

GENERAL TERMS OF SALE

MS4 Bi

Web: getms4bi.com

MG Planet

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PREAMBLE

MANDRAGORE PLANETE is a limited liability company (*société à responsabilité limitée*) registered in the Trade and Companies Register (RCS) of Paris under number SIREN 891378234, with a capital of €1,000, whose head office is located at 15 rue des Halles, 75001 PARIS, represented by Mr. Philippe Bergougnoux, acting in his capacity as manager.

MANDRAGORE PLANETE publishes and markets the "MS4 BI" software solution, which is designed to connect a database manager to graphic libraries available on the market, whilst at the same time inserting web languages.

These General Terms of Sale apply without any restrictions to all services provided by MANDRAGORE PLANETE.

ARTICLE 1 – DEFINITIONS

Site: means the website hosted under the following domain name: getms4bi.com

Customer: means any natural or legal person who has subscribed to a Subscription package available on the Site.

User: means the person who uses the Solution.

MANDRAGORE PLANETE: means MANDRAGORE PLANETE, as the owner and publisher of the Site, a company registered in the Trade and Companies Register (RCS) of Paris under number SIREN 891378234, with a capital of €1,000 and whose head office is located at 15 rue des Halles, 75001 PARIS.

Solution: means the "MS4 BI" software.

Order: means the act by which the Customer takes out a Subscription to a licence.

Subscription: means the unlimited-term contract of subscription to paying licences offered on the Site which is entered into between the Customer and MANDRAGORE PLANETE.

Delivery: means the reception of the Solution by the Customer.

Functionalities: means the functions offered by the Solution and to which the Customer subscribes when taking out the Subscription.

Personal Data: means any and all information concerning a natural person who is, or can be identified, directly or indirectly.

General Terms of Sale: means these General Terms of Sale, also referred to as the "GTSs", which apply to any Customer who uses the Site.

ARTICLE 2 – PURPOSE AND SCOPE

These General Terms of Sale (hereinafter the "GTSs") define the applicable conditions under which the Site will be made available, as well as the conditions for the distance selling of the Solution on the Site.

Consequently, these GTSs shall apply to all sales of the Solution that are concluded through the Site.

These GTSs are available for consultation on the Site and are accessible in one click upon acceptance of the payment of the Order.

These GTSs are entered into between MANDRAGORE PLANETE and the Customer, who wishes to take out a Subscription to the Solution.

Any Order shall operate as the Customer's unconditional acceptance of, and full adherence to these GTSs.

ARTICLE 3 – DESCRIPTION OF THE SUBSCRIPTION FORMULAS

Article 3.1 – Free trial version of the Solution

Prior to placing any Order, the Customer shall have access to a free version of the Solution called "TRIAL" for a period of 30 days.

The above-mentioned trial version will include all the parameters of the Solution, although with a limitation in terms of the insertion of the number of data.

Article 3.2 – Paying versions of the Solution

MANDRAGORE PLANETE offers the following two types of Subscriptions on its Site:

- A "Professional STANDARD" licence, for one User;
- An "Education ENTERPRISE" licence, for an unlimited number of Users.

MANDRAGORE PLANETE also offers the following optional Subscriptions:

- Unlimited access to the support service for one User for a period of one year;
- Access to the support service within the limit of 10 "support" tickets for one User – to be able to use the tickets, the User will have to click on the "Gestionnaire de ticket" ("Ticket Manager") tab in the Solution and enter the reference and the object.

MANDRAGORE PLANETE reserves the right to modify its Subscription offers without the Customer being entitled to any compensation.

ARTICLE 4 – LICENCE TO USE THE SOLUTION

MANDRAGORE PLANETE hereby grants the Customer a non-exclusive and unassignable licence to use the Solution in its existing version on the date of execution hereof and in any versions that could be made available for use of the Solution by the Customer after MANDRAGORE PLANETE has authorised the Customer to access such other versions.

The above-mentioned licence is solely granted to allow the Customer to use the Solution, in accordance with the conditions mentioned above and for the Customer's own needs.

Consequently, the Customer undertakes not to:

- reproduce, arrange or adapt the Solution or any parts thereof;
- make any commercial use of the Solution vis-à-vis any third parties;
- assign, provide, lend or rent the Solution, or grant any sub-licences to use the Solution, or any other rights of use, and more generally not to communicate the Solution or any parts thereof to any third parties or any affiliates;
- incorporate the Solution or any parts thereof into any computer system or in any other software solution;
- proceed with any remote transmission of the Solution, and not to connect the Solution to any network, and particularly the Internet, and not to publish it in any other form, without the prior written approval of MANDRAGORE PLANETE.

The right to use the Solution is granted to the Customer subject to the effective and full payment of the price of the Order.

ARTICLE 5 – ORDER

The Customer must have the legal capacity to enter into the contract.

The Customer may take out any one of the Subscriptions, in accordance with the process in force on the Site.

Prior to placing any Order, the Customer will be able to use the free “TRIAL” version for a period of 30 days, by clicking on the “DOWNLOAD” tab on the Site.

Following the above-mentioned 30-day period, the Customer will be able to take out any one of the Subscriptions.

For placing the Order for one of the Subscriptions, the Customer shall proceed as follows:

- Select the desired Subscription by clicking on “Commander” (“Order”);
- Enter the Customer's first name, last name and e-mail address and the desired quantity of Subscriptions, as well as the Customer's postal address;
- Validate the Order by clicking on “Procéder” (“Proceed”) and read the GTs via a link, and accept the GTs by ticking this statement: “J'ai lu et j'accepte les conditions générales de vente” (“I have read and agree with the general terms of sale”);
- Check the summary of the Order before proceeding with the payment;
- Proceed with the payment of the Order by clicking on the desired method of payment;
- Receive a confirmation of the Order by e-mail.

The Order will only be processed once the payment has been validated.

The invoice will be sent to the Customer by e-mail once the Order has been placed. The invoice will reproduce the information entered by the Customer, as well as the contents of the Order.

Once the Order issued by the Customer has been validated, the Order shall be deemed final.

ARTICLE 6 – PAYMENT

Article 6.1 – Methods of payment

For placing any Order, MANDRAGORE PLANETE offers the following methods of payment to its Customers:

- Bank cards, via the STRIPE platform;
- Bank transfer to MANDRAGORE PLANETE's bank account (whose details will be given to the Customer at the time of the Order).

Article 6.2 – Terms of payment

Payment is made in Euros only and in full at the time of the Order, using one of the methods of payment offered by MANDRAGORE PLANETE.

MANDRAGORE PLANETE undertakes to implement suitable security measures to protect all payments made on the Site.

ARTICLE 7 - DELIVERY

The Order placed by the Customer will be delivered within an approximate period of 48 h, starting from the final validation and payment of the Order, at the e-mail address mentioned by the Customer at the time of the Order.

MANDRAGORE PLANETE shall make its best efforts to deliver the Order within the above-mentioned period of time.

ARTICLE 8 – PRICES

Prices are stated in Euros, exclusive and inclusive of taxes.

Prices are determined according to the Subscription formula effectively subscribed by the Customer.

The TRIAL version of the Solution can be used for free for a period of 30 days.

MANDRAGORE PLANETE reserves the right to modify the prices of the Subscriptions at any time.

The prices of the Subscriptions are the prices in force at the time of the Order.

An invoice will be sent to the Customer upon final validation and full payment of the Order.

ARTICLE 9 – DURATION AND TERMINATION

All Subscriptions offered on the Site are concluded between the parties upon the actual subscription and for an unlimited period and cannot be cancelled.

This is why MANDRAGORE PLANETE offers the "TRIAL" version of the Solution, to allow the Customer and the User to test the Solution for 30 days, for free.

At the end of the above-mentioned period, and if the Customer is interested in the Solution, the Customer will have to take out a paying Subscription as described in article 3.2, in accordance with article 5.

ARTICLE 10 – RIGHT OF WITHDRAWAL

In accordance with article L221-28 9° of the French Consumer Code, the Customer will not be entitled to use the right of withdrawal, owing to the nature of the product concerned.

Consequently, upon final confirmation of the Order, the Customer will not be entitled to claim any rights of withdrawal.

ARTICLE 11 – CLAIMS

Should the Customer have any claims or questions concerning the use of the Solution, the Customer may contact MANDRAGORE PLANETE by e-mail at the following address: support@mgplanete.com

The Customer may notify any anomalies observed in the Solution (i.e.: any bugs or malfunctions) to MANDRAGORE PLANETE by e-mail, using the above address. In this case the Customer should provide as much information as possible to allow MANDRAGORE PLANETE to characterise the incident.

MANDRAGORE PLANETE will then qualify the anomaly, and undertakes to handle all claims and respond as quickly as possible.

ARTICLE 12 – CUSTOMER'S OBLIGATIONS

The Customer undertakes to fulfil the following obligations.

The Customer shall be solely liable to make sure that the Customer and the Users designated by the Customer use the Solution correctly. In particular, the Customer shall:

- have computer systems in good working order;
- make sure at all times that its computer systems, including its servers, comply with the conditions of use of the Solution, and shall take any measures required in this respect.

The Customer shall hold MANDRAGORE PLANETE harmless in respect of any misuse, improper use or unlawful use of the Solution by the Users, including in respect of any breach of the laws or regulations in force.

The Customer further guarantees to MANDRAGORE PLANETE that the Data as incorporated into the Solution is lawful, is not prejudicial to public order, does not

offend the standards of public decency, does not violate the rights of any third parties or any legal or regulatory provisions, and more generally will not in any way cause MANDRAGORE PLANETE to incur any civil or criminal liability.

The Customer understands that certain software programs included in the Solution are commonly referred to as "free" software or are the property of third parties, for which MANDRAGORE PLANETE has acquired a software licence, the list of which shall be made available to the Customer for consultation upon request.

ARTICLE 13 – OBLIGATIONS AND LIABILITY OF MANDRAGORE PLANETE

MANDRAGORE PLANETE guarantees the Customer that MANDRAGORE PLANETE (i) has all the rights and authorisations needed to be able to allow the Customer to use the Solution, in accordance with these GTs, and that the Solution does not contain anything that could be prohibited by the applicable infringement and unfair competition laws and regulations, and more generally that could infringe upon any third parties' rights, and (ii) has not arranged and will not arrange any assignment of, or grant any licence to use the Solution to any third parties that could prevent, or interfere with the performance of this contract.

MANDRAGORE PLANETE undertakes to allow the Customer who has taken out a Subscription to benefit from all improvements made to the functionalities of the Solution and all new releases issued to introduce minor extensions to the Solution (hereinafter the "Updates").

MANDRAGORE PLANETE shall have sole discretion to determine the nature and regularity of the Updates.

The Updates may be performed automatically and without prior notification, which the Customer understands and accepts expressly.

MANDRAGORE PLANETE undertakes to inform the Customer of any anticipated problems, and particularly of any problems with the implementation or correct operation of the Solution.

MANDRAGORE PLANETE shall not be held liable for any temporary problems of access to, or any impossibility to access the Solution as a result of any circumstances beyond MANDRAGORE PLANETE's control, including *force majeure* events, or problems resulting from any disruptions of the telecommunication networks.

MANDRAGORE PLANETE shall not be held liable for any external intrusions, or for the presence of any computer viruses in the computer system of the Customer or the

User who will be using the Solution, or of any possible consequences resulting from a total or partial alteration in the operation of the Solution as a result of any misuse by the Customer or the User, or of the operating failure or slow operation of the telecommunication network used by the Customer or the User.

In any case, MANDRAGORE PLANETE may only be held liable to the Customer for any facts that would be directly attributable to MANDRAGORE PLANETE and that will have caused harm to the Customer.

ARTICLE 14 – WARRANTIES

Article 14.1 – Legal warranties

The Solution offered for sale on the Site benefits from:

- The legal warranty of conformity for faulty or damaged Products or Products that do not correspond to the Order;
- The legal warranty against hidden defects due to a defect in materials, a design defect or a manufacturing defect affecting the Products delivered and making them unfit for use;

under the terms and conditions set out in the insert below and as defined in the Annex to these GTSs (Annex 1).

In accordance with the legal warranty of conformity, the Customer has a period of two years, starting from delivery of the goods, to take action, and may choose between having the ordered Product repaired or replaced, subject to the cost conditions set out in article L.217-9 of the French Consumer Code, and will be exempted from proving the existence of the non-conformity of the Product, during the period of 24 months following the delivery of the Product. For second-hand goods, this time period shall be of 6 months.

The legal warranty of conformity is applicable independently of the commercial warranty possibly associated with the Product. The Customer may decide to enforce the warranty against hidden defects in the Product, in accordance with article 1641 of the French Civil Code; in this case, the Customer may choose between cancelling the sale or having the selling price reduced in accordance with article 1644 of the French Civil Code.

Article 14.2 – Enforcement of the warranties

In case of any claims under the legal warranties, the Customer shall contact MANDRAGORE PLANETE by e-mail at the following address: support@mgplanete.com.

ARTICLE 15 – FORCE MAJEURE

MANDRAGORE PLANETE may not be held liable for any failure to perform, or in case of late performance of any one of its obligations described in these GTs if such failure to perform or late performance is caused by a *force majeure* event in the sense of article 1218 of the French Civil Code.

For the purpose of these GTs, a *force majeure* event is defined as any irresistible, unforeseeable, unavoidable and external facts or circumstances beyond MANDRAGORE PLANETE's control and that MANDRAGORE PLANETE cannot prevent in spite of all efforts reasonably possible.

In addition to the events provided in the legislation in force and the events taken into account in case law, force majeure events shall be deemed to include, without limitation, the following events:

- Blocking of the communication networks and systems;
- Hacker attacks.

ARTICLE 16 – INTELLECTUAL PROPERTY

The Customer undertakes to comply with MANDRAGORE PLANETE's intellectual property rights and all elements provided on the Site and in the Solution, including the contents of the Site and the Solution, and the trademarks, drawings, photographs, images, texts, general structure and tree structure, graphic charters, data bases, logos and domain names, all documents or files, and any other distinctive signs included in the Site or the Solution, including the underlying technology, which are the property of MANDRAGORE PLANETE and are protected under French and international intellectual property laws.

As recognised expressly by the Customer, these GTs do not grant the Customer any intellectual property rights on the Solution and its developments, which shall remain the exclusive property of MANDRAGORE PLANETE. The Customer is only granted a non-exclusive licence to use the Solution under the conditions defined in these GTs.

Considering the foregoing, any disassembly, reverse engineering, decryption, extraction, re-use and copying, and more generally any reproduction, representation, broadcasting and use of any constitutive elements of the Solution or any parts thereof without MANDRAGORE PLANETE's prior approval is strictly prohibited and may give rise to legal actions.

The Customer may make reference to the Solution of MANDRAGORE PLANETE for publicity and/or promotional purposes, subject to MANDRAGORE PLANETE's prior express agreement.

The Customer shall be held liable in case of any infringement of the above intellectual property rights by the Customer.

ARTICLE 17 – PERSONAL DATA

MANDRAGORE PLANETE will collect and process the Customer's personal data.

MANDRAGORE PLANETE advises the Customer to refer to the following page on the Site: "*Politique de confidentialité*" ("Data Privacy Policy") which indicates all uses MANDRAGORE PLANETE may make of any personal data MANDRAGORE PLANETE may collect.

ARTICLE 18 – AMENDMENT OF THE GENERAL TERMS OF SALE

MANDRAGORE PLANETE reserves the right to freely modify, update and rectify these GTs at any time according to changes in the legislative and statutory provisions and/or in case law.

Any changes made to these GTs shall apply directly to the Customer.

As the case may be, the new GTs shall solely apply to sales made after the GTs have thus been modified and/or adapted.

ARTICLE 19 – CLAUSE DEEMED NON-EXISTENT

Should any clauses in these GTs be declared null and void, the said clauses shall be deemed non-existent but this shall not cause all of these GTs to be declared null and void.

ARTICLE 20 – APPLICABLE LAW

These GTs are governed by French law.

Should these GTs be translated into any foreign languages, the French version shall prevail in case of any dispute in connection with the construction of any terms or provisions of these GTs.

ARTICLE 21 – JURISDICTION AND SETTLEMENT OF DISPUTES

Any disputes arising between MANDRAGORE PLANETE and the Customer should be settled by amicable arrangement, prior to any legal action.

Should any disagreement arise in connection with these GTs between the Customer, as a non-professional party, and MANDRAGORE PLANETE, the non-professional Customer recognises that, in accordance with the provisions of the French Consumer Code, MANDRAGORE PLANETE has designated a mediator the Customer may contact at the following address:

CMAP

39 av. Franklin D. Roosevelt
75008 PARIS
consommation@cmap.fr - T: (+33) 1 44 95 11 47

Following the mediation, the mediator will suggest a solution.

The parties shall remain free to accept or refuse recourse to mediation and, should mediation be used, shall remain free to accept or refuse the solution suggested by the mediator.

Failing any amicable arrangement, the dispute shall be referred to the competent jurisdictions applicable to the head office of MANDRAGORE PLANETE, including in case of the plurality of defendants, as accepted expressly by the Customer.

ANNEX 1 – PROVISIONS CONCERNING THE LEGAL WARRANTIES

Article L217-4 of the French Consumer Code

“The seller shall deliver the goods in conformity with the contract and shall be liable for any non-conformities observed upon delivery.

The seller shall also be responsible for any non-conformities due to the packaging, the mounting instructions, or the installation when this has been made its responsibility by the contract or has been performed under its responsibility”.

Article L.217-5 of the French Consumer Code

“The goods shall be deemed compliant with the contract:

1- If they are appropriate for the use normally expected for any similar goods and, as applicable:

- If they correspond to the description given by the seller and possess the quality attributes presented to the purchaser in the form of a sample or a model;

- If they possess the quality attributes a purchaser may reasonably expect in view of the public statements made by the seller, by the producer or by its representative, including in the associated advertising or labelling materials;

2- Or if they have the characteristics jointly defined by the parties or are fit for any special usage desired by the purchaser, as notified to, and accepted by the seller”.

Article L.217-12 of the French Consumer Code

“Any action resulting from a non-conformity shall be prescribed after two years, starting from delivery of the goods”.

Article L.217-16 of the French Consumer Code

“Should the purchaser request the seller, during the validity period of the commercial warranty granted to the purchaser at the time of the acquisition or repair of a movable asset, to refurbish such asset under the warranty, any period of not less than 7 days during which the asset is thus unavailable to the purchaser shall be added to the remaining term of the warranty.

This period shall start running when the request for intervention is made by the purchaser, or when the respective asset is made available for repair, if the latter happens after the request for intervention”.

Article 1641 of the French Civil Code

“The seller shall be liable under the warranty for any hidden defects of the goods sold which make such goods unfit for their intended use, or which reduce such use to such an extent that, had the purchaser been aware of such defects, the purchaser would not have acquired the goods or would have only offered to pay a lower price”.

Article 1648 sub-section 1 of the French Civil Code

“Any action resulting from any redhibitory defect must be taken by the purchaser within a maximum period of two years following the discovery of the defect”.

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