

## INTRODUCTION

BITTLE Company publishes an internet PLATFORM for the development and provision of statistical reports and dashboards based on results supplied by third-party products with which BITTLE has developed a connector.

The following Terms of Use govern the use of the entire PLATFORM accessible through <http://www.bittle-solutions.com>. These Terms of Use are agreed between:

- BITTLE SAS with share capital of EUR 73 075, registered in Aix-en-Provence RCS with registration number 518 331 095. The head office is located at 235 rue Denis Papin – Domaine du Tourillon – Bâtiment C - 13857 AIX-EN-PROVENCE Cedex 03 - France (“the Company”, or “BITTLE”),

And

- The VISITOR or the USER

Together referred to as the “Parties”

### **IMPORTANT**

**ANY USE FOR WHATEVER REASON OF THE PLATFORM AUTOMATICALLY IMPLIES ACCEPTANCE BY THE USER WITHOUT RESERVATION, OF THE FOLLOWING TERM OF USE (TOU).**

## ARTICLE 1 - DEFINITIONS

- **DATABASE:** means all data imported created or received by the USER through the use of the PLATFORM. These data belong to the USER and are hosted by BITTLE during the execution of this contract.
- **ACCOUNT:** refers to the interface in which all the data supplied by the USER is hosted on the PLATFORM.
- **USERS:** refers to any VISITOR who registers on the PLATFORM in order to use any service offered by BITTLE.
- **SERVICES:** means all services provided by the use of the PLATFORM and described in Article 4 of this contract.
- **PLATFORM:** refers to the website at URL <http://www.bittle-solutions.com>. The PLATFORM refers to and includes all the web pages hosted and services provided to USERS and VISITORS including DATABASES.
- **VISITORS:** refers to any person that accesses or navigates around the PLATFORM.

## ARTICLE 2 - RIGHTS OF USE

BITTLE grants the USER a non-exclusive and not transferable for free license to use the PLATFORM and related SERVICES. The license is granted only for the USER. He can under no circumstances sell, transfer, delegate or sublicense to a third-party directly or indirectly in any manner without the prior written consent of BITTLE.

---

## ARTICLE 3 - REGISTRATION CONDITIONS

### 3.1. Account set up

#### ■ Capacity

USERS must be physical persons over 13 of sound mind, or any corporate body acting through a physical person, legally authorized to contract in the name and for the account of the corporate body.

BITTLE reserves the right, at its complete and sole discretion, to refuse registration to any person that does not comply with the spirit of the PLATFORM or harms or could harm BITTLE's brand, image or reputation.

#### ■ Duty of Loyalty

During registration and throughout the duration of the use of the PLATFORM, USER agrees to provide BITTLE accurate and fair personal details.

In the event that USERS do not fulfill this commitment, BITTLE reserves the right, at its complete and sole discretion to close the USER's ACCOUNT without prior notice.

#### ■ Login

The USER shall choose, on its own responsibility, a username and password which are personal to him. The login is formed by the e-mail address of the USER provided during the registration. The choice of the login must occur in accordance with the current laws in particular relating to identity theft (article 434-23 of the French Penal Code) or infringement of trademark or copyright (article L.335-2 or L.713-1 and following ones of the French Intellectual Property Code).

Any access of the USER's ACCOUNT using the USER's email address and password will be assumed to be by the USER himself.

Assuming he has knowledge than another individual access his ACCOUNT, the USER will inform BITTLE without delay and will confirm this information by mail.

All new ACCOUNTS require the USER to provide a valid email address.

#### ■ Number of ACCOUNTS

The number of ACCOUNT per USER depends on the PLATFORM version chosen by the USER: from two for the free version to an unlimited number for the others.

The act of creating or using more ACCOUNTS than permitted by the PLATFORM version, under his own or third-party identity, without having asked and obtained permission from BITTLE may result in suspension and/or immediate termination of the ACCOUNT and SERVICES.

### 3.2. ACCOUNT validation

After validation of his ACCOUNT by BITTLE, the USER has access to all the SERVICES offered to him by the PLATFORM version chosen. The USER is the only responsible for his use of data obtained from the use of the PLATFORM.

BITTLE reserves the right to delete or modify any data which, in the sole opinion of BITTLE, does not comply with the spirit of the PLATFORM.

The last step of ACCOUNT validation is for BITTLE to validate the email address provided during registration. If the email address provided is not valid,

the ACCOUNT is automatically deleted.

#### ARTICLE 4 – OPERATION OF THE PLATFORM

Four versions of the PLATFORM are available: Xpress, Pro, Enterprise and BittleGoBig™. The number and the scope of the SERVICES depend on the version chosen by the USER.

##### 4.1 Xpress version

Xpress version includes following SERVICES:

- 10 000 stored rows
- 2 on-premise connectors
- 50 views / month
- Unlimited web connectors and metrics
- Tutorials + Chat + e-mail.

The USER of the Xpress version expressly acknowledges to be informed that BITTLE reserves the right to modify and / or delete, temporally or permanently, all or part of SERVICES offered in the Xpress version without the USER of this version can ask any consideration.

The transition from an Xpress version to another BITTLE version leads closing ACCOUNT used for the Xpress version.

A user of the Xpress version can ask for a 14 days trial period of the Pro version directly in his account. At the end of this trial period, it won't be possible to go back to the Xpress version.

##### 4.2 Pro version

Pro version includes following SERVICES:

- 200 000 stored rows
- 3 on-premise connectors
- 500 views / month or 7 500 views / year
- Unlimited web connectors and metrics
- Tutorials + Chat + e-mail & phone

##### 4.3 Enterprise version

Enterprise version includes following SERVICES:

- 500 000 stored rows
- 6 on-premise connectors
- 1 000 views / month or 15 000 views / year
- Unlimited web connectors and metrics
- White label
- Mobile version
- Tutorials + Chat + e-mail & phone

##### 4.4 BittleGoBig™ version

BittleGoBig™ version includes following SERVICES:

- From 5 milion stored rows
- From 20 on-premise connectors
- From 50 000 views / month
- BigData connectors
- Mobile version
- Tutorials + Chat + e-mail & phone

The exact number and the definition of the SERVICES is available on the PLATFORM at the address: <http://www.bittle-solutions.com>

Only the information on the SERVICES communicated on this page are opposable to BITTLE.

- Not post any information which conflicts with any laws regulations or good practice in force at the time.

## ARTICLE 5 OBLIGATIONS OF THE PARTIES

### 5.1 Obligations of the USERS

While using the PLATFORM, every USER commits not to harm public order and to conform to all relevant laws in force at the time, respect third party rights and these TOU.

Each USER must:

- Act in an honest and truthful way and with reasonable and due care in relation to BITTLE and third parties.
- Be honest and truthful in relation to information provided to BITTLE and third parties.
- Respect BITTLE and third parties' rights, notably business rights and confidential information related to the companies.
- Use the PLATFORM in accordance with the purpose described in these TOU.
- Use the PLATFORM for its intended purposes at all times and not contravenes any criminal or other law within the relevant jurisdiction.
- Respect third parties' rights to privacy.
- Not attempt to divert Internet users to another website or a competitor's service.
- Not attempt to harm, in terms of the articles 323-1 and pursuant to the Criminal Code, the automated data systems put in place for use on the PLATFORM.

### 5.2 Obligations of BITTLE

BITTLE does not have any obligations of specific performance or service of any kind.

BITTLE will use its best endeavors to ensure continuity of access and use of the PLATFORM 24 hours a day, 7 days a week, except for any failures or maintenance operations.

BITTLE is a web host as defined by article 6 I 2) of the law of the 21st of June 2004. Based on BITTLE's role, BITTLE will promptly withdraw any content which is clearly illicit as soon as is practicable after BITTLE becomes aware of such content.

The notification of obviously illicit content can be made to the following address [contact@bittle-solutions.com](mailto:contact@bittle-solutions.com) or by priority mail. In both cases, for the notification to be valid, it must include all items set out in article 6 I 5 of the law of the 21st of June 2004, as follows:

- The date of notification;
- If the applicant is a physical person: first name, surname, job position, home address, nationality, date and place of birth; if the applicant is a corporate body: its legal form, company name, head office and legal representative;
- Name and address of addressee or, in the case of a corporate body, its company name and head office;
- Description of content considered illicit and precise location on the site;

- Motives justifying the withdrawal of the content, including the reference to applicable law and regulation and justifications of the facts;
- Copy of the mail sent to the author or editor of the information or illegal activities requiring termination, withdrawal or modification, or justification that the author or editor has not been reachable.

#### ARTICLE 6 RESPONSABILITY

BITTLE is not liable:

- in the event the PLATFORM is inaccessible because of technical problems, maintenance of the PLATFORM or updating of published information;
- in the event of attacks by viruses or computer hackers;
- for any incomplete or fake information submitted by a USER or in case of publication of protected or confidential information which is the subject of a confidentiality clause or professional confidentiality;
- for any abnormal or illicit use of the PLATFORM. The USER is therefore solely responsible for any and all damages to third parties and subsequent claims as a result of such use and any consequences which may result.

In all the cases, the USER will be required to show proof of any negligence on the part of BITTLE before any responsibility can be considered by BITTLE. BITTLE's liability will be strictly limited to direct damages.

#### ARTICLE 7 - PROTECTION OF PERSONAL DATA

As part of its business, BITTLE has to collect personal data as defined in the French law of January 6, 1978. The purpose of this collection and treatment that follows is the management of customers and prospects as provided in the Standard NS-48.

The shelf life of the USER personal data is limited to the duration of the USER registration on the PLATFORM. The PLATFORM and processing of personal data that follows are the subject of a statement to the French Commission Nationale Informatique et Libertés under number 1420957.

People whose personal data are processed has access rights (Article 39 of the French Data Protection Act), to correct (Article 40 of the French Data Protection Act) to object (Article 38 of the French Data Protection Act) the processing of their personal data.

These rights may be exercised in accordance with the Franc Law of January 6, 1978, as amended by the Act of August 6, 2004 by request via e-mail to [contact@bittlesolutions.com](mailto:contact@bittlesolutions.com) or by paper mail to the address listed in top of this contract.

#### ARTICLE 8 - INTELLECTUAL PROPERTY

The brands, logos, slogans, graphic designs, photography, animations, videos and texts included on the PLATFORM are the sole property of BITTLE or its authorized Partners and cannot be duplicated, used or represented without the express authorization by BITTLE or one of its authorized Partners. BITTLE reserves its right to enforce this by all legal channels available.

Any total or partial duplication of the PLATFORM or its Content, by any means or in any form, without the express and prior consent of BITTLE is strictly forbidden and will be considered an infringement of intellectual property rights and punishable in terms of articles L.335-2 and pursuant to articles L.713-1 and the Code of intellectual property.

The insertion of deep links to a page on the PLATFORM without the express and written consent of BITTLE is forbidden.

BITTLE expressly forbids:

1. The extraction, removal or copying, of the whole or part, qualitatively or quantitatively, of any substantial content in BITTLE's database by another PLATFORM, by any means;
2. The replication, for public use, of any part or whole of the content in BITTLE's database, whether qualitative or quantitative in nature, irrespective of form.

#### ARTICLE 9 MODIFICATION

BITTLE reserves the right to modify these TOU at any time. Any changes made will be enforceable from the first day of the month following their publication.

The modified TOU will apply to all new registrations made after the publication of the revised TOU.

Any Free Version User registered after the TOU are modified can close their ACCOUNT at any time in the manner set out in article 10 TERMINATION.

For other versions USERS, the possibility of termination will be considered of changes to the new TERMS OF USE involve changes of the contractual relationship.

#### ARTICLE 10 TERMINATION

The duration of the present contract depends on the version of the PLATFORM chosen by the USER:

- Indefinite duration for the Xpress version of the PLATFORM. Consequently, each of the PARTIES can end the present contractual relation without motive.
- Definite duration determined in the General Conditions of Sale for the Pro and Enterprise versions.

Without prejudice to the other clauses contained in these TOU, BITTLE reserves the right to terminate the USER's account without notification or formal notice in the case of serious breach of trust by the USER in relation to whatever obligations they had.

Without prejudice to other clauses contained in these TOU, in the case of a serious breach of trust by the USER in relation to whatever obligation they had, BITTLE will be able to terminate the USER's account if, after fifteen (15) days after having sent the USER an email notifying them of the serious breach of trust and requesting that they comply with the TOU, they do not comply.

The USER will be terminated without prejudice to any claim that BITTLE could make against the USER or their beneficiaries and legal representatives

---

for damages or compensation as a result of such breach of trust.

The USER will be alerted by email of the termination of their ACCOUNT or the removal of their ACCOUNT. Their data will be deleted upon their request or after the expiry of any period required by law or regulation commencing on the day of termination of their personal ACCOUNT.

To comply with data retention periods, where USER has not been logged to his Xpress version ACCOUNT for over one (1) month, an email is automatically sent to ask if he retains or not his ACCOUNT.

If no reply within thirty (30) days, the USER ACCOUNT will be automatically terminated and his personal data and data resulting from the use of the PLATFORM will be automatically destroyed.

On previous proposal, BITTLE will send a copy of the USER data in its possession, in the format of their choice.

It is however clear whether the USER has not expressed its intention to obtain a copy of his data within five (5) days of termination, BITTLE may proceed with his destruction.

#### ARTICLE 12 GENERAL

No indication, representation or document will create any obligations not included in these TOU, unless the PARTIES have signed an agreement.

In the event that one of the PARTIES does not enforce one of the clauses included in these TOU, either permanently or temporarily, this does

not imply that they have given up the clause.

In the event of disagreement between the interpretation of any of the titles of the clauses in these TOU, and the clauses themselves the titles will be declared null and void. In the event of disagreement within a clause as a result of the titles within these TOU, the titles will be declared null and void.

If one of the clauses contained within these TOU would be considered as null and void in the eyes of the law or regulation in force at the time, or a legal decision being res judicata, that clause will be considered as if it had not been written and will not affect the validity of other clauses in these TOU, which will remain valid and enforceable.

These TOU shall be governed by the laws of France.