

HighCoDATA

CONDITIONS SPECIFIC TO IT SERVICES (Ref n° Cspé IT 20230101) Applicable from 01/01/2023

These Specific Conditions (hereinafter the "Specific Conditions") are intended to set down the conditions in which **HIGH CO DATA** - Société par Actions Simplifiée - with a capital of €636,966, whose head office is in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence RCS) (hereinafter the "Service Provider"), provides IT services entrusted to it by the Customer. Any order for Services placed by the Customer entails express and unreserved acceptance by the Customer of these Specific Conditions and the Service Provider's Terms and Conditions of Service, to the exclusion of all other conditions issued by the Customer even if earlier in date, subject to special conditions specifically accepted by the Service Provider. In the event of any contradictions arising between these Specific Conditions and the Service Provider's Terms and Conditions of Service, the provisions of these Specific Conditions shall prevail.

1) DEFINITIONS

Service: all IT services the Customer entrusts to the Service Provider, such as in particular:

- The design, development and implementation of websites and mobile apps (hereinafter "Sites" and "Apps"),
- The performance of a promotional operations management service by providing and configuring a games and/or reimbursement offer management platform on a white label basis (hereinafter the "Platform"),
- As well as all associated services such as in particular the maintenance and hosting of these Deliverables.

Deliverable: refers to any component representing the result of a Service, and in particular within the meaning of these specific conditions, the Sites, Apps and/or Platforms developed and/or made available by the Service Provider to the Customer.

Anomaly: refers to any defect or non-compliance in the Deliverable in relation to the Functional and performance Specifications agreed between the Parties in the Quotation or in any other document to which the Parties agreed in Writing, as well as any incorrect result or procedure causing an incorrect action even though the Deliverable is used as intended.

Inhibiting Anomaly: refers to any Anomaly making any use of the Deliverable impossible or making the use of one or more essential features of the Deliverable impossible.

Major anomaly: refers to an Anomaly that makes the use of certain features of the Deliverable impossible but that does not prevent the service from being provided.

Minor anomaly: refers to any Anomaly that is neither Inhibiting nor Major.

Platform: refers to the IT platform for the distribution, registration and follow-up of participations in promotional operations (reimbursement offers and Games) provided on a white label basis and configured by the Service Provider based on the Functional Specificities.

Site and/or App: website(s) and mobile app(s) the design, development and implementation of which are entrusted to the Service Provider.

Functional specifications: refers to the technical and functional characteristics of the Deliverable, established on the basis of the statement of need provided by the Customer, in the form of a brief, specifications or any other document, etc.

2) PERFORMANCE CONDITIONS SPECIFIC TO IT SERVICES

Definition of services

Prior to launching any Services, the Customer forwards to the Service Provider a statement of need containing the information concerning the Service it wishes to entrust to the Service Provider. On the basis of this information, the Service Provider establishes a Quotation setting down:

- The procedures and deadlines for the performance of the Services,
- The costs of the Services excluding tax,
- Where appropriate, the Service Provider's commitment to provide Functional Specifications detailing the technical and functional characteristics of the Deliverable and a detailed Schedule.

Once the Quotation is validated by the Customer, a definition phase will follow during which the Parties will detail the procedures for carrying out the Services and at the end of which the Service Provider will provide, if set down in the Quotation, detailed Functional Specifications as well as a detailed Schedule for performing the Services. The Customer acknowledges and accepts that adjustments may be made to the elements contained in the initial Quotation (scope and price of services) following this definition phase. The Customer undertakes to validate any detailed Functional specifications and Schedule within the time limit agreed between the Parties and at the latest within 5 days of these being sent by the Service Provider. Failing validation by the Customer within this deadline, the detailed Functional Specifications and Schedule will be deemed to have been accepted tacitly by the Customer. At the end of the definition phase and once the Functional Specifications and Schedule have been validated, the Service Provider will start to carry out the Development and/or configuration Services on the Deliverables in accordance with the procedures validated in Writing between the Parties. Any request from the Customer for an item

not included in the Quotation and/or the Functional Specifications will result in an additional payment set out in a quotation and a new schedule.

Timetable and deadlines

The timetables and deadlines for performing the services and providing the Deliverables are indicated in the detailed Schedules validated in Writing by the Parties (hereinafter the "Schedule"). Each step is indicated, taking into account the development and/or configuration and validation times. The Customer undertakes to provide the Service Provider with all elements and information necessary for production of the Deliverables, within the deadlines agreed with the Service Provider so as not to hinder the Deliverables development schedule. Any delay for which the Customer is to blame will result in the timetable being postponed by the corresponding duration and for which the Service Provider may not be held responsible.

Acceptance of Deliverables

The purpose of the acceptance procedure is to check the proper technical and functional workings of the Deliverable in its normal operating environment. Once the Deliverable has been tested by the Service Provider, it will be placed at the disposal of the Customer on an acceptance server. The Parties undertake to carry out acceptance testing on the Deliverable on the acceptance server intended for this purpose. Acceptance of the Deliverable is established as follows: from the time the Deliverable is placed on the acceptance server, the Customer will have the time set down in the Schedule agreed between the Parties, to test and analyse the proper workings of the Deliverable compared to the expected operation, such as it results from any Functional Specifications, Schedules or other Written documents validated by the Parties. Where this check is satisfactory and within a timeframe in accordance with the Schedule, an acceptance report must be validated in Writing by the Customer. At the end of this acceptance phase, the Customer may:

- If Major and/or Inhibiting Anomalies persist, refuse reception. In this case, the Service Provider undertakes to make the corrections requested by the Customer without delay after reception is refused in order to be able to submit the Deliverable for a new validation. If the Deliverable can still not be accepted after this extension, the Parties will escalate their points of disagreement. The Parties will then define an action plan to enable the Customer to accept the Deliverable.
- If no Anomaly remains, pronounce the definitive acceptance by email and/or by signing a "Definitive Acceptance Report",
- If only Minor Anomalies remain, pronounce acceptance with reservations by email and/or by signing an "Acceptance Report with reservations",

Once the "Definitive Acceptance Report" and/or the "Acceptance Report with reservations" has been signed or validated by email by the Customer, the Service Provider is authorized to Install the Deliverable on the production server and to publish it online.

Publishing Deliverables online

The Service Provider undertakes to put the Site online in accordance with the Functional Specifications. No online publication will be performed without the Customer's Written agreement. The Customer undertakes to reply to the Service Provider within the time limits set down in the Schedule. If the Customer has pronounced acceptance with reservations, the Service Provider undertakes to correct any remaining Minor Anomalies without delay after the Acceptance with reservations has been validated. After this correction time, the Customer will validate the lifting of reservations by email or by signing a "Definitive Acceptance Report". Once the Deliverable is online, the Parties will check, within the time agreed between them, that the Deliverable operates correctly in its production environment and that no discrepancy exists in relation to the tests performed on the acceptance server. During this "re-run" phase which may not exceed the duration agreed in Writing between the Parties starting from online publication and as any new Anomalies are notified resulting from the move from a test environment to a production environment, the Service Provider undertakes to make the corrections requested by the Customer without delay. At the end of this "re-run" phase, the Customer will confirm in Writing acceptance and reception of the Deliverable on its production environment. Failing validation by the Customer within 5 days after the re-run phase, the reception of the Deliverable on its production environment will be deemed to have been accepted tacitly by the Customer.

Platform availability

In the framework of its promotional operations management services performed by providing and configuring a games or reimbursement offer management platform on a white label basis, the Service Provider undertakes to provide a service availability rate for the duration of the operation of 99.9% (excluding maintenance),

Guarantee period for Sites and Apps (outside the Platform)

For a period equal to 15% of the duration of the development services, which may not exceed one (1) month, starting from the date of definitive acceptance of the Deliverable, a guarantee period will apply during which the Service Provider undertakes to carry out, at its own expense, and in the conditions set out below, corrective maintenance of the Deliverable; and this to enable any defects to be corrected that were not found in the acceptance phase.

Corrective maintenance of Sites and Apps (outside the Platform)

Corrective maintenance includes corrections of Anomalies affecting the operation of Sites and Apps. When the Customer entrusts the Service Provider with corrective maintenance of Sites and Apps and unless special provisions are agreed in Writing between the Parties, the following provisions apply. Maintenance Services will start at

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the end of the guarantee phase and will be automatically renewed for successive periods of one (1) year, except where terminated by one of the Parties subject to notification to the other Party by registered letter with acknowledgment of receipt, sent at least three (3) months before the end of the previous period. Free technical assistance is available every working day in France, from 9 am to 6 pm. The Service Provider shall endeavour to resolve as soon as possible any difficulties relating to operation of the Sites and Apps that the Customer may have and/or which have been detected by the Service Provider. The Customer shall report the anomalies and shall endeavour to give the maximum amount of useful information. The Service Provider establishes a diagnosis of the Anomalies reported by the Customer. The Service Provider performs corrections and carries out the necessary tests before validation by the Customer and the go live. The Service Provider undertakes to intervene in:

- 12 working hours maximum from notification of the incident for Inhibiting Anomalies;
- 48 working hours maximum from notification of the incident for Major Anomalies;
- 4 working days maximum from notification of the incident for Minor Anomalies

Timeframes are counted from reception of the report indicating the anomaly, received in working hours and days.

Upgrade maintenance of Deliverables

It is agreed between the Parties that any upgrade of Deliverables not provided for in the Quotation and/or Functional Specifications, must be the subject of an additional Quotation accepted by the Customer.

Hosting the Deliverables

The hosting arrangements for the Deliverable(s) are detailed in the Quotation. Unless agreed otherwise by the Parties in Writing, Hosting Services will start when the Deliverable(s) are published online on the acceptance server and will be automatically renewed for successive periods of one (1) year, except where terminated by one of the Parties subject to notification to the other Party by registered letter with acknowledgment of receipt, sent at least three (3) months before the end of the previous period. Any request for changes to the Site(s) (additional functionality, specific developments, etc.) will result in additional payment for hosting, on a Quotation.

Reversibility

In the event of cessation of the Services, the Service Provider agrees, insofar as the Customer requests it, to help it take back all the Services that the Customer had entrusted to it, whether it provides them itself or whether it entrusts them to a third party. Upon receipt of this request, the Service Provider will indicate, according to the Customer's requests:

- The timeframe for restitution;
- The cost of this restitution, which will be determined according to the estimated number of man-days and will be the subject of an additional Quotation.

The Service Provider may keep a copy of the files that it is required to keep under the legal obligations incumbent on it, provided that such retention is done in compliance with its confidentiality and security commitments, and any applicable law or regulation.

Intellectual property

Patrimonial intellectual property rights, attached to the Deliverables and work performed by the Service Provider in the course of providing the Services, are not assigned to the Customer unless specifically indicated otherwise and stating the duration, the territory and the price paid for said assignment. Where appropriate, these assignment elements are indicated in the Estimate drawn up for the Services or in a separate estimate. Failing this, no rights are assigned. It is specified between the Parties that in the case of IT services involving the provision by the Service Provider of its IT platform on a white label basis and/or the development of Sites and/or Mobile apps for consumers, these Deliverables will remain the property of the Service Provider, who hereby grants to the Customer a simple right to use and operate the said Deliverables for the entire duration of the Operation concerned.

3) FINANCIAL CONDITIONS SPECIFIC TO DISCOUNT COUPON PROCESSING ACTIVITIES

Services payment terms

The total payment for the Deliverable development and/or configuration services, will be due from the time the Deliverable(s) are put online.

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