

NetFXs / SaaS Contract - Edition 01/03/2015

GrooveFX Solution for image processing

BY AND BETWEEN

The party of the first part:

The company **NetFXs**

Registered in the RCS of **Bordeaux** under no. 752302051 00010

With corporate domicile at **Lège Cap Ferret, 9 rue de la Praya**

Duly empowered for these purposes,

Hereinafter referred to as "NetFXs" being represented by its directors

And the party of the second part:

The company.....

Registered in:.....

With corporate domicile at

Represented by

Duly empowered for these purposes,

And hereinafter will be referred to as "**THE CUSTOMER**",

PRELIMINARILY STATE:

That the activity of NetFXs consists of the implementation of computer solutions associated with Internet and related services.

That NetFXs propose to THE CUSTOMER, accordingly, the contracting of an image processing solution that is identified under the name "**GrooveFX**".

That the contract will be perfected between the parties at the time of acceptance of these conditions.

ARTICLE 1: PURPOSE

The purpose of this contract is the determination of the conditions for access and use of GrooveFX by THE CUSTOMER and the definition of the technical and financial conditions to which NetFXs agrees before THE CUSTOMER.

ARTICLE 2: DURATION

This contract will take effect from the time of its acceptance by both parties and will have a duration of one month; it will be renewed monthly by tacit agreement.

ARTICLE 3: OBLIGATIONS OF NETFXS

-NetFXs agrees to provide the pertinent technical documentation to THE CUSTOMER from the time of the signing of the contract.

-NetFXs agrees to guarantee 24-hour access to GrooveFX, every day of the year, except in case of force majeure. In case of absolute necessity, NetFXs reserves the option of interrupting the server to proceed to technical intervention, with the purpose of improving its operation or to perform any maintenance operation. In such a case, NetFXs will inform the customer in advance, inasmuch as is possible, within a reasonable period, indicating date, nature and duration of the intervention, in order for the customer to adopt its provisions.

-NetFXs agrees to act quickly in the event that incidents arise.

-NetFXs agrees to guarantee maintenance with the same level of quality of its tools.

-None of the information provided will be exploited by GrooveFX, in any way whatsoever, for commercial purposes or communicated to third parties, except in the event of judicial summons, as established by law.

ARTICLE 4: CHOOSING OF MATERIALS AND SOFTWARE

THE CUSTOMER declares to have knowledge of the technical specifications for the use of GrooveFX.

It will be the responsibility of the CUSTOMER to make sure that the materials it has or its means of connection are appropriate for using GrooveFX with all the required effectiveness.

ARTICLE 5: ASSISTANCE

Assistance will be provided by electronic mail. The subscriber may request assistance from NetFXs through the following e-mail address: support@groovefx.fr

NetFXs will answer the subscriber by e-mail or by telephone as soon as possible.

ARTICLE 6: PRICES

6-1: rate

The rate is applied to the visual requested in production mode; that is, recovered in high definition for its final use.

The price is fixed at 0.98 €, VAT not included, per visual generated in high definition.

The rate could be revised on 1 January of each of the subsequent years.

6-2: Payment

Payments will be made by direct bank debit or cheque and will begin when the contract is signed.

The invoices will be issued and sent at the end of each month.

6-3: Late payment or default

In case of rejection of the collection notice, the customer will bear the expenses of the payment rejection.

Any rejection of direct-debited payments must be resolved in a period of 8 days and will involve expenses of 5,- € for each payment not made.

Any delay in payment that exceeds fifteen days will result in the suspension of all services in process, whatever their nature may be; notwithstanding the use by NetFXs of its right to rescission of the contract regulated in the clause on "Rescission". In the event of litigation, it must pay the amounts owed in their entirety, including those that correspond to contested services, on the pertinent due dates. After said period, it will be considered that the customer has accepted the accounts that have been presented to it. After this, claims by the customer will no longer be allowed.

ARTICLE 7: PROPERTY

This contract does not grant the customer any intellectual property right with regard to the GrooveFX application, which will continue to be the total and exclusive property of NetFXs.

THE CUSTOMER agrees to respect the references regarding property stated in the supports and in the documentation.

Cessation of activity

In the event of the cessation of activity of NetFXs, THE CUSTOMER will have, free of charge, the complete solution, at the latest, one month after the date of inactivity, on a physical format (DVD, USB memory), together with the preliminary technical requirements for its housing and its application.

ARTICLE 8: RESPONSIBILITY

NetFXs is bound to an obligation of facilitation of means, with exclusion of any other. It guarantees the conformity of the image processing solution to the specifications.

THE CUSTOMER assumes any responsibility other than that of conformity of GrooveFX to the specifications and especially, those that concern:

- the adaptation of GrooveFX to its needs
- the operation of GrooveFX
- the qualification and competency of its personnel

THE CUSTOMER expressly acknowledges having received from NetFXs all the necessary information that allows it to appreciate the adaptation of GrooveFX to its needs and to take all the useful precautions for its application and its operation.

The customer will bear the consequences derived from the poor operation of the service, and that are due to use by the members of its personnel, or of any other person that does not belong to the workforce of NetFX, that does not conform to the operating instructions that have been provided to it by NetFXs.

NetFXs will not be obliged in any case to repair occasional direct or indirect damages.

NetFXs may not be considered responsible for indirect damages such as loss of market, commercial damage, loss of clientele, loss of profits, and loss of image of the brand or any action of unfair competition.

THE CUSTOMER will be the sole party responsible for the use of GrooveFX. The customer will be especially responsible for the content of the information provided.

The customer will protect NetFXs from any claim actions by third parties relating to the content of the information transmitted, disseminated, reproduced, especially those resulting from a violation of the rights of personality, of a brand, of drawings and models, of copyright, of respect for private life and good manners, or for the provisions of the Criminal Code.

When the transmission is made by telecommunication or by other means, no responsibility whatsoever can be attributed to NetFX in the event of alteration of the information or data during the transmission.

NetFXs will not be responsible for the damages resulting from the loss, alteration or any type of fraudulent use of the data, of the accidental transmission of virus or other harmful elements.

NetFXs will not be responsible for occasional malfunctions on the internet website of the CUSTOMER because of the use of GrooveFX.

NetFXs will not assume responsibility of any type whatsoever with regard to the images disseminated through GrooveFX, not exercising any control a priori over said information.

Images of xenophobic character, racist, with illegal content, etc. are prohibited (non-exhaustive list) and, in general, those of a nature that is reprehensible to French law that exceed the framework of freedom of expression, and may lead to definitive suspension of GrooveFX.

ARTICLE 9: FALSIFICATIONS

NetFXs is the holder of the intellectual property rights that allow it to conclude this contract.

ARTICLE 10: REVOCATION/RESCISSION

NetFXs or the customer may rescind this contract with advance notice of one month, giving notice by registered post with acknowledgement of receipt.

In the event of non-compliance by one of the parties of the stipulated obligations, as previously indicated, the other party may rescind this contract with no need whatsoever for advance notice.

ARTICLE 11: CASES OF FORCE MAJEURE

If the execution of the contract of any obligation that concerns NetFXs by virtue of these terms is impeded, limited or disturbed due to a fire, explosion, failure in the transmission networks, collapse or breakdown of the installations, epidemics, earthquakes, floods, electrical power cuts, wars, seizures, laws, orders or requirements of any established power, strikes, boycotts or any other circumstance outside the reasonable area of control of NetFXs, this will exempt NetFXs from the fulfilment of its obligations.

In these cases, NetFXs will be exempted from the execution of its obligations in accordance with the limits of said impediment, limitation or disturbance. In the case of force majeure, NetFXs must keep THE CUSTOMER regularly informed of the consequences of this, as well as the expectations for reestablishment of normality.

The obligations originating in this present will be suspended for the entire duration of the case of force majeure. If the duration of the effects of a case of force majeure is of more than one month, the contract may be rescinded with full rights, at the request of either of the parties, without any type of indemnification between the parties.

ARTICLE 12: SALE, ADVERTISING AND PROMOTION

NetFXs may rent or sell GrooveFX to other customers outside of any information, personal or not and specific of each customer.

NetFXs may use, for the purpose of celebration of events, conferences and publications specialized in professional markets, the services provided to THE CUSTOMER, as well as its commercial documents and/or internet website, except in the case of express mention by THE CUSTOMER to the contrary.

ARTICLE 13: INTEGRITY

This contract represents the agreement established between the parties in its entirety and integrity. It can only be modified by an additional certificate established by mutual consent.

ARTICLE 14: APPLICABLE LAW AND COMPETENT JURISDICTION

This contract will be governed by French law.

Any difference with respect to the interpretation, execution or validity of this contract will be subject to the exclusive jurisdiction of the Commercial Court of Bordeaux.

ARTICLE 15: INALIENABILITY

It is expressly agreed that THE CUSTOMER may not transfer this contract to a third party, except with the prior written agreement of NetFXs.

Each of the parties must consider as confidential, for the duration in force of the contract and after its expiration, the information, documents, systems, know-how, formulas or data of any type pertaining to the other party, and of those that the party may have had knowledge due to the execution of the contract, and must not disclose them to third parties whatever they may be, or use them outside the framework established in the contract.

ARTICLE 16: MODIFICATION

The parties agree that NetFXs may modify, with full rights, its service, with no need to observe any formality other than informing the customer with regard to the modification, provided that the service provided currently to the customer is maintained.

ARTICLE 17: APPLICATION AND OPPOSABILITY

These general sales conditions of NetFXs will be applicable to all supplies and services of the offer of GrooveFX. Consequently, the act of placing an order will imply complete and unreserved adhesion of the customer to these conditions. Therefore, any clause to the contrary will be, except with express acceptance, unopposable to NetFXs, whatever the time may be in which it has been made known to the latter.

None of the clauses of these general sales conditions, if not applied, may be interpreted or alleged to be implying a waiver on the part of NetFXs to make use of said condition or conditions later.

I, the undersigned, accept the integration of the image processing solution of GrooveFX in my internet website in conformity with the conditions of the foregoing contract, and certify the accuracy of the information contained in the same.

Issued in 2 counterparts,

In on

Signature (preceded by the statement: « read and approved »)