

GREENFRAME

Terms and Conditions dated of 2022-11-30

MARMELAB, a limited liability company registered with the Companies Register (RCS) of Nancy (France) under number 791 515 612, with its head office located at 4 rue Girardet – 54000 Nancy (France), has developed a calculator assessing the carbon footprint of an entire IT stack from end to end (Front-end, Network, Web servers and Databases), which it desires to provide access to its Clients, subject to the terms and conditions of the present Terms and Conditions and, where applicable, the Order Form as defined in Article 1 hereinafter.

ARTICLE 1 – DEFINITIONS

- 1.1 “**Agreement**” means, for the OnePage Solution, the present Terms and Conditions, and for the Enterprise SaaS solution, to the Order Form and the present Terms and Conditions.
- 1.2 “**Client**” means the person or entity whose authorized agent has ordered the Solution from MARMELAB and agreed to the present Terms and Conditions.
- 1.3 “**Client’s Content**” means the Client’s content, data, information, and other material provided by the Client to MARMELAB in electronic or other form.
- 1.4 “**Confidential Information**” means, in particular and without limitation, (i) documents, technical, commercial, marketing, financial and advertising information, specifications regarding the Parties and the Solution, products, data and know-how, information and/or data relating to the Parties, their organization, their operating and development methods, their structure, their projects, their partners or the Clients, and their relations with third parties regardless of their method of communication, it being understood that the terms and conditions of this Agreement and any work and/or documents developed in relation with this Agreement shall be considered as Confidential Information, (ii) the information concerning MARMELAB and the Client and, (iii) the existence and the terms and conditions of the Order Form.
- 1.5 “**Documentation**” means the official user or operator documentation for Greenframe CLI and/or the Solution and generally made available to the Client, as may be updated from time to time by MARMELAB. Such Documentation will identify the specific product features and functionality of Greenframe CLI and/or the Solution (and each component thereof).
- 1.6 “**End User**” means the designated employees of the Client who are permitted to access and use the Solution, provided they have been registered individually with Service Provider in advance. The Client covenants and agrees that it shall be responsible and liable under the terms of this Agreement for the acts and/or omissions of the End Users.
- 1.7 “**Force majeure**” means circumstances beyond a Party’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving a Party’s employees, computer or telecommunications failures or delays involving hardware or software not within such Party’s possession or reasonable control, and network intrusions or denial of service attacks.
- 1.8 “**Greenframe CLI**” means the “GreenFrame Collector” software, which allows the collection and transformation of system metrics into energy metrics and is licensed under the Elastic License v2.0. available at <https://www.elastic.co/licensing/elastic-license>.
- 1.9 “**Intellectual Property Rights**” means all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.
- 1.10 “**Order Form**” means each document by which the Client subscribes to the paid version of the Solution.
- 1.11 “**Solution**” means the analysis of the carbon footprint of public and private websites based on Greenframe CLI, and includes, depending on the subscription chosen by the Client as indicated in the Order Form, the following services: a custom test scenario, a private and detailed analysis report, a client, network & server impact, a CI integration, customer support, a dedicated worker queue, and an analysis history.
- 1.12 “**Solution Fees**” means the fees for the Solution specified in the Order Form.
- 1.13 “**Term**” means the period for which the Client has subscribe to the Solution as sets forth in the Order Form.
- 1.14 “**Third Party Products**” means any software or hardware that is manufactured by a party other than MARMELAB and has not been incorporated into Greenframe CLI and/or the Solution by MARMELAB.

ARTICLE 2 – GENERAL

- 2.1 **Scope and Entry into Force.** The Client shall be deemed to have accepted without reservation the entire Agreement, which comes into force, unless otherwise stipulated in writing and accepted by MARMELAB, as from the signature of the Order Form, and/or the subscription to the Solution, and/or the commencement of any performance of the Solution. Except with MARMELAB’s express written consent, no general or specific stipulation contained in the documents sent or delivered by the Client, including its general purchase conditions, may be incorporated herein. Unless otherwise agreed, and unless the Client has expressly contested their content, the present Terms and Conditions shall also apply

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to all future business relations between the Client and MARMELAB, without MARMELAB having to refer to them again in each individual case.

- 2.2 Amendment to the Agreement.** MARMELAB reserves the right to modify the Terms and Conditions at any time subject only to prior written notice to the Client. For the Solution only, should the Client refuse the modification by MARMELAB of the present Terms and Conditions, it shall have the right to object within one (1) month and terminate the Agreement under the duration and termination provisions of Article 12 hereinafter, and the applicable Terms and Conditions shall be the ones the Client subscribed to up until the Agreement's termination. The effective date of these modifications will be brought to the Client's attention.
- 2.3 Contractual Documents.** The Agreement consists, for the OnePage Solution, of the present Terms and Conditions, and for the Enterprise SaaS solution, of the Order Form and the present Terms and Condition. In the event of conflict between the Terms and Conditions and the Order Form, the provisions contained in the Order Form shall prevail.

ARTICLE 3 – ACCESS, SUBSCRIPTION AND LICENSE TO USE THE SOLUTION

- 3.1. Access to the Solution:** In order to have access to the Solution, the Client shall (i) connect to the boarding page <https://app.greenframe.io/register>, and create an account by filing the following information: first and last name, email address and password. MARMELAB cannot be held responsible for the inaccuracy of the information communicated by the Client; (ii) read and accept the present Terms and Conditions.
- 3.2. One Month Free Trial Access to the Solution.** Once the Client has created an account, they can freely access and use the Solution for one (1) month. The Client will be granted, only for this one (1) month, a free, non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide and terminable right to access and use the Solution, under which MARMELAB can terminate the Agreement at any time, without notice nor liability.
- 3.3. Paid Subscription to the Solution.** After this one (1) month free trial access to the Solution, and subject to the payment of the Solution Fees, MARMELAB will provide the services chosen by the Client pursuant the terms and conditions set forth in the applicable Order Form and the present Terms and Conditions. Subscription term and conditions, Services Fee, and payment and invoice terms notably are specified in the Order Form. The Client will receive a non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide and terminable right to access and use the Solution.
- 3.4. License Restrictions.** The license granted to the Client is subject to the condition that the Client does not (and does not allow any affiliate or third party to):
- a. Modify, copy, translate, disassemble, decompile, adapt, combine, create derivative works based on, or create or attempt to create, by reverse engineering or otherwise, the Solution or any component thereof, or use any other means to attempt to discover the source code, algorithms or trade secrets underlying the Solution;
 - b. Build and/or commercialize a product or service using similar ideas, features, functions or graphics of the Solution and/or based on the Solution;
 - c. Copy any ideas, features, functions, or graphics of the Solution or any of MARMELAB's Intellectual Property Rights;
 - d. Interfere with or disrupt the integrity or performance of the Solution, or the data contained therein;
 - e. Attempt to gain unauthorized access to the Solution or its related systems or networks;
 - f. Knowingly, recklessly, or negligently send or store any material containing any technical defects, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs;
 - g. Use any of Service Provider's Confidential Information to create any service, software or other documentation that performs similar functionality to that of the Services; and
 - h. Access or attempt to access information concerning (i) other clients of MARMELAB or (ii) proprietary information of MARMELAB not related to this Agreement or another agreement currently in force between the Client and MARMELAB.

ARTICLE 4 – PROVISION OF THE SOLUTION

- 4.1 Provision of the Solution.** MARMELAB will provide the Solution in a professional manner consistent with the industry standards and in compliance with the provision of the Agreement and the applicable law. Solution will be provided by MARMELAB under the conditions set forth in the Order Form and the following terms:
- a. **Web Browser.** The Solution requires the use of the following web browsers: "Mozilla Firefox", "Google Chrome", "Apple Safari" and "Edge" in their "Evergreen" version ("Internet Explorer" is excluded);
 - b. **Languages.** The Solution is provided in English.

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- 4.2 Exclusions.** The Agreement does not apply to any unavailability, suspension or termination of the Solution performance issues that:
- a. Are caused by factors outside of our reasonable control, including any Force Majeure event result from any actions or inactions of the Client or any third party;
 - b. Result from the Client's equipment, software or other technology and/or third-party equipment, software or other technology;
 - c. Result from any maintenance as provided for purchasing the Solution or related planned works in order to keep the system future proof (e.g. software upgrades, etc.);
 - d. Use of the Solution with unsupported tools as specified in the Greenframe documentation accessible online at the following address: <https://docs.greenframe.io/>.
- 4.3 Client's Content.** The Client hereby grants to MARMELAB a non-exclusive, royalty-free, worldwide, sublicensable right and license to access, host, store, reproduce, prepare derivative works based upon, distribute, publish, publicly display and perform, digitally transmit, process and use the Client's Content solely for the purpose of providing the Solution and as otherwise set forth in this Agreement. The Client shall retain ownership of all its Client's Content, subject to the rights and licenses granted herein.

ARTICLE 5 – ENTERPRISE SAAS SOLUTION SERVICES LEVEL

- 5.1 Services Level attached to Greenframe CLI.** Greenframe LCI is provided "as is".
- 5.2 Services Level attached to the Solution.** The service level attached to the Solution is the following:
- a. "Minor" means a partial, non-critical loss of functionality of the Solution such that the operation of some component(s) is impaired but allows the user to continue using the Solution, or initial installation milestones are at minimal risk;
 - b. "Major" means that major functionality is severely impaired such that operations can continue in a restricted fashion, although long-term productivity might be adversely affected and a temporary workaround is available or a major milestone is at risk, ongoing and incremental installations are affected, and a temporary workaround is available;
 - c. "Critical" means that the Client's mission critical system(s) are down, and no workaround is immediately available and all or a substantial portion of the Client's mission critical data is at a significant risk of loss or corruption, or the Client has had a substantial loss of service.
- 5.3 Services Request.** Requests are accessible to the Client from 9 AM to 6.00 PM CET from Monday to Friday, except during French bank holidays, the week of Christmas (December 25th) and the first two weeks of August, by email at contact@greenframe.io.

MARMELAB is in charge of assessing the level of the service request. MARMELAB will notify the Client and the parties will agree on specific terms and conditions for the resolution of the request. Level of the service request may change in the event of an evolution of the circumstances after the notification of the request. In the event of such a change, the increase/decrease of the level will be notified to the Client by MARMELAB.

The maximum time between the notification by the Client of a request and the time the authorized representative from MARMELAB responds is:

Level of the Service Request	Response Time
Minor	2 Business Day
Major	8 Working Hours
Critical	4 Working Hours

MARMELAB will undertake its best efforts to provide the service in a reasonable time once a representative of MARMELAB has responded to a Client's request.

- 5.3 Services Credit.** If the Service levels are not met by MARMELAB and the Client is negatively impacted, MARMELAB shall provide for each month where Service levels are below 99%, as the sole and exclusive remedy, and upon the Client's written request as specified below, a service credit ("Service Credit/s") equal to one (1) month's Service fee, for the use of the Service then in effect. To receive a Service Credit, the Client shall submit a request by sending an e-mail message to contact@greenframe.io. To be eligible, the credit request must: (i) include the Client's account number; (ii) include the dates and times of each incident of uptime non-compliance that the Client claims to have experienced with sufficient details to enable MARMELAB to reasonably verify the information; and (iii) be received by MARMELAB within fourteen (14) Business Days of the last reported incident in the SLA claim. Confirmed Service Credits will be issued to the Client within fourteen (14) Business Days from the date of MARMELAB's confirmation of uptime non-compliance. If the Client is past due or in default with respect to any payment or any material contractual obligation to MARMELAB it is not eligible for any Service Credits.

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ARTICLE 6 – CLIENT’S OBLIGATIONS

- 6.1** In order to enable MARMELAB to provide the Solution, the Client shall:
- a. Promptly report to MARMELAB all problems with the Solution and will implement any corrective procedures provided by MARMELAB upon receipt of the request;
 - b. Provide MARMELAB with all information, access, and full good faith, cooperation reasonably necessary to facilitate the provision of Solution, and in particular to relevant piece of the Client’s source code, data and to all the relevant. The Client’s failure or delay in its performance of any of the foregoing relieves MARMELAB of its obligations under this Agreement to the extent that such obligations are dependent upon the Client’s performance;
 - c. Provide MARMELAB a list of contacts (including name, email address, and phone number) of those individuals authorized to open service requests on the Client’s behalf. These authorized contacts must have the access and authority to administer or configure the Solution as required by the nature of the service request. MARMELAB may also provide support directly to the End Users of the Solution;
 - d. Be solely responsible for the use of the Solution by its personnel and will properly train its personnel in the use and application of the Solution;
 - e. Be solely responsible for protecting and backing up the data and information stored on the computers on which the Solution is used and should confirm that the data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable before contacting MARMELAB for technical support. MARMELAB is not responsible for lost data or information in the event of errors or other malfunction of Greenframe CLI and/or the Solution or computers on which Greenframe CLI and/or the Solution is used.
- 6.2** The Client is responsible for obtaining and maintaining appropriate equipment and ancillary Solution needed to connect to, access or otherwise use Greenframe CLI, the Solution, including, without limitation, computers, computer operating systems, software, data storage, network devices, and web browsers.

ARTICLE 7 – INTELLECTUAL PROPERTY

- 7.1 Intellectual Property Rights on Greenframe CLI.** Greenframe CLI is an open-source software licensed under the Elastic License v2.0. available at <https://www.elastic.co/licensing/elastic-license>. The Client shall comply with any requirements and/or obligations set forth in the abovementioned license and the Agreement, and according to which the Client is notably forbidden to use the material for commercial purposes.
- 7.2 Intellectual Property Rights on the Solution.** The Client understands, acknowledges and agrees that the proprietary elements of the Solution (excluding the Client’s Content) are and shall remain the sole and exclusive property of MARMELAB, including related patents, rights to inventions, copyright and related rights, trademarks and service marks, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All rights not expressly granted to the Client herein are reserved to MARMELAB. MARMELAB represents and warrants to the Client that MARMELAB has the right to grant to the Client the license to MARMELAB Intellectual Property Rights necessary for the Client to use the Solution as contemplated herein. Besides, MARMELAB may reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Solution (including that which it could have acquired performing the same or similar services for another client). MARMELAB shall own any developments and/or enhancements to the Solution resulting from its performance of the Solution or its access to and use of the Client’s Content in accordance with this Agreement. The Client, may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the Solution. All feedback shall be solely owned by MARMELAB, including all Intellectual Property Rights therein and thereto and shall also be MARMELAB’s Confidential Information. In return for the benefits arising from MARMELAB’s consideration of the feedback, the Client shall and hereby does make all assignments necessary to achieve such ownership.

ARTICLE 8 – DISCLAIMER OF WARRANTIES

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

- 8.1** THE CLIENT USES OF THE SOLUTION AND GREENFRAME CLI ARE AT THEIR SOLE RISK. THE SOLUTION AND GREENFRAME CLI ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. MARMELAB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

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- 8.2** EXCEPT OTHERWISE PROVIDED IN THE ORDER FORM, THE CLIENT'S EXCLUSIVE REMEDY AND MARMELAB'S ENTIRE LIABILITY SHALL BE (i) THE CORRECTION OF THE SOLUTION AND GREENFRAME CLI ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF MARMELAB CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE CLIENT MAY END THE SOLUTION AND RECOVER A PRORATED PORTION OF ANY MAINTENANCE FEES PREPAID TO MARMELAB; OR (ii) THE REPERFORMANCE OF THE DEFICIENT SUPPORT SOLUTIONS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.3** MARMELAB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS MAKE NO WARRANTY THAT (i) THE SOLUTION AND GREENFRAME CLI WILL MEET THE CLIENT'S REQUIREMENTS, (ii) THE SOLUTION AND GREENFRAME CLI WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOLUTION AND GREENFRAME CLI WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SOLUTIONS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CLIENT THROUGH THE SOLUTION AND GREENFRAME CLI WILL MEET THE CLIENT'S EXPECTATION, (v) ANY ERRORS IN THE SOLUTION AND GREENFRAME CLI WILL BE CORRECTED AND (vi) THE SOLUTION ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.
- 8.4** ANY EQUIPEMENT AND/OR SOFTWARE USE WITH THE SOLUTION AND GREENFRAME CLI IS DONE AT THE CLIENT'S OWN DISCRETION AND RISK, AND THE CLIENTS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR EQUIPEMENT AND/OR SOFTWARE THAT RESULTS FROM THEIR USE OF THE SOLUTION.
- 8.5** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CLIENT FROM MARMELAB THROUGH OR FROM THE SOLUTION AND GREENFRAME CLI WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

ARTICLE 9 – LIMITATION OF LIABILITY

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT NEITHER MARMELAB NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR PARTNERS, WILL BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MARMELAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SOLUTION; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SOLUTIONS; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CLIENT'S SOLUTIONS, AND/OR INSTALLATION, AND/OR EQUIPMENT; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOLUTION; (e) FAILURE TO INSURE

THE COMPATIBILITY OF THE CLIENT'S EQUIPMENT WITH THE SOLUTION; (f) ANY OTHER MATTER RELATING TO THE SOLUTION.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT MARMELAB, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY THE CLIENT TO MARMELAB DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

ARTICLE 10 – OPERATIONAL LIMIT AND FORCE MAJEURE

10.1 Operational Limit. Provisioning of the Solution is subject to the availability and the operational limitations of the requisite equipment and associated facilities. The Client understands and agrees that temporary interruptions of the Solution may occur as normal events in the provision of the Solution and that MARMELAB shall not be liable for such interruptions. The Client further understands and agrees that MARMELAB has no control over third-party electrical networks the Client may access in the course of their use of the Solution, and therefore, delays and disruptions of other electrical network are beyond the control of MARMELAB.

10.2 Force majeure. Except for obligations to pay amounts due pursuant this Agreement, each Party shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any Force Majeure Event for as long as the Force Majeure Event continues and the excused Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

ARTICLE 11 – SUSPENSION

In case of a serious or persistent breach by the Client of one of its obligations under this Agreement (in particular unjustified late or non-payment) which the Client has not remedied within eight (8) days following the sending of a formal notice, MARMELAB will suspend the Solution.

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MARMELAB reserves the right to send the formal notice after the suspension of the Solution in case of emergency. From the date of suspension of the Solution, the Client has fifteen (15) days to remedy its default. Otherwise, MARMELAB may terminate the Agreement, preserving its rights to recover the sums still owed by the Client, and to charge a collection fee of fifty euros (50 €).

ARTICLE 12 – TERMINATION

- 12.1 Termination by MARMELAB.** In addition to specific termination provisions that may be set forth in the Order Form, the provision of the Solution may be terminated by MARMELAB prior to the expiration of the Term upon the occurrence of any of the following events of default and the failure of the Client to cure such default within thirty (30) days after written notice of such default has been given by MARMELAB to the Client: (a) if any undisputed sum of money owed by the Client is not paid when due; (b) if any breach occurs under any confidentiality provisions; or (c) if any material breach by the Client occurs as to any other term hereof or any other agreement between MARMELAB and the Client. In the event of any such default and the continuance thereof beyond the applicable cure period, MARMELAB shall have the option to terminate Solution by giving written notice of termination to the Client. Upon such termination, all amounts owed by the Client and unpaid as of the date of such termination shall become immediately due and payable to MARMELAB.
- 12.2 Termination by the Client.** The provision of the Solution may be terminated by the Client prior to the expiration of the Term in the event of a breach by MARMELAB of any warranty expressly set forth herein or a material breach by MARMELAB of any other term or condition hereof and MARMELAB fails to cure such breach within thirty (30) days after written notice of such breach is given by the Client to MARMELAB. In the event of any such default, the Client shall have the option to terminate Solution by giving notice of termination to MARMELAB immediately and receive a refund of any prepaid Solution Fees for that portion of the Solution period subsequent to such termination.
- 12.3 Insolvency proceedings.** If either party goes into receivership, bankruptcy, or insolvency, or makes an assignment for the benefit of creditors, or ceases to operate its business, Solution shall be immediately terminable by the other party by written notice, but without prejudice to any rights of the terminating party hereunder, such termination to be effective as of one day prior to such event.
- 12.4 The Client's payment obligations.** The Client's payment obligations and any other provision hereof, which by its terms is intended to so survive, shall survive any expiration or termination of Support Solution for any reason.

ARTICLE 13 – CONFIDENTIALITY

- 13.1 Non-disclosure.** During the Term and for a period of two (2) years after its termination for any reason whatsoever, the Parties undertake to ensure that Confidential Information:
- a. Is not communicated to any third party;
 - b. Is only disclosed to those of the Parties' Staff who need to know it in the framework of the Solution and in the framework of any eventual work related to or arising out of this Agreement;
 - c. Is protected and kept strictly confidential and secret by any personnel of the Parties engaged in the provision of the Solution, such personnel being responsible for ensuring that no document or element referring or relating to, or whose content refers or relates to the Confidential Information, is visible or accessible by a third party who may be present at the Parties' premises;
 - d. Is not used, whether in full or in part, for any purpose or objective other than the execution of the Solution and/or any work related to or arising out of this Agreement;
 - e. Is not copied, reproduced or duplicated in full or in part except as required in the context of the conduct of this Agreement or any work relating thereto or arising therefrom.

Disclosure of Confidential Information to third parties shall not be considered to have been made in breach of the aforementioned obligations if:

- a. The Party accused of disclosing the Confidential Information can prove that it was legally and without fraud in possession of said Confidential Information on the Effective Date or prior to the disclosure of that Confidential Information by the disclosing Party;
- b. Said Confidential Information is in the public domain, where the existence of the Confidential Information in the public domain is not due to an unauthorized disclosure by the Party considered to having disclosed it;
- c. Said Confidential Information has been disclosed to the recipient by a third party who is under no obligation of confidentiality to the disclosing Party;
- d. Said Confidential Information has been developed by employees of the recipient Party who had no access to Confidential Information received from the disclosing Party;

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- e. Said Confidential Information is required to be disclosed by a court or tribunal of competent jurisdiction, or any other competent authority.

13.2 Return of Documents. Upon termination of this Agreement for any reason whatsoever, each Party shall return to the other Party all tangible material embodying or containing Confidential Information (including every copy of documents reflecting Confidential Information); or (ii) destroy all tangible material embodying or containing Confidential Information.

13.3 Publicity. MARMELAB is entitled to make any public announcement regarding its association with the Client; (ii) use the Client's name and trademark(s) in any promotional materials or activities or publications.

ARTICLE 14 – DATA

14.1 Preamble. The Client is informed of the regulations related to the marketing communication, of Law n°2004-575 of June 21st 2014 for confidence in the digital economy, of Law n°2004-801 of August 6th 2004 on the protection of individuals with regard to the processing of personal data, and of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

14.2 Collection and Processing of Personal Data. The processing of personal data, namely the identity, contact details and other information provided of the Client and the End Users regarding the Solution provided by MARMELAB, is carried out by or on behalf of MARMELAB.

MARMELAB collects the Client's personal data in order to:

- a. Enable the provision of the Solution;
- b. Enable the Client and/or and the End Users to obtain information about the Solution provided by MARMELAB;
- c. Allow MARMELAB to process The Client and/or and the End Users' requests. Without this information, the processing of requests or the provision of Solution by MARMELAB or its affiliates may be delayed or simply impossible;
- d. Comply with legal obligations;
- e. Gather statistics on the performance and the use of the Solution.

Personal data is only accessible to MARMELAB's employees who must have access to the information for their professional activities. Personal data is not disclosed to any third party, except to service providers acting on behalf of MARMELAB, on the basis of contractual agreements that provide for strict data protection obligations, and for the sole purposes mentioned above.

MARMELAB may also have to transfer personal data to third parties upon request of an authority empowered by law to do so, pursuant to applicable laws and regulations.

MARMELAB undertakes to take all necessary measures to guarantee the security of personal data, in particular that it is not disclosed to unauthorized persons. If an incident affecting the integrity or confidentiality of personal data is brought to the attention of MARMELAB, they undertake to inform the user as soon as possible and of the corrective measures taken.

14.3 Retention of personal data. Personal data is retained by MARMELAB until the last use of the Solution or the last subscription to a service, and in principle for up to three (3) months thereafter, unless applicable laws and regulations require a longer or shorter retention period.

14.4 Rights. In accordance with current European regulations, the Client and the End Users have the following rights:

- a. The right to access, rectify, update, complete, block or delete personal data when it is inaccurate, incomplete, ambiguous, outdated, or whose collection, use, communication or storage is prohibited;
- b. The right to withdraw consent at any time;
- c. The right to limit the processing of personal data;
- d. The right to object to the processing of personal data;
- e. The right to the portability of personal data provided by users when such data is subject to automated processing based on their consent or on a contract;
- f. The right to determine the fate of the personal data after the user's death and to choose to whom MARMELAB should communicate, or not.

To exercise these rights, requests should be addressed to MARMELAB:

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- a. By mail to MARMELAB, 4 rue Girardet, 54 000 NANCY, France;
- b. By email at contact@greenframe.io ;

In any case, the user will have to indicate the personal data that he/she would like MARMELAB to correct, update or delete, identifying him/herself precisely with a copy of an identity document. Requests for the deletion of personal data will be subject to legal obligations, in particular with regard to the conservation or archiving of documents.

ARTICLE 15 – GENERAL

- 15.1 Contact Information.** Unless otherwise specified in this Agreement, notices by the Client to MARMELAB's Customer Service must be given by email at contact@marmelab.com, or by mail at MARMELAB, 4 rue Girardet, 54 000 NANCY, France.
- 15.2 Trademark information/Proprietary Rights.** MARMELAB and MARMELAB's logos, brands, product and service names ("MARMELAB marks") are registered trademarks or trademarks of MARMELAB Intellectual Property. Any use of MARMELAB Marks is prohibited without permission of MARMELAB Intellectual Property.
- 15.3 Additional Terms.** This Agreement, any other policies or guidelines referenced herein, and the terms set forth in any promotional offer for the Solution constitute the entire agreement between MARMELAB and the Client. This Agreement governs the Client's use of the Solution, superseding any prior agreement between the Client and MARMELAB with respect to the subject matter of the Agreement. The failure of MARMELAB to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. The Client agrees that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement. The Client agrees that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Solution, or the Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. MARMELAB can assign all or part of MARMELAB's rights or duties under this Agreement without notifying the Client. The Client may not assign this Agreement or the Solution without prior written consent of MARMELAB. If any part of the Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The article titles and paragraph headings in the Agreement are for convenience only and have no legal or contractual effect.
- 15.4 Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement.
- 15.5 Assignment.** MARMELAB can freely assign the Agreement and all rights and obligations hereunder.

ARTICLE 16 – APPLICABLE LAW – DISPUTE RESOLUTION

- 16.1 Applicable Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of France.
- 16.2 Jurisdiction.** For the resolution of any dispute regarding interpretation and/or performance of this Agreement, the Parties, expressly waiving any other forum that might correspond to them, submit to the exclusive jurisdiction of the competent courts and tribunals of Paris (France).