

MIDDLE VR 2.0 – GENERAL TERMS AND CONDITIONS OF SUPPORT

Article 1 - Support agreement

The present General Terms and Conditions of Support defines the conditions under which a Customer which has entered into a Software License agreement with the Licensor will also benefit from support services for the Software licensed. These General Terms and Conditions of Support prevail on any general or particular condition, order form or other documents of the Customer.

Except when defined differently in the present agreement, the terms stipulated in capital letter in the present General Terms and Conditions of Support shall have the same definition as given in Article 1 of the General Terms and Conditions of License.

Article 2 - Conditions of use of the Software

In the context of the present General Terms and Conditions, are solely covered the services of support of the Software used in accordance with its Documentation and the recommendations of the Licensor.

The following services are excluded of the support agreement, this list being not exhaustive:

- creation, personalization and modification of states, documents and screens,
- modification of parameterizations or parameterization of new functionalities,
- backup/recovery of data,
- support on the equipment's and accessories,
- functioning and performance of the network, the peripheral devices and the data base,
- major upgrade maintenance services, versus minor maintenance services in 2.x format,
- provision of updates to a major version, versus minor updates, or provision of new versions of the Software,
- maintenance of modifications or updates made without the authorization of the Licensor,
- assistance or maintenance of any software provided by a third party or designed by the Customer itself and more generally any software which is not the subject of the License agreement.

Article 3 - Conditions of support

In addition to free and unlimited access to the FAQ, 24 hours a day and 7 days a week via the web site <https://support.middlevr.com>, the Customer benefits of a dedicated assistance reachable exclusively by email from 9am to 6pm (Paris time) from Monday to Friday at the following email address: support@middlevr.com

The Customer must define a **Technical Referent** who will centralise all support requests.

In the context of the dedicated assistance service, the Customer via his **Technical Referent** shall benefit from a support service package comprising alternatively 10 support **Incidents** or **Questions** or 4-hour assistance. If the Customer used its whole support service package, either by using all the 10 support Incidents, Questions or the 4-hour assistance comprised in its package, the Customer must pay a new support service package to continue to benefit from the dedicated assistance service. A single support **Incident** is, in the context of the support service agreement, an issue that focuses on one aspect of the licensed Software – e.g. “*I ’m having problems installing the license provided by the editor*”, “*I’m having problems adding the MiddleVR package for Unity into my Unity project*” or “*I want to know how to grip the objects*” (an “**Incident**”). A single support Question is, in the context of the support service agreement, any questions or advice regarding the creation of an application to use with MiddleVR (A « **Question** »)

While an issue rose may involve other aspects of the licensed Software, addressing other aspects constitutes a separate issue and requires an additional support Incident. When addressing the Customer's issue, the Licensor shall determine if it characterises a single support Incident and communicate this to the Customer via his **Technical Referent**. In the same way, the Licensor shall inform the **Technical Referent** of the length of time necessary to address the Customer's issue. The Licensor will make its best efforts to resolve the issue, but the Licensor cannot guarantee that the issue will be resolved.

Helpline services or on-site interventions are specific services which may be provided by the Licensor only on the basis of a specific order of the Customer and not on the basis of the present General Terms and Conditions of Support.

o Exclusions:

The Licensor shall not provide support services in the following cases:

- not reproducible anomaly on the Software version subject of the License agreement,
- request of intervention on previous versions of the Software,
- use of the Software not complying with the Documentation and, in particular, violations of the recommendations by the Customer,
- continued use of the Software without the agreement of the Licensor following an incident,
- modification of the Software by the Customer or a third party without the agreement of the Licensor,
- change of all or part of the equipment or peripheral software rendering them incompatible with the Software, except with the Licensor's prior written consent,
- default of the computer, its peripheral devices or of the Customer's network preventing a normal functioning of the Software.

In the event of the occurrence of an event of force majeure. By force majeure is meant: A « force majeure » event is for instance:

- 1) technical and economical unfeasibility
- 2) procurement impossibility,
- 3) war or revolution,
- 4) strike,
- 5) total or partial destruction by fire, flood, explosion, earthquake or sabotage of the necessary facilities,
- 6) slump or impossibility to sale,
- 7) severe telecommunication problems, for whatever reason,
- 8) government-imposed restrictions or legal restrictions,
- 9) and such other calamities.

The Licensor may suspend or terminate Customer's support agreement attached as Exhibit A due to Force Majeure if all other conditions are satisfied, without indemnity.

In case of force majeure, the party affected shall notify it in writing to the other party and do its best efforts to settle or limit the consequences of the event, with a view to resume the execution of its contractual obligations as soon as possible.

As a first step, the event of force majeure suspends the execution of the License agreement, if the event perpetuates beyond one (1) month delay, the parties already agree to terminate the License agreement, without indemnity.

Moreover, are not taken into account the anomalies of electrical nature or caused by a computer virus. Support services will be provided only if the Customer's sites are protected against power cuts with functioning on-line inverters and against computer viruses of any form and origin through anti-virus software supplemented by a regular update agreement and subject to the fact that these updates are actually carried out within the deadlines.

Article 4 - Duration - Termination

The present support agreement is concluded for a twelve (12) months period from the date of signature of the General Terms and Conditions of Support by the parties. The agreement shall be tacitly renewed for successive one (1)-year period, unless terminated by the Licensor or the Customer by registered mail with acknowledgment of receipt sent at least two (2) months before the expiry of the current period.

Should the Customer be in default of any of its obligations under the present terms and conditions as well as under the General Terms and Conditions of License, and does not remedy to such default within thirty (30) days from notification to do so by registered mail with acknowledgment of receipt, the Licensor shall be entitled to terminate the present support agreement without refund to the Customer of the amount it paid for the current period and without prejudice to any damages the Licensor may claim.

Article 5 - Support fees

o Annual fees:

In counterpart of the support services, the Customer shall pay to the Licensor an annual fee for any computer equipped with the Software.

The Licensor may amend annually, upon each renewal of the support agreement, the amount of said fees by applying new fares. Unless instructed otherwise by a registered mail with acknowledgment of receipt of the Customer, before the date of the renewal, the new fares conditions shall apply by right. The disagreement of the Customer notified to the Licensor shall trigger the termination of the support agreement.

In case of rise or reduction of the number of computers equipped with the Software during an annual period, the Licensor shall amend its invoicing prorate temporis, and, as the case may be, shall deliver a credit note to the Customer in case of overpayment.

o Absence of payment or payment delay:

Any payment default or delay of an invoice of the Licensor, whatever the origin (License agreement, support agreement or other) shall lead to, by right, without previous summon and until full payment of the invoice:

- the suspension by the Licensor of all the services
- the application of payment delay penalties equal to three times the legal interest rate in force, calculated by day of delay,
- the immediate payability of any amount due, whatever the payment method or term initially defined.

Any monies recovered by a litigation company shall be increased, as a penalty clause, of an indemnity equal to 10% of the amount due.

In case of suspension of the services for payment default for more than three (3) months, the support agreement shall be terminated, by right, without further notice, the Customer being in the wrong.

o Invoice / payment conditions:

The support fees are invoiced annually and have to be paid on an annual basis, in advance, by cheque or bank transfer.

Article 6 - Liability

The Licensor reminds that the Software is used by the Customer under the sole direction, control and responsibility of the Customer.

Moreover, in the context of the present terms and conditions, the Licensor is only subject to an obligation of means (due care). Under no circumstances the Licensor can be held liable for indirect damages, such as trading loss, loss of data or any other financial loss due to the use or the impossibility to use the Software, even if the Licensor was informed that such losses may potentially occur. Any loss sustained by a third party is an indirect loss and, therefore will not give rise to an indemnification.

Similarly, the Licensor cannot be held liable if the Customer has modified the Software or has carried out operations against the recommendations of the Licensor or without fully complying with its recommendations.

Article 7 - Transfer prohibition

It is forbidden for the Customer to sell or transfer to a third parties, including to any of its subsidiaries, even free of charge, all or part of the rights and obligations conferred upon it by the present terms and conditions.

Article 8 - Applicable law and jurisdiction

The present support agreement is governed by French law. In case of litigation, and after an attempt to find an amicable solution, jurisdiction is expressly given to the Commercial Court of Paris, notwithstanding a plurality of defendants or a guaranteed appeal, even for urgent proceedings or protective urgent or on-demand proceedings.

Article 9 – Personal data

All data collected on the customer is processed by MiddleVR and is essential to the processing of his order.

This information and personal data are also stored for security purposes, in order to comply with legal and regulatory obligations.

They will be kept as long as necessary for the execution of the work ordered and any guarantees that may be applicable at the end of this work.

The data protection officer for MiddleVR is: Sébastien Kuntz dpo@middlevr.com. Personal data will be strictly limited to the employees of the controller, who are authorized to process them by virtue of their duties.

The information collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Client's authorization being necessary.

In accordance with Law No. 78-17 of 6 January 1978 on information technology, files and liberties, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/679, the Customer has a right of access, rectification, deletion and portability of the data concerning him/her, as well as the right to object to the processing for legitimate reasons, rights that he/she can exercise by contacting the controller at the postal or email address mentioned above, attaching a proof of his/her valid identity.

In the event of a complaint, the customer may contact the French Commission Nationale de l'Informatique et des Libertés (CNIL).

Article 10 - Language of the agreement

The present General Terms and Conditions of Support are concluded in French language. If for the convenience of one party, the text of the General Terms and Conditions is translated into a foreign language, in particular in English, this version will be for information purposes only, and only the French version will prevail.