

## Prediggo Terms and Conditions Version April 2020

### ARTICLE 0 – ENTRY INTO FORCE

The entry into force of this document is the 1<sup>st</sup> April 2020. These terms and conditions replace any previous version. The Customer will be notified of these new Terms and Conditions by email and via a notification in the Prediggo Cockpit.

### ARTICLE 1 – DEFINITIONS

**Blocking Infrastructure Issue:** shall mean an issue where the Prediggo Infrastructure is not responding to web queries coming from the Prediggo Interface.

**Blocking Software Issue:** shall mean an issue where over 50% of the Software is not returning any results.

**Cockpit:** shall mean the part of the Software that can be accessed by the Customer via its web browser.

**Consumer Price Index (CPI):** shall mean the measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care as defined by Swiss Federal Office of Statistics.

**Customer:** shall mean any physical or legal person using the Prediggo software.

**End-Customer:** shall mean any physical or legal person using the Customer's web site.

**Integration Requirements:** shall mean the specification document defined by Prediggo that contains the set-up instructions of the Software along with the planning.

**License Contract:** shall mean the Special Conditions and the present General Terms and Conditions that define the conditions of provision of the software.

**Major Infrastructure issue:** shall mean an issue where over 50% of the requests coming from the Prediggo Interface is taking longer than 500ms. This duration starts as soon as the request enters the Prediggo Infrastructure and stops when it leaves the Prediggo Infrastructure.

**Major Software issue:** shall mean an issue where over 50% of the Software is returning results that are inconsistent with the business rules set in the Cockpit.

**Minor Infrastructure issue:** shall mean any Infrastructure issue related to the Prediggo Infrastructure except blocking and major issues.

**Minor Software issue:** shall mean any Software issue related to the Software except blocking and major issues.

**Night Support:** shall mean any intervention happening between 21h00 and 07h00.

**Prediggo:** shall mean the company Prediggo and its personnel.

**Prediggo Contact Form:** shall mean the contact form documents that contain detailed information of the various people to be contacted for billing, technical questions, marketing questions, and other budget validation.

**Prediggo Infrastructure:** shall mean the computer servers hosting the Prediggo Software. This includes the Load Balancer that will process and route the incoming requests, and the Prediggo servers that run the Software.

**Prediggo Interface:** shall mean the Prediggo programming APIs or eCommerce platform modules that are provided in order to simplify the connection of the Software onto the Customer's eCommerce platform.

**Quotation:** shall mean the offer made to a Customer by Prediggo specifying the Special Conditions for providing the Software, including pricing and extra work or additional services.

**Software:** shall mean all the computer software provided by Prediggo whether it runs on Prediggo's servers, on the Customer's servers or on another IT supplier's servers, as well as the back-office used to manage all the business rules.

**Ticket System:** shall mean a web software that can be accessed by the Customer in order to interact with Prediggo via the creation of text posts, also known as tickets.

**Vacation day:** shall mean an official vacation day in the Swiss Canton of Vaud (the official list of vacation days is available from <http://www.vd.ch/themes/formation/jours-feries-et-vacances-scolaires/>).

**Working day:** shall mean an official working day in the Swiss Canton of Vaud, Monday to Friday from 8:30am to 5:30pm. (CET – Central European Time), and excluding any Vacation Day.

### ARTICLE 2 – QUOTATION ACCEPTANCE

The Quotation shall be drawn up in writing by Prediggo. Unless otherwise specified in the Quotation, its term of validity shall be 30 (thirty) days.

Acceptance of the Quotation by the Customer shall be by means of signing the Quotation or by means of a separate written order. The Customer's order shall be binding contractually upon Prediggo only if it complies with the Quotation and if Prediggo is aware of it prior to expiry of the Quotation validity period.

The Customer's order may be forwarded to Prediggo by post or email. In the event of email acceptance, by way of confirmation, the Customer shall forward the signed order to Prediggo, signed by a duly authorized person. Prediggo shall in no case be bound by amendments to the Quotation made unilaterally by the Customer. Only written acceptance from Prediggo of the Customer's amended order shall be binding upon Prediggo.

### **ARTICLE 3 – CONTRACTUAL DOCUMENTS**

The contractual documents shall be, in order of descending importance:

- The Special Conditions defined in the Quotation or, if appropriate, in the Customer's order formally accepted by Prediggo.
- The Prediggo Terms and Conditions.

In the event of a conflict between the Special Conditions and the General Terms and Conditions, the Special Conditions shall take precedence.

The Special Conditions and the General Terms and Conditions together form the License Contract.

### **ARTICLE 4 – DEADLINES**

All deadlines stipulated in the present General Terms and Conditions shall run from the date of entry into force of the License Contract as defined in Article 5.1.

### **ARTICLE 5 – DURATION OF THE LICENSE CONTRACT**

#### **5.1 Starting Date – Anniversary Date**

Unless otherwise specified in the Special Conditions, the License Contract shall be effective on the Starting Date specified in the Quotation signed by the Customer.

The Anniversary Date means any annual anniversary of the Starting Date. Prediggo may invoice the Customer on other timeline, but in no cases, these invoicing dates may influence or change the Anniversary Date of the License Contract. If the Anniversary Date is on a none annual recurring day (i.e.: 29 February), then the Anniversary Date will be the next annual recurring day (i.e.: 1<sup>st</sup> March if the License Contract was signed on 29<sup>th</sup> February).

#### **5.2 Duration**

Unless otherwise specified in the Special Conditions, the License Contract shall have a duration of 12 months from the Starting Date.

#### **5.3 Termination**

Unless otherwise specified in the Special Conditions or in the case of termination according to article 7.4, the License Contract may be terminated, either by the Customer or Prediggo, 3 (three) months before the Anniversary Date. Notice of termination must be by means of recorded-delivery letter from the Customer or from Prediggo, for a termination on the Anniversary Date.

#### **5.4 Renewals**

The License Contract shall be tacitly renewed for 12 (twelve) months upon each Anniversary Date unless one of the parties notifies the other by recorded-delivery letter, at least 3 (three) months in advance, of its intention not to renew the License Contract.

#### **5.5 Cancel Rewrite**

Prediggo applies a Cancel Rewrite policy for contract updates. Cancel Rewrite is the process of terminating a contract before the expiration date stated in the contract and issuing a new contract to supersede the one terminated. The new License Contract is concluded for a period that equals the initial period.

### **ARTICLE 6 – OBLIGATIONS ON THE PART OF THE CUSTOMER**

#### **6.1 General obligations**

For the purpose of allowing proper performance of the Software, it shall be incumbent upon the Customer to:

- appoint a Project Leader who will be Prediggo's principal contact.
- comply with all the technical conditions and requirements of the Software found into the Integration Requirements as defined in Article 6.3. Unless stated otherwise, the technical requirements are found at

<http://wiki.prediggo.com> (for the Software V3) or <http://wiki4.prediggo.net/> (for the Software version 4 and above).

- use of the Ticket System as the main communication channel to communicate with Prediggo.
- inform Prediggo at least 21 working days in advance of any evolution needs or requirement changes.
- Inform Prediggo at least 21 working days in advance of any infrastructure change or major change made by the Customer on its platform that could influence the Software.
- inform Prediggo at least 21 working days in advance of any change in the information found in the Prediggo Contact Form.

## 6.2 Communication

The communication channel shall be, in order of descending importance:

- The Ticket System
- The project email
- The Prediggo phone number
- The Prediggo employee email

All the time consumed by any Prediggo's employee to handle the communication coming from the Customer will be tracked and monitored in the Ticket System. If the time spent exceeds the allowance defined in the Quotation, then additional charges may be applied.

For Customers who have support hours in their existing contracts, the Prediggo support pack will be equal to the entitled monthly support hours multiplied by 12 (twelve).

The priority communication channel between Prediggo and the Customer is the Ticket System. The Ticket System will be provided by Prediggo via a secure web platform. Prediggo will be responsible for maintaining the Ticket System and securing its access. The access will be via an HTTPS URL where a username and password will be provided by Prediggo. To ease access to the system around the world, no other security measures such as a VPN or firewall protection will be put in place. The Customer is responsible for preserving the secret of the access code provided by Prediggo.

The Customer can decide not to use the ticket system provided by Prediggo but instead provide its own. In such case, the Customer is responsible for making sure that all Prediggo employees can access the Customer Ticket system from anywhere in the world with a simple username and password. If additional security methods are blocking the access (such as VPN, firewall, IL locks...), then Prediggo is allowed to refuse the ticket system and/or Prediggo SLA's obligations will not apply.

Prediggo will provide a project email address dedicated to the Customer, where the syntax will typically be [Customer name]@prediggo.com. This email address shall only be used for private communication between Prediggo and the Customer. If the Customer can access the ticket system, then he should not use the project email to send demands, evolutions, or any bug reports. If the Customer violates this rule, then Prediggo may charge additional time for transposing the email content into the Ticket System.

Prediggo will provide a phone access to its Customer during normal Swiss working days and opening hours, as defined in Working Days. If the Customer contacts Prediggo for a demand related to the Software, then Prediggo will create a summary of the call in the Ticket System. The ticket will also account for the time needed to create this ticket and the whole call duration.

Each Prediggo employee has a personal Prediggo email address. This email address shall only be used for private communication between the Prediggo employee and the Customer. The Customer understands that Prediggo employees are travelling frequently and thus the response time cannot be guaranteed and may vary from one day to another.

Only the priority communication method is recognized for any SLA's obligations. If a communication method is not operational (for example, the access to the ticket system is not answering), then it is the next communication method that will be recognized for any SLA's obligations.

## 6.3 Integration Requirements & Integration Phase

Once the project kickoff has been done with the Customers, Prediggo will summarize all the requirements into a document called the *Integration Requirements*. This document will contain:

- The complete planning of the tasks to be performed by all parties
- All the Prediggo pages and blocks to be integrated on the Customer's web site, along with the API IDs that will need to be set in the Prediggo Interfaces.
- The data files to be exchanged between the Customers and Prediggo, along with all the attributes to be sent

- The specific requirements and time estimates asked by the Customer that is not covered with the out of the box features.
- The Hosting requirements if it differs from Prediggo standard offering (i.e.: shared production servers)

The Integration Requirements must be acknowledged and signed by the Customer in order to continue the integration of the Software.

Any demand from the Customer that is not been included in the Integration Requirements will not be considered as an initial deliverable. Consequently, Prediggo will not be obliged to deliver it and will try to do it on a best effort scheme. New demands from Customers should be avoided in order to maintain the planning and the cost.

In the event where the Customer decides to add a new feature or deployment, then the Integration Requirement will be updated. This will induce a new planning and some additional costs at the charge of the Customer.

The Integration Phase is the process when Prediggo installs and configures its Software, and when the Customer generates the data feeds and integrate the Prediggo Interface (see section 6.5). The Integration Phase starts on the day defined in the Quotation and terminates when the Software is released to production (i.e.: when the first end-Customer has access to the results sent by the Software).

#### **6.4 Data file requirements**

The Customer shall provide Prediggo with all information related to the satisfactory performance of the Software. Prediggo requires the Customer to query, compress and upload a set of files from their database each night for the software to operate.

The files to be sent are listed in the Integration Requirements, while the syntax of the files is defined online at <http://wiki.prediggo.com> (for the Software version 3) and <https://wiki4.prediggo.net/> (for the Software version 4 and above).

The files should contain at least all the attributes defined in the Integration Requirements and should be validated using the online validator prior the first upload to the FTP. The online validator can be found at <http://validator.prediggo.net/> (for the Software version 3) and <http://validator.prediggo.net/newformat> (for the Software version 4 and above). Any file sent that does not pass the validation will be rejected by Prediggo. Prediggo reserves the right to charge additional fees if it the Customer fails to upload correctly validated files after the third attempt.

Transferred files should be compressed using the standard zip or gz. No other compression method is allowed without Prediggo prior agreement. Files should not be encapsulated into sub-directories.

The rate at which this data should be refreshed will be defined by Prediggo. If not stated, then this will be every 24 Hours and uploaded onto the FTP any time between 2 am and 4 am.

The files should be uploaded onto the Prediggo FTP on a daily basis. The communication protocol to be used should either be FTP, SFPT, or FTPS. The access code to the FTP account will be provided via a secure channel such as a Private Bin.

For security reason Prediggo strongly recommends using the SFTP or FTPS protocol. If the FTP protocol is used by the Customer, then Prediggo shall not be responsible in case of data leakage.

The Customer can decide not to use the FTP provided by Prediggo but instead provide its own one. In such case, the Customer is responsible for making sure that the Software can access it easily via basic FTP, FTPS or HTTP requests. The Customer should not set any redirections or any additional security measures (such as setting up VPN) that may interfere in the download of the file by the Software.

Prediggo will not begin any work unless the Customer fully complies with these data requirements.

#### **6.5 Prediggo Interfaces**

To simplify the integration of the Software into the Customer's eCommerce platform, Prediggo provides some programming APIs and/or JavaScript Libraries and/or modules for popular eCommerce platforms. These APIs, libraries or modules, known as Prediggo Interface, will act as a connector between the Customer's environment and the Software.

The Customer is responsible for integrating the Prediggo Interface onto its eCommerce platform following the specifications defined in the Integration Requirements. The Prediggo Interfaces are provided free of charge but without guarantee if the Prediggo Interfaces cause malfunction on the Customer's website.

Prediggo will provide documentation for its various interfaces. This documentation is intended for computer engineers with sufficient knowledge in the Customer's eCommerce platform technology and/or programming language. The documentation is not intended to train a person in the usage of a programming language nor ecommerce platform. If the Customer cannot provide resources with the necessary skills to integrate the Interface, then Prediggo may charge additional fee for the additional time spend or for involving a third-party service.

Prediggo will provide updates for its interfaces on a regular basis. Thus, the Customer is responsible for keeping up to date with the various releases made by Prediggo. The Customer should update at least once a year the Prediggo Interface.

The Customer can decide not to use the Prediggo Interface and connect directly to the Software by its own means. In this case, the Customer is responsible for upgrading its code whenever Prediggo decide to update its Software. The Customer acknowledges that Prediggo continuously improve its Interface to provide new features to its Customer and that some of these improvements will require the Customer to upgrade its code.

To connect to the Prediggo servers, Prediggo will provide two basic information:

- a) The Server URL: which is the URL of the Prediggo servers. Prediggo has two types of server URL: a public URL ending with "io" (i.e.: toto.prediggo.io), and a private URL ending with ".net" (i.e.: toto.prediggo.net). The public URL can be used by any Prediggo Interface. However, the private URL should never be used for any call that makes the URL visible to the end-users (i.e.: JavaScript Libraries). If the Customer does not obey this rule, and for security reasons, Prediggo will update the URL and the cost will be invoiced to the Customer
- b) The API key: which is the authentication key to connect to the server.

Prediggo will send the Server URL and the API key using a secure channel such as a Secure Bin. The Customer must take all the necessary measures to keep the private URL and private API key confidential

#### **6.6 Returned content**

The returned content from the software via the Prediggo Interface should only be used in accordance to the specification defined in the Integration Requirements. Any other usage, modification or storage is strictly forbidden without the prior approval of Prediggo.

The returned content from the software should be displayed in such a way as to preserve the ordering defined by Prediggo. The software will only return content that was sent to Prediggo via the data files or entered manually via the Cockpit. The Customer is responsible for checking that the returned content complies to any internal marketing constraint and/or any legal obligations.

The returned content will be formatted in a basic programming language such as Java, Php, or .Net. The Customer is responsible for correctly transforming this content into any programming language that can be understood by a web browser so that they can be displayed to end Customers.

The returned content can be encrypted using the HTTPS protocol. For obvious security reasons, Prediggo strongly recommend not to use the HTTP protocol.

To minimize the internet traffic, Prediggo may compress the returned content using gzip protocol. In this case, the Customer will be responsible for decompressing the returned content.

For optimal performance of the software, the Customer is responsible in displaying the returned content in such a way that it can easily be seen and accessed by the end Customer without any action such as scrolling or clicking.

#### **6.7 Specific Development Validation**

The Customer can ask for software improvements if the Software does not cover its needs. The Customer must clearly specify its needs and requirements via a ticket in the Ticket System. Prediggo will evaluate the ticket within 21 (twenty-one) working days and decide one of the following:

- a) The feature request is legitimate and can be reused for other Customers. If so, then Prediggo may decide to make this development free of charge to the Customer. Prediggo will decide on the release date of the new feature, and will keep the Customer informed.
- b) The feature request is legitimate, but it is Customer specific. In this case, Prediggo may charge the Customer for this task. However, Prediggo will first make a quote and the Customer must validate it in order to start the

development. Prediggo will decide, along with the Customer, when this feature will be implemented and released.

- c) The feature request is too specific or unrealistic. In this situation Prediggo will refuse the development. The refusal of a feature request does not influence the duration or the license fee of the License Contract.

Once a new feature request is released on any environment (i.e.: development or production), the Customer has 30 calendar days to validate it. In case of a behavior outside the defined scope in the ticket, Prediggo will fix it free of charge. On the 31<sup>st</sup> day, or if no feedback has been provided by the Customer, then the feature request is considered accepted. In the event of anomalies detected after the 30<sup>th</sup> day, then Prediggo may charge the Customer to fix it. The date of release of the new correction to production will be decided by Prediggo and the Customer.

Any changes in the initial specification of the feature request will imply a new evaluation process as defined above.

### **6.8 Security**

Prediggo will update the Software on a regular basis to patch known vulnerabilities and security risks. In the case of a major security risk, Prediggo will update the software outside a planned maintenance window. If this require an interruption of service, then Prediggo will inform the Customer and the SLA may not apply.

The Software uses a third-party web server to communicate with the outside world. To maintain the highest level of security, the Customer should never expose the private Server URL of our web service to the outside world. The Software should always be called indirectly from the Customer's servers in order to hide the URL to the end-Customers. Direct calls to Prediggo from the end-Customer's web browser is strictly forbidden unless using the public Server URL

Unless stated otherwise, all the access codes (typically usernames and passwords) sent by Prediggo to access its various systems are strictly personal and should not be shared. Prediggo uses the SSL protocol to protect the information coming from its Cockpit and travelling over the public internet. Thus, the Customer is responsible for maintaining the access code secured and private. In the case of a security breach at the Customers, or if there is any doubt on whether the access codes have been compromised, then the Customer needs to inform Prediggo immediately.

If a Customer's employee or sub-contractor that was granted access to the codes leaves the company, then the Customer must inform Prediggo in order to deactivate its account. An account is considered invalid after 2 (two) working days upon notification from the Customer. Prediggo will not be responsible for any usage of the data or action in the Software for any person with a valid account.

## **ARTICLE 7 – PRICE AND PAYMENT FROM THE CUSTOMERS**

### **7.1 General**

Prediggo charges for use of the Software as well as related services, integration and support. The price categories include, but not limited to the following:

- Software License price – this is the price to be paid to Prediggo for granting the Software license. The license price may include a given number of hours of support as defined in the quotation.
- Integration price – this is the price to be paid to Prediggo for the integration phase that contains workshop kick-off, the writing of the Integration Requirements, the setup of server, the advanced rule set up and coding, the training and so forth. The integration price is set in the Quotation and can be updated if during the integration phase the specification of the project is being updated.
- Support price – this is the price for the additional support not covered by the License price that is usually charged on a pack of given number hours, unless specified otherwise.
- Optimization price – this is the price for the consulting and optimization service that is usually charged on an hour basis, unless specified otherwise.
- Hosting price – this is the price for additional hosting not covered in the standard Hosting Package. The Hosting Price will be billed with the Software License under the same condition.

### **7.2 Price**

All prices indicated in the Quotation are before any tax or VAT. These prices shall be supplemented by current taxes and any customs duties. The price of the Software License shall be supplemented, if appropriate, by the travel expenses of Prediggo personnel.

Unless otherwise specified in the Special Conditions, the price shall not include either instruction nor training of the Customer or their personnel.

### 7.3 Travel expenses

The travel expenses shall include the costs of travel and of lodging under reasonable conditions of comfort. The Customer should give their prior written agreement and Prediggo respects the Customer's corporate expenses report policy.

### 7.4 Price adjustment

Prediggo will increase its prices every September 1<sup>st</sup> based on the following calculation: Swiss CPI + 3%. If the Swiss CPI is negative, then the increase will be 3%.

Prediggo will check the software usage on a regular basis. If Customer usage exceeds the authorized amount (i.e.: number of requests or page views) defined in the latest Quotation, then Prediggo will adapt the price of the Software License to the new usage using the current pricing conditions. In such case Prediggo will issue a new Quotation for approval to the Customer.

### 7.5 Billing

Unless otherwise specified on the invoice, the billing of the agreed/ordered items is as follows:

- Software license: 50% of the annual License price from the Starting Date defined in the Quotation for a period of maximum 3 (three) months, then 100 (one hundred) % of the annual License price from the 4<sup>th</sup> month or as soon as the Software is activated on the Production server, whichever the earlier.
- Implementation cost: 50% at the starting date. The remaining 50% is invoiced on the expected date of going live or as soon as the Software is activated on the Production server, whichever the earlier.
- Any other item/service: 100% on the day of acceptance of the offer or contract/quotation

If the Customer requests different billing terms of the Software License, then additional accounting and maintenance fees will be added to the price defined in the Quotation. The additional fee will be as follows:

- Semesterly: 3% of total invoice before taxes
- Quarterly: 5% of total invoice before taxes
- Monthly: 10% of total invoice before taxes

### 7.6 Payment

The payment shall be in the currency specified on the invoice. If the Customer does not fully comply with the invoice instruction (Bank account, payment mode, currency, payment delay), then Prediggo may charge additional administrative cost.

The minimum administrative cost is 40 Euros while the maximum is 20% of the total amount of the invoice before taxes. In the event of incomplete payments and/or delays in payment exceeding 3 months beyond the due date, Prediggo may suspend operation of its Software and/or limit the access to its support without prejudice to its right to cancel the License Contract. This suspension will only be initiated after notifying the Customer by email at least 15 days before the suspension date.

## ARTICLE 8 – CONFIDENTIALITY AND IP

### 8.1 Confidentiality

Prediggo undertakes to maintain the strictest confidentiality during the duration of the License Contract, and after its Termination, for whatever reason. This in respect of all information provided by the Customer or that might come to its notice during performance of the Software, and also in respect of all results and data arising from provision of the Software. This obligation shall not apply, however, to information that, at the time of its communication to Prediggo, is in the public domain or that falls within the public domain for any reason not imputable to Prediggo.

This confidentiality obligation shall not prevent Prediggo being able to mention the Customer's name as commercial reference within the context of its commercial activities (brochures, stands, website). Prediggo will respect the Customer's corporate identity guide and will not divulgate any sensitive information such as turnover or average basket price unless prior acceptance by the Customer. Prediggo shall ask prior permission to include the Customer into a case study or any kind of marketing material exceeding 10'000 words.

The Customer undertakes to maintain the strictest confidentiality for the duration of the License Contract, and after its Termination, for whatever reason. This is in respect of all information relating to Prediggo which is not public (such as the methodological approach, algorithms, pricing, software code and so forth).

Prediggo complies with Swiss regulations concerning user data privacy, French law No. 78-17 of 6 January 1978, called « Informatique et Libertés », and the requirements of CNIL, especially regarding the formalities of declaration or authorization, the collection and processing of personal data and the right to access, correct and delete such data.

Prediggo also complies with the European GDPR (Regulation (EU) 2016/679) on the processing of personal data. In the case where personal information about the end-Customer is shared, a specific GDPR contract will be made between Prediggo and the Customer. To comply with the European GDPR, Prediggo automatically deletes data sent by the Customer, or collected data, after a given timeline. More information about GDPR compliance can be obtained from Prediggo's Data Privacy Officer (DPO) – [dpo@prediggo.com](mailto:dpo@prediggo.com). The Customer is responsible for implementing the GDPR web services that Prediggo created to comply with the GDPR. Prediggo cannot be responsible if the Customer fails to comply with Prediggo's GDPR's requirements.

In its standard deployment, Prediggo does not store any user information. Once the end-Customer has left the Customer's website and in a delay of about 30 minutes all its behavioral data and profiling is permanently deleted. To be able to compute the performance of the software, only the clicks on content computed by Prediggo and user registration calls are stored for a maximum of 180 days. In its advanced deployment, Prediggo can store the user information in its database. However, this is done only with prior approval of the Customer and an additional amendment to the contract must be made. Please note that this mode requires obligation from the Customer in order to comply with some country regulation (for example CNIL FRANCE).

## 8.2 Intellectual Property

All unprocessed data and information generated by the Customer for the purpose of using the Software shall be the property of the Customer.

All the technical and software solutions developed by Prediggo and all the information, concepts, methods, algorithms and know-how acquired and/or developed by Prediggo for the requirements of the Software License shall be the exclusive property of Prediggo.

The results of the calculations resulting from implementation of the Prediggo software and the conclusions of studies conducted by Prediggo for the Customer's account shall be the property of Prediggo. These results shall be made available to the Customer solely for the latter's internal purposes. Consequently, the Customer undertakes not to make said results available to third parties either free of charge or for valuable consideration without having obtained Prediggo's prior written consent. The Customer undertakes not to file intellectual property documents claiming or describing these results.

Prediggo may use the data and information resulting from the Software for supplying its database for statistical purposes subject, however, to such usage not identifying the Customer and the source of the information.

Prediggo guarantees the quiet enjoyment of Client Software.

Prediggo warrants that it is the owner of the intellectual property rights allowing to close this Agreement and that the license and software are not likely to infringe the rights of others.

Prediggo guarantees as well that the software is entirely original and do not constitute in whole or in part, any infringements to others or unfair competition.

Prediggo should compensate the user to the full financial consequences, as well as all fees and expenses of any action, claim, or opposition claims of patent infringement or other material that would be directed against the client due to use of the software. Therefore, if all or part of the Software is recognized to be infringing or other violation of intellectual property rights, Prediggo will, at Customer's option, either procure another program having the same functions, within a period compatible with the Client activity or obtain at its expense the right for the Customer to continue using the software, or refund Client the entire compensation received under this contract, notwithstanding the right for the Customer to claim compensation of its damage.

The contractual limit specified in Article 9 does not apply to this Section 8.2

## ARTICLE 9 – LIABILITY OF PREDIGGO

Prediggo undertakes to provide its Software in accordance with standards that are customary in the field of professional software. The Software is undergoing permanent development for the benefits of its Customers, occasional software failures could occur. Prediggo shall use its best efforts to remedy such failures in partnership with its Customers. No compensation shall be warranted for such occasional failures.



Prediggo’s liability shall not be engaged in the event of lack of performance of the Software.

Prediggo shall not be responsible for the content returned by its software.

Prediggo’s liability shall be strictly limited to the repair of material damage proved to be directly caused by Prediggo’s Software or by Prediggo’s personnel, with the exclusion of liability for any non-material damages such as, in particular, operating losses, commercial prejudice or supplementary charges.

If Prediggo’s liability were engaged on account of performance of the Software, its liability shall be limited to the amount paid by the Customer to Prediggo in the 12 (twelve) months prior to the Customer notifying Prediggo of the occurrence of the damage, and may in no case exceed € 50’000 (Fifty Thousand Euros).

**ARTICLE 10 – SERVICE LEVEL AGREEMENT**

Prediggo has 3 (three) Service Level Agreement (SLA) plans that applies to the Prediggo’s services. Unless specified otherwise in the Quotation, it is the Tier III that applies to the Customer as defined in Table 1.

The SLA only applies if the channel used to communicate the issue to Prediggo respects the priority order defined in the Section 6.2

The Prediggo Interfaces are excluded from the SLA.

The Software version 4 and above is continuously monitored by an external Service Checker (currently site24x7) that checks if the Software responds correctly, and in a given timeframe, to health check calls. In case an error is detected, an email is sent to the Prediggo IT team to inform of the incidents.

**10.1 Guaranteed Response Time - GTR**

The Guaranteed Response Time (GTR) is the time needed for Prediggo to acknowledge the problem reported by the Customer and start working on the resolution of the latter one. Table 1 summarizes the GTR in hours for each Tier plan; where “working days” implies that the time counts only during Working Days and working hours. In the Tier II and Tier III, Prediggo will only respond during working hours. Thus if a ticket is creating towards the end of the day, Prediggo reserves the right to answer the next Working Day.

	Tier III	Tier II	Tier I
Blocking Issue	4h – working days	2h – working days	2h
Major Issue	12h – working days	4h – working days	4h
Minor Issue	72h – working days	48h – working days	48h

Table 1 – Guaranteed Response Time (GRT)

The GTR does not apply if one of the following is true:

- a) The Customer caused the problem after updating the parameters in the Cockpit
- b) The Customer caused the problem after updating its infrastructure or its eCommerce Platform.
- c) The Customer caused the problem after sending incomplete or corrupted data feed.
- d) The Customer caused the problem by overloading the Software with unusual traffic or requests that do not comply with the specification defined by Prediggo.
- e) The cause of the incident is related to a planned maintenance of the Software or the server hosted by the Software. The maintenance is considered as planned as soon as the technical contact defined in the Prediggo Contact Form was informed at least 24 hours in advance for regular update or 12 hours for critical updates.
- f) If the Customer is hosting the Software and Prediggo cannot access it.
- g) An instance of Force Majeure as defined in article 11.

**10.2 Guaranteed Fault Repair Time on the Software - GFRT-Soft**

The Guaranteed Fault Repair Time on the Software (GFRT-Soft) is the time needed for Prediggo to resolve the problem reported by the Customer and return the Software in a state prior to the incident. This excludes any aspect related to the Prediggo Infrastructure which is covered by the GFRT-Infra.

If the problem stated by the Customer is not clearly defined in the ticket, then Prediggo will ask the Customer to give more information about the incident. The GFRT-Soft will not apply until the problem is clearly stated by the Customer.

The GFRT-Soft does not apply if the Software is hosted in an environment under the responsibility of the Customer and that Prediggo is not granted full access to it. In such situation, Prediggo will assist the IT team of the Customer in order to restore the Software in the fastest way as possible.

Table 2 summarizes the GFRT-Soft in hour for each Tier plan, where the GFRT-Soft applies on top of the GTR.

	Tier III	Tier II	Tier I
Blocking Software Issue	4h – working days	2h – working days	2h
Major Software Issue	48h – working days	24h – working days	24h
Minor Software Issue	N/A	N/A	N/A

Table 2 – Guaranteed Fault Repair Time (GFRT-Soft)

### 10.3 Guaranteed Fault Repair Time on the Infrastructure - GFRT-Infra

The Guaranteed Fault Repair Time on the Infrastructure (GFRT-Infra) is the time needed for Prediggo to resolve the problem and return the Infrastructure in the state prior to the incident. This excludes any aspect related to the Prediggo Software which is covered by the GFRT-Soft.

If the problem stated by the Customer is not clearly defined in the ticket, then Prediggo will ask the Customer to give more information about the incident. The GFRT-Infra will not apply until the problem is clearly stated by the Customer.

The GFRT-Infra does not apply if the Software is hosted on an environment under the responsibility of the Customer. However, Prediggo will assist the IT team of the Customer in order to restore the Software in the fastest way as possible.

Prediggo does not own its Infrastructure. Prediggo has contracted professional hosters for this task. Currently, Prediggo works with OVH, Online and Scaleway in France, and Exoscale (Akenes SA) in Switzerland. Prediggo is responsible for monitoring the infrastructure, updating the physical server with latest security and kernel update, and managing the Prediggo Software.

In case the source of the issue is a hardware or software component that is under the responsibility of the hoster (i.e.: the network cable, network switches, any physical component on the server, the power supply and so forth), then the GFRT-Infra does not apply. However, Prediggo will assist the hoster in order to restore the Infrastructure in the fastest way as possible.

The Infrastructure is built on professional computer components with fault tolerance capabilities. This implies that the Infrastructure is more robust and fault resistant than more traditional equipment. However, fault tolerance equipment can be much slower to restart in case of malfunctions and thus may cause the Prediggo software to respond slower than usual. As these types of errors are harder to diagnose and detect, certain malfunctions may not be detected by the Service Checker or the hoster.

Table 3 summarizes the GFRT-Infra in hour for each Tier plan, where the GFRT-Infra applies on top of the GTR-Soft.

	Tier III	Tier II	Tier I
Blocking Infrastructure Issue	4h – working days	2h – working days	2h
Major Infrastructure Issue	48h – working days	12h – working days	12h
Minor Infrastructure Issue	N/A	N/A	N/A

Table 3 – Guaranteed Fault Repair Time (GFRT-Infra)

### 10.4 Penalties to be paid by Prediggo

If Prediggo fails to respect its Service Level Agreement, then the Customer is entitled to the following compensation computed as a percentage of the monthly License Fee and detailed in Table 4:

Number of consecutive hours without Service after the SLA Plan	Penalty (Percentage computed on the Monthly License of the Software)
1h-2h	1%
2h-3h	3%
3h-5h	5%
5h-1Jour	8% during the hours 8h - 20h
Afterwards	20% per day

Table 4 – Penalty rated if Prediggo does not respect the SLA

The maximum penalty in a month is set to 100% of the monthly License fee of the Software and may in no case exceed 5'000 (five thousand) Euros.

The penalties only apply for Prediggo's core servers that answer the web requests. The Cockpit or any other components are excluded from any form of compensation.

The penalties do not apply if one of the following is true:

- a) The Customer caused the problem after updating the parameters in the Cockpit
- b) The Customer caused the problem after updating its infrastructure or its eCommerce Platform.
- c) The Customer caused the problem after sending incomplete or corrupted data feed.
- d) The Customer caused the problem by overloading the Software with unusual traffic or requests that do not comply with the specification defined by Prediggo.
- e) The cause of the incident is related to a planned maintenance of the Software or the server hosted by the Software. The maintenance is considered as planned as soon as the technical contact defined in the Prediggo Contact Form was informed at least 24 hours in advance for regular update or 12 hours for critical updates.
- f) The software is hosted by the Customer and the regular updates have not been applied.
- g) An instance of Force Majeure as defined in article 11.

### 10.5 Penalties to be paid by the Customer

Contacting Prediggo is free of charge if it obeys the communication channel defined in section 6.2 and in the Quotation.

If Prediggo was fully responsible for the incident, then no fee will be charged to the Customer. However, declaring a Blocking or Major Issue (indicated as "Extremely Urgent" in the Cockpit that turns out not to be the responsibility of Prediggo may result in Prediggo invoicing Intervention Fees (IF) and the time spent in hours (Hours) on the issue according to Table 5 or Table 6.

If The Customer has a support pack with remaining hours, then Prediggo shall deduce the following number of hours (h) as defined in Table 5,

	Working Days	Vacation Day or Night Support	Any other time
Blocking Issue or Major Issue	1h (IF) + 2h/Hours	3h (IF) + 3h/Hours	2h (IF) + 2.5h/Hours
Minor Issue	N/A	N/A	N/A

Table 5 – Intervention fee and Special hourly fee if Prediggo is not responsible

If Customer doesn't have any support pack, then the fees will be applied as defined in Table 6,

	Working Days –	Vacation Day or Night Support	Any other time
Blocking Issue or Major Issue	100 CHF (IF) + 200 CHF/Hours	300 CHF (IF) + 300 CHF/Hours	200 CHF (IF) + 250 CHF/Hours
Minor Issue	N/A	N/A	N/A

Table 6 – Intervention fee and Special hourly fee if Prediggo is not responsible

### 10.5 Data Retention

Prediggo backs up its infrastructure every night and will retain the backups for 7 (seven) days. The backup will include the database hosting all the data, and the basic configuration files needed by the Software. In case of a major crash of the hardware (such as multiple disk failure, fire, and so forth) then Prediggo will restore the Software using one of these backups. The Customer understands that in such situation some statistics may be lost.

Prediggo retain the last set of Customer data files that have been downloaded for a data import. Every time a data import is done, Prediggo will delete the previous Customer data files and replace them with the latest version found on the server. In case of data corruption, Prediggo will restore its index from the data files in its possession. If the data

received is corrupted, then Prediggo will ask the Customer to send a new set of data files. In such situation, the GFRT-Soft will not be applicable.

Prediggo will retain the input statistical data (clicks, and so forth) for a maximum of 5 (five) days. After this delay, Prediggo may delete them from the server to maintain optimal performance of the database. Also, the Customer cannot challenge anymore the statistical numbers provided in the Cockpit. The agglomerated statistical data are maintained for at least 6 months but cannot be recomputed once the input data has been deleted. The Customer acknowledges that data storage is not Prediggo's core business and thus the Customer is responsible of this task if they decided to keep the data for more than 60 days.

If a Customer unsubscribes from the Software, then Prediggo will delete all the data and backups within 30 days upon the end of the contract.

In the event of a software malfunction or major crash, some statistical data may be lost during this incident. Prediggo will try to restore the lost data but without any guarantee.

### 10.6 End of Public Updates & End of Life

Table 7 defines the date by which Prediggo will stop delivering public updates, and the End-Of-Life (EOL) of the Software based on the Software version.

Once the end of public update has been reached, and until the EOL date of the Software, Prediggo may publish additional updates if the Customer has subscribed to the advanced support package. The SLA stops the day after the end of the public updates unless the Customer has subscribed to the advanced support package.

The End-Of-Life is the date by which Prediggo will stop maintaining and supporting the Software altogether. If the Customer wants to keep using the Software after the EOL, then he acknowledges that no update will be made, and that the SLA will not apply anymore. For security issues, Prediggo strongly recommend not to use an EOL software

Prediggo Version	End of public updates	End-Of-Life (EOL)
1	1 Jan 2017	1 Jan 2017
2	1 Jan 2017	1 Jan 2017
3	1 Jan 2017	1 July 2017
4.0	1 Nov 2018	1 Jan 2019
4.1	1 Nov 2019	1 Jan 2020
4.2	1 Dec 2019	1 Jan 2020
4,3	1 Dec 2019	1 Jan 2020
4,4	1 Dec 2019	1 Jan 2020
4,5	1 Dec 2020	1 July 2021
4,6	1 Dec 2020	1 July 2021
4,7	1 Dec 2020	1 July 2021
4,8	1 July 2021	1 Jan 2022
4,9	1 July 2021	1 Jan 2022
4.10 -> 4.44	31 December 2021	31 December 2022
2020.xx	31 December 2022	31 December 2023
2021.xx	31 December 2023	31 December 2024

Table 7 – End date of the public updates and EOL of the Software

### ARTICLE 11 – FORCE MAJEURE

Neither party may be regarded as being at fault in the performance of its obligations under the License Contract in the event of non-performance of its obligations being due to an instance of force majeure. "Force majeure" shall be understood to mean any unpredictable event beyond the control of the parties, such as floods, power cuts, internet failure, strikes, fires, wars, riots, datacenter explosion or fire, pandemic, natural phenomena of a particular intensity.

### ARTICLE 12 – ASSIGNMENT

Neither party may assign this Agreement or any rights or duties thereof to any third party without the prior written consent of the other party.

**ARTICLE 13 – SPECIAL TERMINATION**

The License Contract may be terminated by one of the parties in the event of the other party's failure to fulfill one or more of the obligations contained in the various clauses.

Such termination shall become effective only 1 (one) months after dispatch by the most diligent party of a recorded delivery letter setting out that party's grounds for complaint and provided, within that period, the party that is at fault has not fulfilled its obligations or has not provided proof of its being unable to do so as a result of an instance of force majeure.

The exercising of this termination option shall not release the party that is at fault from fulfilling contractual obligations until the date upon which cancellation becomes effective, without prejudice to payment of damages and interest due from the party that is at fault in compensation for any prejudice suffered by the most diligent party on account of early cancellation of the present contract.

**ARTICLE 14 – APPLICABLE LAW**

The License Contract shall be governed by Swiss law. In the event of a problem regarding the validity, interpretation or performance of the present contract, the parties shall make every effort to resolve their dispute amicably.

Place of jurisdiction is Lausanne, Switzerland.

Written in Lausanne, Switzerland, on 1<sup>st</sup> April 2020.