

RECITALS

The intermediation service in the resale of software licenses, including a marketplace, is published and managed by SOFTCORNER SAS, a simplified joint-stock company with a capital of € 11,916, registered in Paris Trade and Companies Registry under number 800 643 629, whose head office is located at 11 rue de Provence 75009 Paris, France, (hereinafter "SOFTCORNER").

These General Terms of Use of the Platform (hereinafter the "GTU") must first be accepted by any person or company willing to benefit from the services of the Platform. They also constitute a prerequisite for the acquisition of the Trader's Status by acceptance of the separate General Terms of Transaction (hereinafter the « GTT »), which is an essential step in the conclusion of Transactions. The present GTU can be accepted by any natural person user, in particular to become acquainted with the operation of the Service and offers published on the Platform, but only a company, represented by a duly authorized user, can conclude the GTT and proceed to Transactions via the Service.

The sale of second-hand software is legal since the European Directive 91/250 / EEC of 14 May 1991 Council, as stated regarding dematerialized software by the Court of Justice of the European Union in its judgment of 3 July 2012. Such lawfulness implies that contractual terms or technical measures that may be opposed by an Editor for the resale and / or activation of second-hand software are void.

1. DEFINITIONS

Terms beginning with a capital letter, used in the singular or the plural, will have the meaning given to them below.

Buyer: means a Trader publishing an Request for Proposal or a Purchase Option in response to a License Sale Offer on the Platform.

Request for Proposal: means the advertisement published by a Trader on the Platform and by which the Trader announces an interest to purchase Licenses.

General Terms of Use or GTU: refers to these General Terms of Use of the Platform, excluding the negotiation and conclusion of Transactions which are governed exclusively by the GTT.

General Terms of Transaction or GTT: means the General Terms of Transaction, which a Company must validate in order to open a Trader Account and conclude Transactions. The conditions of access to the Trader's Status are presented below and are recalled in the GTT.

Starter Account: means the personal environment granted by SOFTCORNER to a User under the terms hereof. The Starter Account allows the User to have the necessary tools and information to carry out actions on the Platform. The Starter Account is individual and can not be used by more than one person. On the other hand, according to the Status acquired by a Company on the Platform, it will be able to regroup its Users and to grant them authorizations according to the GTT.

Data: means any information, content, data and files of a User (or Company in whose name it is registered), uploaded to the Platform and hosted within the framework of the Services. The Data loaded on the Platform are strictly related to the professional activity of the User and / or the Company, the resale of Software Licenses on a "second market", and must comply with the terms of the SOFTCORNER contractual documents.

Licence: means the rights of use granted in a generic or specific way, directly or indirectly, by a Publisher to a client licensed on a Software accessible on physical media or in a dematerialized manner in accordance with a license

agreement. For the purposes hereof, the Licenses meet the criteria for eligibility for the secondary market, and in particular, benefit from the exhaustion of the Publisher's distribution rights in Europe.

Software: means the computer application on which a Company holds a License from the Publisher and may be the subject of a Transaction on the Platform.

Sale Offer: means the offer published on the Platform by a Seller, in response or not to a Request for Proposal. Depending on its level of completeness, a Sales Offer may have a Presale or Complete status. Only the Complete status allows the finalization of a Transaction.

Platform: refers to the organizational and technical structure of marketplace, accessible on the website www.softcorner.eu and allowing access to the Service.

Service(s): refers to all the services published by SOFTCORNER including the Platform. The Platform is accessible to Users, but only a User acting on behalf of a Company may post advertisements and / or validate the GTT to open a Trading Account authorizing the Transactions.

Company: means a legal person who has accepted these GTU and opened a Starter Account. In the context of these GTU, a Company may use the features of the Platform listed in Article 5, excluding the privileges reserved for Traders. If applicable, any action taken by a User is deemed to be that of his Company, beneficiary of these.

Status: refers to the level of entitlement of a Company on the Platform.

Transaction: refers to the operation of buying or selling a License through the Platform. A Transaction implies the acceptance by the Buyer and the Seller of the GTT (including the sales contract attached to the GTC which will govern the Transaction directly between Buyer and Seller), and is not authorized to the Companies having accepted the only GTU.

User: means any natural person acting on behalf of a legal entity, who signs the GTU and opens a Starter Account, allowing him to inquire about the operation of the Service and the published offers and to publish Sale Offers or Request for Proposal of Licenses, and, subject to the acceptance of the GTT and the habilitation allowing this User to bind the Company, to make Transactions on used Licenses.

Trader: means the Company having accepted the present GTU, and the GTT, and having identified itself on the Platform via an identification form. This status is required to complete a Transaction as a Seller or Buyer. To complete a Transaction as a Seller, this status must be completed with a Verified Seller entitlement.

Seller: means a Trader, posting an Offer of Sale or responding to an Request for Proposal. The Verified Seller entitlement is required to enable a Vendor to finalize a Transaction.

Verified Seller: refers to the clearance obtained by a Trader who has completed the SOFTCORNER verification process. This Status allows him to use all the features of the Platform, including finalizing a Transaction as a Seller.

2. PURPOSE

The GTU are intended to define the rules of use of the Service, applicable to any User and / or any Company upon registration and the opening of his Starter Account on the Platform until its termination.

The GTU apply to any User of the Service. In addition, they remain in effect and continue to apply to Companies that accept GTT to acquire Trader Status to finalize Transactions.

3. ACCEPTANCE OF TERMS OF USE

The final access to the Platform is granted by SOFTCORNER after acceptance of the GTU, creation of the Starter Account and transmission to SOFTCORNER of the requested information, by online confirmation of the opening of the Starter Account by SOFTCORNER.

From the opening of the Starter Account, SOFTCORNER verifies the information communicated by the User. SOFTCORNER reserves the right to refuse the opening of a Starter Account in a discretionary manner, in particular for one of the following reasons: (i) SOFTCORNER finds or considers that the User is not the representative or the employee of a Corporation ; (ii) the User is an individual (the Service is reserved for professionals); (iii) certain information communicated by the User is incorrect, fraudulent, falsified or doubtful.

According the Statute of the Company, all the contractual documents applicable to the relationship between SOFTCORNER and the Company, represented by the User, are constituted of the present GTU and possibly the GTT, to the exclusion of all other documents and in particular the general conditions of purchase of the Company. Unless otherwise stipulated, the acceptance of a contractual document is materialized by a validation click on the Platform page where the contractual document is put online.

The contractual documents constitute the "**Contract**" as and when they are accepted by the User. Indeed, the GTU may be supplemented by the GTT (individually or collectively referred to as "the Contractual Documents") when the Company that represents a User wishes to materialize a Transaction or enter into negotiations with a Trader. If necessary, the Company is informed that only a User who is the legal representative of the Company or duly authorized for this purpose can accept the GTT. It is the responsibility of the Company to control the authorization of Users that it allocates to the use of the Service, any action of any User engaging the Company.

The User may at any time access the Contractual Documents available on the Platform to consult them, download them, reproduce them or save them on an external support for conservation purposes. SOFTCORNER will keep a time-stamped version of the contractual documents accepted by the Company, which are valid in case of dispute.

4. DESCRIPTION OF THE SERVICE

The Service allows any User:

- ▶ to read the announcements published by Companies on the Platform;
- ▶ to become acquainted with the operation of the Service and the methods of carrying out the Transactions;

The Service also allows Users mandated for this purpose by their Companies:

- ▶ to publish their needs;
- ▶ to publish Sale Offers or Request for Proposal;
- ▶ to issue Purchase Options in response to these Sales Offers.

However, in the context of these GTU, these offers do not allow in any case to make a transaction or a reservation of the relevant licenses, as long as the two companies have not acquired the Trader's status by accepting the GTT. It is recalled that only the acceptance of the GTT, to which is added the Verified Seller authorization for the Vendors, allows the Companies having acquired the Trader's Status to perform Transactions on Licenses.

The exchanges made on the Platform are anonymous as long as a license sale contract is not formed in accordance with the Sales Process exposed within the GTT. Any attempt of direct contact before a Transaction has been formed may result in the deletion of the Account of the User or the Company involved, as well as a claim for damages before the competent courts for damages suffered by SOFTCORNER.

5. OPENING AND SETTING THE STARTER ACCOUNT

The opening of the Starter Account is carried out by informing the requested information (last name, first name, email address, telephone number, function and name of the company) on the Platform, including a valid business e-mail address. The User defines the parameters of his Starter Account, informs his personal profile and retains his access code issued by SOFTCORNER during the creation of the Starter Account. If he acts as an agent of a Company, the User also provides information relating to the Company.

At the first connection and after each disconnection, the User indicates his identification and authentication codes. These are strictly personal and confidential, the User being the only one authorized to use the Services of the Platform using his Starter Account. Any connection to the Account with the codes of a User is deemed to have been made by said User (and by his Company if he acts as an agent), logs and records of SOFTCORNER being authoritative.

The User is solely responsible for the confidentiality of the codes and any information allowing to connect to the Starter Account. Any disclosure of the codes to a third party is prohibited, the User committing to implement the physical and logical security measures necessary to maintain confidentiality. In the event that the User finds fraudulent use of the Account by a third party, it informs SOFTCORNER without delay. Except in case of proven fault, SOFTCORNER disclaims any liability for the use of the Services by a third party using the codes assigned to the User. In any event, any Sale Offer or Request for proposal published by a User is deemed to be, unless proven otherwise, passed by the Company it represents, the records of SOFTCORNER being authoritative, only Companies having acquired the Trader's Status and represented by a User authorized for this purpose may enter into Transactions.

The User will ensure the effective receipt of the emails sent to him by SOFTCORNER, by setting his email so as to receive emails sent from an address <@softcorner.eu> and <@softcorner.fr>. Users of a Company use strictly professional email addresses, to the exclusion of any unsecured personal address or webmail.

6. RIGHT OF USE

The opening of a Starter Account results in the grant to the User of a personal, non-exclusive, non-transferable and non-transferable right to use the Services, in strict compliance with the GTU, for the duration provided herein and for the whole world. The use of the Service by the User is made in the name of the Company on behalf of which it accepts the GTU, in the context of its professional needs, for the purpose of making purchases or resale of Licenses, according to the destination of the Service, and within the framework of the mission assigned by his superiors in the event of salary.

Any other use of the Services not permitted hereunder is prohibited. As such, the User is prohibited from making any temporary or permanent reproduction of all or part of the Platform and Services, by any means whatsoever outside the normal use of the Platform and Services, to any distribution, direct or indirect provision of the Services for the benefit of a third party or the public, free of charge or onerous, as well as any translation, adaptation, arrangement or modification of

the Services, in particular with a view to the creation of a service or similar application. Similarly, the extraction or reuse of a qualitatively or quantitatively substantial part of the databases used by the Services is prohibited. The prohibitions extend to the Company as soon as the User acts on behalf of the Company or acts in such a way as to allow SOFTCORNER to legitimately believe that it is acting in the name and on behalf of a Company.

The User undertakes to upload and process via the Service only Professional and strictly legal Data. In particular, it prohibits to entrust or treat any Data contrary to the laws, the regulations or the public order, and in particular any illegal or fraudulent content, in particular any offer concerning the rights of third parties or litigious. The User (and, where applicable, the Company he represents) is solely responsible for the Loaded Data and Activated Features. He undertakes not to make the Service a use contrary to the Contract, to the regulations applicable to his professional activities or to the electronic communications, nor to contribute to such a use. In any event, after notification to the User that has not been answered within two (2) weeks, SOFTCORNER reserves the right to interrupt, without compensation, the User's access to the Service in case of non-compliant use. to the Agreement, and may delete any Data that is unlawful or constitutes a threat to the integrity of the Service.

7. AVAILABILITY OF THE PLATEFORM

The Services are accessible remotely at www.softcorner.eu to any User who has a compatible computer connected to the Internet, subject to the technical risks and maintenance periods of the Platform. SOFTCORNER strives to ensure accessibility to the Platform accessible 24 hours a day. However, the Company is aware of the technical risks inherent to the Internet and the access interruptions that may result. SOFTCORNER therefore does not undertake to provide permanent accessibility to the Services and can not be held responsible for any unavailability or slowdown. The Services are provided as part of an obligation of means. The User also acknowledges the need to discontinue the Services for maintenance purposes, in particular to improve their operation or security. SOFTCORNER provides the Services "as is" without warranty of continuity or availability.

8. INTELLECTUAL PROPERTY

SOFTCORNER is the exclusive owner of all rights relating to the Services and Platform, including intellectual property, or declares to have the necessary authorizations for the exploitation of elements belonging to third parties. The SOFTCORNER brand, as well as the logos, domain names, graphic charter of the Platform, design of the Platform, graphics, animation, trailers, texts, descriptions, visual and / or sound elements of SOFTCORNER are the exclusive property of SOFTCORNER .

The right to use the Services granted to the User above is a personal right, the GTU can not have the effect of transferring any intellectual property rights to the User (or the Company that it represents if applicable). Consequently, any reproduction, total or partial, and any representation of the content of the Platform, of one or more protected elements, by any means whatsoever, without the express authorization of SOFTCORNER, is prohibited, and constitutes a sanctioned counterfeit by articles L.335-2 and following of the Code of the intellectual property.

SOFTCORNER guarantees that it has the Intellectual Property Rights on the Platform allowing it to provide the Service to Users. Accordingly, SOFTCORNER agrees to defend and indemnify the User or the Company that it represents for damages that would be related to claims, lawsuits or convictions, brought by a third party alleging an intellectual property right allegedly infringed by the User because of the use of the Platform outside the potential object of the transaction,

provided that the User immediately notifies him in writing of the existence of the lawsuit, makes a request for his defense, brings him its full cooperation in the said defense and does not compromise without having first obtained the written agreement of SOFTCORNER. This warranty does not apply in case of diversion or use of the Service not in accordance with its intended purpose and on-line instructions, in case of use not in accordance with the present, in case of modification by the User of the terms and conditions of use. access to the Service, in case of interfacing the Service to third-party services without the prior approval of SOFTCORNER, or for any claim that is related not to the components of the Service but to the Software and / or Data objects of Transactions on the Platform.

Insofar as the component is recognized as infringing by a final decision having the force of *res judicata*, or by SOFTCORNER itself, SOFTCORNER may at its option and at its expense: (i) modify the component in question so that the Platform is no longer infringing, (ii) replace the component with a non-infringing component, with functionality that is globally equivalent or superior in performance, and (iii) obtain the rights of use for the User to continue to operate the Service in accordance with the terms of the present. Failing this, SOFTCORNER may terminate these terms without compensation to the Client. In this case, the current Transactions will be transferred directly to the relevant Buyers and Sellers so that they can finalize their Transactions.

For its part, the User provides SOFTCORNER with the same guarantee on the Data stored and used via the Service, and holds SOFTCORNER harmless from any claim or conviction pursued by a third party and based on its intellectual property rights in particular. It is recalled that only Licenses legitimately acquired by the Seller may be the subject of Transactions via the Service, in compliance with the intellectual property rights of the Publishers and up to the rights of use held by the Seller.

In order to ensure the proper functioning of the Services, the User expressly and freely grants SOFTCORNER a license to use the contributions posted online in the Community, allowing SOFTCORNER to reproduce, represent and adapt them, for the term of copyright protection. These user contributions may be reproduced by SOFTCORNER for communication purposes.

9. CONFIDENTIALITY AND SECURITY

The Data and the elements of the infrastructure and the Platform constitute confidential information for the parties. Each party agrees to (i) keep confidential any information it receives from the other Party; (ii) not divulge the confidential information of the other Party to any third party; and (iii) use the Confidential Information of the other Party only for the purpose of fulfilling its obligations under the Agreement. The confidentiality obligation of a Party lasts as long as the other Party intends to maintain its confidential information, except in the case of a request for transmission from a legal or judicial authority. SOFTCORNER undertakes to ensure the security and confidentiality of the Data included in the Platform by putting in place technical and organizational measures protecting the Data against unauthorized access, use or disclosure. SOFTCORNER assumes no obligation regarding the security and / or confidentiality of the Data as it passes over the Internet, which the User recognizes.

Each Party shall promptly notify the other Party of any suspicion of an infringement or risk of breach of the confidentiality of the information it holds. All confidential information and their reproductions, transmitted by a Party to the other, will remain the property of the disclosing Party and must be returned to him immediately upon his request and at the latest upon termination or arrival of the term of the GTU. It is expressly agreed between the parties that the disclosure by one party of confidential information to the other Party under the GTU may in no way be interpreted as conferring expressly

or implicitly to the receiving Party, any right (under any license or otherwise) to the materials, inventions or discoveries to which such confidential information relates, or any other intellectual or industrial property right.

However, this obligation of confidentiality does not cover: (i) information that was already known to the receiving Party before the conclusion of the TOU; (ii) information that was already in the public domain at the time of its disclosure or subsequently fell into the public domain without fault or negligence on the part of the receiving Party; (iii) information that has been obtained regularly from other sources that are not bound by an obligation of confidentiality with respect to the Party that disclosed the information; (iv) the information which must be communicated to a third party, in particular to a competent regulatory authority, by the imperative effect of a law, a court decision or a decision emanating from a competent Community public authority, French or foreign.

In the presence of a confidentiality agreement signed between the parties, the terms and conditions applicable to the confidentiality are substituted for these conditions for the duration of use of the Platform.

10. PERSONAL DATA

SOFTCORNER commits itself to apply the law n ° 78-17 of January 6th, 1978 modified, as well as the European regulation, applicable in the matter of the protection of the personal data. In connection with the use of the Marketplace, SOFTCORNER may collect Personal Data, Users, and Traders (Buyers or Sellers). Whenever SOFTCORNER, in the context of the execution of the Contract, proceeds to process personal data (within the meaning of the applicable law) of the employees, agents, executives or co-contractors of Users, SOFTCORNER undertakes to: (i) process personal data collected only if this is required for the performance of the Service; (ii) keep the personal data confidential under the conditions required by the CNIL; (iii) take appropriate organizational, physical and technical security measures to protect personal data; (iv) immediately inform the User of any security-related or suspected incidents involving personal data; (v) not to transfer personal data outside the European Economic Area without the prior written consent of the Customer; (vi) assist the User, as necessary, to enable him to comply with his obligations regarding the protection of personal data.

Insofar as SOFTCORNER uses subcontractors for the processing of personal data (hosting provider, third-party payment certifier), SOFTCORNER ensures that its subcontractor complies with a level of protection at least equivalent to the stipulated level of protection in this article. In particular as regards the third party certifying the payment, the terms and conditions for the registration and processing of personal data are stipulated in its general terms and conditions of service, as an appendix to the SOFTCORNER Transaction Terms and Conditions. In case of collection of credit card number or bank details, these are subject to retention by the certifying third party in the secure conditions exposed to its terms and conditions.

SOFTCORNER retains the personal data of the Users only during the existence of the account they have opened on the Platform, until removal of said account increased by a maximum of three (3) years in accordance with the recommendations of the CNIL.

11. RESPONSABILITY AND FORCE MAJEURE

Any use of the Platform and Services by a User is under its responsibility (or under the responsibility of the Company on whose behalf the Platform and / or the Services are used). The User (or the Company on whose behalf he is acting) assumes full responsibility for the Data that he uploads and will be liable for damages of any kind, caused to

SOFTCORNER, its partners, a other Company or a third party, by its use of the Platform or its Services or resulting from a disclosure of its codes. The User undertakes not to put on line any Data that may infringe the rights of third parties, the User (or the Company on whose behalf he acts if necessary) guaranteeing and holding SOFTCORNER harmless against any action or claim introduced by a third party on the grounds that the Company's use of the Service infringes its rights or causes it prejudice.

SOFTCORNER may be held liable for direct damages suffered by the User or a Company, proven by the User or the Company and strictly attributable to SOFTCORNER, whether material or immaterial, in the event of SOFTCORNER's breach of its contractual obligations , proven by the Company. The damages that would be suffered by its Users are confused with those that the Company may claim under this article.

In any event, SOFTCORNER can not be held liable, whether in contract, tort or otherwise, for any indirect damages that a User or a Company may suffer as a result of using the Platform or the Services or in case of failure of SOFTCORNER to its obligations. SOFTCORNER can not be held liable for any reasonably foreseeable damage resulting from the use of the Platform or Services, disruptions that could affect the Platform (resulting from malfunctions, bugs, errors, inaccuracies, viruses, or any other malicious software) , the actions or lack of action of third parties, the suspension or any other actions taken against an Account resulting from a breach of the GTU, or losses resulting from a modification of GTU. SOFTCORNER can not be held responsible for damages caused by the content of web pages accessible by outgoing hypertext links present on the Platform. The User and / or his Company is therefore prohibited from engaging the responsibility of SOFTCORNER concerning the content of web pages accessible by outgoing hypertext links.

In any event, SOFTCORNER's liability to the User and / or the Company (including all Users) for any direct damage in accordance with this article, shall be limited to the payment of damages and interest will not exceed the total amount of commissions actually charged by SOFTCORNER to the Company during the last 12 months.

The above limitation of liability shall not apply to SOFTCORNER's liability for damage caused by a breach of its obligations with respect to personal data, eviction guarantee as granted in Article 8, confidentiality, personal injury or bodily injury, gross negligence or willful misconduct and any other public policy provision.

Finally, the responsibility of the Parties can not be engaged in case of force majeure as defined by the French case law.

12. DURATION

The GTU come into effect as from their acceptance by the User for an indefinite period corresponding to the opening period of the Starter Account.

The User may terminate the GTU by closing the Starter Account. At the expiration of the notice, the User loses his right to use the Service and the Account is closed. If the User was among several Registered Users on behalf of a Company, the termination of the User's account has no effect on the other User accounts or the Trader Account of the Company.

13. TERMINATION

In the event of a breach by one of the parties to one of its main contractual obligations, which has not been repaired within thirty (30) calendar days of the formal notice sent by registered letter with acknowledgment of receipt notifying

the issue, the other Party may assert the termination of the Contract, without prejudice to any damages and interest to which it may be entitled.

In addition, in the event of a breach by a User of any of the stipulations of the Contract, not repaired within thirty (30) calendar days from the formal notice sent by registered letter with acknowledgment of receipt notifying the failure to do so, SOFTCORNER reserves the right to (i) suspend the corresponding Account, as well as the associated Sale Offers or Request for Proposals, and in the event of persistent default fifteen (15) additional days, to (ii) terminate the Contract without any compensation whatsoever and without prejudice to the amounts that SOFTCORNER may claim as damages to the User or the Company on behalf of which he is acting.

Finally, the User may terminate his Account and terminate the present, in case of a change of control or a total or partial transfer of the activity of SOFTCORNER to the benefit of a competitor of the User. If applicable, the User is required to finalize any Transaction in progress at the time he is informed of the modification in question at SOFTCORNER, and the User does not receive any compensation or compensation as a result of the termination.

14. EVIDENCE

The User acknowledges that any action and electronic communication carried out within the framework of the Services will have the same probative force as a written document, it being specified that SOFTCORNER ensures the archiving of actions and electronic communications between the Users and SOFTCORNER. In the event of a dispute, SOFTCORNER may validly administer the proof of any request, position, order or transaction made by the Users of the Company via its login and operation logs which alone will be authentic, which the User acknowledges.

15. MISCELLANEOUS

If one of the stipulations of the GTU or of another contractual document is declared invalid or without effect by the competent jurisdiction, this stipulation will be executed within the limit of what is possible or authorized, and the validity of the GTU or the Contractual Document in question will not be affected in any way. The present will be adjusted, if necessary, in order to give maximum effect to the economy of the latter and to the Parties, including in the event of a gap in the GTU.

THE CONTRACT IS SUBJECT TO FRENCH LAW. ANY DISPUTE RELATING TO THE SERVICES, NOT FRIENDLY RESOLVED BETWEEN SOFTCORNER AND THE COMPANY WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT TRIBUNAL OF PARIS.