

**Cloud Agreement**  
**N°20032**

The present Cloud agreement (“**Cloud Agreement**”), includes the present page and its appendices (as listed below) including the Cloud Terms and Conditions, and is a binding agreement between:

<b>Company</b>	<b>SES-imagotag, S.A.</b>
incorporated under the laws of	France
under n°	479 345 464 R.C.S. Nanterre
with a capital of	31 516 216 €
having its registered office at	55 Place Nelson Mandela, 92000, Nanterre, France
represented by	Thierry Gadou, CEO
If the Cloud Agreement is executed by an affiliated company of SES-imagotag Group, such company is acting on its own behalf as well as on behalf of the parent company, as described below, which is entitled to perform the Agreement: SES-imagotag, French limited liability company with capital of 31 516 216 Euros, incorporated under the laws of France, having its registered office at 55, Place Nelson Mandela, 92000 Nanterre, France	

Hereinafter referred to as “**SES-imagotag**”

**ON THE ONE HAND**

**AND**

<b>Company</b>	<b>COMPANY NAME</b>
incorporated under the laws of	Country
under n°	registration number
with a capital of	capital
having its registered office at	headquarters
represented by	legal representative

Hereinafter referred to as the “**Client**”

**ON THE OTHER HAND**

Hereinafter individually referred as a “**Party**” and collectively as the “**Parties**”

**IMPORTANT-READ CAREFULLY BEFORE USING SES-IMAGOTAG SERVICES:**

This Cloud Agreement applies to your use of SES-imagotag services as defined in this hereby Agreement. If you are accepting this Cloud Agreement on behalf of an entity or organization, you represent and warrant that you have appropriate authority to enter into this Cloud Agreement on behalf of such entity or organization.

In case the Client decides to subscribe to both solutions for its stores, the Client will be billed based on the type of solution for each store.

Optional software services will apply evenly to all the Client stores under the same solution.

<b>Software services - Agreed price with the Client (per store per month):</b> <i>The Cloud based services must be ticked in the following section, VUSION Cloud and/or VUSION Insight.</i>	
<input type="checkbox"/> <b>VUSION Cloud:</b>  Nano (<1000 ESL) Small (1001-10000 ESL) Medium (10001-30000 ESL) Large (>30000 ESL)	<input type="checkbox"/> <b>VUSION Insight:</b>  VUSION Insight  VUSION Insight Pro
<b>VUSION Cloud Optional software services – Agreed price with the Client (per store per month):</b> VUSION Manager Pro            VUSION Link Pro VUSION Studio                    VUSION Geolink  <u>APIs:</u> VUSION Manager Pro            VUSION Link Pro VUSION Optipick                 VUSION Geolink Activation fees: Nano    Small	<b>VUSION Insight Optional software services – Agreed price with the Client (per store per month):</b> VUSION Studio  VUSION Geolink Geolink activation fees:  <u>APIs:</u> VUSION Optipick Activation fees:

Medium Large	Nano Medium Small Large
<b>VUSION Cloud Support plan (per store per month):</b> Business <input type="checkbox"/> or Premium <input type="checkbox"/> Nano Medium Pro-active Support (optional) Nano Medium	<b>VUSION Insight Support plan (per store per month):</b> Support plan  Pro-active Support (optional) Nano Medium Small Large
<b>BY USING SES-IMAGOTAG SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS CLOUD AGREEMENT TERMS AND CONDITIONS</b> Place:  Date:  Signature:	

**Appendices (applicable to every stores):**

- A - Cloud Terms and Conditions     
  C - Store identity     
  E - Support plan description  
 B - Software services description     
  D - Optional software services description

## APPENDIX A - CLOUD TERMS AND CONDITIONS

The present document describes the terms and conditions of the license to VUSION Cloud and VUSION Insight granted by SES-imagotag to the Client and its associated services (hereinafter referred to as the “**Cloud Agreement**”).

### 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.

“**Agent**” means exclusively programs provided by SES-imagotag for the functioning of VUSION Insight.

“**APIs**” means the application programming interface developed and provided by SES-imagotag 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 or Optional software services solely on behalf and for the benefit of the Client in the operation of the Client’s business. Such Authorized Users should be declared to SES-imagotag in Appendix C.

“**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 SES-imagotag. 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 SES-imagotag’s Software services or Optional 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 and Optional software services, which materials are designed to facilitate use of the Software Services and Optional software services which are provided by SES-imagotag to the Client in accordance with the terms of this Cloud Agreement.

“**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 Cloud Agreement 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 Rights**” 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.

“**Interfacing Software**” means one (1) or more software applications developed by or on behalf of the Client to interface with and

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interoperate with the SES-imagotag Equipment through the API.

“**Optional software services**” means Software and APIs developed by SES-imagotag, proprietary processes, any third-party data, documentation and output delivered by SES-imagotag, and which are additionally subscribed to the Software services by the Client. Optional software services are limited to the services associated to the Software and APIs described in Appendix D.

“**SES-imagotag Equipment**” means SES-imagotag solutions manufactured by or on behalf of SES-imagotag and intended for use with the API.

“**SES-imagotag Materials**” means the API and the Documentation related to API and other API materials made available by SES-imagotag.

“**Software services**” means Software and APIs developed by SES-imagotag, proprietary processes, any third-party data, documentation and output delivered by SES-imagotag to provide a cloud-based solution. Software services are limited to the services associated to the Software and APIs described in Appendix B.

“**Software**” means exclusively programs licensed by SES-imagotag to the Client. The Software may include other software programs needed for its functioning.

“**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 and Optional software services.

“**Support Plan**” means the specific services offered by SES-imagotag as set forth in Appendix E to this Cloud Agreement.

## **2. Contractual Documents**

The Cloud Agreement is composed of the following documents in descending order of priority:

- The signature page;
- Appendix A - Cloud Terms and Conditions;
- Appendix B - Software services description;
- Appendix C – Store Identity;
- Appendix D – Optional software services description (if applicable);
- Appendix E – Support plan description
- Any other specific appendix listed on signature page.

In case of discrepancy between the documents, the document at higher level shall prevail.

## **3. Scope**

SES-imagotag shall provide to the Client the Software services described in Appendix B, the Optional software services and the Support plan described respectively in Appendix D and E, if applicable. The Client authorizes SES-imagotag to perform, on behalf of the Client and its Affiliates, such Software services, Optional software services and Support plan subject to the terms of this Cloud Agreement and in accordance with any further requirements and instructions set forth in Appendix B, D and E.

## **4. Subscription**

Subject to the terms and conditions contained in this Cloud Agreement, and solely during the Term, SES-imagotag hereby grants to the Client a non-exclusive, non-transferable right:

- (i) to access the features and functions of the Software services and Optional software services, solely by Authorized Users and solely as contemplated in this Cloud Agreement;
- (ii) to use the Support plan, if applicable;
- (ii) to upload the Client Data to the Software services and Optional

software services through the Internet;

(iii) to use the SES-imagotag Materials for the sole purpose of developing, testing and supporting the Interfacing Software to interface with and interoperate with the SES-imagotag Software through the API ; 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 and Optional software services.

## **5. Client’s Obligations**

SES-imagotag may allow sole access to the named stores, listed in Appendix C, 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 Cloud Agreement. The Client shall make all Authorized Users aware of the provisions of this Cloud Agreement as applicable to such Authorized Users’ use of the Software services and Optional software services and shall make Authorized Users to comply with such provisions.

The Client shall make sure that they comply with all pre-requisites necessary to use the Software and APIs correctly.

The Client agrees that it has collected and shall maintain and handle all Client Data 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.

Should the Client learn of an unauthorized third party having

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obtained knowledge of a password, the Client shall inform SES-imagotag thereof without undue delay and promptly change the password. The Client is responsible for the connection to the Software services and Optional software services, including the Internet connection.

In case of subscription of the Support plan, the Client must provide SES-imagotag with all the necessary equipment, configured and operational, for remote repair of the Electronic Labelling System (e.g., VPN access or any other means that will allow SES-imagotag to take control remotely).

**6. Means of access to the services**

SES-imagotag may open access to the Software services and Optional software services only after Cloud Agreement’s signature by the Client. After Cloud Agreement’s signature, the Client shall fill in the required information, as described further in Appendix C. On or as soon as reasonably practicable after the Effective Date (as defined in Section 21), SES-imagotag shall provide to the Client the necessary information and network links or connections to allow the Client to access the Software services and Optional software services.

All Software Updates will be set at the sole discretion of SES-imagotag. The updating of VUSION Insight’s Agent on the Client’s on-premise server will be set at the sole discretion of SES-imagotag and does not include the update of the on-premise software.

SES-imagotag does not provide the equipment to access the Software services and Optional software services in the frame of this Cloud Agreement. The Client is responsible for all fees that may be charged by third parties to access the Software services and Optional

software services (e.g. fees by internet service providers).

**7. Services and availability**

**7.1 Services**

SES-imagotag will provide support for the Software services as described in Appendix B, as well as Optional software services described in Appendix D (if any). Additional support is available to the Client by subscribing to the Support Plan described in Appendix E. SES-imagotag will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Software services and Optional software services, and the Client shall comply with the applicable security guidelines and procedures made known to the Client through the Software services and Optional software services or otherwise.

SES-imagotag has an obligation of means (“Obligation de moyens”) regarding the SLA time provided in Appendix E.

The Client agrees that SES-imagotag does not control the transfer of data, including but not limited to the Client Data, over telecommunications facilities, including the internet. SES-imagotag does not warrant secure operation of the Software services and Optional software services (including any additional services – if any) or that such security technologies will be able to prevent third party disruptions of the Software services or Optional software services.

The Client grants to SES-imagotag the nonexclusive right to use the Client Data for the sole purpose of and only to the extent necessary for SES-imagotag to provide the Software services and Optional software services, and Support plan. The Client shall be responsible for entering the Client Data into the Software services and Optional

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 SES-imagotag that the Client Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SES-imagotag or its subcontractors to provide the Software services and Optional software services.

**7.2 Availability**

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

- the data and the product association with labels are received 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:

$$\left[ \frac{\text{Total – non-excluded} - \text{excluded}}{\text{Total – excluded}} \right] \geq 99\%$$

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 following:
  - “Agreed Down-Time” for maintenance or upgrade whereby for major releases or upgrades, SES-imagotag gives the Client prior notice that the Software services will be unavailable.

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

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the portion during which the Client subscribed.

Should SES-imagotag fail to achieve ninety nine percent (99%) system availability over a calendar month, the Client shall have the right to receive a credit equal to one percent (1%) of its subscription fees for the Software services for that month, for each one percent (1%) (or portion thereof) by which SES-imagotag fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is the Client’s sole and exclusive remedy for any breach of this service level warranty. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period. Availability is further limited as set forth in Section 18.2 (“**Availability Specific Disclaimers**”).

**8. Usage Restrictions**

**8.1. General restrictions**

The Client shall not:

- (i) copy or duplicate the Software services and Optional 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 and Optional software services is compiled or interpreted, and the Client acknowledges that nothing in this Cloud Agreement will be construed to grant the Client any right to obtain or use such source code;
- (iii) distribute, or otherwise transfer the Software services and Optional software services to any third party or incorporate the Software services and Optional software services in any software, product, or technology;
- (iv) modify the Software services and Optional software services, or the Documentation, or

create any derivative product from any of the foregoing, except with the prior written consent of SES-imagotag;

(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 4 “Subscription”;

(vi) upload and/or use any data, fonts, images and typefaces without having previously executed the appropriated end user license agreement if necessary. SES-imagotag does not provide any font and typeface within this Cloud Agreement and it is Client’s sole liability to acquire the necessary rights to use said fonts and typefaces;

(vii) perform any security test of any kind without SES-imagotag’s prior consent, including penetration tests and security breach attempts;

(viii) use any Software services and Optional 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 and Optional 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, or that violates any applicable law.

The Client will not use the Software services, Optional software services, Documentation or any other materials and solutions provided by SES-imagotag except in compliance with this Cloud Agreement and SES-imagotag obligations to any third party with respect thereto, provided that SES-imagotag has notified the Client of such obligations.

**8.2. Fair use restrictions**

The Client agrees to use the Software services and Optional

software services only for lawful purposes. The Client agrees to comply with all applicable laws, rules, regulations and to follow the best practices in connection with the use of the Software services and Optional software services. The Client may not use the Software services and Optional software services to publish content or engage in activities that are illegal under applicable law, that are harmful to others (at SES-imagotag’s discretion), or that would potentially subject SES-imagotag to incur its liability, including, without limitation, infringing the intellectual property or other proprietary rights of third parties.

Any material or conduct that, in SES-imagotag’s sole discretion, would violate the Fair Use Policy(as defined below) in any manner, may result in limitation, suspension or termination of the Software services, Optional software services and any other services provided under this Cloud Agreement or removal of the user’s account with notice. SES-imagotag’s Availability commitment does not apply in case of Client’s non-compliance with this Fair Use Policy.

SES-imagotag has set limits that must not be exceeded (the “**Fair Use Policy**”):

- Ratio between number of Items and ESL per store: maximum five (5);
- Ratio between number of references and Items: maximum three (3);
- API calls: maximum of one hundred thousand (100,000) calls per day;
- API calls: maximum one (1) GB data per day (outbound and inbound);
- Maximum fifty (50) fields per item;
- Maximum two (2) kB per Item.

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**9. SES-imagotag Materials**

**9.1 SES-imagotag Materials limitations**

With regards to SES-imagotag Materials, the Client shall not (and shall not enable or authorize any third party to) do any of the following:

(i) combine or integrate the SES-imagotag Materials with any software, technology, services, or materials not authorized in advance by SES-imagotag;

(ii) permit the Interfacing Software to disable, override, or otherwise interfere with any SES-imagotag-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

(iii) use the SES-imagotag Materials in any of the Interfacing Software to replicate or attempt to replace the user experience of SES-imagotag Software services or Optional software services;

(iv) attempt to cloak or conceal the Client’s identity or the identity of the Interfacing Software when requesting authorization to use the SES-imagotag Software services or Optional software services;

(v) circumvent a technological measure, descramble a scrambled work, decrypt an encrypted work, or otherwise avoid, bypass, remove, deactivate, or impair a technological measure designed to protect the SES-imagotag Software services or Optional software services;

(vi) access all or any part of the SES-imagotag Materials in order to build a product or service which competes with the SES-imagotag’s Software services or Optional software services.

The Client recognizes and agrees that the SES-imagotag Materials contains valuable proprietary information and trade secrets of SES-imagotag and its contractors and suppliers that remain the

property of SES-imagotag. The Client shall protect the confidentiality of, and avoid disclosure and unauthorized use of, such SES-imagotag Materials.

**9.2 Third Party Software**

The Client acknowledges that utilization of the APIs may require the Client’s use of a development tool, compiler and other software and technology of third parties (“Third Party Software”). The Client is solely responsible for procuring such Third Party Software and technology and the necessary licenses for the use thereof. SES-imagotag makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

**9.3 Security**

The Client warrants that the Interfacing Software has been developed to operate with the API content in a secure manner. Client’s network, operating system and the software of its servers, databases, and computer systems (collectively, “Systems”) must be properly configured to securely operate the Interfacing Software and store content collected through the Interfacing Software (including the API content). The Interfacing Software must use reasonable security measures to protect the private information of Client’s users.

SES-imagotag may use technology to detect, prevent or limit the impact of any issues caused by the Interfacing Software (before or instead of suspension of the Client’s access). This may include, for example, filtering to stop spam or limiting the Client’s access to the API for other reasons at the discretion of SES-imagotag.

The Client must have a process to respond to any vulnerabilities in the

Interfacing Software, and in the case of any vulnerabilities related to the Interfacing Software’s connection to the API discovered by the Client or reported to the Client by a third party, Client agrees that it will promptly provide vulnerability details to SES-imagotag to allow SES-imagotag to investigate the issue or concern.

The Client shall be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to SES-imagotag’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. The Client agrees to monitor the use of the Interfacing Software for any activity that violates applicable laws, rules and regulation or any terms and conditions of this Cloud Agreement, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Interfacing Software from further use of the Interfacing Software.

**9.4 Updates and Modifications**

SES-imagotag may, at its sole discretion, and at any time, update or modify the SES-imagotag Materials. The Client understands and acknowledges that this Cloud Agreement does not create any obligation on behalf of SES-imagotag to update or modify the SES-imagotag Materials. The Client further understands that updates or modifications to the SES-imagotag Materials may: (a) remove or restrict previously existing functionality and/or (b) require the Client to update or modify its Interfacing Software without any compensation from SES-imagotag to the Client.

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**10. SES-imagotag Retained Rights and Ownership**

Notwithstanding any other provision of the Cloud Agreement, SES-imagotag hereby retains the right to use, and to grant third parties the right to use, the Software services, Optional software services, Documentation and any other materials or solutions provided by SES-imagotag under this Cloud Agreement for any and all purposes whatsoever. The Client acknowledges that there are no implied licenses granted under this Cloud Agreement. As between SES-imagotag and the Client, SES-imagotag retains all right, title and interest in the Software services, Optional software services, Documentation and any other materials or solutions provided by SES-imagotag under this Cloud Agreement 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 and Optional software services, made by the Client, including translations, compilations, partial copies, modifications and updates, are the property of SES-imagotag. The Client shall not remove any proprietary notices if any from the Software services and Optional software services, or other Documentation.

Any Intellectual Property Rights related to the Software services, Optional software services, or to solutions and materials provided

under this Agreement, shall remain the sole property of SES-imagotag.

**11. Client Data and Right to Use**

During the Term, the Client grants to SES-imagotag a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store and display the Client Data solely to the extent necessary to provide the Software services and Optional 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 Cloud Agreement. SES-imagotag 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 and quality control purposes.

**12. Protection of Client Data**

In addition to its confidentiality obligations under Section 16 (“Confidentiality”), SES-imagotag will not use, edit or disclose Client Data without Client’s consent to any party other than to its affiliated companies or to the Client, or where required by law or regulation.

SES-imagotag will exercise commercially reasonable efforts to maintain the security and integrity of the Software services and Optional 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 SES-imagotag, and shall not rely on SES-imagotag for such back-ups. Technical logs are stored for 30 days and are available only for SES-imagotag teams. History and usage

data (label time lines, 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 Cloud Agreement for any reason and upon written request by the Client, SES-imagotag 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, SES-imagotag may retain a copy of Client Data solely to the extent required to comply with law, regulation, or its internal document retention policies, 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. As between SES-imagotag and the Client, Client Data is the sole and exclusive property of the Client.

SES-imagotag and the Client are further subject to any applicable laws regarding Personal Data Protection.

The Client will collect and maintain all personal data contained in the Client Data in compliance with GDPR.

During the performance of this contract, SES-imagotag 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 (a) SES-imagotag’s legitimate interest in communicating with the said contact persons during the performance of this Contract or in relation to the SES-imagotag’s products and activities or (b) the consent given by the Authorized Users to process their personal data for the use of the Software services

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and Optional software services. SES-imagotag 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 SES-imagotag, SES-imagotag shall comply with relevant data protection and data secrecy laws.

SES-imagotag is authorized to engage subcontractors for the processing of personal data to the extent necessary to fulfil its contractual obligations under this Cloud Agreement. SES-imagotag shall obligate its subcontractors to obey all relevant data protection rules. In case that such subcontractor is located outside the EU, SES-imagotag 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 SES-imagotag from fulfilling its contractual obligations under this Cloud Agreement 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.

**13. Fees**

In consideration for the access rights granted, the Client shall pay to SES-imagotag, certain fees, according to the pricelist agreed upon between the Parties. These fees include the license fee for the Software services and the specific fees for the Optional software services and Support plan subscribed, if any.

Four (4) months before the end of the Initial Period, SES-imagotag may inform the Client of the revised fees applicable to the following Renewal Term. If this occurs, the Client would then be entitled to terminate the Cloud Agreement according to Section 21 (“Term”). Method of payment shall be in the form set forth in section 15 (“Payment”).

The Client will be responsible for payment of any applicable sales, use and other taxes, as well as all applicable export and import fees, customs duties and similar charges (other than taxes based on SES-imagotag’s income), and any related penalties and interest for the delivery of Software services and Optional software services hereunder. The Client will make all required payments to SES-imagotag free and clear of, and without reduction for, any withholding taxes.

**14. Invoicing**

Unless otherwise agreed in writing by the Parties, the Software services, Optional software services and Support plan shall be invoiced to the Client biannually in advance, according to the number of stores given in Appendix C and number of labels. The first invoice is issued at the first billing date (January or July as applicable) following the Effective Date (as defined in section 21 (“Term”) of the Cloud Agreement). At the end of each period, SES-imagotag will issue an adjustment invoice according to actual number of stores and labels using Software services, Optional software services and Support plan during said period. The totality of the fees for any quarter started is due as set forth in Section 15 (“Payment”). In case of significant change of number of stores and/or labels, SES-imagotag will use its best effort to promptly inform the Client about the new

applicable pricelist. In any case, invoicing shall not require issuance of a purchase order by the Client.

**15. Payment**

The Client shall pay invoices within thirty (30) days from SES-imagotag’s issuance of the invoice. Payments shall be made in Euros by wire transfer. However, SES-imagotag is entitled to request payment by direct debit at any time pursuant to the terms of the Cloud Agreement.

In the event that the Client does not pay any amount due within the deadline set forth above, SES-imagotag will have the right to suspend any of the Software services, Optional software services and Support Plan provided as per the Cloud Agreement (including by freezing any labels updates) and to charge a late fee on any unpaid amounts, at the current rate applied by the European Central Bank plus 10 points or the highest amount permitted by law, whichever is higher. SES-imagotag is also entitled to obtain from the Client, as a minimum, a fixed sum of 40 € per late invoice, as compensation for recovery costs.

SES-imagotag may terminate provision of the Software services, Optional software services and Support plan without further notice upon Client’s non-payment after ninety (90) days past the original payment due date.

The Client also shall pay SES-imagotag all reasonable costs incurred in enforcing the provisions of this Section 15 (“Payment”).

No failure by SES-imagotag to request any payment or to demand any performance shall be deemed a waiver by SES-imagotag of Client’s obligations hereunder or a waiver of SES-imagotag’s right to terminate this Cloud Agreement.

**16. Confidentiality**

The Parties acknowledge that during the performance of this

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Cloud Agreement, 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 12 ("Protection of Client Data")) all Confidential Information that is in its possession upon termination or expiration (as the case may be) of this Cloud Agreement.

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 Cloud Agreement, the Client shall not publish any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software services, Optional software services and Support plan without prior written permission from SES-imagotag.

**17. Subcontractor**

The Client may subcontract the development and/or the hosting of the Interfacing Software or other specific requests to subcontractors provided that the Client:

(i) informs SES-imagotag prior to such a subcontracting activity, including the identity of the subcontractor and nature of the activity, prior to the commencement of that activity;

(ii) remains fully responsible for the performance of its obligations under this Cloud Agreement; and

(iii) binds subcontractors to the terms and conditions of this Cloud Agreement.

For the avoidance of doubt, a subcontractor's use of the SES-imagotag Materials for such purposes of the Client shall be permitted under this Cloud Agreement and subject to an additional fee paid by the Client.

Without prejudice to the foregoing, the Client:

(i) is prohibited from communicating its Client's user identifier(s) to its subcontractor;

(ii) will remain fully liable to SES-imagotag for any action or omissions of any subcontractor.

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

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

**18. Warranties and Disclaimers**

**18.1 Warranties**

SES-imagotag specifically disclaims all warranties, express or implied, or statutory, written or oral, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

SES-imagotag does not warrant that the Software services and Optional software services or any other information, materials and/or data provided under this Cloud Agreement will meet Client's requirements or is complete, accurate or error-free. SES-imagotag shall not be held liable for errors or bugs of Software services and Optional software services which do not materially impair the use of the Software services and Optional software services by the Client.

It is hereby stated and agreed that in any case whatsoever can SES-imagotag be held liable in case of Solution failure due to a malfunction coming from the cloud infrastructure provider.

The Client acknowledges that the usage of the Software services and Optional software services may have an impact on the battery lifetime of the labels.

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

SES-imagotag does not assume any liability whatsoever for defects or other failures of Software services and Optional software services:

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(i) caused by application errors of any kind whatsoever or other forms of improper handling of the Software services and Optional software services and which could have been avoided by proper and careful use of the Software services and Optional software services;

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

(iii) caused by viruses or exposure of the Software services and Optional software services to circumstances such as accidents, power failures, etc, which are caused by external factors not under the control of SES-imagotag;

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

(v) caused by network outage or issues

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

(vii) resulting from a use of the Software services and Optional software services which does not comply with the recommendations and specifications of SES-imagotag;

(viii) caused by the Client, their agents, employees, any other manufacturer or any third party outside the sphere and control of SES-imagotag.

(ix) caused by the addition of a new software or hardware configuration not compatible with the Software services and Optional software services (e.g access points, third-parties labels, mobile devices, etc).

(x) caused by the uninstallation, overwriting, alteration or modification of the software and hardware configuration required for the

proper functioning of the Software services or Optional software services (e.g. the Agent, etc).

In case of installation of the Agent for VUSION Insight SES-imagotag is solely responsible for the proper functioning of the Agent.

The Client is not authorized to, and shall not make any representations or warranties on behalf of SES-imagotag.

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

#### 18.2 Availability specific disclaimers

SES-imagotag shall not be responsible for ensuring the Availability as set forth in Section 7 (“Services and Availability”), in the occurrence of the following events:

(i) power outage on SES-imagotag access points;

(ii) network outage or issues;

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

(iv) third party access points configuration;

(v) client-overwritten configurations.

#### 18.3 VUSION Geolink specific disclaimers

In addition to the Disclaimers set forth above SES-imagotag may not be liable for any service interruption due to the following reasons:

(i) No printed barcodes in the stores, dark stores or warehouses;

(ii) Deteriorated barcodes in the stores, dark stores or warehouses;

(iii) Client’s employees moving labels without respecting the process defined by SES-imagotag and agreed with the Client.

#### 18.4 VUSION Optipick specific disclaimers

SES-imagotag will not be held responsible for any service interruption due to:

(i) Client not having a compliant transmission infrastructure in-store to support Optipick; (e.g access points and labels firmware compatibility); or

(ii) Client’s labels not supporting multi-color flash. The Client is limited by the colors supported by its labels.

### 19. **Indemnification**

SES-imagotag 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, Optional 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 SES-imagotag within ten (10) calendar days in writing of the claim, cooperates with SES-imagotag, and allows SES-imagotag sole authority to control the defense and settlement of such claim, provided that SES-imagotag 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 defense of such claim thereof by counsel of its own choice and expense.

If such a claim is made or threatened, SES-imagotag shall, at its sole discretion, enable the Client to continue to use the Software services, as well as Optional software services and Support plan, if applicable, or to modify or replace any such infringing material to

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make it non-infringing. If SES-imagotag determines that none of these alternatives is reasonably available, the Client shall, upon written request from SES-imagotag, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 19 (“Indemnification”) shall not apply if the alleged infringement arises, in whole or in part, from:

- (i) Client’s modification of the Software services, Optional software services and/or Software or any of the SES-imagotag Materials;
- (ii) combination, operation or use of the Software services and Optional software services with other software, hardware or technology not provided by SES-imagotag;
- (iii) Client Data.

**20. Limitation of liability**  
 ANY LIABILITY OF SES-IMAGOTAG VIS À VIS THE CLIENT FOR DAMAGES OF ANY KIND CAUSED BY SES-IMAGOTAG DUE TO SLIGHT NEGLIGENCE SHALL BE EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SES-IMAGOTAG 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 AND OPTIONAL SOFTWARE SERVICES OR THIS CLOUD AGREEMENT, EVEN IF SES-IMAGOTAG 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 SES-IMAGOTAG TO THE CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS CLOUD AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL FEES PAID TO SES-IMAGOTAG BY THE CLIENT UNDER THIS CLOUD AGREEMENT 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 SES-IMAGOTAG.

**21. Term**  
 The Cloud Agreement shall commence on the Effective Date and shall remain in effect one (1) 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 Cloud Agreement 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 21 (“Term”).

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

Any provision of this Cloud Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Cloud Agreement, including Sections 1, 10, 16, 19, 20 or 26 shall survive the termination of this Cloud Agreement along with any terms that would by their nature survive such termination.

**22. Termination for contractual breach**

Either Party may terminate this Cloud Agreement immediately upon written notice in the event that the other Party materially breaches this Cloud Agreement 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.

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**23. Termination by SES-imagotag**

SES-imagotag shall be entitled to terminate this Cloud Agreement automatically (“de plein droit”), 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 disparages SES-imagotag or any of its Affiliates, or otherwise devalues the name, logos, trademarks, goodwill or reputation of SES-imagotag or any of its Affiliates;

(ii) the Client breaches a substantial obligation of the Cloud Agreement (Sections considered substantial provisions: 4, 5, 8, 9.1, 13, 15, 16);

(iii) the Client brings or threatens to bring any patent claim against SES-imagotag or any of its Affiliates (including any cross-claim or counterclaim) to enforce any patents the Client alleges are infringed by the SES-imagotag Materials;

(iv) the Client submits or files a petition of bankruptcy or is declared bankrupt or starts proceeding of arrangement or settlement in relation to bankruptcy;

(v) the Client applies to the Court (or any other person so entitled), for the appointment of an administrator in relation to dissolution, bankruptcy, or similar proceeding; or

(vi) the Client submits a petition for winding up except in the case of a *bona fide* intra-group reorganization.

**24. Consequences of termination**

As from the termination date of the Cloud Agreement, the access to and

the right to use the Software services, Optional software services and Support plan will be immediately stopped without prior notice. The Client commits to immediately pay pending invoices to SES-imagotag.

**25. 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 Cloud Agreement 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 Cloud Agreement, 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 25 (“Termination for Force Majeure Event”) shall be required for the purpose of any termination pursuant thereto.

**26. GOVERNING LAW AND COMPETENT JURISDICTION**

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

**27. General**

The Client acknowledges that SES-imagotag 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 SES-imagotag prevails in any proceeding or lawsuit brought by either party in connection with this Cloud Agreement, SES-imagotag 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 Cloud Agreement without obtaining SES-imagotag’s prior or contemporaneous written consent and any attempted or purported assignment by the Client shall be null and void. This Cloud Agreement 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 Cloud Agreement may not be amended or modified without the mutual written agreement of the Parties.

*SES-imagotag, French limited liability company with capital of 31 516 216 Euros, incorporated under the laws of France, having its registered office at 55, Place Nelson Mandela, 92000 Nanterre, France*

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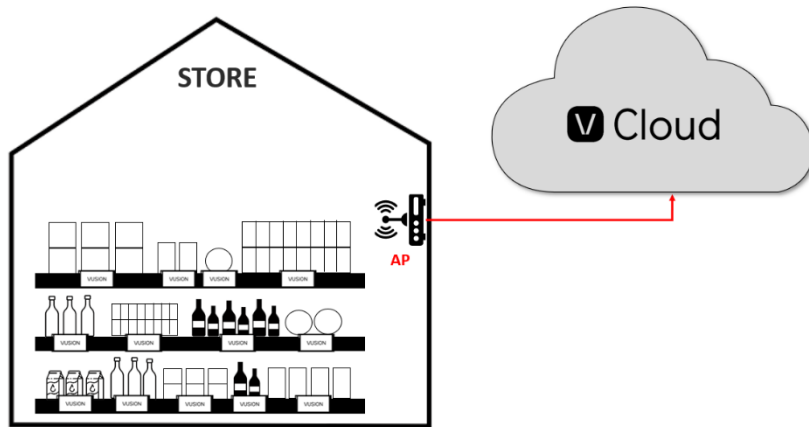
## APPENDIX B – SOFTWARE SERVICES DESCRIPTION

All the features listed in this section are non-exhaustive. Always refer to your sales representative for any further details.

### 1. Description of VUSION Cloud

**VUSION Cloud platform:**

VUSION Cloud is a cloud platform with high security, reliability, and performances, allowing customers to manage and monitor their Electronic Shelf Labels (“ESL”) in order to optimize their in-store efficiency and improve their customers experience.



VUSION Cloud can be accessed via an internet connection and secure login through our graphical interface VUSION Manager or thanks to APIs.

**VUSION Manager: manage and monitor stores remotely**

VUSION Manager is the graphical interface of VUSION Cloud. Thanks to various dashboards and statistics, it is now possible to have a real-time access to your stores’ activities and to the status of their assets. Manage your labels and items easily and keep an eye on all your stores at once.

Details		VUSION Manager
Store activity	Stores list and details (number of items, labels, access point, last integration date, last matching date)	✓
	Stores standard dashboard	✓
	Stores statistics on transmissions, matchings, and integrations	✓
Label management	Labels list and details (type, status, connectivity, etc)	✓
	Refresh	✓
	Flash	✓
	Timeline	✓
	Preview	✓
Item management	Items list and details	✓
	Refresh	✓
	Flash	✓

Product matching	Product matching single item	✓
	Product matching multi-items	✓
	Manual template selection	✓
Task management	Refresh, smart refresh and display refresh	✓
	Switch page (punctual or recurrent)	✓
	Task scheduling	✓
Infrastructure	Addition of access points	✓
	Automatic provisioning of access points	✓
Technical configuration	Automatic setting upload per retail chain	✓
Maintenance	Automatic new software release and installation	✓

Monitoring features are accessible on the optional version VUSION Manager Pro, please refer to Appendix D for more detail.

### **VUSION Link: the store mobile companion**

VUSION Link is an in-store application to help you match items with labels. Implement your marketing strategy and chose scenarios to display for each label. The application is available for Android Smartphone or PDA, version 5.0.0.

<b>Details</b>		<b>VUSION Link Standard</b>
<b>Maximum number of accounts</b>		<b>5</b>
Product matching	Product matching single item	✓
	Product matching multi-items	✓
	Automatic and manual template selection	✓
	Dissociate item and label	✓
Store configuration	QR Code automatic configuration	✓
	Notifications of the latest application version	✓
	Standard store overview (labels and access points status)	✓

To track and manage your labels and items you can go for the optional version VUSION Link Pro, described in Appendix D. Assets details and status are accessible at a glance to give a complete overview of the store activity. It is possible to search items or labels, chose label masks to implement marketing strategy with price scenarios or even optimize store efficiency such as picking by using the flash.

### **VUSION Cloud APIs:**

All VUSION Cloud customers benefit from the standard APIs necessary to use our solution, which are, more specifically, data integration, image sending, product and label matching, label flash and status control.

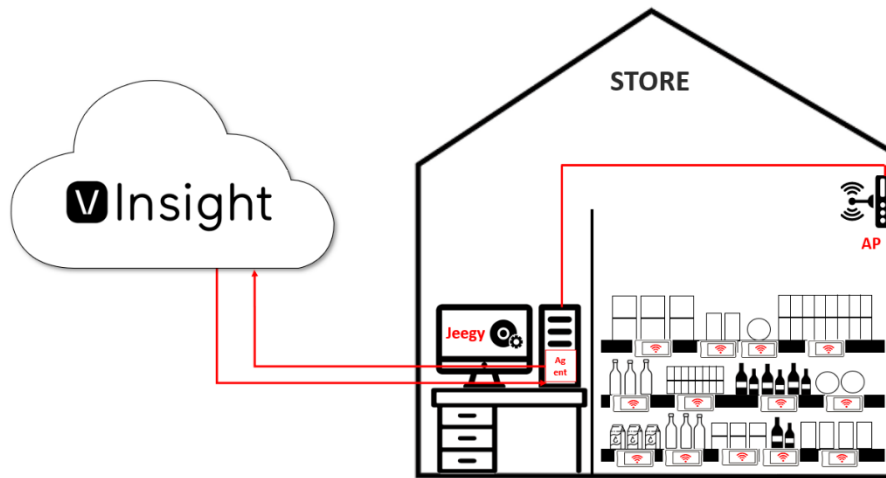
All our APIs are provided with a comprehensive online Documentation, available free of charge to all our customers. To access this Documentation, all users need to create an account, directly through the portal, following this link: <https://api-portal-eu.vusion.io/signup>.

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The APIs URL requests are available depending on the user rights attributed to each profile. The user rights are allocated according to the options chosen and purchased by customers.

## 2. Description of VUSION Insight

VUSION Insight is a hybrid cloud offer, built on the combination of SES-imagotag’s cloud platform mixed with an on-premise solution. The hybrid cloud offer consists of the installation of an Agent that will collect and push data into the Cloud based on a previously installed on-premise solution.



VUSION Insight can be accessed via an internet connection and secure login through our graphical interface VUSION Manager Pro or thanks to APIs.

### **VUSION Manager Pro: monitor and update your stores remotely**

VUSION Manager Pro allows you to have a complete view over your retail chain, remotely and at anytime. You can access all your stores from a single interface, with various consolidated dashboards and statistics that deliver a status overview at a glance. With VUSION Manager Pro customers benefit from a remote access to each store labels, items, events and infrastructure. They can follow up the operations in each store and make sure they have been implemented successfully.

VUSION Manager Pro includes a remote update tool to update the settings and a monitoring tool to help spot unusual device and infrastructure behaviours as they arise, to reduce mean-time-to-resolution and ensure accurate pricing in the store.

<u>Features</u>	<u>Details</u>	<u>VUSION Insight</u>	<u>VUSION Insight Pro</u>
Graphical interface	VUSION Manager Pro	✓	✓
Stores activity	Stores list and details (number of items, labels, access point, last integration date, last matching date)	✓	✓
	Stores standard dashboard	✓	✓
	Stores statistics: transmissions, matchings, integrations, settings and software	✓	✓



Label information	Labels list and details (ID, type, associated item code, status, connectivity, last transmission date,etc)	✓	✓
Item information	Items list and details	Item code	Tailor made
Technical configuration	Jeegy restart service	✓	✓
	Agent restart	✓	✓
Monitoring	Retail chain standard dashboard	✓	✓
	Stores status (Online / Offline / Warning)	✓	✓
	Labels status (Online / Offline / Warning)	✓	✓
	Access points status (Online / Offline / Warning)	✓	✓
	Smart alerts with notifications	✓	✓
	Historical data on integration, matchings, image transmission, settings and software per retail chain and per store	✓	✓
Update tools	Software update tool		✓
	Manual setting deployment per store		✓
	Manual setting deployment per retail chain		✓
API	Features accessible through API		✓

### 3. Product references

All VUSION Cloud product references include the standard version of VUSION Manager, VUSION Link and VUSION Cloud APIs.

Activation fees are mandatory for each store opening.

Product description	Reference	SAP reference
VUSION Cloud Nano (<1000 ESLs)	21141517	8169
VUSION Cloud Small (1000 – 10000 ESLs)	21141518	8170
VUSION Cloud Medium (10001 – 30000 ESLs)	21141519	8171
VUSION Cloud Large (>30000 ESLs)	21141520	8172
Cloud activation fees	17060144	6896

VUSION Insight and VUSION Insight Pro includes the graphical interface VUSION Manager Pro as standard.

Product description	Reference	SAP reference
VUSION Insight	21141523	8173
VUSION Insight Pro	21141524	8174

### 4. Basic support plan

Software services include, for all customers, a basic support plan accessible during standard week days. To contact our support teams please send an email to [support.xseu.en@ses-imagotag.com](mailto:support.xseu.en@ses-imagotag.com), English only.

Our estimated response time is within twenty-four (24) hours, business days only (from 9:00 AM to 5:00 PM local time).

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### APPENDIX C – STORE IDENTITY

<b>End user store ID:</b>			
Brand:		Group:	
Address:			
Postal code:		City:	
Country:			
Contact for technical support:		E-mail:	

Customer ID	Name of store	Store address	Partner	Cloud subscription

## APPENDIX D – OPTIONAL SOFTWARE SERVICES DESCRIPTION

All the services described below are not included as standard in VUSION Cloud and VUSION Insight. They are additional and are submitted to monthly fees. The list of features is not exhaustive and might be subjected to changes. Please always refer to your sales representatives for further details.

### VUSION Manager Pro (VUSION Cloud only)

Complementary to VUSION Manager, VUSION Manager Pro is a powerful tool to monitor the health of your in-store infrastructure. Have a continuous visibility into access points or labels status but also all your tasks (matching, data integration, etc). You can now spot unusual device behaviour and reduce mean-time-to-resolution (MTTR) to optimize pricing in stores.

#### Features included:

VUSION Manager Pro features		
Technical configuration	Automatic setting upload per retail chain	✓
	Automatic setting upload per store	✓
	Manual setting upload per store	✓
	Manual setting upload per retail chain	✓
Monitoring	Retail chain standard dashboard	✓
	Stores status (Online / Offline / Warning)	✓
	Labels status (Online / Offline / Warning)	✓
	Access Point status (Online / Offline / Warning)	✓
	Smart alerts with notifications	✓

#### References:

Product description	Reference	SAP
VUSION Manager Pro Full	21151102	8211
APIs only	21141525	8175

### VUSION Link Pro (VUSION Cloud only)

Complementary to VUSION Link, VUSION Link Pro is an in-store device management application. With VUSION Link Pro, you can track and manage your labels and items directly from the store. Get access to your assets' details and status at a glance. You can also search, flash, refresh, items and labels to optimize your operations and make sure that your prices are synchronized at all time.

#### Features included:

VUSION Link Pro features		
	Maximum number of accounts	5
Label management	Label refresh	✓
	Label flash	✓
	Label detail and status	✓
	Label preview	✓
	Label switch Page order	✓
Item management	Item refresh	✓
	Item flash	✓
	Item search	✓
	Item detail	✓
	Item modification	✓

#### References:

Product description	Reference	SAP
VUSION Link Pro Full	21151103	8124
APIs only	21141526	8176

### VUSION Studio

VUSION Studio offers you the possibility to design and implement in-store your sales and marketing strategy. It is an easy and quick template designer allowing to display all types of data on VUSION labels. Scenarios can be defined to highlight promotions by event, by product, by availability, etc.

#### Features included:

VUSION Studio features		
	Maximum number of accounts	2
Projects	Project management (list, share, history version, etc)	✓
	Setting generation & deployment to VUSION Cloud	✓
BO data & semantics	BO file management & details	✓
	BO file mapping	✓
Disp lays	Semantic: convert fields to items with specific scripts	✓
	Display creation	✓
Scenarios	Mono & multi-item displays	✓
	Display scenarios based on manual criteria or business criteria	✓
	Multi-page mode	✓

#### References (applicable for VUSION Cloud and VUSION Insight):

Product description	Reference	SAP
VUSION Studio (up to 200 stores)	21160001	8236
VUSION Studio (>200 stores)	21160002	8237

### VUSION Optipick APIs

Optimize your store efficiency by improving your picking and replenishment experience thanks to our VUSION Optipick APIs. Flash labels on-demand and accelerate your in-store picking execution.

#### Features included:

APIs VUSION Optipick	
Fast Flash on demand (configuration)	✓
Flash by item (references, etc)	✓
Flash with multiple patterns	✓

#### References for VUSION Cloud:

Product description	Reference	SAP
APIs VUSION Optipick	21141527	8177
Activations fees nano	21141534	8184
Activations fees small	21151535	8185
Activations fees medium	21141536	8186
Activations fees large	21141537	8187

### References for VUSION Insight:

Product description	Reference	SAP
Hybrid cloud Optipick	21141538	8188
Activations fees nano	21141539	8189
Activations fees small	21141540	8190
Activations fees medium	21141541	8191
Activations fees large	21141542	8192

#### VUSION Geolink

VUSION Geolink API service offers the possibility for the Client to automatically generate and update products location without manually entering the location in the back-office. Location is updated whenever a product is linked to an article.

VUSION Geolink can be accessed through APIs or thanks to a mobile application.

#### Features included:

VUSION Geolink	
Flash by label ID (blink)	✓
Generate label location data	✓
Update label location data	✓
Universal barcode compatibility	✓

### References for VUSION Cloud:

Product description	Reference	SAP
VUSION Geolink	15050280	6636
APIs Only	21141528	8178

### References for VUSION Insight:

Product description	Reference	SAP
VUSION Geolink	21160003	8238
Activation fees	17030055	6737

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## APPENDIX E - SUPPORT PLAN DESCRIPTION

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

### Introduction

These Support plans offer two main remote<sup>1</sup> services to Authorized Users:

- **Advice:** this service provides to the Client the possibility to ask for general advice regarding the functionality of its VUSION Cloud or VUSION Insight Solution; and
- **Incident resolution:** this service provides to the Client an assistance in case of an Incident regarding the day to day usage of its VUSION Cloud or VUSION Insight Solution. This service may require the participation of the Client to solve the Incident.

These services are subject to the respect of the procedure set forth in clause 3 of Appendix E.

### 1. Support Plan description

#### 1.1. Definitions

<b>Business hours</b>	For most countries, business hours are from 9:00 AM to 5:00 PM during week days (weekends and holidays excluded). Available Business Hours languages are English, French, Italian, and Spanish.
<b>Customer portal</b>	“Customer Portal” is the SES-imagotag web portal allowing the Client to have access to Online Self-help, Documentations, submit and track Customer Service and Technical support requests.
<b>Customer service</b>	“Customer Service” is accessible by email or through the “Customer Portal” and can be used by the Client for general and administrative queries.
<b>Incident</b>	“Incident” means an event which is not part of the standard of the operation of the VUSION Cloud or VUSION Insight Solutions and which causes, or may cause, an interruption to, or a reduction in, the quality of the service.
<b>Severity Level</b>	“Severity level” indicates the relative impact of an Incident.
<b>Pro-active Support</b>	“Pro-active Support” is a service performed by SES-imagotag to identify and resolve Client’s issues without Client’s supervision.
<b>Response time</b>	“Response time” is the time taken by SES-imagotag to respond to an “Incident” the first time and communicate an Incident tracking number to the Client. Response time are monitored only for customers subscribing to one of our Support Plan (Business or Premium).
<b>Resolution time</b>	“Resolution time” is the time taken by SES-imagotag to provide a workaround or a permanent solution.
<b>Service Level Agreement</b>	“Service Level Agreement” (SLA) is a commitment from SES-imagotag to perform the services according to the defined targets.
<b>VUSION Cloud Solution</b>	“VUSION Cloud Solution” refers to the products of SES-imagotag mentioned in this Cloud Agreement (relevant Software services and Optional software services) as well as the ESL and equipment associated.

<sup>1</sup> This Support plan does not include on-site interventions and hardware repair that might be necessary.

<b>VUSION Insight Solution</b>	“VUSION Insight Solution” refers to the products of SES-imagotag mentioned in this Cloud Agreement (relevant Software services and Optional software services).
<b>Support plan</b>	“Support plan” is a set of services offered by SES-imagotag described in this Appendix E.
<b>Technical support</b>	“Technical support” refers to a range of services by which SES-imagotag provides technical assistance to the Client.

### 1.2. SLA / Severity levels

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

Severity levels defined below are solely qualified by SES-imagotag service team.

<b>Severity Level</b>	<b>Severity assessment</b>	<b>VUSION Cloud criterias</b>	<b>VUSION Insight criterias</b>
<b>Severity 1</b>	<b>Critical Business Impact</b>	Full site down or partial store down in multiple stores.	Full Solution down during major operation.
<b>Severity 2</b>	<b>Major Business Impact</b>	Partial store down or several ESLs down in multiple stores.	Partial access to information.
<b>Severity 3</b>	<b>Minimum Business Impact</b>	Several ESL down in a single store.	Minor dysfunctionalities.

### 1.3. Support Plans

Three support plans including the previous services are offered with SLAs adapted to your needs.

#### 1.3.1. VUSION Cloud Support Plan

The VUSION Cloud Support Plan offers two alternatives: Business or Premium.

##### 1.3.1.1. Business support Plan

Available for a fee based on Service Level Agreements below:

- **Hours: 9:00 AM - 5:00 PM** during week days
- Response time / severity 1 / 2 / 3: 2 business hours
- Resolution time / severity 1: 8 business hours
- Languages:
  - o EMEA: English, French, Italian, Spanish
  - o CEE: German, English
  - o APAC: Chinese, English
  - o North America: English

##### 1.3.1.2. Premium Support Plan

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Available for a fee based on Service Level Agreements below:

- **Hours: 7 days a week, 24 hours per day**
- Response time / severity 1 / 2 / 3: 1 business hours
- Resolution time / severity 1: 8 hours (all hours – 24/7)
- Languages during business hours (between 9:00 AM and 5:00 PM):
  - o EMEA: English, French, Italian, Spanish
  - o CEE: German, English
  - o APAC: Chinese, English
  - o North America: English
- Languages outside business hours (after 5:00 PM and before 9:00 AM):
  - o English only

### 1.3.2. VUSION Insight Support Plan

Specifically adapted for the support of VUSION Insight and VUSION Insight-Pro, this service is available for a fee based on the Service Level Agreements below:

- **Hours: 9:00 AM - 5:00 PM** during week days
- Response time / severity 1 / 2 / 3: 2 business hours
- Resolution time / severity 1: 8 business hours
- Languages:
  - o EMEA: English, French, Italian, Spanish
  - o CEE: German, English
  - o APAC: Chinese, English
  - o North America: English

### 1.3.3. Pro-active Support (optional)

The Pro-active Support applies to both VUSION Cloud and VUSION Insight Solutions.

Our support team analyzes in real time the automatic alerts provided by the supervision module integrated to the Software services or Optional 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 levels will need to be set up beforehand. The Pro-active Support allows the entity in charge to monitor automatic alerts which can be triggered by the following events:

- Inactive core appliance ;
- Inactive access point(s) ;
- Permanent transmissions ;
- Percentage of offline ESLs above a minimum threshold (adjustable minimum threshold);
- Transmission failure;
- 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

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- Errors in the back-office file.

This Pro-active Support is provided on the same hourly basis as the Support plan to which the Client has subscribed.

#### 1.4. Services excluded from the Support Plans

The following services are expressly excluded from the Support Plan:

- Installation and roll-out of workaround and corrective solutions;
- On-site servicing for any product;
- Repairs in the workshop.

#### 1.5. Specific services

Any specific services requested by the Client and not included in the Support plans will be quoted in possible as an additional service.

## 2. 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, by phone or e-mail.

More information on the references of the Customer Portal and the contact numbers for assistance in different languages will be communicated upon subscription of the Support plan.

## 3. Support Plan procedure

### 3.1. Prerequisites

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 E are operational in the concerned store(s). If this is not the case, SES-imagotag will not be able to provide the assistance and Support plan within the deadlines set out in this Appendix E.

The usage of the Support Plan requires the Client to be present and available in order to conduct the necessary inquiries.

### 3.2. Ticket request procedure and interaction

#### 3.2.1. 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 SES-imagotag to properly address the request. In case of incomplete or erroneous information, SES-imagotag reserves the right to extend the deadline for resolving the Incident.

#### 3.2.2. Acknowledgement of receipt of Incident and opening of support ticket (referred to as “Case”)

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Within the agreed response time, SES-imagotag carries out the escalated Incident ticket opening procedure by which SES-imagotag:

- Acknowledges receipt of the Incident;
- Issues a Case number;
- Confirms that the Incident will be treated.

### 3.3. End of servicing

SES-imagotag is deemed to have completed its services according to one of the following:

- At the end of analysis, if SES-imagotag 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.

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