

STARDUST TERMS AND CONDITIONS

Article 1: General provisions

STARDUST invites its clients to join them throughout the process of creating their digital solutions (apps, websites, emailing, connected objects, other technologies), from defining the test strategy to verifying the smooth running of the solutions deployed on the new mobile terminals via the functional and technical proceed phase.

Article 2: Order and approval

2.1 Any order implies the acceptance without restriction of our general conditions of sale and our tariffs mentioned in the document entitled "Quote". The client declares that s/he has acknowledged this.

2.2 Every order is the subject of a Quote (or a purchase order) predefined by the company STARDUST. Only duly completed and signed documents returned to STARDUST at the following address: 37 Rue Guibal, PôleMédia, 13003 Marseille, or to the following e-mail address: comptabilite@stardusttesting.com, will validate the order. The signature of this document entails an unrestricted acceptance of the general terms and conditions of sale.

Article 3: Effective date and duration of the contract

3.1 Any Purchased Order Form will be submitted for acceptance by STARDUST. Only after acceptance by STARDUST by means of a confirmation will the contract between the parties be finalised.

3.2 The contract shall take effect from the Quote's start of validity date and end on the Quote's expiry date, or at the end of the mission.

Article 4: Rates and terms of payment

4.1 All our prices are in euros excluding taxes. The rates are those in effect at the time of registering the order. They are accepted unreservedly by the client when ordering.

4.2 The terms of payment shall be those indicated on the quote based on the level of service chosen by the client.

4.3 The amounts invoiced are payable in full and immediately upon receipt of the invoice. Penalties are due on the day following the invoice date in cases where the amount is paid after this date, without the need of a reminder. These penalties are calculated on the VAT amount of the remaining sum due, at the interest rate set by the European Central Bank plus a margin of 8 percent. The rate of legal interest retained is that which is in effect on commission's end date.

In addition to late payment, any amount, including the advance payment, not paid on its due date, will produce payment of a flat-rate allowance of 40 Due to collection costs.

Article 5: Levels of performance - STARDUST's Commitments

5.1 The elements stated in the quote and the Kick-Off Briefing constitute STARDUST's service commitment. The briefing document will be sent to the client for approval. The absence of the client's reply within 3 business days will be considered as acceptance of the agreed terms in the Kick-Off. On this basis, STARDUST undertakes to identify detectable bugs at the time of the intercession.

5.2. The Contractor undertakes to deliver the End-of-Project Review to the Client within 5 business days of the mission end date.

Article 6: Client Commitment

6.1 As operational contact designated by the Service Provider, the Client agrees to provide all technical instruments and computer equipment as well as any other information useful to the commission's execution, at the start of the intended mission. This information will be regularly updated by the customer, as necessary.

6.2 The Client agrees for the Test Platforms to be accessible, stable and efficient on the contractor's networks from the mission's outset as specified in the Kick-Off briefing, and available throughout the duration of the mission. In the event of non-availability of Test Platforms that are specified in the provisional planning, the Customer undertakes to notify the Provider at least two (2) business days in advance. The penalty provided for in Article 13 hereof shall be from the Client to the Provider in the following cases:

- In the event of unforeseen non-availability of Test Platforms as set out in the provisional planning, the Client undertakes to notify the Provider at least two (2) business days in advance.

;- In the event of a defect in performance or stability of the platforms which will result in an additional workload of more than two (2) business days.

Article 7: Confidentiality

STARDUST commits to not use or disclose confidential client information as defined below, written down as such or which must be considered in good faith as confidential by their nature or the circumstances surrounding their disclosure. By express agreement, the "Confidential Information" is defined as all information exchanged in the

framework of the Contract that is not publicly available and all information that has not been made public by the divulging Party.

Article 8: Copyright, copyright and other intellectual and/or industrial property rights

Subject to the intellectual property rights of third parties, the customer is and will remain sole proprietor of all intellectual property rights relating to the Application and its associated modules. STARDUST shall not modify, copy, reproduce, download, broadcast, transmit, sell or distribute in any way the Application and associated modules, or to allow third parties, directly or indirectly, whether by contract license, or otherwise, to use, reproduce or modify the Application and the associated modules.

Article 9: Ownership of surrendered items

9.1 Data, files and other documentation made available to STARDUST by the client for execution of the commission remain the exclusive property of the client or third parties having made such items available to STARDUST.

9.2 At the end of the Contract, STARDUST will return to the client the material submitted to it for the execution of the commission undertaken as part of the Contract. During the restitution, the Parties undertake to sign a return report. At the end of the Contract, STARDUST will cease all use of the Application.

Article 10: Commercial referencing

It is expressly agreed between the Parties that STARDUST may use the client's reference, name, brands and logos, for reference as well as for any public broadcasting (press and website in particular).

Article 11: Liability - Force Majeure

11.1 STARDUST can under no circumstances be held responsible for the customer or any third party for reasons of direct or indirect damage and, in particular, without limitation, for damages resulting from the impossibility of using the Application or loss of data.

11.2 STARDUST's liability shall in no way be incurred for the occurrence of Force majeure, by reason of a third party or by reason of one of its employees. Force majeure suspends obligations arising from this for the entire duration of its existence and shall not give rise to early termination for non-performance.

11.3 Except in proven cases of malice or gross negligence, the STARDUST cannot be held responsible for any unfortunate or unwelcome occurrences that occur in connection with the performance of the service.

Article 12: Staff Non-Solicitation Clause

The Client expressly refrains from soliciting with a view to hiring directly or indirectly any staff member of the Service Provider even if the solicitation is formulated by the collaborator. The Client vouches for the enforcement of this prohibition to other companies in the group to which they belong. This prohibition applies for the entire duration of the commission and for the year following its termination, for any cause whatsoever. In the event of breach of this prohibition, the Client shall immediately pay to the Provider

as penal clause, an indemnity for an amount equal to 6 months of gross wages.

Article 13: Penalty

Failure to comply with this deadline and in the case referred to in Article 6.2, the client shall be liable to penalties of delay to the Provider equal to 5% of the amount (excluding tax) of the quote, per day elapsed beyond the deadline, within the 5-day limit. This penalty shall be applied by operation of law, without need to carry out formalities or make a formal demand.

Article 14: Cancellation - Early Termination

14.1 The order will be considered due and invoiced in full if the cancellation occurs less than five days (5 days) prior to the date of delivery.

14.2. In the event of total breach of the terms of contract by either party, the other party may terminate the present contract by registered letter with delivery receipt, after sending a formal notice by registered letter with acknowledgment of receipt, remaining unforthcoming within 30 (thirty) days of its receipt, without prejudice to the damages that might otherwise be claimed.

14.3 In the event of early termination of this Agreement, the sums due to STARDUST will be immediately payable on a pro-rata basis to the services already undertaken with no possibility of exercising compensation of any kind.

Article 15: Customer Service

For any claims arising in the execution of the contract, the tenant must send an e-mail as soon as possible to contact@stardust-testing.com.

Article 16: Election of address - Allocation of competence

For all disputes arising under and in connection with this contract, an attempt to reach an amiable settlement will be undertaken. Failing this, a competent authority will be determined according to the Brussels Regime (Regulation (EU) No 1215/2012).

Article 17: Governing law

All disputes arising under or in connection with this agreement, whether contractual or non-contractual shall be governed by French law.