

General Terms and Conditions of Sale and Use

BETWEEN THE UNDERSIGNED:

The Company

KNOCK SAS, Simplified Joint Stock Company with capital of 1,000 euros

Siret: 82197083700018

with head office situated at 47 Quai de Rive neuve, 13007 Marseille, represented by Laurent LABATUT, Chairman, its current legal representative, domiciled in this capacity at the aforementioned head office,

Hereinafter called "the Service Provider",

OF THE FIRST PART,

AND:

Any natural or legal person having accepted these General Terms and Conditions of Sale and Use,

Hereinafter called "the Client",

OF THE SECOND PART,

Individually called "Party" and jointly called "Parties",

WHEREAS:

The Service Provider is a Software as a Service supplier, i.e. business applications which are rented online (known as SaaS supplier). As such, it supplies KNOCK SaaS Application Services, as specified hereinafter in the agreement.

The Client would like to use the Service Provider's Application Services, which operate with a local daemon, SaaS services which operate using Internet technology and accessible via the latter.

The Client acknowledges having received from the Service Provider all the necessary information to assess the suitability of the Application Services for its needs and to take all necessary precautions for their use.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

Terms which start with a capital letter in the Agreement, in the singular or plural, will have the following meaning:

Solution: the operational functions listed in the agreement's appendix and supplied to the Client within the framework of the Application Services which are the subject of the agreement;

Data: information, publications and, in general, Client database data, use of which is the subject of this agreement, which may only be consulted by Users;

Identifiers: the user's login and password sent after signing up to the service;

Internet: all interconnected networks, which are located all over the world;

Intranet: the IT network belonging to a company or an organisation, using TCP/IP protocols and, more generally, Internet technologies which can be connected to the Internet network;

Software: software supplied by the Service Provider to the Client, and in particular the associated Solutions

Application daemon: the daemon installed on client machines by the Client, supplied by the Service Provider, allowing the Client to use the Solutions;

Application service: the service offered in SaaS mode by the Service Provider, allowing the Client to use the Solutions;

User: the person under the Client's responsibility with access to the Application Services on their computer by way of the user license subscribed to by the Client;

Administrator: a User and representative of the Client to the Service Provider;

Device: computer liable to access the Service Provider's services.

ARTICLE 2. PURPOSE

The purpose of the contract is to define the terms and conditions applicable to Knock SaaS Application Services, used by the Client.

The Service Provider grants to the Client, who accepts:

the right to access the Service Provider's servers in the conditions defined hereinafter;

the right to use the Solutions;

all the services defined hereinafter, notably data hosting, maintenance of the Application Services and technical assistance.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The agreement and the documents titled "Appendices" contain all of the commitments agreed between the Parties, hereinafter called collectively the Agreement. It cancels and replaces any prior oral or written commitment concerning the subject of the Agreement.

The Agreement consists of the following documents presented in decreasing order of legal value:

- this document;
- the appendices to this document.

In the event of contradiction between one and/or several provisions in one of these documents, the provisions of this agreement shall prevail.

The appendices to this document which are an integral part of the Agreement are the following:

- Appendix 1: Description of Application Services
- Appendix 2: Technical and hardware pre-requisites

The Parties agree that any tolerance or renunciation by one of the Parties in the application of all or part of the commitments set down in the Agreement, regardless of the frequency and duration, shall not be construed as modification of the Agreement nor lead to any entitlement whatsoever.

ARTICLE 4. EFFECT, DURATION AND RENEWAL

Within the framework of free use of the Application Services, the Agreement takes effect as soon as the General Terms and Conditions of Sale and Use have been accepted. Its duration shall be equivalent to the duration of use of these services, until the Client should ask to close the account.

The Conditions of Use described in the Agreement are liable to change to reflect modifications in the law or in the Application services. The Client shall be informed of such modifications and such modifications shall be noted in the Conditions of Use. Any such modifications shall not apply retroactively and shall come into force at least fourteen (14) days after notice. If the new Conditions of Use are not accepted, the Client shall have to stop using the Application Services.

If subscribing to an offer, the duration of the new Agreement is set at one (1) month with effect from the date of subscription with automatic renewal.

Unless otherwise requested by the Client, the Agreement shall be renewed under identical conditions, unless both parties agree on a new scope for the Application Services in order to cover the Client's requirements.

ARTICLE 5. DESCRIPTION OF APPLICATION SERVICES

5.1. APPLICATION SOLUTIONS

The Service Provider provides the Client with an application daemon and Solutions accessible via the Internet.

Under the conditions of article 7, "Licence", the Service Provider grants the Client the right to use non exclusively the Solutions named in the appendix.

The Service Provider implements the necessary technological and human resources to provide Data hosting, maintenance and security of the Solutions in optimal conditions.

5.2. NETWORK

The Client chooses the operator, the network provider. The Service Provider does not provide any guarantee. The Client shall comply with the Service Provider's technical pre-requisites.

5.3. ACCESS TO SOLUTIONS

The service is supplied in English only. The Client can understand and communicate in English.

All communication between the Client and the Service Provider, regardless of communication media, shall be in English.

Only the Client shall use this access right. The Client may connect at any time, except during maintenance periods -, namely: 24/7 including Sundays and public holidays.

The access procedure defined by the Service Provider in the User Documentation must be strictly followed by the Client.

Access takes place:

via the Client's computers or any of the Client's laptops,

via an Internet browser recommended by the Service Provider, in the version recommended by the Service Provider, or an application supplied by the Service Provider,

the Client is responsible for maintaining the browser,
by way of a login supplied to the Client.

The Client is identified when accessing the Application Services by:

an Identifier chosen by or allocated to the Client by the Service Provider,
and a password chosen by the Client or sent to the Client by the Service Provider.

And/or

a token allocated to one or more Devices by the Service Provider.

The Client shall use the Identifiers sent to it each time the Client connects to the Application Services.

The purpose of the Identifiers is to reserve access to the Solutions which are the subject of this Agreement to the Client's Users, to protect the integrity and availability of the Solutions and the integrity, availability and confidentiality of Client Data transferred by the Users.

Confidentiality of Identifiers:

The Identifiers are personal and confidential. They can only be changed upon the Client's request or at the Service Provider's initiative, subject to informing the Client first. The Client promises to do everything possible to ensure confidentiality of the Identifiers and not to reveal them in any form whatsoever.

The Client is fully responsible for the use of the Identifiers and is responsible for keeping confidential the access codes it receives. The Client shall ensure that no other person without authorisation from the Service Provider has access to the Application Services and Solutions. In general, the Client is responsible for security of individual workstations regarding access to the Solutions. Should the Client become aware of another person accessing them, the Client shall inform the Service Provider at once and confirm it in a recorded delivery letter.

In the event of loss or theft of one of the Identifiers, the Client shall use the procedure set up by the Service Provider allowing it to recover the Identifiers.

ARTICLE 6. QUALITY OF APPLICATIONS

The Client is aware of the technical hazards inherent to the Internet and disruptions to access that may result. Consequently, the Service Provider shall not be held responsible for any unavailability or deceleration of the Application Services. The Service Provider cannot guarantee the continuity of the Application Services, which are run remotely via the Internet. The Client acknowledges this.

In addition, it is up to the Client to comply with volume limits indicated and to inform the Service Provider if its needs in terms of processing capacity increase.

The Service Provider shall set up effective controls to provide reasonable assurance that the Client can access and use the applications concerned at the times determined in these Terms.

The source code of the application Daemon is publicly accessible. The Client is responsible for the installation and operation of the application Daemon installed on its machines. The Service Provider cannot be held responsible for the impacts caused by inappropriate installation, configurations or modifications of the application Daemon, or a malfunction of the application Daemon caused by external causes to the Client's machines. The Service Provider is responsible only for incidents caused by the Service Provider. The Service Provider is not responsible for incidents caused by any third party.

The Service Provider is responsible for the proper fulfilment of obligations resulting from agreements signed at a distance, in compliance with article 121-20-3 paragraph 4 of the French Consumer Code.

The Service Provider declines all responsibility in the event of the service being unavailable due to force majeure, notably:

- Hardware or software anomalies of the subscriber
- Unforeseeable and insurmountable acts by a third party
- Unavailability of the Internet network

The Service Provider reserves the right to cut off access to Knock SaaS services in the event of inappropriate use or modification of the application Daemon or in the event of the application Daemon being used without due care and attention.

The Service Provider guarantees operation of the Knock SaaS service within the following limits:

- List of probes: https://knock.center/accounts/d_probes
- List of triggers: https://knock.center/accounts/d_triggers

- No modifications have been made to the application Daemon, other than those approved by the Service Provider.

In the event of non-compliance with the availability obligations in the course of a month, the following indemnities shall be applied:

- the total amount excluding VAT of indemnities due for a month is limited to 75% of the monthly price excluding VAT owed for this month.
- the amount excluding VAT of indemnities due is calculated in proportion to the time of unavailability.

The Client must request the indemnity from the Service Provider within 15 days of noticing the unavailability.

The indemnity cannot in any circumstances exceed 50,000 euros year-to-year.

The Application Services may be occasionally suspended due to maintenance operations required to ensure the good running of the Application Services. In the event of interruption to the Application Services for maintenance, the Service Provider shall follow the procedure described below [Maintenance Article] so that the Client is kept informed of the interruption and can take measures sufficiently in advance to avoid any disruption to its activity.

The Service Provider cannot be held responsible for any impact of this unavailability on the Client's activity.

ARTICLE 7. LICENCE

The Service Provider grants the Client with a personal, non-exclusive, non-assignable and non-transferable right to use the Solutions throughout the duration of the Agreement and for the whole world.

The Client can only use the Application Services and the Solutions in compliance with its needs and in compliance with documentation. In particular, the licence pertaining to the Solutions is granted solely to allow the Client to use the Services and for no other purposes.

The right of use means the right to represent and implement the Application Services in compliance with their intended purpose, in SaaS mode via connection to an electronic communication network. The Client cannot provide the Solutions to a third party and shall refrain from any other use, in particular but not limited to any adaptation, modification, translation, arrangement, dissemination, decompilation, etc.

ARTICLE 8. MAINTENANCE

The Service Provider is responsible for corrective and progressive maintenance of the Solutions.

The Client benefits from updates and functional developments to the Application Services. Any modifications made to the Application Services are irrefutably presumed to be to improve their operation and/or broaden their functionalities. The corrections and developments of the Application Services are therefore subject to the terms of this Agreement.

The Service Provider shall correct, as soon as possible, any anomalies subject to being reproduced. It is up to the Client to precisely describe the anomaly. This description shall include at least: the nature of the anomaly, the execution platform (hardware, system version, browser or application version, etc.) and the description of the manipulations which lead to the anomaly, as well as all application traces requested by the Service Provider or identified sub-contractor from the Client.

Notices of anomaly must be confirmed to the Service Provider at once, by e-mail, before contacting the Service Provider's hotline. The latter shall diagnose the anomaly and then set to correcting it.

The Client can find all means of contact at the following address:
<https://knock.center/accounts/contacts>

The Service Provider is not responsible for maintenance in the following cases:

- refusal of the Client to co-operate with the Service Provider to solve the anomalies and notably to reply to questions and requests for information;
- use of the Application Services in a way which does not comply with their intended purpose or with documentation;
- non-authorized modification of the Solutions by the Client or by a third party;
- Client's failure to meet its Agreement obligations;
- implantation of software packages, software or operating system which are not compatible with the Application Services;
- faulty electronic communication networks;
- intentional or unintentional degradation, malevolence, sabotage;
- total or partial unavailability of Client servers causing incorrect operation of the application Daemon;
- deterioration due to force majeure or to incorrect use of the Application Services.

However, the Service Provider may take charge, if possible, of solving any malfunctions caused by the above-listed cases, at the Service Provider's price applicable at the date of intervention.

Maintenance operations may cause the service to be temporarily unavailable. They are carried out after an 8-hour notice period, excluding business days and hours, with the exception of force majeure.

ARTICLE 9. DATA PROCESSING

9.1. PERSONAL DATA

Should the Data transferred to use the Application Services include private data, the Client guarantees to the Service Provider having fulfilled all of its obligations under the terms of the French law on data processing of 6th January 1978 and having informed the natural persons concerned of the use made of this private data. In this respect, the Client guarantees the Service Provider against any appeal, complaint or claim from a natural person whose private data is reproduced and hosted via the Application Service.

9.2. DATA USE

The Client ensures editorial responsibility for the use of the Application Services.

The Client alone is responsible for the quality, legality and relevance of the Data and content it transmits for the purposes of using the Application Services. In addition, it guarantees that it owns the intellectual property rights allowing it to use the Data and contents. Consequently, the Service Provider is released of all liability in the event of non-compliance of the Data and/or content with laws and regulations, public order or the Client's requirements.

The Client guarantees the Service Provider against any harm that may result from it being accused by a third party of violation of this guarantee.

More generally, the Client alone is responsible for the content and messages sent and/or downloaded via the Application Services. The Client remains the sole owner of the Data making up the content of the Solutions.

9.3. DATA SECURITY

Each Party shall implement the appropriate technical resources to ensure Data security.

Subject to the Article "Liability", the Service Provider undertakes to preserve the integrity and confidentiality of the Data contained in the Solutions. The Service Provider will put in place technical and organisational measures to prevent any fraudulent access or use of the Data and prevent any loss, alteration or destruction of the Data.

ARTICLE 10. FINANCIAL TERMS

10.1. ROYALTIES

The financial terms are outlined at the following address:

<https://knock.center/accounts/pricing>

Royalties for Services are given in euros exclusive of VAT and exclusive of charges.

The billing address is the address of the Client's head office.

It is formally agreed that the amount of the sums invoiced by the Service Provider shall be revised each year according to the labour cost index of the Syntec Federation.

The following services are excluded from the royalties and shall be billed separately:

training services,

technical assistance services,

and more generally, all services which do not come within the SaaS offer.

10.2. PAYMENT ARRANGEMENTS

Regardless of the period of engagement, the Services are billed monthly or yearly. Invoices are payable in advance, within thirty (30) days from date of receipt, by bank card, transfer or direct debit.

10.3. DEFAULT OF PAYMENT

Without prejudice to possible damages and interests, should the Client fail to pay an invoice on time, this shall lead, as of right, to:

application of a late payment interest equal to three times the legal interest rate, without prior notice and with effect from the first day of late payment;

additional bank and management fees (monitoring of collection, correspondence and telephone fees, representation of bank debit rejections);

possible suspension of access to the Application Services;

possible termination of the Agreement within ten (10) days of the Service Provider sending to no avail notice by recorded delivery letter with acknowledgement of receipt.

ARTICLE 11. OWNERSHIP

The Client is and remains the owner of all Data it uses via the Application Services within the framework of the Agreement.

The Service Provider is and remains the owner of property rights relating to every element of the Application Services and the Solutions provided to the Client, as well as more generally the computer infrastructure (software and hardware) implemented or developed within the framework of the Agreement.

The Agreement does not entitle the Client to any right of ownership of the Solutions. The temporary provision of the Solutions under the terms in this Agreement shall not be considered whatsoever as the transfer of any intellectual property rights to the Client within the meaning of the French intellectual property code.

The Client shall refrain from reproducing any element of the Software, or any documentation concerning the software, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Client cannot assign all or part of the rights and obligations resulting from the Agreement, regardless of whether this is within the framework of a temporary assignment, a sub-licence or any other agreement providing the transfer of the aforementioned rights and obligations.

ARTICLE 12. DISPOSSESSION GUARANTEE

The Service Provider declares and guarantees:

that the Solutions it has developed are original pursuant to the French intellectual property Code,

that it owns all intellectual property rights that allow it to conclude the Agreement.

The Service Provider declares and guarantees that the Solutions are not liable to damage the rights of third parties.

ARTICLE 13. LIABILITY - FORCE MAJEURE

Each Party accepts responsibility for the consequences resulting from its mistakes, errors or omissions, as well as mistakes, errors or emissions of any sub-contractors and which directly damage the other Party.

Indirect damage:

In addition, and if the fault can be proven by the Client, the Service Provider shall only be responsible for repairing the financial consequences of direct and foreseeable damage caused by carrying out its Services. Consequently, the Service Provider cannot, in any circumstances, incur any liability for indirect or unforeseeable losses or damage suffered by the Client or third parties, which notably includes any loss of profit, loss, inaccuracy or corruption of files or Data, commercial damage, loss of turnover or profit, loss of clientele, loss of opportunity, cost of obtaining a replacement product, service or technology, in relation to or resulting from breach or faulty performance of the services.

Direct damage ceiling:

In all events, the amount of the Service Provider's liability is strictly limited to the reimbursement of the amount of sums actually paid by the Client at the date of occurrence of the act for which liability is incurred, per user work station, per day of interruption based on average use of the past 3 months.

The Service Provider shall not, furthermore, be held liable for the accidental destruction of Data by the Client or a third party with access to the Application Services via Identifiers submitted to the Client.

Force majeure:

The Service Provider cannot, in any circumstances, be held liable for any damage in the event of loss caused by interruption or diminished service of the telecommunications operator, the electricity supplier or in the event of force majeure.

Liability:

No Party can be held liable for failing to carry out their obligations within the framework of the Agreement if such failing is the result of: a governmental decision, which includes any withdrawal or suspension of authorisation, a full or partial strike, inside or outside the company, a fire, a natural disaster, a state of war, full or partial interruption or blocking of the telecommunication or electricity networks, computer hacking or more generally any other force majeure event with the characteristics as defined by law.

The Party which notices the event must inform the other party at once of their impossibility to carry out the service. The suspension or delay of obligations cannot be the cause of liability for non-execution of the obligation in question, nor induce the payment of damages and interests or late penalties.

ARTICLE 14. TERMINATION

Should one of the Parties fail in its obligations set down in the Agreement, the Agreement may be terminated as of right by the other Party twenty (20) business days after sending a letter of notice sent by recorded delivery letter with acknowledgement of receipt to no avail. The notice shall indicate the failing(s) observed.

In the event of termination, the Client shall stop using all codes to access the Solutions and Application Services and shall uninstall all software provided by the Service Provider.

Reversibility services shall be implemented, in compliance with the Article "Reversibility".

ARTICLE 15. REVERSIBILITY

In the event of discontinuation of the contractual relationship, for any reason whatsoever, the Service Provider shall return, free of charge and at first request by recorded delivery letter with acknowledgement of receipt and within twenty (20) business days with effect from the date of receipt of this request, all Data belonging to it in a standard form that can be easily read in an equivalent environment.

The Client shall actively co-operate with the Service Provider to facilitate Data recovery.

The Service Provider shall conserve the Client's data for thirty (30) days after the discontinuation of the contractual relationship, regardless of the cause. After this, failing a request from the Client by recorded delivery letter with acknowledgement of receipt, the Client's data may be destroyed without notice.

Upon request and by way of an additional invoice, the Service Provider can carry out additional technical assistance services for the Client and/or third parties appointed by it, within the framework of reversibility.

These assistance services shall be billed at the Service Provider's price in application at the time of reversibility notification.

ARTICLE 16. NON-SOLLICITATION CLAUSE

Each Party shall refrain from hiring, directly or via an intermediary, any employee from the other party, without prior formal agreement from the latter. This is valid

for the duration of the Agreement and for the twenty-four (24) months following its discontinuation.

Should one or other of the Parties fail to comply with this obligation, it shall compensate the other Party by immediately and upon simple request paying a lump sum equal to 6 times the employee's monthly gross pay at the time of their departure.

ARTICLE 17. CONFIDENTIALITY

This article completes Article 10 "Data Processing".

Each Party undertakes to (i) keep confidential all information it receives from the other Party and, notably, (ii) not to reveal the other Party's confidential information to any third party, other than employees or agents who need to know this information; and (iii) to only use the other Party's confidential information to carry out its rights and to meet its obligations under the terms of the Agreement.

Notwithstanding the above, none of the Parties shall have any obligations regarding information which (i) has become or becomes openly available irrespective of any fault by the Party receiving it, (ii) is developed independently by the Party receiving it, (iii) is known by the Party receiving it before the other Party reveals it, (iv) is legitimately received from a third party not subject to a duty of confidentiality, or (v) is revealed in virtue of the law or by court order (in which case, the information must only be revealed as required and after being informed in writing by the Party that provided it).

The Parties' obligations concerning confidential information shall remain effective throughout the duration of the Agreement and for as long as, after its termination, the information concerned remains confidential for the Party revealing it and, in any event, for five (5) years after the Agreement has ended.

Each Party shall have to return all copies of documents and media containing the other Party's confidential information, as soon as the Agreement ends, regardless of the reason. The Parties also undertake to ensure that their staff complies with these provisions, along with any agent or third party who may intervene within the framework of the Agreement.

ARTICLE 18. MISCELLANEOUS

Severability of clauses:

Invalidity, nullity, lack of compulsory enforcement or non-invocability of one or other of the provisions in the Agreement shall not lead to the invalidity, nullity, lack of compulsory enforcement or non-invocability of the other provisions, which shall

remain in full force and effect. However, the Parties may, by joint agreement, agree to replace the invalidated provision(s).

The Agreement is governed by French law. If the Agreement is written in several languages or translated, only the French version shall govern.

Address for service:

For the execution of this document and subsequent documents, the Service Provider gives its head office indicated at the top of this document as the address for service.

Differences - choice of forum clause:

In order to find a solution together to any disputes that may arise within the performance of this Agreement, the Parties agree to meet within fifteen (15) days with effect from receipt of a recorded delivery letter with acknowledgement of receipt sent by one of the two Parties.

IF, AFTER A NEW TERM OF FIFTEEN (15) DAYS, THE PARTIES CANNOT REACH AN AGREEMENT ON A COMPROMISE OR A SOLUTION, THE DISPUTE SHALL BE TAKEN TO THE RELEVANT COURT IN THE LOCATION OF THE SERVICE PROVIDER'S HEAD OFFICE.

Appendix 1 - Description of Application Services

Knock Saas Application Services:

- supervise systems, applications or computer platforms
- issue notifications regarding this supervision
- roll out and run an application Daemon on Client machines

Publisher - knock.center

Web portal - <https://knock.center>

The portal hosts the company Website. It also references public presentations and the associated profiles.

Appendix 2 - Technical and material pre-requisites

- a) From an Internet browser

The Application Services accessible online work from any computer, regardless of the operating system, with a recent Internet browser that complies with recent Internet standards.

The computer must have a broadband Internet connection.

The Website requires screen resolution of minimum width of 1280 pixels. However, a resolution of at least 1920x1080 pixels is recommended.

Internet browsers explicitly supported, in their most recent version, are:

Google Chrome

Mozilla Firefox

The browser must accept cookies in relation with the Solutions and authorise execution of JavaScript.

b) From a server

The application Daemon is available for any computer running one of the following operating systems:

- Debian 7, 64 bits
- Debian 8, 64 bits

The following pre-requisites are necessary:

- Broadband Internet connection
- Python 2.7
- Minimum hardware configuration: 1.5Ghz processor, 1G memory, 200MB disk space.
- Access to all privileges (operation with Debian / root user)