PARTNER END USER LICENCE AGREEMENT

The present document describes the terms of service of the access to VusionGroup's cloud platform and its associated services granted by VusionGroup SA or any of its Affiliates directly or via a Partner to the Client (hereinafter referred to as the "**EULA**").

Our cloud platform allows the users to monitor and manage their IoT devices, in order to increase efficiency and improve customer experience.

Our cloud platform can be accessible from anywhere, anytime through API or a web interface, and in-store with a mobile application. Consult your sales representative to explore the different options according to your needs.

1.   Definitions

Capitalized terms, not otherwise defined above, have the meaning set forth or cross-referenced in this section.

"**Affiliate**" means, when used with reference to a specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified person, where "control" (including the terms "controlling", "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of an entity, through ownership of more than fifty percent (50%) of the share capital or of voting rights.

"**APIs**" means the application programming interface developed and provided by VusionGroup to enable interoperability between the Software and one or more software applications developed by or on behalf of the Client, which is executed on computers or other electronic devices.

"**Authorized User**" means any store and any individual employees of such store of the Client accessing or using the Software services solely on behalf and for the benefit of the Client in the operation of the Client's business.

"**Captana**" means the specific Captana Cloud Software services subscribed by the Client.

"**Client**" means any natural or legal person that has acquired a right to access VusionGroup's Software Services and that agrees to be bound by this EULA for the provision of Software Services.

"**Client Data**" means information entered as input by the Client or produced as output by the Software, based on a specific query or execution initiated by the Client and it includes all data, information, materials and input provided by the Client to VusionGroup. Once entered, the Client Data may be modified or amended only by specific Authorized Users designated by the Client, and such amended or modified information or application shall remain the Client Data. Output from VusionGroup's Software services to the Client constitutes part of the Client Data and shall be considered Confidential Information of the Client.

"**Confidential Information**" means any information and physical material not generally known or available to the public provided by or related to a Party which may be disclosed or entrusted by either Party (the "**Disclosing Party**") to the other Party orally or in writing, that has been identified as confidential and/or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

This includes but is not limited to: information relating to products, services, or technology of the Disclosing Party or the Disclosing Party's business (including without limitation, software, computer programs, code, APIs, algorithms, schematics, data know-how, processes, developments, ideas, inventions (whether patentable or not), copyrights, any other property rights and information (whether registered or unregistered), names and expertise of employees and consultants, and other technical business, financial, and product development plans, forecasts, pricing methodologies, strategies and information).

"**Documentation**" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software services, which materials are designed to facilitate use of the Software Services which are provided by VusionGroup to the Client in accordance with the terms of this EULA.

"**ESL**" means electronic shelf label.

"**Force Majeure Event**" means an event which (i) is beyond a Party's control, (ii) could not be foreseen at the time of conclusion of this EULA and (iii) could not be avoided by appropriate measures. A Force Majeure Event shall mean war, fire, riot, flood, earthquake, typhoon, epidemic or other natural calamity), blockage, embargo or act of Government authority (e.g. prohibition or restriction of importation or exportation) which meet the criteria in (iii) above and shall exclude work stoppages.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which entered into force on May 25th, 2018.

"**Intellectual Property Right**s" means any and all rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, publicity rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

"Partner" means any natural or legal person in a business relationship with VusionGroup SA or its

Affiliates that has acquired a right to grant to the Client the right to use the Software Services.

"**Software services**" means Software and APIs developed by VusionGroup, proprietary processes, any third-party data, documentation and output delivered by VusionGroup to provide a cloud-based solution.

"**Software Updates**" means a formal software release deployment (i) which provides new features or functionality, (ii) which provides feature or functionality enhancements, reliability enhancements and/or correction of errors found in the then current version the Software services.

"**Support Plan**" means the specific support services offered by VusionGroup described in Appendix A.

"**Vusion Cloud offer**" means the specific Vusion Cloud Software services offer subscribed by the Client.

2. Scope

VusionGroup shall provide to the Client the Software services, and the Support plan.

3. Subscription

Subject to the terms and conditions contained in this EULA, and solely during the Term, VusionGroup hereby grants to the Client a non-exclusive, non-transferable right:

(i) to access the features and functions of the Software services, solely by Authorized Users and solely as contemplated in this EULA;

(ii) to benefit from a Support plan;

(iii) to upload the Client Data to the Software services according to VusionGroup's recommendations; and

(iv) to use, and to make a reasonable number of copies of, the Documentation solely for the Client's internal use in connection with access and use of the Software services.

4. Term

The EULA shall commence on the Effective Date and shall remain in effect until December 31st of the same year (the "Initial Term") unless otherwise agreed by the Parties.

The "Effective Date" shall mean and be deemed to be two (2) weeks after an opening request by the Client.

This EULA will automatically be renewed for additional one-year periods (each a "Renewal Term", and, collectively with the Initial Term, the "Term") unless written notice of termination is provided by a Party not less than three (3) months prior to the commencement of the relevant Renewal Term or in accordance with Section 4 ("Term").

In the event of termination of the contract before expiry of the Initial Term, VusionGroup is entitled to charge all the fees which would have been due until the expiration of the Initial or Renewal Term.

Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA, including Sections 1, 9, 12, 15, 16 or 21 shall survive the termination of this EULA along with any terms that would by their nature survive such termination.

5. Client's Obligations

VusionGroup may allow sole access to the stores for which the Client has purchased access.

The Client further acknowledges and agrees that it shall be responsible for all acts and omissions of Authorized Users, and for any act or omission by an Authorized User, which, if undertaken by the Client, would constitute a breach of this EULA. The Client shall make all Authorized Users aware of the provisions of this EULA as applicable to such Authorized Users' use of the Software services and shall make Authorized Users to comply with such provisions.

The Client shall make sure that they comply with all technical pre-requisites necessary to allow the opening of the cloud instances for the Software services and use the APIs correctly.

Should the Client learn of an unauthorized third party having obtained knowledge of a password, the Client shall inform VusionGroup thereof without undue delay and promptly change the password.

The Client is solely responsible for the connection to the Software services, including the internet connection, for procuring, maintaining and securing its network connections and telecommunications links from its systems to VusionGroup's data centers, and all problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to Client's connections or telecommunications links or caused by the internet. To allow VusionGroup to provide Support services, the Client must provide VusionGroup with all the necessary equipment, configured and operational, for remote repair of the IoT devices (e.g., VPN access or any other means that will allow VusionGroup to take control remotely).

6. Means of access to the services

VusionGroup may open access to the Software services only after EULA's signature by the Client. On or as soon as reasonably practicable after the Effective Date, VusionGroup shall provide to the Client the necessary information and network links or connections to allow the Client to access the Software services.

To preserve the integrity of the Solution and the accessibility of the recently developed functionalities to the Client, all Software Updates (including IoT software updates) will be set at the sole discretion of VusionGroup.

VusionGroup does not provide the equipment to access the Software services.

7. Services and availability

7.1 Services

VusionGroup will provide support for the Software services, according to the subscribed Support Plan. VusionGroup complies with market standards for security in providing the Software services such as penetration tests, external security audits, etc.
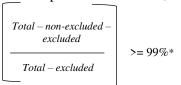
The Client agrees that VusionGroup does not control the transfer of data, including but not limited to the Client Data, over telecommunications facilities, including the internet. VusionGroup does not warrant secure operation of the Software services or that such security technologies will be able to prevent third party disruptions of the Software services.

The Client shall be responsible for entering the Client Data into the Software services and the Client shall be responsible for the maintenance of the Client Data supplied by it. The Client hereby represents and warrants to VusionGroup that the Client Data is free from all viruses, Trojan horses, and comparable elements which could harm the systems or software used by VusionGroup or its subcontractors to provide the Software services.

7.2 Vusion Cloud Availability conditions

"Availability" only applies for Software services and is calculated as the percentage of time where:

- the product data has been received by the Software,
- product and IoT device association has been received and processed by the Software, and
- the graphical interface is accessible through the internet.

Availability is guaranteed to be at or above the levels described in the chart below. Availability will be calculated per calendar month, as follows:

$$\frac{Total - non\text{-}excluded - excluded}{Total - excluded} >= 99\%*$$

*Client can benefit from a superior Availability commitment by subscribing to a Support Plan offer. Where:

- "Total" is the total number of minutes in the specified calendar month
- "Non-excluded" is the number of minutes of unplanned downtime
- "Excluded" consists of the "Agreed Down-Time" for maintenance or upgrade whereby for major releases or upgrades, VusionGroup gives the Client prior notice that the Software services will be unavailable. All scheduled maintenances are notified on our status page. Availability is measured excluding hardware (e.g. broken display), mechanical (e.g. battery not plugged in) or connectivity (e.g. offline device) failures.

For any partial calendar month during which the Client subscribes to the Software services, Availability will be calculated based on the full calendar month, not just the portion during which the Client subscribed.

7.3 Captana Availability conditions and service levels

Availability of the Captana solution is guaranteed to be at least reaching 99% on average over a calendar month. All scheduled maintenances are notified on Captana status page.

In addition to Captana Availability commitment, Captana Software Services shall perform according to the following service levels:

- Max. number of pictures analysed per device per day per store: 12 pictures;
- Cloud data storage duration per store: 12 months

8. Usage Restrictions

8.1 General restrictions

The Client shall not:

(i) copy or duplicate the Software services;

(ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or derive the source code from which any Software and APIs component of the Software services is compiled or interpreted, and the Client acknowledges that nothing in this EULA will be construed to grant the Client any right to obtain or use such source code;

(iii) distribute, or otherwise transfer the Software services to any third party or incorporate the Software services in any software, product, or technology;

(iv) modify the Software services, or the Documentation, or create any derivative product from any of the foregoing, except with the prior written consent of VusionGroup;

(v) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, part or entirety of its rights under Section 3 "Subscription";

(vi) upload and/or use any data, fonts, images and typefaces without having previously executed the appropriated end user license agreement if necessary. In the case where the Client wishes to add non-standard font and typeface to the Software services it shall acquire the necessary rights to use said fonts and typefaces;

(vii) perform any security test of any kind without VusionGroup's prior consent, including penetration tests and security breach attempts;

(viii) use any Software services in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws);

(ix) use the Software services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person.

8.2 Vusion Cloud usage limitations

Each Vusion Cloud offer provides usage quotas as described in Vusion Cloud offer documentation. The Client shall make sure that its usage of the Software services is corresponding to the quotas applicable to the subscribed Vusion Cloud offer. Client's non-compliance with these quotas allows VusionGroup to limit the provision of the Software services and VusionGroup's Availability commitment does not apply until Client is in compliance or has obtained an increase of the applicable quotas.

8.3 Captana Fair Use restrictions

Any material or conduct that, in VusionGroup's sole discretion, would violate the Captana Fair Use Policy (as defined below) in any manner, may result in limitation, or suspension of the Captana solution, and any other services provided under this EULA or removal of the user's account with notice.

Captana Availability commitment does not apply in case of Client's non-compliance with this Fair Use Policy. VusionGroup has set limits that must not be exceeded (the "Fair Use Policy"):

- Data API calls / month/store: 5.000 calls
- Analytic API calls/month/store: 500 calls

9. VusionGroup Retained Rights and Ownership

Notwithstanding any other provision of the EULA, VusionGroup hereby retains the right to use, and to grant third parties the right to use the Software services, Documentation and any other materials or solutions provided by VusionGroup under this EULA for any and all purposes whatsoever. The Client acknowledges that there are no implied license granted under this EULA. As between VusionGroup and the Client, VusionGroup retains all right, title and interest in the Software services, Documentation and any other materials or solutions provided by VusionGroup under this EULA including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all pricing methodologies, models, programs, analytical tools, algorithms, software tools, APIs and related methodologies, its copyrights, patents, trade secrets, trademarks or trade names therein. Except to the extent granted herein, the Client acquires no rights in any of the foregoing.

The original and any copies of the Software services, made by the Client, including translations, compilations, partial copies, modifications and updates, are the property of VusionGroup. The Client shall not remove any proprietary notices if any from the Software services, or other Documentation.

Any Intellectual Property Rights related to the Software services, or to solutions and materials provided under this Agreement, shall remain the sole property of VusionGroup.

10. Client Data and Right to Use

During the Term, the Client grants to VusionGroup a limited, non-exclusive, non-sublicensable, non-transferable right to use, copy, store and display the Client Data solely to the extent necessary to provide the Software services to the Client, including archival, backup, mirroring, quality assurance, statistical, and redundancy purposes, provided such use is in compliance with the terms and conditions of this EULA. VusionGroup may not use Client Data without Client's prior consent for any other purpose except when aggregated with the data of other clients where the identification of any particular client cannot be ascertained and is done for statistical, support improvement, reliability and performance improvement and quality control purposes.

The Client commits to have all Client Data collected and maintained and handled in compliance with all applicable data privacy and protection laws, rules and regulations, including GDPR. The Client shall make sure it has all the appropriate rights, licenses, authorisation to collect, use, handle, store and process Client Data.

11. Protection of Client Data

As between VusionGroup and the Client, Client Data is the sole and exclusive property of the Client. In addition to its confidentiality obligations under Section 15 ("Confidentiality"), VusionGroup will not use, edit or disclose Client Data without Client's consent to any party other than to its Affiliates or to the Client, or where required by law or regulation.

VusionGroup will exercise commercially reasonable efforts to maintain the security and integrity of the Software services and Client Data and will inform the Client of any third party who requires access to Client Data. Notwithstanding the above, the Client commits to maintain its own backups of Client Data separate and apart from any kept or maintained by VusionGroup, and shall not rely on VusionGroup for such back-ups.

Technical logs are stored for 30 days and are available only for VusionGroup teams. History and usage data (device timelines, linked product data changes, etc.) is tracked and available via API, including ability to export the data. History and usage data are stored for 90 days.

Upon termination or expiration of this EULA, for any reason, and upon written request by the Client, VusionGroup will provide the Client with the Client Data in a mutually agreed upon timeframe or destroy said data, at Client's preference. Notwithstanding the foregoing, VusionGroup may retain a copy of Client Data solely to the extent required to comply with law, regulation, or pursuant to bona fide automatic electronic backup procedures provided that such copy shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned or destroyed.

During the performance of this contract, VusionGroup may process personal data in relation (a) to contact persons working for the Client or (b) Authorized Users. The legal basis and purpose of such processing activities are VusionGroup's legitimate interest in communicating with the said contact persons during the performance of this EULA. VusionGroup and the Client will work together to implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse. To the extent that personal data belonging to or in possession of the Client is being processed by VusionGroup, VusionGroup shall comply with relevant data protection and data secrecy laws.

VusionGroup is authorized to engage subcontractors for the processing of personal data to the extent necessary to fulfil its contractual obligations under this EULA. VusionGroup shall obligate its subcontractors to comply with all relevant data protection rules. In case that such subcontractor is located outside the EU, VusionGroup shall provide for a level of data protection deemed adequate under EU data protection regulations. The Client ensures that no legal requirements of the Client will or does prevent VusionGroup from fulfilling its contractual obligations under this EULA in compliance with applicable law and regulation. This includes, but is not limited to, ensuring that all relevant individuals have previously given consent to a possible processing of personal data and providing such individuals with the required information regarding the use of their personal data.

12. Confidentiality

The Parties acknowledge that during the performance of this EULA, each Party may have access to certain of the other Party's Confidential Information.

Each Party agrees:

(i) that all items of Confidential Information are proprietary to the Disclosing Party and will remain the Disclosing Party's sole property;

(ii) to use Confidential Information only for the purposes described herein;

(iii) not to reproduce Confidential Information except with the written permission of the other Party;

(iv) to hold in confidence and protect such Confidential Information from dissemination as if it were its own; and

(v) to return or destroy (except for copies maintained through *bona fide* document retention policies, as set forth in Section 11 ("Protection of Client Data")) all Confidential Information that is in its possession upon termination or expiration (as the case may be) of this EULA.

Notwithstanding the foregoing, the provisions of the present Section will not apply to Confidential Information that:

(i) is publicly available or in the public domain at the time disclosed or becomes publicly available or enters the public domain through no fault of the recipient;

(ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;

(iii) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;

(iv) is independently developed by the recipient; or

(v) is disclosed with the prior written approval of the non-disclosing Party.

Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law.

Except as expressly authorized in this EULA, the Client shall not publish any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software services, and Support plan without prior written permission from VusionGroup.

13. Subcontractor

In no case whatsoever should VusionGroup be liable for any action undertaken by the Client's subcontractor.

VusionGroup reserves the right to use a subcontractor at its sole discretion, without prior notice or consent of the Client.

14. Warranties and Disclaimers

VusionGroup specifically disclaims all warranties, express or implied, or statutory, written or oral, including without limitation, warranties of merchantability, and fitness for a particular purpose.

VusionGroup does not warrant that the Software services or any other information, materials and/or data provided under this EULA will meet Client's requirements or is complete, accurate or error-free. Errors or bugs of Software services which level of severity does not materially impair the use of the Software services by the Client will be taken into consideration in VusionGroup's roadmap.

The Client acknowledges that the usage of the Software services may have an impact on the battery lifetime of its devices.

The Client acknowledges that the usage of the Software services will use Client's network bandwidth.

VusionGroup does not assume any liability whatsoever:

(i) for defects or other failures of Software services caused by the Client, their agents, employees, any other manufacturer or any third party outside the sphere and control of VusionGroup:

(ii) caused by Client's application errors of any kind whatsoever or other forms of improper handling of

the Software services and which could have been avoided by proper and careful use;

(iii) resulting from Client's (a) change of operating system components, interfaces or parameters, (b) use of unsuitable organisational means or data carriers;

(iv) caused by viruses or exposure of the Software services to circumstances such as accidents, power failures of access points, etc, which are caused by external factors not under the control of VusionGroup;

(v) caused by transmission errors to data carriers or on the internet;

(vi) caused by network outage or issues ;

(vii) network configuration changes (e.g. NTP port, etc)

(viii) third party access points configuration;

(ix) caused by improper inspection and/or maintenance operations conducted by the Client or third parties with regard to the Software services;

(x) resulting from Client's use of the Software services which does not comply with the recommendations and specifications of VusionGroup;

(xi) caused by Client's addition of a new software or hardware configuration not compatible with the Software services (e.g access points, third-parties devices, mobile devices, etc).

(xii) caused by Client's uninstallation, overwriting, alteration or modification of the software and hardware configuration required for the proper functioning of the Software services.

The Client shall be solely responsible for any financial information dispensed, or any professional decisions made, based upon use of the Software services.

15.   Indemnification

VusionGroup agrees to indemnify, defend and hold the Client harmless from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Software services, and/or Support plan infringes or misappropriates, as applicable, such third party's patents issued as of the Effective Date, or copyrights, trademarks or trade secret rights recognized under applicable laws of any jurisdiction provided that the Client notifies VusionGroup within ten (10) calendar days in writing of the claim, cooperates with VusionGroup, and allows VusionGroup sole authority to control the defense and settlement of such claim, provided that VusionGroup will not settle any third-party claim against the Client unless such settlement completely and forever releases the Client from all liability with respect to such claim or unless the Client consents to such settlement, and further provided that the Client will have the right, at its option and sole expense, to participate in the defence of such claim thereof by counsel of its own choice and expense.

If such a claim is made or threatened, VusionGroup shall, at its sole discretion, enable the Client to continue to use the Software services, and Support plan, or to modify or replace any such infringing material to make it non-infringing. If VusionGroup determines that none of these alternatives is reasonably available, the Client shall, upon written request from VusionGroup, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim.

This Section 18("Indemnification") shall not apply if the alleged infringement arises, in whole or in part, from:

(i) Client's modification of the Software services, and/or Software or any of the VusionGroup Materials;

(ii) combination, operation or use of the Software services with other software, hardware or technology not provided by VusionGroup;

(iii) Client Data.

16.   Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VUSIONGROUP BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, FAILURE OR MALFUNCTION OF ANY COMPUTER OR ELECTRONIC SYSTEM OR OTHER PECUNIARY LOSS, IN ANY WAY ARISING OUT OF OR RELATED TO THE SOFTWARE SERVICES OR THIS EULA, EVEN IF VUSIONGROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS DO NOT EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR OBLIGATIONS OF INDEMNITY, BREACH OF CONFIDENTIALITY, FRAUDULENT MISREPRESENTATION, DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE PARTY OR ITS EMPLOYEES, CONTRACTORS, OR AGENTS, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

DURING THE INITIAL TERM AND ANY FOLLOWING RENEWAL TERMS, THE CUMULATIVE LIABILITY OF VUSIONGROUP TO THE CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS EULA SHALL NOT EXCEED THE AMOUNT OF ALL FEES PAID TO VUSIONGROUP BY THE CLIENT UNDER THIS EULA FOR THE RELATED STORE DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. IN CASE WHERE THE DAMAGE OCCURS DURING THE FIRST TWELVE MONTHS FOLLOWING THE EFFECTIVE DATE,

THE PARTIES WILL ASSESS THE MONTHLY AVERAGE FEE IN ORDER TO OBTAIN THE AMOUNT OF YEARLY AVERAGE FEE (IE. MONTHLY AVERAGE FEE * MULTIPLIED BY TWELVE (12) SHALL EQUAL = THE YEARLY AVERAGE FEE). THIS AMOUNT OF YEARLY AVERAGE FEE CONSTITUTES THE LIABILITY LIMIT OF VUSIONGROUP.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT VUSIONGROUP SHALL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY CLAIM ARISING FROM THE SAME FACTS MORE THAN ONCE (I.E. IF THE PARTNER HAS RAISED A CLAIM DIRECTLY WITH VUSIONGROUP, CLIENT SHALL NOT RAISE A CLAIM FOR THE SAME FACTS). IN THE EVENT THAT VUSIONGROUP IS HELD LIABLE FOR ANY CLAIM, THE CLIENT SHALL BE RESPONSIBLE FOR HANDLING AND RESOLVING ANY SUBSEQUENT CLAIMS ARISING FROM THE SAME FACTS BEFORE SEEKING ANY FURTHER LIABILITY FROM VUSIONGROUP.

17. Termination for contractual breach

Either Party may terminate this EULA immediately upon written notice in the event that the other Party materially breaches this EULA and fails to cure such breach within thirty (30) days following such other Party's receipt of written notice specifying the nature of the breach in reasonable detail.

18. Termination by VusionGroup

VusionGroup shall be entitled to terminate this EULA automatically, without any liability or indemnity whatsoever to the Client, by giving written notice to the Client, should any of the following events occur:

   (i)   the Client engages in any action that devalues the name, logos, trademarks of VusionGroup or any of its Affiliates;

   (ii)   the Client breaches a substantial obligation of the EULA (Sections considered substantial provisions: 3, 4, 7, 8.1, 9);

   (iii)   the Client brings or threatens to bring any patent claim against VusionGroup or any of its Affiliates (including any crossclaim or counterclaim) to enforce any patents the Client alleges are infringed by the VusionGroup Software Services.

19. Consequences of termination

As from the termination date of the EULA, the access to and the right to use the Software services, and Support plan will be immediately stopped without prior notice. The Client commits to immediately pay pending invoices to VusionGroup.

20. Termination for Force Majeure Event

If a Force Majeure Event persists between the Parties beyond a period of thirty (30) consecutive calendar days, the non-affected Party may terminate this EULA automatically ("de plein droit"), in whole or in part, without any liability or indemnity whatsoever to the other Party unless expressly provided otherwise in this EULA, by giving a written notice of termination, effective immediately, to the other Party by reason of the Force Majeure Event. No other formalities than those set out in this Section shall be required for the purpose of any termination pursuant hereto.

21. Governing law and competent jurisdiction

This EULA will be governed by French law, without regards to, or application of, rules or principles regarding conflicts of law, venue, or the United Nations Convention on the International Sale of Goods. For purposes of all claims brought under this EULA, each of the Party herby irrevocably submits to the exclusive jurisdiction of courts located in Paris, FRANCE.

22. General

The Client acknowledges that VusionGroup will have the right to seek an injunction, if necessary, to stop or prevent a breach of Client's obligations hereunder. In the event that VusionGroup prevails in any proceeding or lawsuit brought by either party in connection with this EULA, VusionGroup will be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal.

Waiver of a breach or right hereunder must be in writing and will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect.

The Client may not assign this EULA without obtaining VusionGroup's prior or contemporaneous written consent and any attempted or purported assignment by the Client shall be null and void. This EULA constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. This EULA may not be amended or modified without the mutual written agreement of the Parties.

APPENDIX A – SUPPORT PLANS

The list of features is not exhaustive and might be subjected to changes.
Please always refer to your sales representatives for further details.

1. **Definitions**

Availability	Refer to definition in Section 7.2 "Vusion Cloud Availability conditions"
Business hours	from 9:00 AM to 5:00 PM CET, CST, TWT during weekdays (weekends and bank holidays excluded).
Customer portal	the VusionGroup web portal allowing the Client to have access to Online Self-help, Documentations, submit and track technical support requests.
Incident	an event which is not part of the standard of the operation of the VUSION Cloud Solution and which causes, or may cause, an interruption to, or a reduction in, the quality of the service.
Severity Level	indicates the relative impact of an Incident.
Pro-active Support	a service performed by VusionGroup to identify and resolve Client's issues without Client's supervision. This Service is only available in the Premium Support plan.
Response time	time taken by VusionGroup to respond to an "Incident" the first time and communicate an Incident tracking number to the Client.
Resolution time	expected time taken by VusionGroup to provide a workaround or a permanent solution.
Service Level Agreement (SLA)	a commitment from VusionGroup to perform the services according to the defined targets.
CAPTANA Cloud Solution	the products of VusionGroup mentioned in this EULA (relevant Captana Cloud Software services)
VUSION Cloud Solution	the products of VusionGroup mentioned in this EULA (relevant Vusion Cloud Software services).
Support plan	a set of services offered by VusionGroup described in this Appendix A

2. **Vusion Cloud Support description**

2.1. Vusion Cloud Availabilities

- **Included Availability commitment:** 99%
- **Cloud Support:** 99,5% Availability commitment
- **Cloud Support 24/7:** 99,9% Availability commitment

2.2. SLA / Severity levels

SLAs are defined according to the Support plan chosen and the severity level. VusionGroup will take all necessary actions to restore regular service operations of the involved components as quickly as possible.

Severity levels defined below are solely qualified by VusionGroup service team.

Severity Level	Severity assessment	VUSION Cloud criterias
Severity 1	**Critical system down**	Critical functions of your Vusion Cloud solution aren't available
Severity 2	**System impaired**	Non-critical functions of your Vusion Cloud solution are behaving abnormally.
Severity 3	**General guidance**	You have the possibility to ask for general advice regarding a functionality of Vusion Cloud solution.

2.3. Standard support included per default

Software services include, for all customers, a basic support plan accessible by email or through the Customer Portal during standard weekdays (from 9:00 AM to 5:00 PM CET, CST, TWT excluding weekends and bank holidays & 24/7 for Severity 1). The Support services are only provided in English.

- Response time:
    - **Severity 1**: < 2 hours (24/7)
    - **Severity 2**: < 8 hours (Monday-Friday, 9am to 5pm)
    - **Severity 3**: < 1 day (Monday-Friday, 9am to 5pm)

- Resolution time:
    - **Severity 1**: 8 hours (24/7)

2.4. Cloud Support

The Support Plan is available for VUSION Cloud all week from 7:00 AM to 7:00 PM CET, CST, TWT and 24/7 for Severity 1, by phone, email or through the Customer Portal. This service is available for a fee based on the Service Level Agreements below:

- Response time:
    - **Severity 1**: < 1 hour (24/7)
    - **Severity 2**: < 4 hours (Monday- Sunday, 7am to 7pm)
    - **Severity 3**: < 8 hours (Monday-Sunday, 7am to 7pm)

- Resolution time:
    - **Severity 1**: 4 hours (24/7)

During Business Hours, the Support Services are provided in English, French, Italian, German, Spanish, and Chinese and English only outside business hours.

2.5. Cloud Support 24/7

The Cloud Support 24/7 Support Plan is available **7 days a week, 24 hours per day** for VUSION Cloud by phone, email or through the Customer Portal. This service is available for a fee based on the Service Level Agreements below:

- Response time:
    - **Severity 1**: < 1 hour
    - **Severity 2**: < 1 hour
    - **Severity 3**: < 8 hours

- Resolution time:
  - o **Severity 1**: 1 hour

During Business Hours, the Support Services are provided in English, French, Italian, German, Spanish, and Chinese and English only outside business hours.

- 24/7 Proactive Support

2.5.1. Pro-active Support

The Pro-active Support is only included in the Cloud Support 24/7.

Our support team analyzes in real time the automatic alerts provided by the supervision module integrated to the Software services in order to resolve or escalate immediately the Incident to the relevant entity in charge, once noticed by the support team.

The scope of the alerts depends on the store configuration and certain monitoring levels will need to be set up beforehand. The Pro-active Support allows VusionGroup to monitor automatic alerts which may be triggered by the following non-exhaustive events:
- Offline access point(s) ;
- Failed transmissions ;
- Time limit previously defined exceeded since the last initialization of the ESLs;
- Time limit previously defined exceeded since the last file integration;
- Back-office file empty;
- Back-office file unreadable; and
- Errors in the back-office file.

This Pro-active Support is provided in 24/7, 7 days a week.

3. **CAPTANA Cloud Support description**

Services are available in the following languages: German, English.

Severity Level	Severity Assessment	Captana Cloud criteria	Response Time	Resolution Time
Severity 1	Critical impact	A productive use of Captana Cloud Services is not possible or is very limited, or key performance characteristics are not met	2 business hours	8 business hours
Severity 2	Major impact	The core functionality is ensured, but a sub-module is, however, affected by a significant Defect that prevents or significantly limits working with this module.		2 business days
Severity 3	Low impact	All other Defects.		2 business days

4. **Services excluded from the Support Plans**

The following services are expressly excluded from the Support Plans:
- On-site servicing for any product and on-site interventions.
- Hardware repairs.

Any specific services requested by the Client and not included in the Support plans will be subject to a specific quotation.

5. **Support Plan contacts**

To obtain the assistance and support defined above as part of the subscribed support plan, Client's Authorized Users can contact our support teams via the Customer Portal (https://portal.my.vusion.com/) by phone or e-mail.

The contact numbers and email for assistance in different languages will be communicated upon subscription of the Support plan.

6. **Support Plan procedure**

6.1. Prerequisites

To allow VusionGroup to provide Support services, the Client must provide VusionGroup with all the necessary equipment, configured and operational, for remote repair of the IoT devices (e.g., VPN access or any other means that will allow VusionGroup to take control remotely).
Before sending notification of an Incident, the Client shall ensure that the necessary elements for the normal operation of the Solution (e.g. power supply, computer network) which are not covered by this Appendix A are operational in the concerned store(s). If this is not the case, VusionGroup will not be able to provide the assistance and Support plan within the deadlines set out in this Appendix A.
The usage of the Support Plan requires the Client to be present and available in order to conduct the necessary inquiries.

6.2. Ticket request procedure and interaction
6.2.1. Notification of Incident
The notification of an Incident by the Client must be made through the accesses provided. The Client must expect to carry out simple manipulations and/or provide relevant information such as:
- Indicate the approximate proportion and location of ESLs impacted;
- Specify the frequency of the Incident (systematic or not);
- Restart the equipment; and
- Attempt to perform an update on one or more ESLs.

The above-mentioned information can be required in order for VusionGroup to properly address the request. In case of incomplete or erroneous information, VusionGroup reserves the right to extend the deadline for resolving the Incident.

6.2.2. Acknowledgement of receipt of Incident and opening of support ticket (referred to as "Case")
Within the agreed response time, VusionGroup carries out the escalated Incident ticket opening procedure by which VusionGroup:
- Acknowledges receipt of the Incident;
- Issues a Case number;
- Confirms that the Incident will be treated.

6.3. End of servicing
VusionGroup is deemed to have completed its services according to one of the following:
- At the end of analysis, if VusionGroup detects that the Incident does not lie within the scope of the Support Plan;
- After delivery of the workaround solution and the corresponding installation procedure;
- After delivery of the corrective solution and restored operation.

Whatever the case, the end of servicing will be notified by email.