

License and Maintenance Agreement

BETWEEN THE UNDERSIGNED :

FIND & ORDER, simplified joint-stock company with capital of 59,877.13 euros, having its registered office at 16 place de l'Iris, Tower CB21, 92400 Courbevoie, registered at the RCS of Nanterre under the number 812 982 478 and represented by Mickael CARVALHO in his capacity as duly authorized President;

Hereinafter referred to as "FIND & ORDER" or the "Provider".

Firstly,

AND

[COMPANY], company [LEGAL FORM] with capital of [] Euros, having its registered office at [ADDRESS], entered in the Trade and Companies Register under number [certification number], represented by [NAME, LAST NAME], in its capacity as of [Function], duly authorized;

Hereinafter referred to as "The Customer".

On the other hand, FIND & ORDER and the Customer being hereinafter referred to individually or collectively as the "Party" or "Parties".

BEING FIRST EXPRESSED THAT:

FIND & ORDER's activity is the design, realization, modification, integration, marketing and maintenance of innovative IT solutions. It develops and distributes an indoor computer product localization solution (hereinafter referred to as "Software").

The Client's main activity is _____

The Client has used FIND & ORDER to create a software solution (hereinafter referred to as the "Solution") enabling its _____ located at _____

The Solution performed for the Customer requires the use of the Software to function. The Customer wishes to obtain a license on the Software, in order to use it internally within the framework of its Facilities.

The purpose of this agreement (hereinafter the "Agreement") is to define the terms of the license granted to the Customer for the use of the Software and the conditions for installing, operating and maintaining the Solution.

IN FOLLOWING WHICH THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

Solution: refers to the final product as issued by FIND & ORDER to the Customer. It covers the Software, Back Office and Mapping. The design and the different elements of the Solution are described in Appendix 2 of this Agreement.

Software: refers to the wayfinding, developed and distributed by FIND & ORDER, as presented by FIND & ORDER at the signing of the Agreement, as well as its Evolution, and associated documentation, in paper and / or electronic format. It is understood between the Parties that the Software is and remains the property of FIND & ORDER which grants the Customer a non-exclusive, non-assignable, non-transferable, non-sublicensable right of use and limited to the facility named in the contract.

Back Office: refers to the IT interface designed by FIND & ORDER and adapted for the Customer through the integration of the Customer's Mapping. The Back Office and its graphic contents, except mapping and data, are property of FIND & ORDER.

Mapping: refers to the set of two-dimensional or three-dimensional graphic elements representing the building. Mapping was designed by FIND & ORDER on behalf of the Client. It is the property of the Customer.

Data: refers to all data from the use of the solution in the facility by the users (number of use, most sought after products, ...). There is no collection of personal data by the Solution. The Data is the property of the Customer.

Changes: Refers to the enhancements, modifications or new versions of the Software and Back Office provided by FIND & ORDER as part of the Technical Support and Maintenance. Changes are considered part of the Software and Back Office.

Technical Assistance and Maintenance: means the technical assistance and maintenance services provided by FIND & ORDER, as defined in Article 8 of this Agreement. They comply with the applicable rules for technical assistance and maintenance defined in Appendix 3 of the Contract.

License: means the right of use, non-exclusive, non-assignable, non-transferable, non-sublicable, and limited to the facility designated in the contract, granted by FIND & ORDER to the Customer, on the Software and the Back Office during the term of the Agreement, as described in Article 5 of the Agreement.

Order: refers to the quotation sent by FIND & ORDER and accepted by the Customer.

Configuration: refers to the computer configuration required for the installation, use and operation of the Software.

Guidance: designates the calculation of a route between an origin and a destination and visual representation of it via the Mapping.

Reverse engineering : refers to the activity of studying an object to determine its internal function or manufacturing method.

Users: refers exclusively to the visitors of the Customer's facility who are authorized to use the Software. The number of users is unlimited.

ARTICLE 2 - CONTRACT DOCUMENTS

The agreement between the Parties is fully and exclusively represented by:

- This Agreement and any amendments thereto;
- Appendices :
 - o APPENDIX 1 - CONFIDENTIALITY AGREEMENT
 - o APPENDIX 2 - DESCRIPTION OF TECHNICAL SERVICE FIND & ORDER
 - o APPENDIX 3 - RULES APPLICABLE TO TECHNICAL ASSISTANCE AND OF MAINTENANCE

The Contract cancels and replaces all oral or written agreements that could have been concluded between the Parties in this respect and may only be amended by a new contract or endorsement concluded in writing and signed by the Parties. It is understood that the contractual documents explain each other. It is stipulated that the Contract will take precedence over the Annexes, which will have no primacy order between them.

ARTICLE 3 - DURATION

This Agreement shall enter into force on _____. It is hereby concluded duration of _____ years and may be renewed by mutual agreement of the Parties.

ARTICLE 4 - TERMINATION

In the event of total or partial non-performance by one of the Parties, the other Party may terminate the Contract by operation of law, after formal notice notified by letter recommended with acknowledgment of receipt remained unsuccessful within thirty (30) days from the date of notification. This provision neither limits nor excludes

damages for the benefit of the non-defaulting Party. As of the effective date of the termination hereof, the Technical and Maintenance assistance services on the Solution will be automatically suspended. In addition, upon termination of this Agreement, for any reason whatsoever, each Party will refrain from any act likely to harm the image and commercial interests the other Party.

ARTICLE 5 - LICENSE

By accepting the Customer's Order, the Company grants the Customer and the Group Casino the right of use, non-exclusive, non-transferable, non-sublicable, and limited to the building designated above in the preamble, of the Software, for its internal needs, for throughout the term of this Agreement and for the sole building/facility of the Customer. Regarding the scope of use of the Software, the rights granted include:

- the right of use, non-exclusive, non-transferable, non-prohibitive, and limited to the building, of the Software, in accordance with the terms of the Agreement and the documentation of the Software;
- the right of use, non-exclusive, non-transferable, non-prohibitive, and limited to the Software building under the terms of Article L122-6 of the Intellectual Property Code;
- the non-exclusive, non-transferable right to reproduce, process, qualify, enrich and deploy the Software by creating or transferring all data and all files, provided that the use of the Software by the Customer or the Casino Group, as specified above, is only authorized for the Store, and always in the conditions of the article L 122-6 of the Code of the property intellectual.

The granting of these rights is subject to the payment by the Customer of the royalty annual amount of _____ € (_____) excluding VAT, according to the terms and conditions in Article 6.

This License does not confer any exclusivity of any kind. The Company remains free to grant any type of license to third parties of his choice.

ARTICLE 6 - INVOICING

The Customer will pay the Provider each year the lump sum total of € _____ € (_____) in respect of the annual license fee for the Software.

These payments will be made by the Customer by bank transfer within sixty (60) days following the date of the invoices communicated by the Service Provider.

Invoices will be sent out in due time by the Service Provider at the following address:
_____.

In the event of non-payment within the aforementioned period, any amount due by the Client to the Provider, and not challenged by Customer, will bear interest at a rate equal to three (3) times the rate legal interest, from the first working day late, in addition to a lump sum for recovery costs of 40 €. In case of late payment, the Service Provider shall notify the Customer, without delay and in writing, the application of this clause.

ARTICLE 7 - COMMISSIONING THE SOLUTION

The Provider provides the Customer with the Software as detailed below:

- Step 1: Configuration of the Solution in the premises of the Provider then in the building of the Customer. At this stage, the Customer will not be able to require that the Software is fully operating. This step allows regular exchanges between the Customer and the Provider which may lead to technical adjustments of the Software.
- Step 2: After technical validation of the Customer building, the Solution will be delivered by the Provider in its final version, ie as it has been described in Appendix 2. This delivery of the Solution in its final version will lead to the signing of a statement.

ARTICLE 8 - TECHNICAL ASSISTANCE AND MAINTENANCE

Technical Assistance and Maintenance services are provided free of charge by FIND & ORDER under the conditions provided by the Applicable Rules of Technical Assistance and Maintenance (Appendix 3). The effective date of the Technical Assistance and Maintenance services runs from the end of the warranty period provided for in Article 11 of this Agreement and shall end on the effective date of the termination of the Contract.

The evolutions, provided as part of the Technical Assistance and Maintenance, are part of integral part of the Software and the Back Office.

In the event that the Software is installed directly at the Customer's premises, the Customer must install the Evolutions as soon as they are received.

8.1 Implementation of Technical Assistance and Maintenance

The Service Provider guarantees the Solution complies with the functional characteristics agreed between the Parties.

As such, the Service Provider will intervene, at no cost to the Customer, for the duration of the Contract, to correct the anomalies reported by the Customer.

FIND & ORDER may use the technical information provided by the Customer as part of the Technical Assistance and Maintenance to keep improving and developing its software.

ARTICLE 9 - SUB-TREATMENT

FIND & ORDER can not under any circumstances subcontract the services subject of the Contract without the express and prior agreement of the Customer.

The use of one or more subcontractors will not in any way reduce the liability of FIND & ORDER to the Client under this Agreement, FIND & ORDER remaining liable for the Contract and remaining the exclusive contact of the Client.

ARTICLE 10 - INTELLECTUAL PROPERTY

Each Party declares to be the holder or to have a valid license from all intellectual property rights necessary for the fulfillment of this Agreement.

Notwithstanding the other stipulations of the Contract, no intellectual property right belonging to one of the Parties or developed or acquired outside the scope of the Services as defined in this Agreement will not be assigned under this Agreement. The Client and FIND & ORDER therefore retain full intellectual property rights they own.

Nothing in this Agreement may be interpreted as implying the explicit or implicit transfer of such intellectual property rights. FIND & ORDER is committed to respecting intellectual and industrial property rights and ensure that the Solution does not infringe the rights of third parties.

The Customer agrees to respect the intellectual property rights of FIND & ORDER. To do this, he undertakes:

- Not to take to pieces or perform any reverse engineering operation on the Software, subject to compliance with Article 122-6-1 of the Code de la Propriété Intellectuelle ;
- Not to modify the Software;
- More generally not to copy, reproduce, represent or use the Software for purposes not expressly stated in the Contract.

FIND & ORDER warrants the Client against all unrest, claims, evictions, remedies or actions that could be formed in any capacity and by any third party, because of Customer's use of the Solution.

Nevertheless, FIND & ORDER is under no obligation to indemnify or defend the Client in the following cases:

- if the Software is modified or altered by anyone other than FIND & ORDER;
- if the Software is used other than within the scope of use mentioned in the Software documentation or in this Agreement;
- if the Customer continues to use a version of the Software that has been superseded and / or is obsolete while FIND & ORDER alerted the Client that the new version was due serve to prevent a risk of counterfeiting;
- whether the infringement action is based on integration, illegal or contravening provisions of this Agreement, of the Software in products or services not provided to the Client by FIND & ORDER.

In the event that counterfeits or acts of unfair competition come to light, FIND & ORDER undertakes to provide the Customer with its assistance, especially in courts, to take it up and guarantee in the event that the Client (or any of the company mentioned in Article 14 of this Contract) would be challenged and to cover all costs and convictions that may result.

To the extent that FIND & ORDER recognizes or assumes that the Solution (including Evolution of the Software) is infringing, FIND & ORDER may, under its sole responsibility and at his own expense:

- modify the Solution so that it is no longer counterfeit, it being specified that this modification must not call into question the functionalities of the Solution;
- replace the Solution or the disputed element with software or a non counterfeit, equivalent or superior features in performance;
- or obtain the rights of use so that the Customer can continue to exploit the Solution in accordance with the terms of the Contract.

In addition, if it is impossible for the Customer to continue using the Solution, FIND & ORDER will endeavor to provide the Customer with an equivalent solution, or failing that, shall provide the Client with reasonable compensation in relation to the loss that has resulted.

ARTICLE 11 - GUARANTEE

FIND & ORDER guarantees the Software's compliance with the Customer's Order as defined in Appendix 2 of this Agreement. As such, the Service Provider will intervene, at no cost to the Client, for a period of six (6) months from the date of signing of the Software Release Report in its version to correct any malfunction reported by the Customer during this six-month period. (6 months).

FIND & ORDER undertakes to remedy any malfunction that may occur on the Solution within the deadlines and according to the modalities foreseen in Appendix 3.

This contractual warranty will not apply:

- i) In case of improper use of the Software by the Customer,
- ii) In case of modification of the Software by the Customer without the prior written consent of FIND & ORDER.

Once the six (6) month warranty period has expired, the support provisions as part of the Technical Assistance and Maintenance Requirements set out in Appendix 3 of this Agreement will come into effect.

ARTICLE 12 - LIABILITY - INSURANCE

The Service Provider is fully liable to the Customer and any third party for damages likely to be caused to them by themselves or their servants or any other persons to whom he would appeal to assist him, and / or damages resulting from the Contract and / or damage caused by the Solution.

The liability of the Service Provider cannot be accepted, if the damage invoked by the Customer results a proven breach by Customer of its obligations under this Agreement.

The Service Provider must subscribe and maintain throughout the duration of the Contract, at its own expense, for sufficient amounts of the necessary insurance policies from well-known companies solvable to cover the liabilities and the damages which it could incur due to the fulfillment of this contract. The Service Provider must also subscribe to all the insurance policies of damage covering loss, theft, damage to the Contractor's hardware and software solutions throughout the duration of the Contract. The Provider will give up and get his insurers to give up all actions against the Customer and / or its subsidiaries, sister companies, as well as its directors and agents or its Insurers for damages to its hardware and software solutions. The provider undertakes to submit, at least the certificates of liability insurance or rendered required by law, in the letterhead of the insurance company, before the signing of the Contract and / or at first request of the Customer. The insurance certificates provided must include the following amounts guaranteed per claim and per year.

ARTICLE 13 - FORCE MAJEURE

Each of the Parties cannot be held responsible for a breach of any of the obligations imposed on it by the Contract resulting from the occurrence of a case of force majeure, as defined by Article 1218 of the Civil Code, under However, the Party invoking such a case shall notify the other Party of its existence as soon as possible, that it shall do its best to limit its consequences and finally resume the performance of the Contract immediately after such case of force majeure has disappeared.

ARTICLE 14 - SUBSTITUTION

The Customer may substitute in a general or ad hoc manner any company controlled directly or indirectly by the Customer within the meaning of Article L. 233-3 of the French Commercial Code or any company directly or indirectly controlling the Client or any company directly or indirectly holding a portion of the share capital of the Client.

This option of substitution may be exercised at any time by the Client, on simple information to the Provider.

ARTICLE 15 - COMMUNICATION

The Parties may communicate on the Solution as follows:

- Any communication will be able to take place only from the date of inauguration of the Solution in the building, that is to say _____ ;
- FIND & ORDER will not be able to communicate on the service rendered to the Client, nor to quote the Client and / or its holding as commercial reference, without having previously received an express agreement, as well as a validation of its communication;
- FIND & ORDER will have the opportunity to visit the building with its customers for presentation of the Solution, according to the terms agreed in advance with the Customer (making prior appointments, confidentiality with regard to other technologies used in the building and Customer data, ...).

ARTICLE 16 - WAIVER

Failure by one Party to rely on a breach by the other Party of any of the contractual obligations shall not be construed as a waiver of the obligation.

ARTICLE 17 - APPLICABLE LAW, DISPUTES AND JURISDICTION

This contract is subject to French law. In the event of a dispute arising between the Parties regarding the validity, performance or interpretation of the Contract, the Paris Commercial Court shall have sole jurisdiction.

Made in the

In two copies, one of which is given to each Party,

<p>Signature for the Customer:</p> <p>Last name First Name : _____</p> <p>Quality: _____</p> <p>Date: _____</p> <p>Customer's commercial stamp:</p>	<p>Signature for Find & Order:</p> <p>Last name First Name : _____</p> <p>Quality: _____</p> <p>Date: _____</p> <p>Customer's commercial stamp:</p>
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On each page, the signatories must not omit to affix their initials. The Parties will not fail to complete and duly sign the Appendices.

APPENDIX 1 : NON-DISCLOSURE AGREEMENT

Article 1: object

The purpose of this Non-disclosure Agreement (hereinafter, the "Agreement") is to define the terms and conditions for the communication of information between the Parties, and to set the rules for the protection and use of the confidential information the Parties wish to exchange. Each Party hereby undertakes to maintain confidential treatment of information provided by the other Party in the context of their cooperation.

Article 2: Definitions

In this Agreement, the following words and expressions have the meanings assigned to them below:

Agreement: refers to this Non-disclosure Agreement.

Party: means the Parties to this Agreement who communicate and receive confidential information and are bound by the obligation of confidentiality.

Confidential information: refers in a non-limiting way to information of any nature, including technical, commercial, know-how, plan, drawings, reports, computer data and archives, mutually exchanged by the Parties by any means, and that identify, expressly or indirectly, as confidential as soon as it is disclosed or at the latest within thirty (30) days thereafter, throughout the term of this Agreement, and if applicable five (5) years after its termination if it occurs before the expiration of the Agreement.

The very existence of this Agreement is confidential information as defined above.

Article 3: Duration of this Agreement

This Non-disclosure Agreement shall enter into force on the date of its signature by the Parties.

The confidentiality provisions of this Agreement will apply throughout this period, and for five (5) years after termination for any reason.

Article 4: Obligation of secrecy and confidentiality

The Parties acknowledge that the information provided in the course of their collaboration is of a confidential nature (hereinafter referred to as "Confidential Information"), and they agree not to disclose it.

The Confidential Information communicated by the Parties belongs to the Party from which it originates.

No Confidential Information may be communicated to a third party without the written consent of the Party transmitting the said information.

The Parties undertake not to use or disclose the Confidential Information they receive during the term of this Agreement, and for a period of five (5) years from the date of termination of this Agreement.

The Parties undertake to take all necessary measures to ensure that the confidential information transmitted is neither disclosed nor assigned. They undertake to bring to any Confidential Information at least the same attention as that with which they protect their own information.

The Parties also undertake to ensure compliance with this Agreement by their employees.

The Parties undertake to use Confidential Information only in order to achieve the objectives of their collaboration, and not to use it for other purposes and to ensure that it is only knowledge of the persons to whom they are strictly necessary for the accomplishment of their collaboration. The Confidential Information must be communicated only to the members of the staff or collaborators who have to know them for the purpose of the collaboration of the Parties. The use of Confidential Information must thus be limited to the conduct of the collaborative project between the Parties.

Article 5: Exceptions to this Agreement

The provisions of this Agreement do not apply to the following information:

- Information in the public domain, or which subsequently falls into the public domain without any failure to fulfill its obligations on the part of the receiving Party;
- Information that is known or made known to the public without the fault of the Party receiving it;
- Information that is known to the receiving Party before the disclosing Party has communicated it, on the basis of the previous record of the Party receiving it;
- Information which is brought to the attention of the receiving Party by a disclosure of a third party entitled to disclose it;
- Information with written permission to publish or use the transmitting Party;
- Information which had to be communicated by court decision or in accordance with an administrative decision.
- In the event that any part of Confidential Information falls into one of the exceptions mentioned above, the remaining Confidential Information shall continue to benefit from the protection of this Agreement.

Article 6: Sanctions

Any breach by either Party of any provision of this Agreement shall require that the Party shown to have committed the breach pay to the other Party compensation compensatory action, without prejudice to any action for compensation for the consequential damages brought by the Grievor.

Thus, the Party receiving Confidential Information, who uses or discloses it in violation of this Agreement, shall indemnify the other Party for any direct or consequential loss or damage resulting therefrom, thereby compensating for the harm suffered, whether pecuniary or moral.

In addition, the breach by either Party of the terms of this Confidentiality Agreement will result in the other Party being able to terminate this Agreement with immediate effect. The confidentiality obligation will nevertheless survive the Parties for a period of five (5) years from the termination of the Agreement.

Article 7: Return and destruction of confidential information

In the event of termination and termination of this Agreement, each Party undertakes to provide the other Party with all Confidential Information belonging to it, or to certify its destruction.

Thus, the Confidential Information, as well as any reproduction thereof exchanged by the Parties under this Agreement, shall be returned to the Party that disclosed or destroyed it, in which case the Party that destroyed the Confidential Information shall undertake to provide the other Party with a certificate of destruction.

The request for restitution or destruction of the Confidential Information will be made by simple written request, in the thirty (30) days following the expiry or the termination of the Agreement.

Article 8: Disputes and Applicable Rights

Both Parties agree that this Agreement is subject to French law. They express their agreement, in the event of a dispute over the execution and / or the interpretation of this Agreement, and in the absence of an amicable solution, to submit the dispute to the Paris Commercial Court, even in the event of a plurality of defendants or collateral, emergency procedures or precautionary procedures.

APPENDIX 3 : RULES APPLICABLE TECHNICAL ASSISTANCE AND MAINTENANCE

The Service Provider guarantees the conformity of the Solution with the functional and technical characteristics planned between the Parties.

As such, FIND & ORDER undertakes, for the duration of the Agreement and at no additional cost to the Customer, to provide the Customer with the Technical Assistance and Maintenance Service defined below to correct the malfunctions of the Solution in accordance with the provisions of this Appendix.

Article 1 - Scope and nature of the technical assistance and maintenance services

FIND & ORDER undertakes:

- to keep the Solution in good working order;
- to assist the Customer in the use of the Solution;
- to correct any anomalies in the operation of the Solution, whether critical, major or minor;
- to assist the Customer to return the Solution in good conditions of use following an accident caused by a malfunction;
- to inform the Customer of all changes made to the Software, to make available to the latter and to provide him with any documentation on this subject;
- to carry out the revision of the Software (modifications, adaptation, development ...) imposed by a change in the regulations in force provided that the system installed at the Customer allows it.

	Level 1 (Critical)	Level 2 (major)	level 3 (minor)
Characteristics of the anomaly	Reproducible dysfunction totally blocking the functioning of all or part of the Solution. This degree of urgency can only be attributed to problems encountered with software already installed and in production or in "real" environment.	Non-blocking reproducible dysfunction significantly impairing the normal functioning of all or part of the Solution.	Non-blocking reproducible dysfunction affecting the normal operation of a feature of the Solution, but without paralyzing its operation.
Response time	4 business hours on the time slot 9am-7pm	4 business hours on the time slot 9am-7pm	24 business hours on the time slot 9am-7pm

Resolution time (from the sending of the answer mentioned in the previous line)	24 business hours	48 business hours	96 business hours
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FIND & ORDER undertakes to provide a solution to the requests for Technical Assistance and Maintenance within the deadlines indicated above. These delays vary according to the degree of seriousness of the malfunction.

FIND & ORDER will keep in regular contact with the Customer until the problem is solved.

If it is impossible for FIND & ORDER to find a solution, the Software will be replaced without charge and without delay by FIND & ORDER with a similar software.

In the event of a transfer of a technician of the Company to the Customer for reasons not attributable to the Solution, the Company will invoice the Customer in proportion to the time spent (150 € HT / hour).

Services not included

FIND & ORDER will not be required to provide Technical Assistance and Maintenance services in the following cases:

- failure to install Evolutions by the Customer;
- modification of the Software by the Client without authorization from FIND & ORDER;
- non-respect of the technical prerequisites;
- technical problem related to electrical or computer connectivity in the Customer building;
- problem related to the hardware hosting the Software, for example the components of a terminal and its operating system.

In no case may be included in the provision of Technical Assistance and Maintenance:

- the development of new programs requested by the Customer;
- Additions or modifications to existing programs not required by a change in the regulations in force or by a dysfunction or an anomaly of the Solution;
- the training of the Customer's staff involved in the Solution;
- the intervention on software other than that specified and that operate in chaining with the Software;
- modification to the Software for use on other equipment than intended.

Services not expressly provided in the list of services may be provided by FIND & ORDER as additional services. They will lead to the production of a quote to be signed by the Parties. FIND & ORDER reserves the right not to support these additional services.

Article 2 - Procedures for intervention contacts

In the event of a malfunction detected by the Customer on the Solution, the Customer undertakes to warn FIND & ORDER, from Monday to Friday, from 9am to 7pm (French time), by telephone (+33 7.83.93.25.66) or by email to the following address: support@findnorder.com.

FIND & ORDER will take note of any such notifications made by the Customer and provide an answer within the deadlines indicated above.

In the event of a malfunction detected by FIND & ORDER on the Solution, FIND & ORDER will immediately inform the Customer at the following address:
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FIND & ORDER is committed to finding a solution within the intervention times mentioned above.

The FIND & ORDER contact will be:

- Mickael CARVALHO,
- mickael.carvalho@findnorder.com,
- +33 7.83.93.25.66.

The Customer contact will be:

- Name : _____
- Email : _____
- Phone number : _____

Form of intervention

The Customer undertakes to allow FIND & ORDER to access the Solution, remotely by telephone and / or in the Customer building, as part of the Technical Assistance and Maintenance.

In the event of necessary intervention on site, FIND & ORDER must first inform the facility manager or the person in charge of the building, of the intervention of a technician.

FIND & ORDER undertakes to ensure that its teams adhere to the "Non-disclosure Agreement" signed between FIND & ORDER and the Client, as well as, during interventions in the Customer's building, the Customer's internal regulations.

The Customer undertakes to provide FIND & ORDER with the time slots required for the maintenance intervention and to allow the staff sent by FIND & ORDER to access to the equipment.

The Customer must give him sufficient space and provide him with the necessary assistance and maintenance. Interventions will be performed by FIND & ORDER technicians during regular business hours of nine consecutive hours between 9 am and 6 pm on Monday to Friday business days (French time).

FIND & ORDER shall under no circumstances subcontract the services subject of the Contract without the express prior consent of the Customer. The use of one or more subcontractors shall not in any way diminish FIND & ORDER's liability to the Client under this Contract, FIND & ORDER remaining liable to the Client for the performance of the Contract and remaining its exclusive interlocutor.

FIND & ORDER is responsible for all damage caused by its staff and that of any subcontractors in the Customer 's building.

Article 3 - Obligations of the Customer

3.1. The Customer agrees to respect the normal conditions of use of the Software, to strictly follow the instructions given by FIND & ORDER and to comply with all the provisions of this Agreement.

3.2. The Customer will be required to accept any revision of the Software proposed by the FIND & ORDER and necessary for the proper operation of the Solution. Only the latest version of the Software will be maintained.

3.3. The Customer agrees that any installation of a new version, any revision and any intervention concerning the Software shall be entrusted exclusively to FIND & ORDER.

Article 4 - Financial flows

Technical Assistance and Maintenance services are provided free of charge by FIND & ORDER under the conditions provided for in this Agreement.