



GENERAL TERMS AND CONDITIONS OF SERVICE PORTAL & SOLUTIONS

This document and all associated information are confidential and may not be disclosed without the express consent of IRCAM AMPLIFY.

PREAMBLE

This Preamble is intended to clarify the contractual structure of these IRCAM AMPLIFY **General Terms and Conditions of Service**.

This structure consists of the following documents:

1	TERMS OF USE	The conditions which regulate the use of the Portal by any User
2	FRAMEWORK AGREEMENT	Contractual conditions which define the rights and obligations of the Parties in the context of the use of Solutions by the Client and the provision of Services by IRCAM AMPLIFY on the Portal.
3	SOLUTION SHEET	Document with contractual value specifying the Framework Agreement and detailing the functionalities of the Solution and the associated commercial offer for each Service selected.

The various components of IRCAM AMPLIFY's General Terms and Conditions of Service establish a coherent whole reflecting the rights and obligations of the Client and of IRCAM AMPLIFY in the context of the deployment of the services offered by IRCAM AMPLIFY.

THIS GENERAL TERMS AND CONDITIONS OF SERVICE SHALL BE GOVERNED IN ACCORDANCE WITH THE LAW OF FRANCE.

In the event of any discrepancies between the <https://app.ircamamplify.io/terms-and-conditions-fr.pdf> and another version of this document translated into a foreign language, the Parties agree that the French version shall take precedence over the foreign language version.

In the event of a dispute concerning the interpretation, performance or termination of these terms and conditions, the Parties shall endeavour to settle the dispute amicably. IN THE EVENT OF FAILURE TO REACH AN AMICABLE AGREEMENT WITHIN ONE (1) MONTH FROM THE DATE OF REFERRAL BY ONE OF THE PARTIES, THE DISPUTE MAY BE SUBMITTED TO THE COURTS OF COMPETENT JURISDICTION IN THE PARIS COURT OF APPEAL, TO WHOSE JURISDICTION THE PARTIES EXPRESSLY AGREE.

TERMS OF USE

ANY USE WHATSOEVER OF THE PORTAL IMPLIES UNRESERVED ACCEPTANCE BY THE USER OF THESE STANDARD TERMS AND CONDITIONS OF SERVICE.

Article 1. Subject

This document sets out the Terms of Use (hereinafter the "ToU") that apply between: IRCAM AMPLIFY, a French simplified joint stock company with share capital of €1,849,950, registered with the Paris Trade and Companies Register under number 825 085 257, whose registered office is located at 1, Place Igor Stravinsky 75004 Paris (hereinafter "IRCAM AMPLIFY") and the User (hereinafter "User"). IRCAM AMPLIFY and the User are jointly referred to as the "**Parties**".

The purpose of these Terms of Use is to specify the contractual provisions relating to the respective rights and obligations of the Parties in the context of the use of the Portal published and operated by IRCAM AMPLIFY and accessible at the following address: ircamamplify.io (hereinafter the "**Portal**").

Article 2. Definitions

For the purposes of these Terms of Use, the following terms have the meanings set out below:

- **«Framework agreement»:** means the contractual conditions which define the rights and obligations of the Parties in the context of the use of the Solutions by the Client and the provision of the Services by IRCAM AMPLIFY on the Portal.
 - **«Beneficiaries»:** refers to any person who uses the Solution(s) selected and authorised by the Client as beneficiaries of the Services. The Client is entirely responsible for the use of the Solution(s) by the Beneficiaries.
 - **«Client»:** means any person who guarantees to be a professional, as defined by French law and jurisprudence, accessing the Portal via their Account, and subscribing to one of the Premium subscriptions offered by IRCAM AMPLIFY as part of the Service, to benefit from one or more Solution(s).
 - **«Account»:** means the interface hosted on the Portal where are grouped all the data supplied by the User, enabling the Services. The User IDs are needed to access the Account. There are two types of Account on the Portal:
 - The **«Main account»:** this is an individual account that can only be linked to a single natural person representing the Client, who is deemed to hold all the authorisations required for this purpose. Each Client may only create one and only one Main Account; and
 - The **«Associated account»:** this is an individual account that can only be linked to a single natural person authorised by the Client. Each User may only create one and only one Associated Account. The number of "Associated Accounts" that can benefit from the Services may be limited, where applicable, in accordance with the indications on the Solution Sheet.
 - **«Terms of Use»** or **«ToU»:** means the present contractual conditions governing the use of the Portal by any User.
 - **«General Terms and Conditions of Service»** or **«GTCS»:** means all contracts governing the relationship between IRCAM AMPLIFY and Users, consisting of:
 - o Terms of Use;
 - o Framework Agreement;
 - o Solution Sheet.
- These documents are mutually explanatory.
- **«Content»:** means all trademarks, logos, slogans, graphics, photographs, animations, videos, software solutions, computer code, texts, visual and sound elements, and generally all elements and content published by IRCAM AMPLIFY attached to the Portal and Solutions. The Content is the exclusive property of IRCAM AMPLIFY.
 - **«Client Data»:** means all the information and resources held by the Client and used by him/her in the context of the Services, as well as any results produced by the Client when using the Services.
 - **«Solution Sheet»:** means the descriptive sheet relating to a Solution and containing the technical, commercial, and legal information associated with the aforesaid Solution. The purpose of the Solution Sheet is to supplement the Framework Agreement, or even to derogate from it in respect of specific measures.
- Each Solution has its own Solution File. These Solution Sheets can be accessed from the Portal.
- The purpose of the "Solution Sheet" is to:
- o Present the functionalities of the Solution;
 - o Present the special provisions for using the Solution and;
 - o Present the commercial offering of the Solution, and its "Freemium" and "Premium" plans.
- Use of a Solution implies unreserved acceptance of the associated Solution Sheet and any changes thereto after information has been provided.
- **«Identifiers »:** means the identifiers enabling Users to access their Account: password and email address used for professional purposes. Each User is the custodian of their Identifiers.
 - **«Confidential information»:** means all financial, legal, technical, commercial, and strategic information, as well as data, documents of any kind, drawings, concepts, manufacturing secrets, know-how, information systems and software, transmitted or brought to the attention of a Party under this Terms of Use, regardless of the form and/or media used.
 - **«Portal»:** means the web portal online accessible at the following address: www.ircamamplify.io. The Portal comprises all the web pages, services and functionalities offered to Users.
 - **«Payment Service Provider»** or **«PSP»:** means the means the company holding a banking licence, providing payment services to Clients to enable them to collect payments from Clients. The Operator's Payment Service Provider is STRIPE Payments Europe, Ltd., company incorporated in Ireland, with its registered office at The One Building, 1, Lower Grand Canal Street, Dublin 2, Ireland; authorised to conduct business activities in the European Economic Area as an electronic money institution authorised by the Central Bank of Ireland under number C187865.
 - **«Solutions»** or **«the Solution»:** means the software solutions published and operated by IRCAM AMPLIFY and all their graphic, sound, visual, software, database, and textual components. The Solutions are software accessible in SaaS mode (an abbreviation of "Software as a Service" which designates a type of software accessible via a compatible Internet browser) bringing together a set of functionalities intended for the Client.
 - **«Services»:** means any service provided by IRCAM in connection with the Portal and the supply of Solution(s), as well as any other related ancillary service.

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- **«Freemium Service»:** means the free trial service automatically granted by IRCAM AMPLIFY to any User who creates an Account on the Portal, and which enables them to access the Solutions free of charge, within the limit of the credits granted to the Main account and/or the Associated account, and the technical constraints detailed at the time of subscription.
- **«Premium Services»:** means the paying service provided by IRCAM AMPLIFY to any User who creates an Account on the Portal, and which allows him/her to access the Solutions within the limits of the characteristics of the chosen subscription and the technical constraints detailed at the time of subscription.
- **«User»:** means any person accessing and browsing the Portal, whether a Client or an ordinary Internet User.

Article 3. Acceptance of the Terms of User

Use of the functions of the Portal and the Services implies acceptance of the GTCS, which include these ToU.

The User therefore undertakes to read the ToU carefully when accessing the Portal and is encouraged to download and print them and retain a copy.

It should be noted that these Terms of Use, which are accessible in the bottom of the Portal via hyperlink, can be viewed at any time.

Article 4. Technical specifications

By using the Portal, the User acknowledges that they have the necessary means and skills to use the functions offered on the Portal.

The equipment required to access and use the Portal is at the User's expense, as are any telecommunications costs incurred by its use.

The User agrees to comply with the technical specifications relating to the uploading or insertion of Client Data on the Portal, and with any weight, size, dimension, character, formatting, or other limits relating to the Client Data that the User intends to upload on the Portal for any reason whatsoever.

The User undertakes to use the browsers recommended by IRCAM AMPLIFY to take full advantage of the Portal's functionalities.

Article 5. Access and registration conditions

Any User may access the Portal, consult the Solutions offered and benefit from the Services.

To do this, the User is encouraged to follow the procedures described below:

5.1. Register as a Client

Any User who wants to have access to all the functions offered by the Portal must first create an Account.

Registration on the Portal is free of charge.

To create an Account, the User is asked to provide all the information required and to create his/her Identifiers. The User undertakes to create one and only one Account on the Portal.

The User undertakes to provide IRCAM AMPLIFY with accurate, fair, and up-to-date data, which does not infringe the rights of third parties in any way whatsoever, and to inform to IRCAM AMPLIFY any necessary updates to the registered data. The User must also provide all the information required for invoicing the Services.

Finally, the User must validate these General Terms and Conditions of Service before finalising their registration.

The email address and password constitute the Identifiers associated with the Account.

This password must be sufficiently complex and consist of at least 12 characters. IRCAM AMPLIFY declines all responsibility for any harmful

consequences that may result from the use of multiple Accounts for a single Client.

The User is entirely responsible for the accuracy and updating of the data registered when opening and managing their Account.

Once registered, the User will be considered a Client.

5.2. Login management

The Client shall be solely responsible for the use and safekeeping of its Identifiers and/or the actions carried out via its Account.

In the event that a Client discloses or uses their Identifiers and/or Account in a way that is inconsistent with their intended purpose, IRCAM AMPLIFY reserves the right to terminate the Account without notice or compensation.

In any circumstances, IRCAM AMPLIFY shall not be liable in the event of usurpation of a Client's identity. All access and actions performed from the Account will be deemed to have been done by the Client, as IRCAM AMPLIFY is not required to and does not have the technical ability to verify the identity of persons accessing the Portal from an Account.

Any loss, misappropriation or unauthorised use of the Client's Identifiers and the consequences thereof are the sole responsibility of the Client, who is required to notify IRCAM AMPLIFY without delay by e-mail sent to the following address: support@ircamamplify.com.

5.3. Unsubscription

Clients may close their Account at any time by sending an e-mail to: support@ircamamplify.com.

IRCAM AMPLIFY will terminate the Account as soon as possible and will send the Client an email confirming the closure of the Account and the permanent deletion of all its components on the Portal.

Article 6. Services

The main functions offered on the Portal are:

- Consulting the various Solutions on offer;
- Subscribe to the Newsletter;
- Consulting articles (Blog); and
- Leaving comments and interacting with the community of Users.

These services may change over time and/or be discontinued.

Article 7. Obligation of the Parties

7.1. Users' obligations

When using the Portal, each User undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these Terms of Use.

Each User is obliged to:

- Behave in a fair and reasonable manner towards IRCAM AMPLIFY and third parties;
- Be honest and sincere in the information provided to IRCAM AMPLIFY and, where applicable, to other Users;
- Use the Portal in accordance with its purpose as described in these Terms of Use;
- Not divert the purpose of the Portal to commit crimes, offences or contraventions punishable by the penal code or by any other legal or regulatory provision;
- Respect the privacy of third parties and the confidentiality of exchanges;
- Respect the intellectual property rights of IRCAM AMPLIFY relating to the elements of the Portal and, where applicable, the intellectual property rights of other Users;
- Not to attempt to compromise the automated data processing systems used on the Portal, especially through practices such

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as web-scraping, as defined by article 323-1 of the French Criminal Code and its related articles.

- Not to modify the information placed online by IRCAM AMPLIFY or by another User;
- Not to use the Portal to send unsolicited messages (advertising or other) on a massive scale;
- Not to use "VPN" or similar devices to bypass any geographical restrictions associated with the Services; and
- Not to disseminate any data that has the effect of reducing, disorganising, slowing down or interrupting the normal operation of the Portal.

Users are expressly prohibited from using the application programming interfaces (hereinafter "APIs") provided by IRCAM AMPLIFY for the purpose of developing a service that competes with the one offered by IRCAM AMPLIFY. Similarly, Users are prohibited from using said APIs for the purpose of offering a service without any additional and significant added value in comparison to the services already provided by IRCAM AMPLIFY. Furthermore, it is strictly forbidden to use robots and other automation software to perform actions on the Portal, including the automatic creation of Accounts on the Portal.

In compliance with the legal and regulatory provisions in force and in accordance with the French law n. of 29 July 1881 relating to the freedom of the press, the User undertakes not to disseminate any message or information:

- Constituting wrongful denigration aimed at IRCAM AMPLIFY or Users of the Portal;
- Contrary to public order and morality;
- Of an abusive, defamatory, racist, xenophobic or revisionist nature, or damaging to the honour or reputation of others;
- Inciting discrimination or hatred of a person or group of persons on the grounds of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or group of people;
- Paedophile Content;
- Inciting the commission of an offence, crime or act of terrorism or glorifying war crimes or crimes against humanity;
- Encouraging suicide;
- Directly or indirectly enabling third parties to obtain pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunications systems, viruses and other logic bombs and, in general, any software or other tool enabling the rights of others and the security of persons and property to be infringed;
- Commercial content (canvassing, soliciting, prostitution, etc.).

7.2. IRCAM AMPLIFY's obligations

The general obligation of IRCAM AMPLIFY is an obligation of means. IRCAM AMPLIFY has no obligation of result or obligation of reinforced means.

IRCAM AMPLIFY undertakes to do everything in its power to guarantee continuity of access to and use of the Portal.

However, IRCAM AMPLIFY draws Users' attention to the fact that current Internet communication protocols do not allow the transmission of electronic exchanges (messages, documents, identity of the sender or recipient) to be guaranteed with certainty and continuity.

Furthermore, IRCAM AMPLIFY undertakes to provide Users with clear, transparent, and fair information on the terms and conditions of its services.

Article 8. Liability

8.1. General principles

IRCAM AMPLIFY declines all responsibility, in particular:

- In the event of it being impossible to access the Portal temporarily for technical maintenance operations or to update the information published. Users acknowledge that IRCAM AMPLIFY may not be held liable in the event of malfunction or interruption of said transmission networks;
- In the event of viral attacks or unlawful intrusion into an automated data processing system;
- In the event of abnormal use or illicit exploitation of the Portal by a User or a third party;
- Regarding the content of third-party websites that are linked to by the Portal;
- In the event of non-compliance with the Terms of Use attributable to Users;
- In the event of delay or non-fulfilment of its obligations, where the cause of the delay or non-fulfilment is related to a force majeure event as defined in article 9 of these Terms of Use;
- In the event of unlawful content uploaded via the Portal and infringing on the intellectual property rights or similar rights of third parties; and
- In the event of an external cause not attributable to IRCAM AMPLIFY.

In the event of abnormal use or unlawful exploitation of the Portal, the User shall be solely liable for any damage caused to third parties and for the consequences of any claims or actions that may arise therefrom.

8.2. Hosting provider status

Users acknowledge that IRCAM AMPLIFY acts as a host according to the Article 6 I 2° of the French Law of 21 June 2004 on confidence in the digital economy (LCEN). As such, IRCAM AMPLIFY reserves the right to remove any content that has been brought to its attention and that it considers to be manifestly illicit within the meaning of Article 6 I 2° of the LCEN.

Users or any other third party must notify us of clearly illegal content by :

- E-mail: support@ircamamplify.com
- Registered letter with acknowledgment of receipt to: IRCAM AMPLIFY - 1, Place Igor Stravinsky 75004 Paris

In accordance with article 6 I 5° of the LCEN, to be valid, the User's notification must include the following elements:

- The notification date;
- If the notifier is a natural person: surname, first names, profession, e-mail address;
 - If the applicant is a legal entity: corporate form, company name, e-mail address;
 - If the notifier is an administrative authority: its name and e-mail address.
 - These conditions are deemed to have been met if the notifier is a registered User of the public communication service and is connected at the time of the notification; and the information needed to identify the notifier has been collected by the host;
- A description of the content at issue, its precise location and, where applicable, the electronic address(es) to which it is made available; it being specified that these conditions are deemed to be met if the public communication service makes it possible to provide such notification by means of a technical device directly accessible from the content at issue;
- The applicable law on which the content must be withdrawn or made inaccessible, including a reference to the relevant statutes and a statement of the evidence. This requirement is satisfied if the online service provider allows reporting through a system that can identify the type of offence that the content may constitute.
- A copy of the letter to the author or publisher of the objectionable content or conduct asking them to stop, remove or change it, or evidence that the author or publisher was unreachable, except for some offences under article 6 I 5° of the LCEN.

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Article 9. Force majeure

IRCAM AMPLIFY may not be held liable if the non-performance or delay in the performance of any of its obligations described in these ToU results from a case of force majeure.

Force majeure in contracts arises when an unforeseeable event outside the debtor's control, and not preventable or avoided by appropriate measures when the ToU were concluded, stops the debtor from fulfilling their duty.

In addition to the cases of force majeure resulting from the application of article 1218 of the French Civil Code and the case law interpreting it, the parties specifically accept that these are force majeure events: strikes, power cuts, Internet network failures, telephone network failures, computer attacks and epidemics or health crises.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the ToU. If the impediment is definitive, the ToU shall be terminated, and the Parties shall be released from their obligations under the conditions set out in articles 1351 and 1351-1 of the French Civil Code.

If a force majeure event occurs, IRCAM AMPLIFY will endeavour to inform the User as soon as possible.

Article 10. Intellectual property rights

Acceptance of these ToU implies recognition by Users of IRCAM AMPLIFY's intellectual property rights over the Portal and its Content.

The Portal and the Content are the exclusive property of IRCAM AMPLIFY and may not be reproduced, used, or represented without the express authorisation of IRCAM AMPLIFY, under penalty of legal proceedings.

Any representation or reproduction, in whole or in part, of the Portal and its Contents, by any process whatsoever, without the prior express authorisation of IRCAM AMPLIFY is prohibited and shall constitute an infringement punishable by article L.335-2 and subsequent articles; and article L.713-2 and subsequent articles of the French Intellectual Property Code.

IRCAM AMPLIFY expressly prohibits:

- Extraction, by the permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the contents of its database to another support, by any means and in any form whatsoever;
- Re-use, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the database, in any form whatsoever;
- Reproduction, extraction, or re-use, by any means, including methods like scrapping, of the content (photographs, descriptions, etc.) published by it.

IRCAM AMPLIFY grants a personal, non-exclusive, and non-transferable licence to Users authorising them to use the Portal and the information it contains, in accordance with these ToU.

Any other use of the Portal and its Contents is excluded from the scope of this licence and may not be made without the express prior authorisation of IRCAM AMPLIFY.

Article 11. Personal data

The policy relating to the processing of personal data by IRCAM AMPLIFY is detailed in the Portal's Privacy Policy, available here: <https://app.ircamamplify.io/privacy-policy-en.pdf>.

Article 12. User Service

Any questions or complaints regarding the use or operation of the Portal may be sent by e-mail to the following address: support@ircamamplify.com

Article 13. Validity of the ToU

If any of the ToU statement is declared void by a current law or regulation and/or a final court decision, it will be deemed unwritten but will not affect the validity of the other clauses that will remain fully enforceable.

Such a modification or decision does not in any way authorise Users to disregard these ToU.

Article 14. Modification of the ToU

These Terms of Use (ToU) govern the access and use of the Portal by any User. IRCAM AMPLIFY reserves the right to amend and update the ToU at its sole discretion, especially to comply with any new legal or regulatory provisions. The ToU in effect at the time of the User's visit to the Portal shall apply.

Article 15. General provisions

The fact that one of the Parties has not demanded the application of any clause of these ToU, whether for a limited or indefinite period, shall not be construed as a waiver of such provision.

If there is any ambiguity or inconsistency between the titles of the clauses and the clauses themselves, the titles shall be disregarded.

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FRAMEWORK AGREEMENT

Article 1. Subject

This Framework Agreement (hereinafter the "**Framework Agreement**") is entered into between: IRCAM AMPLIFY, a French simplified joint stock company with share capital of €1,849,950, registered with the Paris Trade and Companies Register under number 825 085 257, whose registered office is located at 1, Place Igor Stravinsky 75004 Paris (hereinafter "IRCAM AMPLIFY") and the User (hereinafter "User"), IRCAM AMPLIFY and the User are jointly referred to as the "**Parties**".

The purpose of this Framework Agreement is to specify the contractual provisions relating to the respective rights and obligations of the Parties in the context of the use of the Portal published and operated by RCAM AMPLIFY and accessible at the following address: ircamamplify.io (hereinafter the "**Portal**").

Upon acceptance of these General Terms and Conditions of Service, the Client also accepts all the Solution Sheet published on the Portal which supplement/clarify/amend this Agreement. The Client tacitly accepts any new Solution Sheet published subsequently on the Portal, as well as any non-substantive changes to existing Solution Sheet.

Article 2. Definitions

The definitions used in this Framework Agreement are similar to those in the Terms of Use.

Article 3. Rights to use the Solutions

IRCAM AMPLIFY grants the Client a non-exclusive and non-transferable user licence associated with each Solution, for the territory and duration stipulated on the Solution Sheet corresponding to the Solution in its version existing on the date of acceptance of the General Terms and Conditions of Service, as well as in all future versions made available by IRCAM AMPLIFY and on their technical documentation, if any. It is specified that this user licence is granted to the Client as part of the Freemium Services, and Premium Services where applicable.

The Client may under no circumstances assign, transfer, delegate, or sub-license the Solution to a third party directly or indirectly in any manner whatsoever without the prior written consent of IRCAM AMPLIFY.

Unless permitted by law, the Client must not:

- Try to copy, modify, reproduce, create any derivative work of, alter, mirror, republish, upload, post, transmit or distribute the whole or any part of the components of the Solution in any form, on any medium or by any means whatsoever;
- Try to decompile, disassemble, reverse engineer or otherwise make comprehensible the whole or any part of the Solution;
- Access all or part of the source codes of the Solution for the purpose of reproducing and/or arranging them for the purpose of designing a competing application or service;
- Try in any way to remove, circumvent any Technical Protection Measure (TPM), nor use or manufacture with a view to sale or hire, import, distribute, sell or hire, offer for sale or hire, promote sale or hire or hold for private or commercial use any means used to facilitate the unauthorised removal or circumvention of the TPM;
- grant a sub-licence, sell, rent, transfer, the Solution or the associated Services in any other way to any third party without the consent of IRCAM AMPLIFY.

The Client undertakes to do everything in its power to prevent any unauthorised access to or use of the Solution and, in the event of any such unauthorised access or use of which it is aware, to notify IRCAM AMPLIFY without delay.

Article 4. Conditions of Use of the Solutions

As the Solutions are provided in a "Saas" model, IRCAM AMPLIFY has the right to change the Solutions at any time without the Client's

consent. IRCAM AMPLIFY will inform the Client at least ten (10) days before making any major changes to the Solution, meaning those that significantly affect its features or interfaces. Any improvement of the Solution shall not cause a loss of functionality.

4.1. Client obligations

When using the Solution, the Client undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of the General Terms and Conditions of Service.

More specifically, the Customer undertakes to:

- Comply with these General Terms and Conditions of Service and the Solution Sheet;
- Comply with the Personal Data Regulations;
- Respect the intellectual property rights held by third parties, and not commit or omit any action(s) likely to infringe their rights;
- To comply with the intended use of each Solution, as set out in the "Solution Sheet", and not to misuse and/or make it do things and/or generate outcomes that are inconsistent with the Solution's intended use;
- Not to attempt to extract, reproduce, analyse or decompile all or part of the Solutions and their components, nor to inject data or issue instructions that are contrary to the purpose of the Solutions;
- Respect all the limits of use associated with each Solution, including the limits associated with the Accounts; and
- Ensure that their Beneficiaries comply with the General Terms and Conditions of Services (GTCS). The Client guarantees, for all the Beneficiaries to whom he provides access to his Account, that they will comply with all the documents making up the GTCS (Portal ToU, Framework Agreement, Solution Sheet, etc.).

In any event, it is reminded that the Client uses the Solution under its entire and exclusive responsibility. In this context, IRCAM AMPLIFY's role is that of a simple supplier of a software solution.

As such, the Client is solely responsible for the configuration carried out through the options offered by each Solution. The Client is solely responsible for this configuration, and releases IRCAM AMPLIFY from any liability arising from incorrect configuration of the Solution by the Client.

In the event of termination of the Contract, the procedures for deleting data are detailed in the article "Consequences of termination".

The Client undertakes to show co-operation and loyalty in its relations with IRCAM AMPLIFY, and consequently appoints competent contacts at IRCAM AMPLIFY.

Users are expressly prohibited from:

- Using the application programming interfaces (hereinafter "APIs") of the Solutions provided by IRCAM AMPLIFY to develop a service that is competitive or similar to the one offered by IRCAM AMPLIFY;
- Using robots and other automation software to perform actions on the Solutions.

4.2. Non-compliance with conditions of use of the Solutions

Any breach by the Customer of this Article may result in the temporary suspension or automatic termination of the Terms and Conditions of Service.

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The Client may also be obliged to publish or have published, at IRCAM AMPLIFY's discretion, information that exonerates IRCAM AMPLIFY, without prejudice to any damages that may be claimed by IRCAM AMPLIFY because of the breach of these terms and conditions and in particular the damage to its image and reputation.

Article 5. Subscription to Freemium and Premium Services

The Portal operated by IRCAM AMPLIFY offers all Users the opportunity to discover and access its Solutions through two types of Services:

- a Freemium Service and
- a Premium Service.

The terms and conditions of the "Freemium" and "Premium" offers for each Solution are detailed in the associated Solution Sheet.

5.1 Freemium Service

5.1.1. Access

The Freemium Service is a complimentary service that any User who registers an Account on the Portal automatically receives.

The Freemium Service allows the User to use the Solutions on the Portal for free, subject to the trial credits allocated and the technical limitations specified at the time of registration.

Clients who use the "Freemium" service may have their access to the Solution reduced, in favour of Clients who use the "Premium" service, especially if they consume a lot of the Services, make heavy API requests and/or restore the Services.

It is also stated that requests from clients who use the "Freemium" service will not be treated as "urgent" by IRCAM AMPLIFY, and will, if possible, be handled without any assurance of reply or reply time.

To access the Solutions, the Client must create an API key that will produce unique identifiers for authentication.

5.1.2. Consumption of test credits

By registering on the Portal, the Client will receive a certain amount of trial credits, which will allow the Client to try out the Solutions on the Portal for free.

The trial credits offered by IRCAM AMPLIFY may take several forms:

- **Usage tokens**, each of which enables the Client to benefit from a function or result offered by a Solution. These tokens are therefore consumed by the use made of them by the Client;
- **Consumption tokens**, with each token representing a level of consumption of a Service. These tokens may represent a consumption period offered on a Service; or
- **Periods of use**, allowing the Solution to be used for a certain period, calculated from the first time the Solution is accessed.

The Client is fully aware of the fact that trial credits do not necessarily entitle them to benefit from all the features of the Solution - some of these features may be reserved for the "Premium" offer.

5.1.3 Expiration of trial credits

After the Client has exhausted the trial credits granted under the Freemium Service, IRCAM AMPLIFY may contact the Client for the following reasons:

- notify the Client of the expiry of trial credits;
- redirect the Client to the Premium subscriptions offered by IRCAM AMPLIFY as part of its Premium Service to continue to benefit from the Solutions; and/or

- redirect the Client to other Solutions offered via the Portal.

The Client is hereby informed that any consumption or use of the Services beyond the trial credits will automatically result in a switch to the "Premium" offer described below and will give rise to invoicing.

It is specified that if the Client wishes to subscribe to one of the Premium subscriptions offered by IRCAM AMPLIFY as part of the Premium Service before the expiry of the trial credits allocated to it, the unused trial credits will be lost.

5.2 Premium Service

5.2.1. Access

The Premium Service gives the Client access, in return for payment of a sum of money, to the Solutions available on the Portal, and to all of their functionalities, subject to the technical constraints detailed at the time of subscription.

The Premium Service also operates in the form of credit consumption (use tokens, consumption tokens, period of use), the terms of use of which vary according to the package subscribed to.

5.2.2 Subscription types

As part of the Premium Service, IRCAM AMPLIFY can propose three (3) types of offers to the Client:

- Offer « Pay as you go »
- "Forfait" subscription offer
- Offer "Entreprise"

Details of these different subscriptions will be given in the corresponding Solution Sheet.

5.3. Solution Sheet

The commercial offer linked to a Solution is detailed on the corresponding Solution Sheet.

Each Solution Sheet includes, but is not limited to:

- The essential characteristics of the Solution, and in particular its functionalities;
- The price of using the Solution in accordance with the various subscriptions available as part of the "Premium" Service;
- Payment information;

The Client confirms that they are aware of all the legal and technical details about the Solution, which are shown on the Solution Sheet that can be viewed and accessed freely from the Portal.

5.2.3. Exclusive additional services

Clients who have subscribed to a "Premium" offer may, depending on the Solution subscribed to, benefit from additional services.

The availability of support services from IRCAM AMPLIFY is indicated for guidance only: Monday to Friday from 9am to 12pm and from 2pm to 5pm on business days, excluding bank holidays and similar days.

In addition, the Client may be encouraged by IRCAM AMPLIFY to join its "Ambassador" programme.

5.2.4. Service warranties

(I) Availability

In addition to the elements referred to above, IRCAM AMPLIFY undertakes to the Client to use its best efforts to ensure the availability of the Solutions.

IRCAM AMPLIFY shall not be held liable for the unavailability of the Services in the event of:

- force majeure, as defined below;

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- events beyond the control of IRCAM AMPLIFY and subject to any breakdowns and interventions necessary for the proper functioning of the Solutions;
- disruptions, outages and/or anomalies not caused by IRCAM AMPLIFY and affecting transmissions via the Internet and, more generally, the communications network, regardless of the extent and duration thereof; or
- maintenance operations carried out by IRCAM AMPLIFY.

In such cases, IRCAM AMPLIFY shall not be liable to pay any compensation or damages to the Client for any reason whatsoever.

(II) Maintenance

IRCAM AMPLIFY will correct the anomalies reported by the Client as soon as possible, considering the level of blocking generated by these anomalies (blocking, semi-blocking, non-blocking). IRCAM AMPLIFY will then make its best efforts to keep the Client informed of the processing of the reported anomaly.

The Client is informed of the fact that IRCAM AMPLIFY may be required to carry out progressive maintenance operations on the Solutions, which may make the Services temporarily unavailable. In this respect, IRCAM AMPLIFY undertakes, as far as possible:

- to carry out these maintenance operations outside office hours, between 6 pm. and 7 am.; and
- to give the Client advance notice of maintenance operations, if possible 10 working days in advance, so that any necessary precautions can be taken to minimise the impact of temporary unavailability.

Article 6. New functionalities - Beta Testing

On the proposal of IRCAM AMPLIFY, the Client may join a "beta testing" programme, and thus exclusively test the next functionalities offered on a Solution.

In this event, the Client is fully aware of the fact that the functionalities proposed in "Beta Testing" may occasionally generate bugs and/or slowdowns in the Solution and accepts these constraints as such.

For the purposes of improving the Services, the Client accepts that the information resulting from the Beta Testing programme may be re-used by IRCAM AMPLIFY for the purposes of improving the Services, in a pseudonymised manner, during the period necessary for the validation and definitive production launch of these new functionalities.

Article 6. IRCAM AMPLIFY's obligations

6.1. Provision of Services

IRCAM AMPLIFY undertakes to:

- provide the Client the Services offered in accordance with the provisions of these GTCS, and as detailed in the Solution Sheet; and
- demonstrate cooperation and loyalty in its dealings with the Client, and consequently designate competent contacts with them.

6.2. Keeping accounting records

IRCAM AMPLIFY complies with the legal retention periods for Client data. According to article L.123-22 of the French Commercial Code, the Client's accounting documents will be kept for 10 years to establish proof and 5 years to prove the existence of the GTCS under article 2224 of the French Civil Code.

Article 7. Security

IRCAM AMPLIFY undertakes to make its best efforts to:

- Ensure the logical and physical security of its information systems; and
- Reduce the risk of a security breach.

Additionally, the Client, who owns the data incorporated into the Solution, should back up these items regularly. In any case, IRCAM AMPLIFY does not store or back up the Client's Content. Therefore, IRCAM AMPLIFY cannot be responsible if the Client Content in the Solution is temporarily or permanently unavailable.

The Client undertakes to:

- correctly configure its IT systems and all their components to operate the Solution(s) in complete security within its IT environment.
- notify IRCAM AMPLIFY as soon as possible of any security breach or intrusion into IRCAM AMPLIFY's systems of which it is aware.
- secure and protect the confidentiality of their login details. More specifically, the Client undertakes to regularly renew its password, the level of robustness of which must comply with the state of the art.

The Client also guarantees that any files imported into a Solution do not contain malicious software.

Article 8. Liability

8.1. General principles

In providing the Services, IRCAM AMPLIFY is bound by a general obligation to use its best endeavours, and not an enhanced obligation to use its best endeavours or an obligation of result.

The Parties may hold the other Party liable if it has previously notified the other Party of the alleged breach by registered letter with acknowledgement of receipt and if the other Party has not replied within thirty (30) days of receipt of such notification, which must take the form of formal notice.

In any event, IRCAM AMPLIFY may only be held liable in the event of proven fault.

Furthermore, IRCAM AMPLIFY declines all liability in the event of:

- Abnormal use or illicit exploitation of all or part of the Solution by the Client;
- Use of all or part of a Solution that does not comply with regulations, is not provided for in this Contract and/or is contrary to the purpose of the Solution;
- Temporary impossibility of access to a Solution due to technical maintenance operations or interruptions linked to the nature of the Internet network beyond the control of IRCAM AMPLIFY;
- Ineligibility of the content generated from any of the Solutions offered by IRCAM AMPLIFY on third-party distribution services, including music-sharing services. The Client bears sole responsibility for the content created using the Solution and all consequences related to its usage;
- Failure by the Client to perform the Contract; and
- Inadequacy of the Solution with the hardware and software used by the Client, the compatibility of which is the sole responsibility of the Client.

In any event, it is expressly agreed between the Parties that should IRCAM AMPLIFY be held liable in connection with the performance of this Contract, its liability shall be limited, for all losses and all claims combined, to the total sums paid by the Professional under this Contract over the twelve (12) months preceding the loss in question.

These provisions establish a division of risk between IRCAM AMPLIFY and the Professional. The price of access to one or more Solution(s) and of benefiting from the Services set out in the Solution Sheets

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reflect this allocation as well as the limitation of liability described above.

It is expressly agreed between the Parties that the stipulations of the present clause will continue to apply even in the event of termination of the present contract by a final court decision.

8.2. Hosting provider status

Users acknowledge that IRCAM AMPLIFY acts as a host according to the Article 6 I 2° of the French Law of 21 June 2004 on confidence in the digital economy (LCEN).

As such, IRCAM AMPLIFY reserves the right to remove any content as soon as it becomes aware of it.

Article 9. Intellectual property rights

Each of the Parties shall retain ownership of the knowledge, know-how, processes, information, technical, industrial, or commercial data, supplies, software and other creations that it possessed prior to validation of these GTCS.

9.1. Client's property

The Client owns the data that they upload to the Solution from their Account, and they manage how it is shared and accessed through their Account.

9.2. Property of IRCAM AMPLIFY

The Client acknowledges that the Solutions, all their components and Content are the exclusive property of IRCAM AMPLIFY.

All creations, including trademarks, logos, slogans, graphics, photographs, animations, videos, software, databases, and texts created, published, or recorded by IRCAM AMPLIFY on a Solution are the exclusive property of IRCAM AMPLIFY and may not therefore be reproduced, used or represented without prior express authorisation, on pain of legal proceedings.

In this respect, the Client undertakes not to:

- To use the names IRCAM AMPLIFY in its campaigns without the prior written consent of IRCAM AMPLIFY;
- Maintain any confusion with IRCAM AMPLIFY in its advertising campaigns and/or promotional announcements; and
- Adapt, correct, modify, or reproduce all or part of the Solutions.

Any total or partial representation of the Solutions or of their components or Content, by any process whatsoever, without the prior express authorisation of IRCAM AMPLIFY is prohibited and shall constitute an infringement punishable by articles L.335-2 and subsequent articles; and articles L.713-1 and subsequent articles of the French Intellectual Property Code.

Furthermore, IRCAM AMPLIFY expressly prohibits:

- Extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the Solutions, by any means and in any form whatsoever; provided that the author of this extraction is acting outside a licence granted by IRCAM AMPLIFY;
- Re-use, by making available to the public all or a qualitatively or quantitatively substantial part of the Solutions, in any form whatsoever, provided that the author of such re-use is not the holder of a licence granted by IRCAM AMPLIFY.

Finally, the Client acknowledges that the "know-how" of IRCAM AMPLIFY includes all the documentation provided, the techniques for generating the Results offered through the Solutions, including the operating algorithms of the Solutions, as well as all the settings and training data that have enabled/allow IRCAM AMPLIFY to offer the Services.

9.3. Results

9.3.1. Property

When using a Solution, the Client and/or the Beneficiary may create / generate responses by using a Solution (hereinafter the "Results").

The Results created by the Client and/or the Beneficiary in this context are exclusively transferred to the Client as they are produced and subject to the full payment of the Services' price.

9.3.2. Data associated with the Results

IRCAM AMPLIFY remains the owner of all the data generated by the Solution and used to generate the Results.

This information is used by IRCAM AMPLIFY in a pseudonymised manner to contribute to the continuous improvement of the Services offered.

9.4. Solution licence

Under the terms hereof, IRCAM AMPLIFY grants the Client a non-exclusive and non-transferable licence to use each Solution, for France and for the entire duration of this Contract. There are as many non-exclusive and non-transferable user licences as there are Solutions for which the Client has subscribed to a Freemium or Premium offer.

This licence authorises the Client, as well as any Beneficiaries, to use the Solution in accordance with its intended purpose and the contractual conditions applicable under these GTCS.

The aforementioned right is non-transferable and granted for the entire duration of the Contract for the whole world.

All other intellectual property rights attached to the Solution are excluded from this licence and remain the exclusive property of IRCAM AMPLIFY.

IRCAM AMPLIFY has the right to carry out audits, or to have audits carried out at its own expense, to check compliance with the licences and the terms of use of the Solution as described in these GTCS. In the event of non-compliance, the audit costs will be borne by the Client, who may also be subject to penalties. This audit clause shall survive for a period of five (5) years after the termination of the GTCS and its components.

Article 10. Financial terms and conditions

10.1 Methods of payment

Unless a specific provision has been agreed between the Parties, the Client is required to pay invoices net, without discount and within the deadlines set by the Parties.

If an invoice is not paid within the agreed deadlines, IRCAM AMPLIFY reserves the right to suspend access to the Solution, without this suspension being considered as a termination.

In the event of non-payment by the Client, IRCAM AMPLIFY may apply late payment penalties calculated as follows:

$$\text{Late payment penalties} = (\text{invoice amount incl. French TTC} \times \text{applicable statutory rate}) \times (\text{number of days late} / 365).$$

In accordance with the provisions of the Commercial Code, the Applicable Legal Rate means the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points. Late payment penalties are due the day following the payment date without a reminder being necessary. The Client in a situation of late payment is automatically liable to IRCAM AMPLIFY for fixed compensation for recovery costs in the amount of forty (40) euros.

When payment terms are agreed, such as payment in several instalments, the failure of a single payment term makes the entire debt due. It results, without payment of compensation of any nature whatsoever, in the immediate suspension of access to the Solutions.

Any rejections of direct debits will be subject to re-invoicing by IRCAM AMPLIFY to the Client for the bank charges incurred.

It is also noted that termination does not exempt the Client from its obligations, especially monetary, that arose before termination.

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Terms specific to public law persons

Under article L.3133-13 of the French Public Procurement Code, if the payment deadline is missed, IRCAM AMPLIFY can claim default interest, a flat-rate payment and, if applicable, extra payment from the creditor by the awarding authority.

Default interest starts to run automatically from the day after the payment deadline without any formalities. The default interest rate is the same as the rate used by the European Central Bank for its most recent main refinancing operations on the first day of the half of the calendar year when the default interest started, plus eight percentage points.

The fixed amount for recovery costs is 40 euros.

10.2 Payment methods

The Client can pay for the Service to which he has subscribed online on the Portal using the payment methods offered, namely:

- Bank card (Visa, Mastercard, Amex, Discover).

Clients who subscribe to the "Entreprise" subscription will also be able to pay by transfer.

When choosing their payment method, the Client will be redirected to a secure space corresponding to this choice to make the payment. The Client declares itself informed of the fact that any payment on the Portal is made via the Payment Services Provider, managing financial flows.

Article 11. Duration

The commitment periods and price revision conditions of this Contract are set out in the Solution Sheet.

Unless otherwise provided, the starting point of the commitment period corresponds to the date of first use of the Solution by the Client and/or Beneficiaries.

Article 12. Suspension - Termination

12.1. Suspension and termination assumptions

12.1.1 Suspension

IRCAM AMPLIFY may automatically suspend the Contract, without compensation to the Client, and without prior notice, in the following cases:

- In the event of a lack of cooperation and/or disloyalty noted by IRCAM AMPLIFY, and if there is an urgent need to put an end to the actions concerned, particularly in the event of:
 - Non-compliance by the Client with the scope of the license granted on the Solution, the intellectual property of IRCAM AMPLIFY and its know-how;
 - Competitive actions such as the development of a solution similar to those developed by IRCAM AMPLIFY; and/or
- When the Client's actions endanger, in any way whatsoever, the operation of the Solution, in particular in the event of:
 - Making the Solution available to unauthorized third parties; and or
 - Illicit activity carried out by the Client through the Solution.
- In the event of violation of the commitments made under these GTCS.

This decision is brought to the attention of the Client by registered letter with acknowledgment of receipt.

In the event of subscribing to a fixed-term offer (subscription), the Client remains liable for payment of the due dates despite the suspension of the Services.

The suspension may, where applicable, be lifted by IRCAM AMPLIFY upon receipt by it of a registered letter with acknowledgment of receipt justifying that the cause of the suspension notified to the Client has been removed.

If this suspension is not lifted, the Contract may be automatically terminated seven (7) days after sending the registered letter with acknowledgment of receipt by IRCAM AMPLIFY notifying the non-resolution of the case leading to the suspension.

12.1.2 Termination for breach

In the event of a serious breach by one Party of at least one of its obligations hereunder, these GTCS may be terminated by the other Party.

It is expressly agreed that this termination will take place automatically, seven (7) days after sending a formal notice to comply, which remains without effect. The formal notice, which must imperatively indicate the grievances alleged and the obligations whose non-compliance is alleged, will be notified by registered letter with acknowledgment of receipt.

12.2. Consequences of termination

The effective termination of the Contract (after expiry of the notice period) immediately entails:

- the termination of the rights to use the Solution granted to the Client hereunder; and
- The automatic termination of these GTCS.

Termination of the Contract will result in the return by each Party of all documents transmitted to the other Party as part of the execution of the Contract.

The articles Intellectual property, confidentiality, liability, and personal data will remain in force in the event of termination hereof for the duration in the respective clauses and, failing that, for five (5) years unless expressly stipulated or legislatively provided, contrary regulations.

In the event of a breach attributable to the Client, it is specified that:

- the Client will remain required to pay the full amounts set out in the Solution Sheet, in the event of subscribing to a fixed-term offer (subscription); and
- the Client will not be able to obtain a refund of any "usage credits" paid and not used.

IRCAM AMPLIFY nevertheless remains willing to find an amicable arrangement to exit from these GTCS with the Client but is not bound by any obligation in this regard.

Article 13. Warranties

Each Party undertakes to and guarantees the other Party that:

- It has the power and authority to enter this Contract, and that it will ensure and maintain, during the relationship, all possible authorizations necessary for the execution of its obligations;
- It holds, or has been granted the rights allowing it to use for the purposes of this Contract, all of the intellectual property rights necessary to comply with its obligations;
- It will perform its obligations under this Agreement in accordance with all applicable laws and by demonstrating reasonable care and skill;
- It will not do or omit to do anything that could result in the other Party violating any law or regulation in force; and
- It will not denigrate the other Party.

The Client accepts the fact that the Solutions have not been developed with the aim of satisfying his individual requirements. As

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such, the Client is required to ensure that the Solutions comply with its needs, requirements, and constraints.

IRCAM AMPLIFY cannot guarantee the Client the commercial success of the Results generated thanks to the Solutions, nor that these results will be accepted by distributors, nor the fact that the Services will be likely to generate any increase in the Client's turnover.

IRCAM AMPLIFY guarantees the Client peaceful enjoyment of the Solutions, this guarantee being enforceable only for the rights of use granted in application hereof.

Furthermore, in the event of a complaint or legal action from a third party alleging that the use of a Solution constitutes a violation of its intellectual property rights, IRCAM AMPLIFY undertakes to intervene voluntarily, if necessary, always. proceedings initiated against the Client.

The guarantee set out in the preceding paragraph is understood to be subject to the following:

- The claim or action is not the consequence of a violation by the Client of its contractual commitments;
- The Customer sends IRCAM AMPLIFY as soon as possible a written notice concerning the complaint or action, detailing its nature;
- The Client assumes no responsibility, enters into no agreement or compromise regarding the claim or action without first obtaining the written consent of IRCAM AMPLIFY;
- The Client takes any reasonable measures requested by IRCAM AMPLIFY to avoid, contest, compromise or defend the claim or action.

Article 14. Force majeure and unforeseen circumstances

14.1. Force Majeure

The Parties will not be deemed to have failed to fulfil their obligations if they are prevented from performing all or part of them following a case of force majeure, provided that the defaulting Party informs the other Party, by registered letter with acknowledgment of receipt, within seven (7) calendar days of the occurrence of the event and justifies the character of force majeure within the meaning of French jurisprudence.

The defaulting Party shall use its best endeavours to minimise the impact of the force majeure event and seek any appropriate solution to resume the performance of its obligations as soon as possible.

Besides cases of force majeure arising from Article 1218 of the French Civil Code and the case law applying it, the Parties expressly agree that force majeure includes: strikes, electrical network failures, internet network failures, telephone network failures, cyberattacks and epidemics or health emergencies. If the performance of one or more of the obligations of either Party is delayed due to a force majeure event, the performance of the Contract shall be suspended until the cessation of the event.

However, if the force majeure event lasts longer than one (1) month, each Party shall have the right to automatically terminate the Contract

by sending a registered letter with acknowledgement of receipt taking immediate effect.

14.2. Unforeseen circumstances

If a change of circumstances that was unforeseeable when the Contract was made makes it excessively burdensome for one Party to perform, that Party may ask the other Party to renegotiate the Contract. The other Party must then renegotiate in good faith and continue to fulfil its obligations during the renegotiation.

If the renegotiation fails or is refused, the Parties may agree to end the Contract, on the date and terms they decide, or ask a judge by mutual consent to adapt it. If the Parties do not agree within a reasonable period, the judge may, at the request of a Party, amend the contract or terminate it, on the date and terms he determines.

Article 15. Communication

Subject to obtaining the prior consent of the Client, IRCAM AMPLIFY may:

- Use its name, corporate name, logo, and an example of a message for the purposes of communication or commercial promotion, as a "Client Reference" without any remuneration from IRCAM AMPLIFY; and
- Report on testimonials whose content and presentation methods will be defined in consultation between the Parties.

Article 16. Miscellaneous

The Parties are independent and enter into the contract in their own name and on their own account. Therefore, no Party will make any statement for the other Party, or act as its agent, unless it is essential for performing the contract.

The Client may not assign, contribute, or transfer in any other way - whether in whole or in part, free of charge or for a fee - any of your rights and obligations under the GTCS, without the prior written consent of IRCAM AMPLIFY.

The Parties will not lose their right to enforce any obligation under the Agreement if they do not insist on it or delay in doing so after a breach by the other Party.

If any clause of the agreement is deemed illegal, invalid, or unenforceable, in whole or in part, due to a legal or regulatory provision or following a decision of a competent court which has become final, the other clauses will remain fully in force and effective.

The Parties will inform each other of any communication related to the agreement, as the agreement requires. The Parties will accept files, data, messages, website updates and digital records in our computer systems as evidence of what they have done or said.