounts due;
- (iii) all costs incurred by Primo for the recovery of sums due will be borne by the Client, including bailiff's costs, court costs, lawyers' fees, or any additional collection costs with supporting documents, said costs may not in any event be less than the fixed indemnity referred to in Article L. 441-10 II of the French Commercial Code, in the amount of forty (40) euros; and
- (iv) all sums remaining due to Primo by the Client under the Agreement become immediately payable.

Amounts paid by the Client to Primo under the terms of the Agreement remain the property of Primo and are therefore non-refundable, even in the event of termination of the Agreement.

6.3 Price revision

At the end of the Period, and then of each contractual period, Primo may re-evaluate the amount of the prices and Fees of the Services and undertakes in this case to communicate its new rates to

the Client no later than thirty (30) days before the beginning of the contractual period concerned by the price revision.

Article 7 Client's undertakings

7.1 Client Data

The Client acknowledges and accepts that it is the Client's responsibility to transmit all Client Data in accordance with the instructions communicated by Primo.

In this regard, Primo cannot be held responsible for any failure in the provision of Services in the event that the Client Data transmitted by the Client is incomplete or erroneous.

Any intervention carried out by Primo due to non-compliant or missing use/and or data may be subject to additional invoicing, based on time spent.

7.2 Performance of the Agreement

The Client undertakes to:

- (i) Cooperate in good faith to facilitate Primo's interventions, in particular by providing Primo with all relevant or requested information within a timeframe allowing Primo to fulfil its obligations;
- (ii) When necessary, offer access to its premises, as well as the means necessary for the provision of the Services, to a reasonable extent (e.g. workstation, means of telecommunication);
- (iii) Assist Primo in the provision of the Services, by means of its qualified, competent personnel;
- (iv) Back up all of its data, prior to any intervention by Primo and whenever it deems necessary,
- (v) Have a broadband Internet connection, the cost of which is borne by the Client.

Article 8 Primo's undertakings

8.1 Performance of the Agreement

Primo shall endeavour to perform its Services according to the standards set out by its SOC2 Type II certification as long as it is in force.

Unless expressly stipulated otherwise, Primos obligations under the Agreement are obligations of means.

8.2 Support

Primo ensures the correct performance of the Platform as part of the support.

The support can be contacted by email or through the chat in the Cockpit during business hours.

For any assistance beyond the correct performance of the Platform, the Client will have to conclude an IT Support contract with a third party IT Manager that can be recommended by Primo.

8.3 Deadlines

Where applicable, Primo may communicate delivery or completion dates for the Services as well as a date for final delivery or completion.

The deadlines indicated by Primo are indicative deadlines and are in any event subject to the Client's compliance with its obligations, particularly in terms of communicating the relevant information.

8.4 Updates

Throughout the term of the Agreement, the Client benefits from updates to the Platform which are developed and distributed by Primo.

Consequently, the Client accepts that Primo may, without prior notice and at any time, modify one or more functionalities of the Platform.

Article 9 Collaboration between the Parties

Each Party shall undertake towards the other Party to:

- (i) Commit to a close collaboration while performing this Agreement;
- (ii) Communicate as soon as possible all the required information in order to perform the Services;
- (iii) Warn it as soon as possible of all the possible problems that would jeopardise the normal performance of the Services.

Article 10 Liability

10.1 Free Tier

The Free Tier is provided “as is” and Primo disclaims, to the extent permitted under applicable law, all warranties and representations in relation to the Free Tier, including without limitation the conformity of the Platform, warranty as to latent defects, infringement warranty, uninterrupted or error-free operation of the Platform, fitness of the Free Tier for a particular usage or Client's requirements or compatibility of Free Tier with any other product or software.

The Client undertakes s/he is installing and/or using the Free Tier at its own risks.

Primo shall not be liable for any damage arising from the use of the Free Tier.

Primo shall not be liable for any direct or indirect damages, including without limitation (i) any damage resulting from the loss or incorrectness of the data or programs, provision of the hardware, software, service or technology, (ii) loss or damage incurred by Client as a result of third-party claims.

To the fullest extent expressly permitted by law, Primo hereby disclaims the French legal liability for defective products ("*responsabilité du fait des produits défectueux*") set for in article 1245 and seq. of the French Civil Code, particularly as regards damage done to any good not used by the Client for private purposes.

10.2 Equipment orders

Insofar as possible, Primo will inform the Client in advance of the warranty conditions applicable to the Equipment.

The seller of the Equipment remains solely responsible for any technical risk that would make it totally or partially impossible to use the Equipment.

In the event of a request from the Client for maintenance of the Equipment, they should reach out directly to the contact on the Order Form. No maintenance operations will be carried out by Primo on the Equipment.

10.3 Premium Services

In any event, to the fullest extent permitted by applicable law, Primo's liability over the whole term of the Premium Services, for any damages and losses arising under or in connection with the Premium Services, shall be limited to the total amount the Fees paid by the Client relating to the corresponding Premium Service during the twelve (12) months preceding the damaging event.

Primo shall not be liable for any indirect damage or loss, incidental, consequential, special, punitive, or exemplary damages, or any loss of profit, loss of data, loss of revenue, loss of business opportunity, non-occurrence of anticipated savings, productivity gains or competitive advantage, business interruption or damages to reputation or image.

Primo shall not be liable for any failure to perform its obligations related to the Premium Services if such failure is due to any act or omission of Client or any third party, including a Third-Party Software which the Client has directly subscribed to. Some of these acts include, but are not limited to :

- (i) Running scripts
- (ii) Locking or wiping Devices
- (iii) Manipulating data
- (iv) Applying a faulty update

Client shall assert any claim for breach or non-performance against Primo in connection with a Premium Service within one (1) year after Client first knew or should have known of the underlying facts giving rise to such claim.

Article 11 Intellectual Property

11.1 Platform

The Client acknowledges that the Platform, including any patches, workarounds, updates, upgrades, enhancements and modifications made available to the Client, as well as all trade secrets, copyrights, patents, trademarks, trade names and other intellectual property rights related thereto shall at all times remain the full and exclusive property of Primo and that nothing in this Agreement shall be construed as a transfer of any of these rights to the Client.

The Client acknowledges and accepts that some of the components of the Platform are open-source components.

11.2 Third Party Software

As part of the Services, the Client may subscribe to a Third-Party Software through the Platform. In this context, Primo acts as a reseller, hence the sole terms and conditions applicable will then be the ones provided by the editor of the relevant Third-Party Software.

Article 12 Confidentiality

12.1 Confidential Information

Confidential Information does not include:

- (i) Information that is currently available or that becomes available to the public without either Party breaching the terms of this Agreement;
- (ii) Information legally held by one Party before its disclosure by the other;
- (iii) Information that does not come either directly or indirectly from the use of all or part of the Confidential Information;
- (iv) Information validly obtained from a third Party authorised to transfer or disclose such information.

12.2 Confidentiality Undertaking

Primo undertakes, in its name and in the name of its employees, agents, sub-contractors and Clients, for the duration of this Agreement and for a period of five (5) years after the end of this Agreement:

- (i) Not to use the Confidential Information for any purpose other than the performance of its obligations under the terms of this Agreement;

- (ii) To take all precautions that it would take with its own valuable confidential information, it being stated that such precautions must not be less than those of a diligent professional;
- (iii) Not to disclose the Confidential Information to anybody whatsoever, by any means whatsoever, except to those of its employees, agents, service providers or sub-contractors for whom such information is necessary with a view to meeting the obligations of each of the Parties.

When this Agreement comes to an end, either because it has reached its term or has been terminated, each Party shall return to the other Party, without delay, all Confidential Information, regardless of format, that it has obtained within the scope of this Agreement. Neither Party shall keep any copies in any format whatsoever, without the express prior written agreement of the Client.

Article 13 Data protection

Some data used, gathered and/or processed via the Services may constitute personal data within the meaning of the Regulation on the protection of natural persons about the processing of personal data and on the free movement of such data (hereinafter the “**GDPR**”).

Then, the Client, in the conduct of its activities, implements automated processing of personal data within the meaning of Law No. 78-17 of 6 January 1978 on data processing, files and freedoms (hereinafter “**Law No. 78-17**”) and the GDPR. It wished to entrust part of the technical aspects (as defined in the Agreement) of these processing operations to Primo, under the conditions defined in the Agreement.

Via the Services, Primo is required to process, on behalf of the Client, certain personal data that may be included in the data.

13.1 Undertakings of the Client

The Client undertakes within the framework of the execution of the Agreement to:

- (i) transmit via the Services only data strictly necessary for the proper conduct of its business;
- (ii) document in writing any instructions regarding the processing of the data by Primo;
- (iii) comply with the provisions of Law No. 78-17, the GDPR and more generally with the regulations applicable in France;
- (iv) supervise the processing of the data, including by carrying out audits in accordance with the procedures previously defined by mutual agreement with Primo;
- (v) obtain, where relevant, the consent of the data subjects to the processing and/or transfer of their personal data;
- (vi) provide all relevant information to the persons the processing operations concern, at the time of data collection.

Primo cannot be held liable for any breach by the Client of applicable legislation except where the law expressly requires otherwise.

13.2 Undertakings of Primo

In accordance with sections 28 and 32 of the GDPR, related to data processor activities, Primo, as such, undertakes to:

- (i) take and maintain all appropriate measures, and appropriate technical and organisational measures, to preserve the security and confidentiality of the personal data entrusted to it by the Client for the provision of the Services, in order to prevent them from being distorted, altered, damaged, distributed or accessed by unauthorised persons;
- (ii) ensure that the persons authorised to process personal data on its behalf, in addition to having received the necessary training in the protection of personal data, respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
- (iii) comply with applicable legal provisions relating to the conditions of processing and/or destination of the data communicated to it by the Client or to which it will have access in the context of the provision of the Services;
- (iv) act only on the Client's documented instruction to process the personal data concerned;
- (v) use the personal information collected or to which it has had access for the sole purpose of providing the Services;
- (vi) not exploit for purposes contrary to the Agreement the personal information collected or to which it may have had access in the context of the execution of the Agreement in accordance with applicable legal provisions, and to transfer it only to a third party indicated or authorised by the Client;
- (vii) not resell data of a strictly confidential nature, unless such data is used to produce anonymous statistics;
- (viii) as far as possible, implement appropriate technical and organisational measures, as well as to fulfil its obligation to comply with requests submitted by the persons concerned with a view to exercising their rights of access, rectification, deletion, opposition, limitation and portability of data;
- (ix) inform the Client in case of data breach and assist the Client, to the extent possible and taking into account the information provided by the Client, to comply with its obligation to:
 - (a) notify the supervisory authority of a breach of personal data;
 - (b) communicate a breach of personal data to the data subject;
 - (c) carry out a data protection impact assessment.

Primo reserves the right to entrust the execution of all or part of the services under this Agreement to one or more subcontractors. Primo will be allowed to change any of its subcontractors provided that they provide the information in writing to the Client seven (7) days in advance to allow the Client to send any observation.

At the end of the Agreement, Primo undertakes, at the Client's discretion, to (i) destroy any personal data included in the data, or (ii) return said data to the Client (or to the subcontractor it has designated) according to the procedure set out in the Article 14.3.

The return is accompanied by the destruction of all existing copies in Primo's information systems. The Client must communicate its will at least ten (10) days before the expiry of the Agreement. Otherwise, Primo will completely delete the personal data included in the data.

Article 14 Termination

14.1 Termination

14.1.1 For breach

Each Party may, *ipso jure* and without prejudice to any damages that it reserves the right to claim judicially, terminate the Agreement with immediate effect in the event of a breach by the other Party of one of its essential obligations under the Agreement, and in particular in the event of non-payment of the sums due according to the invoices, if this breach has not been remedied by the defaulting Party within a period of thirty (30) working days from notification of this breach by the other Party, by registered letter with acknowledgement of receipt.

14.1.2 For convenience

Each Party has the right to terminate this Agreement at any time, provided that no Premium Service is active under an Subscription Form.

If the Client chooses to terminate one or all Subscription Form(s), such termination will take effect (i) on the last day of the on-going month for a termination notification occurring before the fifteenth (15th) of the month; and (ii) on the last day of the following month for a termination notification occurring after the fifteenth (15th) of the month.

If the Client's Premium Service include a Third-Party Software (i.e. antivirus software), the Client will either (i) have to terminate the licence according to the third-party terms and conditions or (ii) have to ask the transfer of the licence from Primo, if available.

The Client can also choose to terminate one of the subscribed Premium Services without terminating the whole Agreement, at the end of the Period of the Premium Service as indicated in the corresponding Subscription Form.

14.2 Effects of the termination

In the event of termination of the Agreement, for whatever reason, the Client must immediately cease to use any element supplied as part of the Services.

Any Service performed and not yet invoiced will be due to Primo.

Any Equipment purchased by the Client as part of the Services will remain its sole property.

14.3 Reversibility

Within forty-five (45) days of the expiration or termination of the Agreement, Primo can provide the Client with a copy of all the Client Data available on the Platform.

The Client Data will be made available to the Client for downloading and/or delivered on a physical medium, at Primo's discretion.

Primo undertakes to provide a complete export of the Client Data on the Platform in a state-of-the-art format. This export of Client Data will include, in particular, the basic data as supplied by the Client during Setup as well as the processing and enrichment of this data during the execution of the Agreement.

Any provision of services and/or export of Client Data, beyond a single export subsequent to the expiry or termination of the Agreement, will be invoiced to the Client in accordance with the quotation drawn up in advance by Primo.

At the end of the reversibility period, Primo will proceed with the complete deletion of the Client Data, with the exception of anonymous statistical data collected by Primo as part of the provision of Services to the Client.

Article 15 **Miscellaneous**

15.1 Compliance with laws

Primo certifies that it has complied with all its obligations relating to labour laws applicable in the country where Services are provided, and in particular, with respect to France, with the provisions of articles L. 8221-1 and seq. of the French Labour Code relating to illegal work, L. 3241-1 and seq. relating to payment of wages, L. 1221-10 and seq. relating to employer obligations, L. 8231-1 and seq. relating to unlawful working practices and L. 8251-1, L. 8252-1 and seq. relating to foreign employees.

15.2 Relationship between the Parties

The relationship between the Parties is the one of independent and autonomous contractors. This Agreement is solely intended at the purpose defined herein and shall not be construed as entailing any provision or intention to constitute a company and/or clientship, the Parties lacking *affectio societatis*. No provision of this Agreement shall be deemed as giving power to a Party to conduct the other Parties' activities.

15.3 Communication – Publicity

The Client accepts to be featured on Primo's clients reference list. Such acceptance includes being mentioned in press releases or project accounts, and the fact that this Agreement may be used as an example of a mutually beneficial collaboration for marketing purposes.

15.4 Notices – Calculation of time limits

All notices (formal notice, report, approval or consent) requested or required in application of the provisions of this Agreement must be made in writing and shall be deemed to have been validly given if they are:

- (i) delivered by hand;
- (ii) sent by registered mail with acknowledgement of receipt to the address of the other Party as featured on the front-page of this Agreement or to any other address duly notified to the other Party in the manner defined at the beginning of this Agreement;
- (iii) sent by e-mail to support@getprimo.com, for Primo.

Unless otherwise stated in the provisions of this Agreement, time limits are calculated in calendar days. All time limits calculated from a notice shall run from the first attempt at delivery, as evidenced by the postmark.

15.5 Transfer

This Agreement being concluded *intuitu personae*, the Client is not authorized to transfer all or part of its obligations under the terms of this Agreement, in any way whatsoever, without the express prior written agreement of the Client.

In case a change of control of the Client would occur (the notion of “*control*” being understood within the meaning of article L 233-3 of the French Commercial Code), the Client shall inform Primo at least thirty (30) days prior to this change of control actually coming into effect. As of receipt of this notification from the Client, Primo shall be entitled, for a forty-five (45) days period, to terminate this Agreement immediately by sending a registered letter to the Client notifying the termination of this Agreement due to change of control.

15.6 Force Majeure

Neither Party shall be held liable if the performance of its obligations should be delayed, restricted or made impossible by virtue of a case of Force Majeure

If a case of Force Majeure should occur, the performance of the obligations of each Party shall be suspended. If the Force Majeure should last for more than one (1) month this Agreement may be terminated at the request of the most diligent of the Parties, with neither Party being held liable. Each of the Parties shall bear their own costs that may be incurred as a result of the Force Majeure.

15.7 Waiver

If one or other Party should fail to exercise any one of its rights under the terms of this Agreement whatsoever, this shall not be deemed to be a waiver of that right, such waiver only to be deemed to have been given when expressly declared by the Party in question.

15.8 Entirety

This Agreement constitutes the entirety of the Parties' understandings, and thus cancels and replaces every communication, proposals, statements and agreements, written or oral, issued by any of the Parties before or after execution of this Agreement.

The conditions defined in a Subscription Form shall supersede the terms of this Agreement.

15.9 Validity

If one or more of the provisions of this Agreement should be held to be invalid by a competent court, the remaining provisions shall retain their scope and effect.

The provision that has been held to be invalid shall be replaced by another provision, the scope and meaning of which shall be as close as possible to the scope and meaning of the invalidated provision, but in compliance with applicable legislation and the mutual intent of the Parties.

Article 16 **Applicable Law and Competent jurisdiction**

This agreement is governed by French Law.

The Parties expressly accept to submit any dispute related to this Agreement (understood as any dispute related to its negotiation, conclusion, enforcement, cancellation and/or termination) and/or related to the commercial relationships between the Parties and their termination, to the exclusive competence of the Paris Courts, notwithstanding plurality of defendants or warranty claims, and including summary proceedings and ex parte motions.