GENERAL LICENSING TERMS

AMSEL SUITE

This document is a translation of the original General Licensing Terms, drafted in French and available <u>here</u>.

Tome and Lore are a software suite (collectively, the "**Software**") designed and operated by Ollam Technologies, a French Société par Actions Simplifiée (SAS) company with a capital of 10,000 euros, headquartered at 4, rue de la République in Lyon (69001), registered with the Lyon Trade and Companies Register under identification number 921 900 007 and with intra-community VAT number FR46921900007 (the "**Publisher**").

The Software includes various features to:

- write different chapters and scenes of a story in an interface adapted to non-linear narratives (*Tome*); and

- write and visualize aspects of a universe such as, notably, characters, languages, or places (*Lore*).

These General License Terms apply without restriction or reservation and to the exclusion of all other conditions to the provision of the aforementioned Software. Any subscription to the Services by the Client implies the unconditional acceptance by the latter of these general terms and conditions.

ARTICLE 1 – DEFINITIONS – RULES OF INTERPRETATION

1.1. Definitions

The terms and expressions beginning with a capital letter when used in this Agreement have the following meanings:

"**Bug**"	means any design, implementation, or programming error in the Software that prevents the normal use of all or part of the Software and/or causes an incorrect result or action when the Software is used in accordance with the instructions;
"**Client**"	has the meaning attributed to it in the Special Conditions;
"**Special Conditions**"	has the meaning attributed to it in Article 2.1;
"**Agreement**"	has the meaning attributed to it in Article 2.1;
"**Data**"	has the meaning attributed to it in Article 7;
"**Publisher**"	has the meaning attributed to it in the preamble;
"**Confidential Information**"	has the meaning attributed to it in Article 13;
"**Party(ies)**"	means the Publisher and the Client;
"**Workstation(s)**"	has the meaning attributed to it in Article 4.2;
"**Service(s)**"	has the meaning attributed to it in the preamble;
"**Site**"	means the website accessible at the following address: www.amsel-suite.com;
"**Third Party**"	means any natural or legal person or any other entity that is not a Party to this Agreement.

1.2. Rules of interpretation

The following rules apply to the interpretation of this Agreement:

(a) the headings of the articles and annexes are included for convenience and do not affect the interpretation of any provision of this Agreement;

(b)   the use of the expressions "including," "in particular," or "notably" implies that the list that follows is not limiting or exhaustive;

(c)   the term "or" is not exclusive;

(d)   the definition attributed to a singular term also applies to that term when used in the plural and vice versa. The same applies to the use of the masculine or feminine gender;

(e)   the calculation of time periods expressed in days, months, or years must be done in accordance with the provisions of the Law;

(f)   any reference to a Party includes a reference to its heirs, successors, and assigns; and

(g)   any reference to a document means that document as it may be amended or replaced (other than in violation of the provisions of this Agreement).

ARTICLE 2 – CONTRACTUAL DOCUMENTS – CLIENT REPRESENTATIONS

2.1. Contractual Documents

The contractual documents are:

- the subscription form (the "Special Conditions");

- these General License Terms.

All the aforementioned documents together form the contract binding the Parties (the "Contract"). In the event of any contradiction between one or more provisions contained in any of the aforementioned documents, the higher-level document shall prevail.

2.2. Client Representations

The Client represents that:

-    they have fully reviewed these terms and annexes;

-    they have received all necessary information to make an informed decision;

-    they have the full capacity, power, and authority to enter into and perform these terms; and

-    the execution of these terms does not violate any legislative, regulatory, statutory, or contractual provision applicable to them.

ARTICLE 3 – PURPOSE OF THE CONTRACT – SUBSCRIPTION TERMS

3.1. Purpose of the contract

The purpose of the Contract is to define the terms and conditions applicable to the provision of the Software by the Publisher and its use by the Client.

The Publisher grants the Client, who accepts, a right to use the Software under the strict conditions of Article 8, for the entire duration of the Contract.

The Client may not transfer all or part of the rights and obligations arising from this Contract without the prior written consent of the Publisher.

It is specified that for the proper execution of these terms, the Client undertakes to notify the Publisher (hello@amsel-suite.com) by email as soon as possible of any change in their correspondence address (email or postal address). In the event that the Publisher does not acknowledge receipt of the Client's email, the Client must notify this change by registered mail with acknowledgment of receipt to the Publisher. The Publisher shall not be held responsible for any consequences resulting from the Client's failure to notify this information.

3.2. Subscription Terms

The main features of the Software, which the Client is required to review before placing any order, are presented on the Website.

The photographs and graphics presented on the Website, particularly those illustrating the Software, are not contractual and do not engage the responsibility of the Publisher.

The choice and subscription to the Software are the sole responsibility of the Client, who must verify the accuracy of their subscription and immediately report any errors.

The subscription will only be considered final after the Publisher sends the Client the Special Conditions by email, fully reflecting the conditions presented on the Website.

ARTICLE 4 - INSTALLATION – LOGIN CREDENTIALS

4.1. Delivery of Installation Files

The Software is delivered by the Publisher to the Client in the form of encrypted code with, if applicable, an activation key to be installed directly by the Client. This delivery occurs only after full payment of the fee under the conditions of Article 11.1.

The files delivered by the Publisher are personal and confidential. The Client undertakes to make every effort to keep these files secret and not to disclose them in any form.

The Client is fully responsible for the use of these files. They will ensure that no Third Party uses these files. If they become aware that another person is using these files, the Client will inform the Publisher without delay and confirm it by registered mail with acknowledgment of receipt and by email.

In case of theft or loss of these files, the Client will inform the Publisher without delay and confirm it by registered mail with acknowledgment of receipt..

4.2. Software Installation

The number of computers and servers on which the Software can be installed by the Client is strictly limited to five (5) (the "Workstation(s)") unless expressly agreed otherwise by the Publisher.

The Client must install the Software alone without requesting intervention from the Publisher and must have sufficient storage space on their computer.

The Workstations must, throughout the duration of the Contract, meet the following conditions:

- fully belong to the Client without any possible dispute; and

- each have the following minimum configuration: 5GB of disk space, 2GB RAM, 1.6GHz processor with the following operating systems:

  - Windows 10 or 11 64 bit (up-to-date version); or
  - macOS with Apple security update support (up-to-date version); or
  - Linux (Debian): Ubuntu Desktop 20.04, Debian 10 (up-to-date version).

ARTICLE 5 – SUPPORT – UPDATES

5.1. Support

If expressly stipulated in the Special Conditions, technical support is available every day from 10 a.m. to 4 p.m. at the following address: help@amsel-suite.com for a maximum period of one (1) year from the date of subscription to the Software.

The Publisher will make every effort to resolve the Bugs encountered by the Client within this framework.

If, following this support, the Client continues to face the same Bugs, they must inform the Publisher by email with acknowledgment of receipt at the following address: help@amsel-suite.com, providing as much useful information as possible.

5.2. Bug Fixes

Once the aforementioned email is received, the Publisher will diagnose the Bugs reported by the Client and make its best efforts to provide fixes or workarounds either through telephone or written instructions (by email or fax) given to the Client, or through remote maintenance, according to the procedure deemed most appropriate.

It is expressly excluded from the support service any malfunction of the Software directly or indirectly due to misuse by the Client or any Third Party, including any user, or due to changes in the Client's environment. Consequently, the Publisher is not obliged to provide any evolutionary or adaptive maintenance services.

5.3. Updates

Publisher reminds that the Software may evolve to adapt to changes in the Software environment.

Unless expressly stipulated in the Special Conditions, the Publisher is not obliged to design and provide any updates to the Client.

In any case, if updates are available, the Publisher will inform the Client. Installing these updates is strongly recommended for optimal use of the Software.

These updates will be subject to the same intellectual property rules set forth herein.

ARTICLE 6 – INTEROPERABILITY

The Publisher does not guarantee the compatibility and interoperability of the Software with other Client software. Compatibility and interoperability of the Software require specific IT developments to be carried out by the Publisher. These developments may be undertaken at the sole discretion of the Publisher.

ARTICLE 7 – DATA OWNERSHIP

The Client remains the owner of all data they provide in the context of using the Software (the "Data").

Publisher does not have access to the Data and does not control the Client's use of the Software. Consequently, the Client must ensure that the processing of the Data complies with applicable provisions.

As an exception to the foregoing, in the event of a Software Bug, the Client is required to automatically share data concerning the encountered Bug with the Publisher. In any case, the sharing is limited to anonymized data only.

ARTICLE 8 - LICENSE – INTELLECTUAL PROPERTY

The Publisher grants the Client a personal, non-exclusive, non-transferable, and non-assignable right to use the Software for the entire duration of the Contract.

This Contract does not confer any ownership rights over the Software and its services. The temporary provision of the Software and application services shall not be construed as the transfer of any intellectual property rights to the Client.

The Client agrees to use the Software only in accordance with their needs. This license is granted solely for the purpose of allowing the Client to use the Software and its services, to the exclusion of any other purpose in accordance with their intended use.

The Client may not, unless otherwise stipulated in the Special Conditions :

- make the Software available to any Third Party; and/or

- offer, free of charge or for a fee, any or all of the services provided by the Software. The use of the Software must be strictly personal; and/or

- engage in any other use provided for herein, particularly any adaptation, modification, translation without the express prior written consent of the Company, arrangement, dissemination, decompilation of the Software, without this list being exhaustive; and/or

- reproduce any element of the Software, by any means, in any form, and on any medium whatsoever.

ARTICLE 9 – TERMS OF USE

The Client is prohibited from:

a.   any illegal use of the Software under French law and the law applicable to them;

b. using information, content, or any data present on the Software to offer a service considered, at the sole discretion of the Publisher, as competitive to the Software;

c. selling, exchanging, or monetizing information, content generated, or any data present on the Software, without the express written consent of the Publisher;

d. practicing reverse engineering on the Software, decompiling, disassembling, decrypting, or otherwise attempting to obtain the source code related to any underlying intellectual property used to provide any or all of the software services;

e. using manual or automated software or devices, coding robots, or other means to access, explore, extract any or all of the Software;

f. endangering or attempting to endanger the security of the Software; or

g. counterfeiting or using the products, logos, trademarks, or any other element protected by the Publisher's intellectual property rights.

The Client agrees to use the Software fairly, in accordance with its purpose and the legal, regulatory provisions, this Contract, and prevailing practices.

ARTICLE 10 – LIABILITY - WARRANTY

10.1. Use of the Software and Generated Elements

The Publisher's role is limited to providing the Software to the Client.

The Client cannot request a reduction in the financial terms of this agreement in case of non-use of the Software.

The Client must ensure that their use of the Software complies with legal and regulatory provisions. The Publisher does not guarantee the Client the compliance of the Software's use, whether current or intended, with legal and regulatory provisions.

The Client is responsible to the Publisher for the use of the Software by all users or any Third Party.

10.2. Data and Content

The Publisher does not control the Client's use of the Software.

The Client must ensure the transmission of data to the Software. The Client cannot hold the Publisher liable on any grounds for the non-receipt or loss of transmitted data. The Client must therefore keep a backup of the transmitted data.

10.3. General Provisions

In any case, the Publisher shall not be liable under any circumstances for indirect or unforeseeable losses or damages of the Client or Third Parties, including but not limited to any lost profits, inaccuracies or corruption of files or data, commercial loss, loss of revenue or profit, loss of clientele, or loss of opportunity related to this Contract.

In the event of the Publisher's liability and if the Client is not a consumer within the meaning of the Consumer Code, it is expressly agreed that their liability will be limited to the amount of fees actually paid by the Client under this Contract.

10.4. Warranty

The Publisher is fully liable to the Client for the proper performance of the obligations arising from this agreement, whether these obligations are to be performed by the Publisher or by other service providers, without prejudice to the Publisher's right of recourse against them. The Publisher may be exempt from all or part of its liability by proving that the non-performance or improper performance of this agreement is attributable either to the Client, to an unforeseeable and insurmountable act of a third party unrelated to the provision of the Services, or to a case of force majeure.

ARTICLE 11 - FEES

11.1. Payment Terms

The Client owes a fixed fee, the amount of which is set in the Special Conditions and payable in one installment at the time of subscription. Payments made by the Client will only be considered final after the Publisher has effectively received the amounts due. An invoice is issued by the Publisher and delivered to the Client with each payment.

11.2. Payment Incident

Without prejudice to any damages, the Client's failure to pay any amount when due will automatically result in:

- the application of a late payment interest at three (3) times the French legal interest rate, per calendar day, starting from the first day of delay;

- the immediate payment of all amounts due to the Publisher by the Client, including all Fees to be paid in the event of full performance of the Contract until its term, without prejudice to any other action the Publisher may be entitled to take against the Client; and

- the immediate payment, when the Client is a professional within the meaning of the French law, of a fixed indemnity of 40 euros for collection costs in accordance with Article D. 441-5 of the French Commercial Code. When the collection costs incurred exceed the amount of this fixed indemnity, the Publisher reserves the right to claim additional compensation upon presentation of the corresponding receipts.

In case of non-compliance with the above payment terms, the Publisher also reserves the right to suspend or cancel the Client's and users' access to the Software, as well as the provision of any service, and to reduce and/or cancel any discounts granted.

ARTICLE 12 - PENALTY

The Parties expressly agree that in the event of the Client's violation of any or all of the obligations provided herein, including but not limited to the prohibition of making the Software or its services available to any Third Party or the non-compete clause, the Client will be required to pay a penalty equal to the greater of the following two amounts: (i) three times the amount excluding taxes of any economic benefit derived by the Client from the violation of the Contract or (ii) 10,000 euros excluding taxes to the Publisher, it being specified that this penalty is not liberating and does not constitute a lump-sum compensation for the damage suffered by the Publisher.

ARTICLE 13 - CONFIDENTIALITY

For the purposes hereof, the term "Confidential Information" covers all information or documents disclosed by each Party to the other Party, in writing or orally, including without limitation all written or printed documents, all design models, trade secrets, know-how, financial or commercial documents, models and calculation results, or more generally any means of disclosing Confidential Information that may be chosen by each Party with respect to the other Party.

However, the term "Confidential Information" does not cover information:

(i) that is, or will be at the time it is disclosed, available and known to the public other than as a result of a disclosure made in violation of these provisions;

(ii) that has been or will be communicated to one of the Parties by a third party who is not directly or indirectly related to the other Party or any of its representatives;

(iii) that has been developed by one of the Parties based on information other than Confidential Information; or

(iv) disclosed or announced to the public by mutual agreement between the Parties.

For the entire duration of this Contract and for two (2) years from the date of termination of the Contract for any reason, the Parties agree not to disclose in any manner, including verbally, the Confidential Information without the prior written consent of the other Party, and they agree to:

- protect and keep strictly confidential, and treat with the same degree of care and protection as they accord to their own confidential information of the same importance, the Confidential Information originating from the other Party;

- disclose internally only to their employees or subcontractors and exclusively when necessary for the proper performance of this agreement;

- not copy, reproduce, or duplicate in whole or in part when such copies, reproductions, or duplications have not been authorized by the other Party, and specifically, all Confidential Information and their reproductions transmitted by each Party to the other Party must be returned to the latter immediately upon request.

In the event that the legal or regulatory obligations of one of the Parties, particularly following a request from a judicial or administrative authority, or within the framework of regulations applicable to them, require the communication to a third party or the public disclosure of Confidential Information, that Party will be authorized to do so.

Without prejudice to the provisions of this article and when the Client is a professional within the meaning of the Consumer Code, the Client authorizes the Publisher, for the entire duration of the Contract and for a period of two (2) years from its termination for any reason, to communicate, on any medium and by any means, the existence of the Client's reference with the Publisher under this Contract. To this end, the Publisher may use the Client's logo on its website or any other communication medium.

ARTICLE 14 – RIGHT OF WITHDRAWAL

In accordance with current French legal provisions, the Client has a withdrawal period of 14 days from the subscription to the Software.

However, by accepting these Terms, the Client expressly requests the Company to immediately execute the provisions set forth herein before the expiration of the withdrawal period and expressly waives their right of withdrawal. Consequently, pursuant to Article L. 221-28 of the French Consumer Code, subsection 13, the Client cannot withdraw from their commitment.

ARTICLE 15 – APPLICABLE LAW – EVIDENCE AGREEMENT – NON-EXCLUSIVITY – NON-COMPETITION

This contract is governed by French law.

Computer systems and files are authoritative in the relations between the Parties. Thus, the Publisher may validly produce, in any procedure, for the purposes of proof, the data, files, programs, recordings, or other elements received, issued, or stored by means of the computer systems operated by it, on any digital or analog media, and rely on them unless there is a manifest error.

The Contract is not exclusive and does not prevent the Publisher from entering into other contracts or agreements with other individuals or legal entities for services similar to those provided for in this contract, under conditions that it will be free to determine.

The Client also undertakes, unless with the prior written and unequivocal consent of the Publisher:

(a) Not to be interested in, create, operate, or engage, alone or jointly with one or more Third Parties, directly or indirectly in any capacity whatsoever, in any activity identical, similar, or related to the Software that could compete with it.

It is expressly agreed that the Client is prohibited, during the aforementioned period, from designing, operating, or participating in the development, directly or indirectly, of any software offering services and products to a French-speaking or English-speaking clientele that compete with those of the Company, regardless of the location of the competing activity (even outside the geographical area indicated below);

(b) From holding more than 10% of the capital of any direct competitor of the Publisher whose shares are not admitted to trading on a regulated market; or

(c) From holding a position as manager, director, corporate officer, employee, or consultant in any other entity or group whose activity could compete with the Publisher.

The above non-competition commitment will apply to the Client for the entire duration of the Contract and for a period of three (3) years following the day of its termination for any reason. This non-competition commitment will apply to the following territories: Metropolitan France, Belgium, the United States of America, and Canada.

ARTICLE 16 - SEVERABILITY – INDEPENDENCE OF THE PARTIES

If any provision of the Contract is found to be null or unenforceable for any reason by a competent court, the validity of the other provisions of the Contract will not be affected or compromised in any way, and the Parties will negotiate in good faith to replace the disputed provision with a provision having the same economic effects as the initial provision.

The Parties expressly declare that they are and will remain, throughout the duration of the Contract, independent parties.

The Parties expressly declare that they do not intend to create a company with legal personality, a partnership, or a de facto company in their relations through these presents.

ARTICLE 17 – DATA PROTECTION

In accordance with the provisions of French Law No. 78-17 of January 6, 1978, and EU Regulation 2016/679 of April 27, 2016, the Client has the right to access their personal data, as well as the right to modify, rectify, and delete such data. To exercise this right, the Client simply needs to contact the Publisher at the following address: Ollam Technologies - 4, rue de la République – Lyon, France (69001) or the following email address: help@amsel-suite.com. The Client's request will be processed within thirty (30) days.

The personal data related to the Client collected by the Publisher throughout the execution of the Contract is intended solely for the purposes of executing the Contract and may be communicated to any Third Party for the needs of the Contract, such as potential subcontractors.

The Publisher retains the Client's personal data and undertakes to keep this data strictly confidential, which will be retained for a period of two (2) years from the expiration of this contract for any reason. Thereafter, it will only be kept as an archive for the purpose of establishing proof of a right or contract, which may be archived in accordance with the provisions of the Commercial Code relating to the retention period of books and documents created in the course of commercial activities.

ARTICLE 18 - DISPUTES

In the event of a dispute concerning the validity, execution, or interpretation of this Contract brought before civil courts, it will be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly assigned.

If the Client is a professional within the meaning of the Consumer Code, jurisdiction is assigned to the Commercial Court of Lyon.

The Client is informed that they may, in any case, resort to conventional mediation or any alternative dispute resolution method (such as conciliation) in the event of a dispute.

In accordance with European Regulation (EU-524/2013 art. 14.1 of the European Parliament and of the Council of 21 May 2013), the User is informed that they can consult the following page for more information on their procedures in case of a dispute: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN

In accordance with legal provisions regarding the amicable resolution of disputes, the Company subscribes to the consumer mediation service of the Association of European Mediators (AME) in its capacity as a consumer mediation entity AME Conso, located at 197 Boulevard Saint-Germain, 75007 Paris, France, whose contact details are as follows: +33953010269 - www.mediateurseuropeens.org.

After a prior written request from the User, who qualifies as a consumer under the French Consumer Code, to the Company, the aforementioned mediation service can be contacted for any consumer dispute that has not been resolved.