

General Terms and Conditions

PREAMBLE

The company Imaweb France, hereinafter referred to as "Stampyt", "Publisher" or "Supplier", has designed and developed a set of IT applications which together form the Stampyt Suite solution, with a view to providing several digital components for the Used Vehicle (UV), New Vehicle (NV), and after-sales (A-S) trade sectors.

Imaweb France is the sole proprietor of all intellectual property rights for the Stampyt Suite solution.

Various exchanges have taken place, during with the Client has been given an on-site or online demonstration of the Stampyt Suite solution, and is satisfied with its usefulness in regard to their activities.

Article 1 – Subscription to the Stampyt Suite solution

Under these General Terms and Conditions and in the form of a monthly subscription, Imaweb France grants the Client a non-exclusive and non-transferable license, with no option for sub-licensing, allowing them to use the Stampyt Suite solution. This namely includes downloading, installing and using the software and their application programming interfaces (API), designated by the generic term "Stampyt Suite".

This license is granted solely to the Client for its own use, and may not be used by its subsidiaries, unless otherwise explicitly specified.

The Stampyt Suite solution is to be used solely for the User's internal requirements, and those of users authorised by the latter. The User must also ensure that only authorised users have access to the solution.

The User is prohibited from granting, supplying, lending, or leasing the solution, from granting sub-licenses, leases or other rights, and more generally from sending the solution, in whole or in part, to a third party (software, codes, API, etc.).

The User is prohibited from electronically transferring the Stampyt Suite solution, networking it, particularly on the Internet, and from broadcasting it in any other form.

The User shall access the Stampyt Suite solution solely via the Apple Store or Play Store download platforms, excluding any other platforms, and shall also access the solution via the URL www.stamp.yt for the web section of the Stampyt Suite solution.

It is specified that the Stampyt Suite solution download can only be accessed from certain countries, depending on the download platform the download transaction operates on. For the Apple Store platform, see the link below: https://developer.apple.com/library/content/documentation/LanguagesUtilities/Conceptual/iTunesConnect_Guide/Chapters/AppStoreTerritories.html, and for the Google Play platform, see the link below:

https://support.google.com/googleplay/android-developer/table/3541286?visit_id=1-636168778822182329-3696896052&rd=1.

The User undertakes to refrain from undertaking any alteration, correction, arrangement, translation or modification of the solution. The User is also prohibited from carrying out any corrections for any potential faults in the solution without the prior approval of the Publishing Provider, granted in writing.

The User does not acquire any rights to the solution's source codes, the Supplier exclusively reserving the right to amend these source codes to correct any potential faults, or to develop the solution and its interoperability.

In the case whereby the User wishes to obtain information which is essential to the implementation of the solution's interoperability with another software or another application developed independently by the User, this implementation concerning use which remains compliant with its intended destination, prior to undertaking any operations for such a purpose, the User undertakes to first consult the Supplier, which may provide them with the information required for such interoperability, subject to a financial contribution which shall be negotiated between the Parties.

Documentation and other aspects remain the sole and exclusive property of the Supplier. The User is prohibited from reproducing documentation without the prior approval, granted in writing, of the Publishing Supplier.

Article 2 – Access to the solution -Maintenance – Hotline – Data hosting

2.1 – Access to the solution

The Stampyt Suite solution is accessed via the creation of one or more personal accounts by the User, hereinafter referred to as Registered User(s). Upon completion of the registration process, the Registered User shall receive confirmation of their username and password, this data being strictly confidential.

The Registered User may, at any moment, generate a new password via the Stampyt Suite solution. Users are encouraged to do so regularly to ensure the security and integrity of their access to the solution.

The Registered User is solely liable for any use made of the solution by means of their username and password. They are the sole guarantor for their confidentiality, as well as for any use of their account.

The Registered User undertakes to immediately inform the Supplier, using the Supplier email address indicated in Article 16, of any unauthorised use of their account and of any security or confidentiality breach regarding their identification methods.

Should the Supplier have valid grounds to believe that the security of the Registered User's account has been breached, or that the account has been subject to improper use following unauthorised use of the Registered User's identification methods, it may temporarily suspend the account, namely in order to preserve the integrity of the solution and data, and, if deemed appropriate, it may also request that the identification methods are changed.

In the scenario whereby their identification methods are revealed to a third party due to their own actions, the Registered User is solely liable for any use of the said identification methods and for any consequent use of the Stampyt Suite solution.

2.2- Maintenance

Given the particular nature of the internet network, access to the solution may be interrupted or limited by a cause extraneous to the Supplier, and namely caused by the Client's internet access provider. In such cases, the Supplier may not be held liable. The Supplier may not be held liable in the event of interrupted access to the Stampyt Suite solution due to maintenance operations, updates or technical improvements, or due to work carried out to develop the solutions content and/or presentation, insofar as these interruptions shall be notified and that they shall not go beyond necessary uses.

The Supplier may update the applications without client consent in order to resolve security faults identified in the IT domain.

Maintenance of the Stampyt Suite solution only includes corrective maintenance. It does not give rise to any rights to additional services that may be developed by the Supplier.

The Client may submit development proposals to the Supplier, which shall be examined within 15 days of the request. Should the request be feasible, a positive response will be returned, accompanied by a schedule and quote.

The Client must designate an Application manager, who shall be the primary contact point for the Supplier, in order to centralise anomalies and developments desired by Users.

Any Supplier maintenance work is carried out under the following conditions, in line with the anomalies encountered and reported by Clients to the email address users@stamp.yt. Any reports submitted to this email address generate an intervention ticket.

For Critical Anomalies, which concern anomalies resulting in the unavailability of the solution tools, an intervention time of one (1) hour following the intervention ticket generation is guaranteed. The guaranteed repair time is four (4) hours following the intervention ticket generation.

For Significant Anomalies, which concern anomalies resulting in the unavailability of some features, an intervention time of one (1) day following the intervention ticket generation is guaranteed. The guaranteed repair time is two (2) days following the intervention ticket generation.

For Minor Anomalies, which concern anomalies resulting in only minor solution malfunctions, an intervention time of four (4) days following the intervention ticket generation is guaranteed. The guaranteed repair time is five (5) days following the intervention ticket generation.

If the anomaly is subject to an intervention ticket generated by a tool which has not been developed by the Supplier and which is used by the Client in interaction with the solution (CRM, DMS, etc.), Stampyt does not process this ticket, and the Client is thus invited to contact the supplier in question.

The intervention ticket sent by the Client to the Supplier by email must specify the device used, the phone type (iOS, Android) or browser used, as well as the username of the Registered User who encountered the anomaly and, where possible, the action which triggered it.

The deployment time for corrections concerning mobile applications cannot be guaranteed by the Supplier as it depends on the processing time of the various app stores.

For indicative purposes, a correction for an Android or iOS application may take one (1) day or five (5) to ten (10) days, respectively, in addition to the time required for the resolution of the correction, it being specified that the Supplier may not be held liable for the validation times of iOS or Android operators.

2.3 – Technical Assistance

The Supplier has implemented a Level 1 technical assistance service, which can be reached at the email address users@stamp.yt. Only the Client can access this assistance service.

This assistance covers technical difficulties encountered by the Client which are not covered in the initial training provided by the Supplier upon order validation, the Users

designated by the Client do not have direct access to Level 2 assistance. For this, the Client is required to take out Level 2 insurance.

The Client shall report their issue by email to the Supplier, which in turn undertakes to respond the same day, either by email with a link to a FAQ or document, or by contacting the relevant person by phone if the request cannot be processed by other means.

Technical assistance is available from Monday to Friday, from 9:00 AM to 6:00 PM (Parisian time).

2.4 – Data hosting

The Stampyt Suite solution and the data generated by the solution are hosted on behalf of the Supplier by the following companies:

- OVH, simplified joint-stock company with a capital of €10,069,000,20 (EUR), registered to the Trade and Companies Register of TOURCOING under number 424 761 419, with head offices located at 2 Rue Kellermann 59100 ROUBAIX (FR).
- Amazon, as part of an Amazon Relational Database Service agreement ("Amazon RDS"), an American company with head offices located at Amazon Web Services – Amazon.com Legal Department – P.O. Box 81226 Seattle, WA 98108, USA.
Data is geographically located in the AWS Western Europe hosting centre in Ireland.
- ZOHOCORPORATION as part of a Zoho One contract, Zoho Corporation B.V. Beneluxlaan 4B 3527 HT UTRECHT, Netherlands.

The identification data for each user account and media data intended for processing by the solution are hosted on the servers of these companies.

Article 3 – Declarations

The parties declare that they are acting within their professional capacity, exclusively for their professional trade.

The Supplier hereby declares that it is insured for its IT activities in regard to professional civil liability, with a policy taken out with the company AXA France, at the agency CAILTEAU-PIVETEAU-MILET located at 11 Route de Nantes 85600 MONTAIGU (FR) (Policy No. 6925295104).

The Client declares that, prior to the validation of their order, they have received all information required to grant their consent. They were able to assess the Stampyt Suite solution and ask any questions deemed useful, meaning that they were comprehensively informed when they accepted these General Terms and Conditions.

Article 4 – Intellectual Property

4.1 – Supplier's intellectual property

The Supplier guarantees that it is the holder of all intellectual property rights for the Stampyt Suite solution and that it is grantee of the rights to distribute the solution and to manage its maintenance and technical support.

The Supplier retains the intellectual property of the solution and any documentation sent to the User in this regard. The granting of the right to use the Stampyt Suite

solution provided for in these General Terms and Conditions does not give rise to the transfer of any property rights.

The User undertakes not to directly or indirectly breach the Supplier's rights. The User undertakes to assume liability for authorised users and any external person who may be given access to the solution, applying all due diligence to respect confidentiality and the property rights relating to the said application. The User particularly undertakes to take all actions necessary to ensure that their staff strictly respects with the Supplier's intellectual property rights.

In the event of an attempt to hack the Stampyt solution by a third party, or any form of dispute concerning the Supplier's rights, the User must immediately inform the Supplier and oppose any seizure and inform adverse parties of the relevant property rights.

4.2 – Protection of third-party intellectual property

The User undertakes to rigorously ensure the respect of third-party intellectual property rights and, in particular, to ensure that they only use logos, branding, photographs, videos or texts which they hold the rights to, or to acquire the rights to use such content. The User must provide evidence by the order validation at the latest of their rights to ownership or use of logos and branding, particularly those which they intend to use. The Supplier reserves the right to, upon its sole initiative, remove any data for which evidence of the User's right to ownership or use has not been provided.

4.3 – Referencing

By means of this agreement, the Client authorises the Supplier to list them as a Client and to use the Stampyt Suite solution for its references, whether in regard to internal or external communications and across all formats. To this end, the Client authorises the Supplier to use its logo and to include it on any commercial document in any final format, for promotional purposes regarding the Stampyt Suite solution and, more generally, the activities, products and services developed and marketed by the Supplier.

The Supplier is prohibited from granting any rights regarding the Client's logo or applications to third parties. The company Imaweb France reserves the exclusive right to the use of the Client's logo.

Article 5 – Minimum technical configuration requirements -compliance with specifications

5.1 –Security -minimum configuration requirements

The User declares to have the skills and means necessary to access and use the solution and/or the Stampyt Suite website. They declare that they have checked that the IT configuration used is free from viruses and that it is in a perfect, operational state.

The User must use either an updated version of the Firefox or Chrome browser to navigate through the Stampyt Suite website. To benefit from all features, Javascript must be activated in the browser and the cookies must be authorised (default configuration).

5.2 – Equipment

The equipment (computers, mobile phones, software, telecommunication methods, etc.) enabling access to the Stampyt Suite website and/or enabling use of the Stampyt Suite solution are under the exclusive liability of the User. The same applies for any telecommunication charges incurred by its use.

5.3 – Compliance with specifications

The User undertakes to comply with the technical specifications required by the Stampyt Suite solution and, in particular, to strictly comply with the photo framing templates validated during deployment of the solution. In the event of repeated failure to respect specifications, and following the issuance of an initial warning by the Supplier, the Supplier reserves the right to integrate photographs which would not have been able to be processed at the contracted volume, these photographs integrating the invoiced volume.

Article 6 – Pricing

The total payment owed by the User to the Supplier, in exchange for the subscription to the Stampyt Suite solution, is indicated on the presentation provided on the website (www.stamp.yt) accepted by the User, which specifies the scheduled payment deadlines.

A breakdown of the subscription price is provided in the offer, and is based on the typology of the Client's site, using information provided by the Client when they subscribe. In the event of failure to comply with the selected range, the Client's subscription will be automatically switched to a higher rate.

In the event of non-payment on a defined deadline, any sums owed will accumulate interest as of the said deadline date, and until payment has been made in full, at an interest rate equal to 1.5x the applicable interest rate. Nevertheless, the total of this interest cannot exceed the limits provided for in law, and without any prior formalities. Furthermore, in the event of the non-payment of a single deadline, the Supplier reserves the right to suspend the fulfilment of this agreement, eight (8) days following the issuance of a notice which has remained without response, without impact on any potential claims to damages, interest and compensation. Within fifteen (15) days following a second formal notice which has remained without effect, the Supplier shall be authorised to request the termination of the agreement, due to the User's fault, in line with the conditions provided for in Article 9 below.

In application of Articles L 441-6 and D. 441-5 of the French Commercial Code, in the event of late payment, the Client shall be legally indebted to the Supplier, in addition to late payment penalties, already provided for by law, for a fixed-rate compensation payment of a recovery fee of 40 euros.

The total sum owed is indicated excluding VAT and any other applicable taxes which are to be borne by the User.

Unless otherwise provided, the professional fees and accessory fees which may be incurred by the Supplier at the request of the User, namely such as the provision of additional documentation and additional training delivery, shall then be invoiced to the User. The same shall apply for any travel costs incurred by the Supplier, which will be invoiced at their actual cost.

The Supplier's invoices are payable by direct debit and by online bank card transaction, in two equal instalments, unless specifically stated otherwise in the quote accepted by the User, the first invoice payable upon acceptance of the quote, and the second being payable upon delivery of the training.

Article 7 – Pricing revision

The payment made in exchange for the right to use the Stampyt Suite solution is automatically revised each year on 1st January.

Article 8 – Term

The contract shall come into force when the Purchase Order is signed between the Parties.

Unless otherwise stipulated in the Purchase Order, the Agreement is concluded for an initial firm term lasting thirty-six (36) months.

Beyond this term, the Agreement shall be automatically and tacitly renewed for one or more twelve (12) month periods, unless one of the Parties gives notice of termination to the other by registered letter with acknowledgement of receipt, at least three (3) months before the current term expires.

Either Party may terminate the agreement, in line with the provisions of Article 9 below.

Article 9 – Termination

Subject to the application of the provisions of Article 12, pertaining to force majeure, in the event of either one of the Parties breaching any one of the obligations incumbent by means of these General Terms and Conditions, whether the concerned breach is the result of a deed, a fact, an event, abstention, non-fulfilment, or any other cause, be it voluntary or involuntary, it is expressly agreed that FIFTEEN (15) DAYS following the issuance of a formal notice, sent by registered letter with acknowledgement of receipt, including these provisions and which has remained without effect, the other Party shall have the right to terminate this agreement to the prejudice and detriment of the party at fault, without prejudice for its right to file further requests for reparations for the entirety of damages suffered.

In the event whereby the Client breaches any one of the provisions stipulated in Articles 1, 2, 3, 5, 7, and 18, the Supplier shall have the right to deem this agreement as lawfully terminated, without prior notice nor right to compensation for the Client, subject solely to the condition of notifying the Client of its decision to apply this clause.

Article 10 – End of agreement

The termination of the Agreement shall result in the suspension of access to the Stampyt Suite solution, including access to the data hosted in relation to the solution on the servers of the Supplier or of its hosting operator.

Article 11 – Force majeure

In the event of force majeure or any other cause which cannot be predicted or controlled by one of the parties, and which by nature prevents the fulfilment of their contractual obligations, the Party hindered must inform the other Party by any means necessary as soon as possible, with confirmation by registered letter with acknowledgement of receipt within THREE (3) DAYS. It must provide evidence for the existence and the cause of this event with a maximum of SIX (6) DAYS following its occurrence. It must report the end of this event as soon as possible.

The obligations of the Parties shall be suspended throughout the duration of the force majeure, and the Parties shall use all due diligence to limit the duration and effects of the cause of the force majeure. Nevertheless, should this duration exceed ONE (1) MONTH, the Parties shall convene to discuss the conditions for the continuation or potential termination of this agreement.

Within the terms of this agreement, force majeure includes any event which cannot be controlled by a party and which makes it impossible for a party to fulfil their obligations. Cases of force majeure namely include wars, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, strikes, lock-out or other industrial actions (unless the strikes, lock-out or other industrial actions are caused by or controlled by the party invoking the force majeure clause), confiscations, and acts of state.

Article 12 – Unforeseen circumstances

In the event of significant commercial or economic circumstances of any kind come to be detrimental to either party or the fulfilment of this Agreement, the conditions of the latter shall be revised by mutual agreement and good faith amongst the parties, within sixty (60) days following the request, which shall be submitted in writing by one party to the other, so as to remedy this inequitable effect. Under all circumstances, neither of the parties must terminate fulfilment of their services throughout this negotiation period.

Should the parties conclude a new agreement, the Agreement shall continue under the new conditions.

Should these negotiations be unsuccessful, and subject to a notice period of sixty (60) days, the claimant party shall choose between the early termination, without indemnity, of this agreement and its continuation, agreeing to bear the financial consequences of the implemented modification.

Article 13 - Liability

Each of the Parties of the Agreement shall bear the company's financial risks resulting from these General Terms and Conditions and their fulfilment. Consequently, the liability of the Publisher may not be invoked for obligations that the Client commits to in liaison with the Agreement. The Parties hereby agree that the Publisher's liability may not be invoked other than for direct and tangible damages which are likely to be caused for the Client, excluding any indirect damages including (but not exhaustively): loss of production, loss of business, loss of use, loss of earnings... Under all circumstances, this liability shall be limited to the total of the services paid for by the Client over the past twelve (12) months, this due on the date of application of this liability, and not exceeding a total of ONE HUNDRED THOUSAND (100,000) EUROS.

Article 14 – Transfer of the agreement

This agreement and its appendixes may not be transferred or assigned, in whole or in part, by the User without prior authorisation provided in writing by the Supplier.

Article 15 - Guarantee limit and interoperability

On the signature date of these General Terms and Conditions, the Client declares that they have been informed that the licensed solution, in order to ensure its correct and proper function, and strictly within the limits of the applicable legislations and particularly within those set out in Articles L 122-6-1 and L 331-5 of the French Intellectual Property Code, liaises with third parties, for which the Client or the Client's approved distributor holds a usage license. This liaison has the purpose of ensuring that the data produced by the Client's distributor (vehicle stock display, vehicle ID No., vehicle presentation photos) is compatible with the use of third-party solution. It is specified that this liaison may generate additional costs from the third-party solution, which shall remain at the expense of the Client.

Consequently, the correct and proper functioning of the licensed solution is therefore interdependent on access to the third-arty application, i.e. usage rights for the Client's distributor, but also on free access to the third-party application code.

Under these conditions, Imaweb France shall not be able to guarantee the correct and proper functioning of its application should the Client's distributor lose its usage rights for the third-party application or should the third party implement technical restrictions on access to the coding of its application, preventing all operability.

Article 16 - Personal data

The Parties agree to respect the European General Data Protection Regulation (GDPR), and more specifically, all of the provisions stipulated in the Appendix to this Agreement.

The User has rights to access, rectify, amend or delete their personal data. They may exercise these rights by directly contacting the Supplier via the following email address: contact@stamp.yt.

Article 17 – Applicable law

This agreement is governed by French law.

Article 18 – Assignment of jurisdiction

Any disputes arising between the Parties concerning the validity, fulfilment, interpretation or termination of this agreement, which cannot be amicably resolved, shall be subject to the jurisdiction of the Commercial Court of Paris (France) and tried by application of French law, as stipulated in the previous article.

Article 19 – Election of domicile

For the fulfilment of this agreement and any addenda, the Parties elect domicile to their head offices, the addresses of which are indicated at the head of this agreement.