FROGANS CORE REGISTRY DELEGATION AGREEMENT

Signed between the OP3FT, a non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge, and the company STG Interactive S.A., the Frogans Core Registry Operator.

Date of entry into force: March 19, 2012

Updated on December 19, 2018

This document is the English translation of the Frogans Core Registry Delegation Agreement which was originally written in French. This translation is dated December 19, 2018.

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This Frogans Core Registry delegation agreement~~is signed~~, updated on December 19, 2018, was concluded on March 19, 2012 ~~,~~ between:

- The OP3FT (Organization for the Promotion, Protection and Progress of Frogans Technology), a French *Fonds de dotation* with registered office at 6 square Mozart, 75016 Paris, France, whose declaration of creation was published on March 17, 2012 in the *Journal Officiel* of the French Republic *JOAFE n°11* under number 1540, represented by Mr Amaury Grimbert, President of the Board of Directors, and,

- STG Interactive, hereafter the "Frogans Core Registry Operator" or the "Operator", a company incorporated under French law (*Société Anonyme*) with a share capital of 1,~~688~~933,000 euros, with registered office at 29 avenue Mozart, 75016 Paris, France, entered in the *RCS de Paris* under number B 428.738.546, represented by Mr Alexis Tamas, Chairman and Chief Executive Officer,

hereafter referred to collectively as the "Parties".

PREAMBLE

The OP3FT is a non-profit standards developing organization acting in the public interest. Its purpose is to hold, promote, protect and ensure the progress of the Frogans technology in the form of an open standard for the Internet, available to all, free of charge.

The ~~Frogans technology enables the implementation,~~ goal of the Frogans technology is to introduce Frogans, a new medium for publishing content and services on the Internet ~~, of a new software layer, called the Frogans layer~~in the form of Frogans sites. From a technical standpoint, this medium is designed as a new generic software layer running on top of the original Internet infrastructure, alongside other existing software layers such as E-mail or the World Wide Web.

~~The Frogans technology, secure and simple, enables the publishing of Frogans sites.~~ A Frogans site is a ~~set of Frogans pages, hyperlinked to each other, available online on the Internet or in an intranet, at a~~ new kind of online site founded on a new format. Each Frogans site is made up of free-form pages called Frogans slides which are interconnected. Each Frogans site is accessible via its Frogans address.

The Frogans Core Registry, or FCR, is the ~~database containing the~~ central database containing all registered Frogans addresses and Frogans networks worldwide. This database belongs to the OP3FT.

In order to ensure ~~the correct functioning of the Frogans layer~~that Frogans as a medium functions correctly, a specific entity must be responsible for the technical and commercial operation of the Frogans Core Registry, doing so by putting itself at the service of Internet users, in a manner comparable to registry operators for domain names on the Internet.

This entity, called the Frogans Core Registry Operator:

- manages the ~~Frogans addresses database~~ central database containing Frogans addresses and Frogans networks in an accurate, robust and resilient manner, by providing Internet users with addressing services,

- allocates and manages Frogans addresses and Frogans networks on a non-discriminatory and transparent basis, guaranteeing the respect of freedom of communication, entrepreneurship and intellectual property rights,

- processes requests to register Frogans addresses and Frogans networks, doing so in accordance with the "first-come, first served" principle in force on the Internet,

- proceeds on its servers to the resolution of the Frogans address of a Frogans site published on the Internet, whenever an end user opens that Frogans site on his/her screen,

- finances the technical operation of the Frogans Core Registry by collecting fees paid in exchange for the addressing services it provides to Frogans site publishers. The fees are uniform and flat: they do not depend on the number of resolutions performed for each Frogans site, nor on the usage made of the Frogans sites.

The OP3FT Bylaws define the key principles and essential aspects of the role of the Frogans Core Registry Operator.

The Frogans Core Registry Operator fulfills its role by means of a dedicated addressing infrastructure which it develops and that it operates.

In the public interest, and in order to ensure the stability and long-term existence of the addressing services provided to Internet users, the technical and commercial operation of the FCR Operator's activity is placed under the control of the OP3FT.

Thus, a delegation agreement signed with the OP3FT formalizes the obligations of the Frogans Core Registry Operator, and in particular, sets the fees for the addressing services provided to publishers of Frogans sites. The delegation agreement is a license to operate the Frogans Core Registry in consideration for the payment of royalties to the OP3FT, these royalties constituting revenue of the OP3FT endowment.

In compliance with the OP3FT Bylaws, the use of the Frogans technology is governed by a single policy elaborated drawn up by the OP3FT. This policy, called the Frogans Technology User Policy, is aimed at all users of the Frogans technology, including the Frogans Core Registry Operator, and shall evolve evolves to reflect evolutions of the Frogans technology.

The Frogans technology user policy Technology User Policy includes, in particular, the operating conditions with which the Frogans Core Registry Operator is required to comply. For example, the policy this Policy indicates the technical specifications elaborated drawn up by the OP3FT concerning in relation to the operation of the Frogans Core Registry.

The Frogans Core Registry Operator is required to comply with the Frogans technology user policy Technology User Policy, as well as with all evolutions of this policyPolicy, in order to be able to ensure, on a permanent basis, the stability and long-term existence of the addressing services which it provides to Internet users. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: **https://www.frogans.org/en/resources/ftup/access.html**

The Frogans Core Registry Operator is also required to comply with the OP3FT Privacy Policy, as well as with all evolutions of this Policy. This Policy notably covers processing of personal data by the Frogans Core Registry Operator. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: **https://www.frogans.org/en/resources/opp/access.html**

In compliance with the OP3FT Bylaws, the delegation agreement is published and archived on the official Web site of the Frogans technology "frogans.org", along with a translation in English. This agreement is published at the following permanent URL:
https://www.frogans.org/en/resources/fcrda/access.html

The Preamble and the Annex both the Annexes form an integral part of this agreement.

This agreement, dated December 19, 2018, represents the first update of the agreement which entered into force on March 19, 2012. The modifications cover the clarification of the definition of the opening date of the FCR to Internet users, the expiration of the agreement which will take place 10 years after the opening date of the FCR to Internet users, the clarification of the presentation of the fee applicable in the event of the closing of an FCR account, as well as minor details and changes to wording. Certain clauses of this agreement related to its execution during its early years no longer have legal effect as

of the date of this first update. These clauses have been retained nevertheless in order to keep track of the history of the agreement.

Title I. DELEGATION

Article 1. PURPOSE OF THE AGREEMENT

By this agreement, hereafter the "Agreement", the OP3FT grants the Operator a license for the technical and commercial operation of the Frogans Core Registry.

This license is an exclusive and worldwide license.

The Agreement defines the licensing conditions applicable to the Frogans Core Registry Operator, and, in particular, defines the royalties due to the OP3FT, these royalties constituting revenue of the OP3FT endowment.

Article 2. REPRESENTATIONS OF THE PARTIES

a. Representations of the Frogans Core Registry Operator

The Frogans Core Registry Operator acknowledges that it has full knowledge of the OP3FT Bylaws, which it undertakes to respect and have respected. In this regard, the Operator adheres without reserve to the founding principles defined in the OP3FT Bylaws.

The Operator declares that it understands the role of the Frogans Core Registry Operator which it accepts to carry out by putting itself at the service of Internet users.

The Operator acknowledges that it has full knowledge of the Frogans technology, of the state of development of the Frogans technology, and in particular, that it has had access to the various technical specifications, those published as well as those currently being elaborateddrawn up. The Operator accepts to comply with the technical specifications elaborated drawn up by the OP3FT concerning in relation to its role as Operator and to adapt to their evolution.

The Operator acknowledges that it has full knowledge of the conditions of use of the Frogans technology, and of the conditions of contribution to the development of the Frogans technology, and in particular, that it was has been informed of the various policiescurrently in the process of elaboration, those published as well as those currently being drawn up. The Operator undertakes to respect these policies, and in particular conditions therein applicable to the Operator, and to adapt to their evolution.

The Operator affirms that it has the necessary technical and commercial expertise to operate, on a worldwide scale, the Frogans Core Registry in compliance with the Agreement, notably as regards security, availability and quality of service.

The Operator acknowledges the essential and critical character, for Internet users, of the correct functioning of the Frogans Core Registry.

The Operator undertakes to continuously allocate suitable human and technical resources to permit operation of the Frogans Core Registry in compliance with the Operator's obligations, notably to deal

~~with an increased workload due to a more intensive~~ be able to progressively ramp up when faced with the increasing use of the addressing services.

The Operator undertakes to apply the fees given in ~~the Annex~~ Annex 1 of the Agreement, regarding the addressing services provided by the Operator.

The Operator undertakes to deposit, each day, the data in the Frogans Core Registry with a ~~third-party escrow~~ data escrow agent, doing so under a three-party agreement to be signed between the OP3FT, the Frogans Core Registry Operator and the ~~third-party escrow~~ data escrow agent.

The Operator acknowledges that the OP3FT is the exclusive owner of all data in the Frogans Core Registry, including data added over the course of the operation of the Frogans Core Registry, and undertakes not to use this data for any purposes other than those given in the Agreement.

The Operator acknowledges that its designation as the Frogans Core Registry Operator shall not grant the Operator any nature of intellectual property rights to the Frogans addresses and Frogans networks registered in the Frogans Core Registry.

b. Representations of the OP3FT

The OP3FT declares that it is a non-profit standards developing organization acting in the public interest, and ~~has been~~ that it is entrusted, using the resources at its disposal, to hold, promote, protect and ensure the progress of the Frogans technology in the form of an open standard for the Internet, available to all, free of charge.

The OP3FT certifies that it is the ~~owner~~ holder of the Frogans technology, which is part of its endowment. The OP3FT also certifies that its endowment is non-expendable and inalienable, and that the properties and ~~that it can neither transfer nor alienate any of the properties or~~ rights constituting this technology are therefore non-transferable and intangible.

In this regard, the OP3FT affirms that it has the necessary rights to grant the license for the operation of the Frogans Core Registry, purpose of the Agreement, including rights relative to the Frogans technology, trademarks, patents and domain names which ~~were granted to the OP3FT as a non-expendable~~ are part of its endowment.

The OP3FT acknowledges that the Operator is the sole operator of the Frogans Core Registry, as from the date of entry into force of the Agreement, and for the entire duration thereof.

In this context, so that the Operator be able to technically operate the Frogans Core Registry in compliance with the technical specifications of the Frogans technology, the OP3FT shall ensure that:

- the Operator's digital signature key is recognized by ~~Frogans Player~~the Frogans Player software,
- the domain name~~s~~ ~~"fcr.frogans.net" and~~ "fcr.frogans" ~~(subject to ICANN granting the OP3FT the gTLD ".frogans" and to this gTLD going live)~~ held by the OP3FT ~~are~~ is managed by the domain name servers of the Operator.

The OP3FT undertakes to deploy reasonable efforts in order to implement, within no more than 7 (seven) calendar days, any requests made by the Operator relative to a change to the digital signature key or the domain name servers of the Operator.

c. Joint representations of the Parties

The Parties undertake to cooperate on a regular basis, and to share all information required with a view to the proper performance of the Agreement. This cooperation shall concern, for example, technical, legal and administrative matters.

The Parties agree that the ~~works~~ work carried out by the Frogans Core Registry Operator for the purpose of ~~elaborating~~ drawing up the technical specifications of the Frogans technology shall be governed by

the ~~contributor policy~~Frogans Technology Development Contributor Policy, and that the outcome of ~~these works~~ this work can be freely exploited by the OP3FT in order to ensure its public-interest mission in relation to the Frogans technology. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: **https://www.frogans.org/en/resources/ftdcp/access.html**

In the ~~case where these works were to be covered by~~ event that intellectual property rights be recognized on this work, the Operator agrees to grant, free of charge and irrevocably, to the OP3FT, and for their entire duration, all the rights to exploit such ~~works~~work, including, in particular, the rights of reproduction, representation, adaptation or distribution on any media and by any means.

The Parties agree that the Frogans technology will be introduced on the Internet sequentially, by successive periods. For example, it is planned to have a priority registration period reserved for trademark holders, and then to have a priority registration period reserved for entrepreneurs. In parallel, it is also planned to have several test periods, for example a test period for the resolution of Frogans addresses on the Internet.

The Parties agree that the opening date of the Frogans Core Registry to Internet users shall be the ~~date on which the Frogans Core Registry Operator proceeds, on its servers, to the first resolutions of Frogans addresses, permitting the opening of Frogans sites published on the Internet~~closing date of the priority registration period reserved for entrepreneurs.

~~This date~~The opening date of the Frogans Core Registry to Internet users shall be ~~set~~ jointly set by the Parties, in ~~keeping~~compliance with the OP3FT Bylaws.

To this end, the Parties agree to sign a joint declaration setting the opening date of the Frogans Core Registry to Internet users.

The Parties agree that the joint declaration will be based on the template presented in Annex 2 of this Agreement. Notably, in this joint declaration:

- The Operator will declare that it is able to proceed to the resolution of Frogans addresses of public Frogans networks and to the resolution of Frogans addresses of dedicated Frogans networks, and that it has suitable human and technical resources to be able to progressively ramp up when faced with the increasing use of the addressing services;
- The OP3FT will declare that it has made available to end users a tested and stable version of the Frogans Player software intended for the general public.

The Parties agree that an interval of at least 45 (forty-five) calendar days must be observed between the signature date of the joint declaration and the opening date of the Frogans Core Registry to Internet users.

Within 8 (eight) days from the signature date of the joint declaration:

- the OP3FT shall publish the joint declaration in French and in English on the official Web site of the Frogans technology "frogans.org" and shall post an announcement relative to the opening date of the Frogans Core Registry to Internet users on the read-only mailing list "announcement@lists.frogans.org",
- the Operator shall inform the FCR Account Administrators of this opening date both by email and on its Web site "fcr.frogans".

The opening date of the Frogans Core Registry will make it possible to set the expiration date of registrations of Frogans addresses and Frogans networks made prior to the opening date. The expiration date shall be calculated by adding to the opening date the duration chosen by the holder of the Frogans address or the Frogans network at the time of the initial registration.

The Parties acknowledge that the opening date of the Frogans Core Registry shall depend, in particular,

on the time required by the OP3FT to develop the Frogans technology, including the ~~elaboration~~ drawing up of the corresponding policies and technical specifications, as well as the time required by the Operator for the operational implementation of the addressing services to be provided worldwide.

The Parties acknowledge the degree of uncertainty which continues to weigh on these time requirements up to the effective opening date of the Frogans Core Registry.

~~The Parties agree that the Frogans technology shall be introduced on the Internet in a sequential manner, over the course of successive periods. For example, prior to the opening date of the Frogans Core Registry to Internet users, it is planned to have a priority registration period reserved for trademark holders.~~

The Parties undertake to meet their respective obligations with loyalty and in good faith, doing so in their common and reciprocal interests.

In this regard, the Parties undertake to collaborate closely and efficiently with a view to the development of the Frogans technology and to the stability of the addressing services provided to Internet users.

The Parties shall refrain from all and any direct or indirect actions, and moreover from any hidden actions, which might impair this obligation to cooperate and to loyally perform the Agreement, under pain of termination thereof as of right.

Article 3. NEUTRALITY OF THE OPERATOR

Publishers of Frogans sites proceed to the registration of their Frogans addresses and of their Frogans networks in the Frogans Core Registry through the intermediary of a party who has opened an ~~administrator~~ administrative account in the Frogans Core Registry; this party is called an "FCR Account Administrator".

Given its particular role in the functioning of ~~the Frogans layer~~Frogans as a medium, the Frogans Core Registry Operator has an obligation of strict neutrality, and therefore shall not act as an FCR Account Administrator.

This obligation of neutrality is limited to the Frogans Core Registry Operator, but allows for the possibility that any company associated with the Operator, but existing as an independent legal entity, can carry out the activity of FCR Account Administrator, provided that the said company be strictly bound by the same conditions as other FCR Account Administrators, notably as regards technical access to the servers used to register Frogans addresses and Frogans networks ~~and as regards terms of~~ as well as the payment for addressing services.

Moreover, the Operator must go through an FCR Account Administrator if the Operator wishes to become a holder of a Frogans address or of a Frogans network.

Title II. DURATION OF THE AGREEMENT

Article 4. ENTRY INTO FORCE

The Agreement shall enter into force on its date of signature by the Parties, namely, March 19, 2012.

Article 5. EXPIRATION

The Agreement ~~has been signed for a duration of~~ expires 10 (ten) years ~~as from the date of entry into force~~ from the opening date of the Frogans Core Registry to Internet users. This opening date is defined in Article 2-c of this Agreement.

~~Thus, the expiration date of the Agreement is March 19, 2022.~~

The Agreement can be modified under the conditions of Article 10 of this Agreement, and renewed under the conditions of Article ~~6.~~ 6 of this Agreement.

The Frogans Core Registry Operator expressly acknowledges that, should it fail to respect its obligations, notably in the light of the essential and critical character of the correct functioning of the Frogans Core Registry with regards to Internet users, the Agreement can be terminated under the conditions ~~given in Article 15.~~ of Article 15 of this Agreement.

Article 6. RENEWAL

The renewal of the Agreement shall be the subject of negotiations between the Parties which must imperatively be completed 1 (one) year prior to the Agreement expiration date. These negotiations cannot commence more than 18 (eighteen) months prior to the Agreement expiration date.

The negotiations shall concern the decision to renew, or not, the Agreement, as well as the duration of the renewal, whereby each successive renewal period shall not exceed 10 (ten) years. The negotiations cannot concern any other Agreement provisions. In this regard, Agreement renewal shall not constitute an Agreement modification in the sense of Article 10 of this Agreement, and therefore, the OP3FT public consultation procedure shall not be required.

In the case of bad faith of any party in the context of these negotiations, such as ~~, for example,~~ an unjustified refusal to negotiate within the time-limits, the injured party shall be entitled to charge the other party a penalty of 10% (ten per cent) of the total amount of the 6 (six) most recent royalty payments, as given in Article ~~8.~~ 8 of this Agreement. Should the Frogans Core Registry Operator not wish to renew the Agreement, it shall inform the OP3FT thereof without delay.

The OP3FT undertakes to accept to renew the Agreement for successive periods of 10 (ten) years, except:

- in the case of failure of the Operator to meet its contractual obligations, which has resulted, as per the provisions of Article 15 of this Agreement, in numerous notifications (15-a), or formal notices (15-b), or mediation procedures or recourse to the period of tolerance (15-c), or
- in the case of definitive court decision against the Operator arising from legal proceedings opposing the Operator and the OP3FT, notably within the context of the provisions of Article 15 of this Agreement, or
- in the case of justified and repeated complaints from Internet users against the Operator in connection with its activity as the Frogans Core Registry Operator, and which have resulted in enforceable judicial decisions or arbitral awards against the Operator.

The renewal of the Agreement shall take the form of an amendment signed between the Parties, modifying Article 5 of this Agreement by stipulating the new Agreement expiration date.

In the absence of an amendment signed between the Parties during the negotiation period, the Agreement shall be considered as not having been renewed on its expiration date.

In the case of non-renewal of the Agreement, the Operator undertakes to scrupulously respect the provisions of Article 7 of this Agreement formalizing the transition of the Frogans Core Registry to a new operator.

Article 7. TRANSITION

In the case where the Agreement were to be terminated, be this the result of Agreement expiration, non-renewal or termination, the Frogans Core Registry Operator undertakes to take all measures necessary for the technical and commercial operation of the Frogans Core Registry to be transferred to the new operator designated by the OP3FT, whilst maintaining the correct functioning of the Frogans Core Registry with regards to Internet users.

The transfer of the operation of the Frogans Core Registry shall take place during a transition period set by the OP3FT, beginning on the day that the OP3FT designates the new operator, and ending on the day on which the new operator actually operates the Frogans Core Registry in the place of the Operator.

During the transition period, the Operator undertakes the following:

- to comply with the provisions of the transfer plan ~~elaborated~~ drawn up by the new operator and validated by the OP3FT; this transfer plan includes the scheduling of operations required for the transfer and can include the designation, by the OP3FT, of a third-party coordinator in charge of the correct execution of the transfer,

- to collaborate in the ~~elaboration~~ drawing up of the transfer plan if the OP3FT requests the Operator to do so,

- to continue the technical and commercial operation of the Frogans Core Registry and meet all the obligations of the Agreement including, in particular, the depositing of data with the ~~third-party escrow~~ data escrow agent and the payment of royalties to the OP3FT,

- to collaborate with the new operator to transfer, to the new operator, the data required for the technical and commercial operation of the Frogans Core Registry, including, in particular, all agreements signed with the FCR Account Administrators,

- to remit to the new operator an amount expressed in euros, excluding value-added tax (VAT), referred to as the takeover amount, totaling:

  - for each FCR Account Administrator: the amounts in euros, excluding VAT, paid to the Operator by the FCR Account Administrator to credit its account with a view to subscribing to addressing services but which the FCR Account Administrator~~has not~~, on the end date of the transition period, has not yet used to subscribe to addressing services, and

  - for each addressing service subscribed by an FCR Account Administrator and which corresponds to a service in the process of execution on the end date of the transition period: the amount S, expressed in euros, excluding VAT, and calculated according to the following formula, rounded upwards to the next euro cent: $S = M \times (NR / NT)$, where M is the amount, in euros, excluding VAT, of the service in the process of execution, NT is the total number of calendar days of the service, and NR is the number of calendar days of the service period remaining to provide on the end date of the transition period, and

  - for each addressing service subscribed by an FCR Account Administrator and which corresponds to a service whose execution has not commenced on the end date of the transition period: the amount, in euros, excluding VAT, of the service whose execution has not commenced~~.~~,

  said takeover amount being reduced by 15% (fifteen percent), which represents the royalties paid by the Operator to the OP3FT in compliance with Article 8 of this Agreement.

The takeover amount shall be remitted to the new operator as per the payment schedule defined in the transfer plan, with the last payment taking place on the last day of the transition period.

The Operator undertakes, for the entire duration of the Agreement, to calculate the takeover amount each month, and to keep this amount available in its accounts.

If the transfer takes place as a result of an Agreement termination caused by a failure of the Operator, such as defined in Article 15 of this Agreement, then the transfer costs shall be paid by the Operator. In the other cases, the transfer costs shall be paid by the OP3FT and by the designated new operator.

The transfer of the technical and commercial operation of the Frogans Core Registry shall not, under any circumstances, entail a transfer, to the new operator, of the Operator's technical installations, including, in particular, its equipment, systems and software, unless otherwise approved in writing by the Operator.

Title III. ROYALTIES DUE TO THE OP3FT

Article 8. APPLICABLE ROYALTIES

In exchange for the license granted by the OP3FT to the Operator of the Frogans Core Registry for the technical and commercial operation of the Frogans Core Registry, the Operator undertakes to pay the OP3FT monthly royalties, in euros, equal to the greater of the following:

- 15% (fifteen percent) of the total amount in euros, excluding value-added tax (VAT), of the Frogans Core Registry addressing services invoiced, during the month, by the Operator to the FCR Account Administrators, or
- 150,000 (one hundred and fifty thousand) euros.

Thus, for example, in the absence of Frogans Core Registry addressing services invoiced by the Operator over the course of a month, or if the total amount in euros, excluding VAT, for addressing services invoiced is less than or equal to 1,000,000 (one million) euros during a month, then the total amount of the royalties due to the OP3FT for this month shall be equal to 150,000 (one hundred and fifty thousand) euros.

Likewise, if the total amount in euros, excluding VAT, for addressing services invoiced by the Operator is equal to 5,000,000 (five million) euros during a month, then the total amount of the royalties due to the OP3FT for this month shall be equal to 750,000 (seven hundred and fifty thousand) euros.

It is expressly agreed between the Parties that the percentage corresponding to the monthly royalties cannot be adjusted downwards, and that the 15% (fifteen percent) percentage is the guaranteed minimum.

The Parties agree that the Operator shall pay the OP3FT a fixed amount set at 150,000 (one hundred and fifty thousand) euros on the date of entry into force of the Agreement, and that the monthly royalties shall be due as from the actual commencement of activity of the OP3FT, including the setting-up of its work teams in its premises.

During the period preceding the commercialization of the Frogans Core Registry addressing services, which must take place before the end of the year 2012, the monthly royalties shall be 150,000 (one hundred and fifty thousand) euros.

Article 9. PAYING ROYALTIES

The monthly royalties applicable under Article 8 of this Agreement shall be collected by the OP3FT as revenue of the OP3FT endowment.

These royalties are not subject to value-added tax (VAT), in compliance with French law applicable on the date of entry into force of the Agreement.

For each royalties amount corresponding to a month (M), the OP3FT shall send the Frogans Core Registry Operator, at the beginning of the preceding month (M-1), an invoice for an amount equal to 150,000 (one hundred and fifty thousand) euros.

The outstanding royalties amount due to the OP3FT for the month (M) shall be invoiced by the OP3FT at the beginning of the next month (M+1) based on declarations made by the Operator. In this regard, the Operator undertakes to provide the OP3FT, before the 10th of each month (M+1), with a declaration containing the list, as well as the amount, of the Frogans Core Registry addressing services which the Operator invoiced over the course of the month (M).

Unless otherwise agreed between the Parties, any invoice sent to the Operator by the OP3FT must be paid within no more than 30 (thirty) calendar days as from the invoice date and must be paid in full in one single operation. If the OP3FT grants, on an exceptional basis, a payment extension for an invoice, this cannot be interpreted as an entitlement granted to the Operator in regards to a payment extension for another invoice.

The Operator undertakes to pay each invoice by way of bank transfer. The OP3FT's bank account information is provided on the invoice.

In the case of late payment of an invoice to which the Parties have not agreed a payment extension beforehand, the OP3FT shall send, by registered letter with return receipt, a formal notice to the Operator, to regularize the situation within 15 (fifteen) calendar days as from the sending of the registered letter, and shall charge a penalty of 10% (ten percent).

If the Operator fails to pay within the deadlines agreed between the Parties, without appropriate justification, then the OP3FT shall be entitled to terminate the Agreement without any other prior notice, in compliance with Article ~~15.~~ 15 of this Agreement.

If the OP3FT's tax regime were to change, for example if the OP3FT were to become subject to value-added tax (VAT), then the amount of the monthly royalties invoiced to the Operator ~~will~~ would immediately be adjusted to reflect the new applicable regime, in that it ~~will~~ would be increased by the corresponding tax amount.

Title IV. MISCELLANEOUS

Article 10. MODIFICATION

a. Modifications arising from an evolution of the Frogans technology

The Frogans Core Registry Operator acknowledges that the OP3FT carries out ~~works~~ work for the purpose of ensuring the progress of the Frogans technology in the context of its public-interest mission and in compliance with Article 5 of ~~its~~ the OP3FT Bylaws.

Some ~~works~~ work of the OP3FT can lead to evolutions of the Frogans technology in accordance with a timeline set by the OP3FT.

These evolutions shall be the subject of a public consultation procedure in which the Operator can take part, as can all Internet users. The Operator can also post messages on the mailing lists set up by the OP3FT in order to contribute to the development of the Frogans technology.

The Operator undertakes to implement, in keeping with the timeline set by the OP3FT, all evolutions of the Frogans technology which modify the technical and commercial conditions of operation of the Frogans Core Registry, doing so at its exclusive cost and without being entitled to claim any nature of modification to the royalties amount set in Article ~~8.~~ 8 of this Agreement.

These modifications arising from an evolution of the Frogans technology shall not be the subject of an amendment signed between the Parties.

b. Other cases of modifications to the Agreement

As regards modifications not arising from an evolution of the Frogans technology, the Parties agree to consult with each other prior to making any modification to the Agreement.

Each of the Parties undertakes to return, within no more than 15 (fifteen) calendar days, a detailed written reply to any proposed modification to the Agreement made in writing by the other party.

The Operator acknowledges that, in compliance with Article 13 of the OP3FT Bylaws, any draft modification to the Agreement by the Parties shall be the subject of a public consultation procedure, prior to signing the corresponding amendment, as from the opening date of the Frogans Core Registry to Internet users.

The Operator acknowledges that it shall not expose the OP3FT to liability should a public consultation procedure lead to the rejection of the draft modification to the Agreement.

A revision of the fees for the addressing services provided by the Operator, indicated in ~~the Annex~~ Annex 1 of the Agreement, constitutes a modification to the Agreement.

Any modification to the Agreement shall be the subject of an amendment signed between the Parties. This amendment shall be published and archived on the official Web site of the Frogans technology "frogans.org", along with a translation in English.

The Parties expressly agree that the expiration date defined in Article 5 of this Agreement can only be modified within the context of the provisions of Article ~~6.~~ 6 of this Agreement.

Article 11. INTELLECTUAL PROPERTY

The Parties are the owners of the intellectual property rights which they held prior to the date of entry into force of the Agreement.

The Agreement cannot lead to the transfer of any intellectual property right belonging to either party to the other party. In particular, the Parties shall not obtain any nature of right to trademarks, patents, domain names, technical specifications, software development systems or source codes belonging to the other party.

The Frogans Core Registry Operator shall remain the owner of intellectual property rights created through the execution of the Agreement.

The OP3FT shall remain the exclusive owner of rights to the data of the Frogans Core Registry Operator as well as to the database structure of the Frogans Core Registry. In this regard, the Operator waives

any rights which might be recognized to the data of the Frogans Core Registry and undertakes to grant any such rights to the OP3FT, doing so free of charge and irrevocably.

The OP3FT authorizes the Operator to register the expressions "*Opérateur du Registre Central Frogans*" and "Frogans Core Registry Operator" as a trade name to operate the Frogans Core Registry within the context of the Agreement. The right so granted can neither be assigned, nor transferred, nor sub-licensed by the Operator. The Operator undertakes to use these expressions, to the exclusion of all other names, to commercialize the addressing services of the Frogans Core Registry. Conversely, the Operator undertakes not to use these expressions to commercialize services other than the addressing services of the Frogans Core Registry.

The Operator undertakes to respect the OP3FT ~~trademark usage policy defined in compliance with the OP3FT Bylaws.~~ Trademark Usage Policy. This Policy is published on the official Web site of the Frogans technology at the following permanent URL:
https://www.frogans.org/en/resources/otup/access.html

The Operator shall neither submit nor register a trademark connected to its activity as the Frogans Core Registry Operator without the express consent of the OP3FT.

In order to permit the Operator to operate the Frogans Core Registry under the conditions given in the Agreement, the OP3FT undertakes to grant the Operator the right to use the Frogans technology within the context of the Frogans ~~technology user policy~~Technology User Policy. The usage and exploitation rights so granted can neither be assigned, nor transferred, nor sub-licensed by the Operator.

Article 12. GUARANTEES

The Frogans Core Registry Operator shall manage, in complete independence, any dispute with third parties or with its ~~customers~~ clients related to its activity as ~~an~~ the Operator. The OP3FT shall not incur any liability and shall not be held liable in the case of a failure, on the part of the Operator, to meet its contractual obligations within the context of the technical and commercial operation of the Frogans Core Registry. The Operator shall hold the OP3FT harmless against any claims in this regard.

The OP3FT shall manage, in complete independence, any disputes related to its public-interest mission that might arise with third parties. The Operator shall not incur any liability and shall not be held liable in the event of a failure, on the part of the OP3FT, to ensure its public-interest mission. The OP3FT shall hold the Operator harmless against any claims in this regard.

However, the Parties are also, and reciprocally, concerned by the development and the correct usage of the Frogans technology.

In the case of a dispute relative to the Frogans technology or its usage, the Parties undertake to consult and cooperate with each other with a view to defending the Frogans technology in the best interests of Internet users and of the Parties.

In this regard, the Parties undertake to inform each other without delay of any claim or dispute relative to the Frogans technology or its usage and to cooperate within the context of a joint legal defense.

In the case of disagreement as to the conducting of this joint legal defense, the defense strategy set by the OP3FT shall prevail.

The OP3FT does not give any guarantee other than that of legal warranty of eviction resulting from its actions and the Operator accepts the operating license of the Frogans Core Registry, with full knowledge of the facts, at its own risk and peril.

If one of the components of the Frogans technology were to be declared unexploitable by way of a definitive court decision, thus preventing the operation of the Frogans Core Registry by the Operator and acknowledging the full and sole liability of the OP3FT, then the OP3FT cannot be held liable by the Operator for an amount beyond the monthly royalties amount set in Article 8 of this Agreement and received by the OP3FT during the year preceding the rendering of the decision.

Article 13. FORCE MAJEURE

The term "force majeure" is defined as any event which is unforeseeable, insurmountable and beyond the control of one or both Parties, such as a natural catastrophe or a terrorist act leading, for example, to a failure of the Internet.

If the performance of a contractual obligation is prevented, limited or disturbed because of an event of force majeure, the concerned party shall be exempted from executing the obligation in question, excepting however the Frogans Core Registry Operator's obligation to pay the OP3FT the monthly royalties, as set in Articles 8 and 9. 9 of this Agreement.

The party invoking an event of force majeure shall keep the other party regularly updated as to the situation resulting from this force majeure event.

In the case where a force majeure event makes it impossible to continue the performance of the Agreement, the concerned party can request termination of the Agreement, without incurring any obligation to pay any nature of indemnification to the other party, and retaining the benefit of monies due on the date on which termination was requested.

Article 14. NON-TRANSFERABILITY

The license granted to the Frogans Core Registry Operator by means of the Agreement is strictly personal.

The Operator can neither assign nor transfer this license, neither wholly nor partially, except in the case of a merger-acquisition leading to a universal transfer of the Operator's assets.

In the case of an acquisition of a majority interest in the Operator, consisting in a third party holding more than 50% (fifty percent) of its share capital, the Operator undertakes to obtain beforehand, from this third party, a letter of commitment wherein the third party gives a guarantee to the OP3FT to respect the founding principles defined in the OP3FT Bylaws, its public-interest mission, the Agreement as well as the obligations arising therein.

The OP3FT cannot transfer the license granted to the Operator, except in the case of dissolution under the conditions given in Article 27 of the OP3FT Bylaws.

Article 15. FAILURE AND TERMINATION

a. Notification

If the OP3FT's attention is brought to a failure of the Frogans Core Registry Operator to meet any one of its contractual obligations:

• the OP3FT shall send the Operator an email describing the failure in question,

- immediately upon receipt of the notification, the Operator must take all measures required to remedy the failure, and must send the OP3FT a response by email including the reasons for the failure and the means deployed to remedy it; except for exceptional circumstances which must be justified in its response, the Operator must remedy all failures without delay.

b. Formal notice

In the case where the Operator does not reply to the OP3FT, or does not remedy the failure without delay, or does not satisfactorily prove the existence of exceptional circumstances entitling the Operator to more time to remedy the failure:

- the OP3FT shall send the Operator a formal notice by way of an email restating the failure in question; the OP3FT shall also send the Operator a copy of the formal notice by way of a registered letter with return receipt,
- the Operator shall then have no more than 5 (five) calendar days, following the sending date of the email, to comply with all of its contractual obligations, and to send the OP3FT all required proof thereof, doing so by email and by registered letter with return receipt.

The Operator acknowledges and accepts that, after receiving more than 3 (three) formal notices within a consecutive period of 12 (twelve) months, any new formal notice shall lead to the application of a penalty of 5% (five percent) of the royalties amount for the month during which the new formal notice was sent.

c. Mediation

If, on completion of this period of 5 (five) calendar days, the OP3FT notes that the Operator has still not complied with all of its contractual obligations, or has not submitted the required proof, then the following provisions shall apply:

- if the OP3FT considers that the failure does not affect an essential or critical aspect of the functioning of the Frogans Core Registry with regards to Internet users:
  - the OP3FT shall charge, each month, a penalty of 20% (twenty percent) of the royalties amount of this month, until the failure ceases,
  - if, despite these penalties, the failure continues beyond a period of tolerance of 6 (six) months following the sending of the email notifying the first penalty, then the OP3FT can terminate the Agreement without any further notice.
- if the OP3FT considers that the failure affects an essential or critical aspect of the functioning of the Frogans Core Registry with regards to Internet users:
  - the Parties agree to submit the dispute arising from the contractual failure to a mediator of the *Centre de Médiation et d'Arbitrage de Paris* (Center for Mediation and Arbitration of Paris), hereafter the Center for Mediation, in order to reach an optimal negotiated solution, respecting the procedure described below, and of a duration not exceeding 6 (six) weeks:
    - the dispute shall be referred to the Center for Mediation by simple request from the most diligent party,
    - the Center for Mediation shall submit, for the approval of the Parties, one or several mediators given on its list, depending on the scale and complexity of the dispute. If the Parties do not agree with this proposal, then it is agreed in advance that the Center for Mediation itself shall choose the mediator(s), with the Parties waiving all option of recourse against this designation,
    - the Parties agree to abide by the mediation procedure which shall be decided by the designated mediator(s),
    - the Parties undertake to participate in the various meetings organized by the mediator(s) and

to diligently reply to all attendance notices and all requests emanating from the mediator(s),

- in general, the Parties undertake to participate in good faith in the mediation procedure. They undertake to respect the confidentiality associated with the execution of this procedure, as well as all related statements, actions, documents, etc.,

- the agreement signed between the Parties on completion of mediation can be submitted, on request thereto from one or both Parties, to judicial approval in order to give the agreement the authority of *res judicata*,

- the remuneration of the mediator(s), as well as any costs incurred in relation to the mediation mission shall be borne equally by the Parties, unless they reach a preferable agreement between themselves.

  - in the case of failure of the mediation procedure, and in the event where the contractual failure continues, the OP3FT can terminate the Agreement without prior notice, and reserves the right to initiate legal proceedings in order to obtain remedy for the prejudice suffered.

d. Special cases

In the case of emergency, or manifestly unlawful disturbance, or of imminent threat of damage, and regardless of the failure concerned:

- the OP3FT can directly refer the matter to the relevant court in order to obtain a decision against the Operator to immediately remedy the contractual failure,

- should the Operator fail to respect a court decision handed down against the Operator, and if the contractual failure continues, the OP3FT can terminate the Agreement without prior notice, and reserves the right to initiate legal proceedings in order to obtain remedy for the prejudice suffered.

If the Operator's contractual failure results from the application, by the Operator, of administrative or judicial decisions applicable to it, and if these decisions have consequences contrary to the founding principles defined in the OP3FT Bylaws, the OP3FT shall be entitled to terminate the Agreement as of right as from the date of application of these decisions.

In the case where the Operator fails to pay the royalties, without just cause, and if the formal notice given in Article 9 of this Agreement remains without effect, the OP3FT shall be entitled to terminate the Agreement without having to give any other notice.

In the case where the Operator's failure arises from a *procédure de liquidation judiciaire* (~~bankruptcy liquidation procedure~~), the OP3FT shall be entitled to terminate the Agreement as of right.

The Operator can, at its sole initiative, terminate the Agreement at any time subject to respecting a minimum notice period of 1 (one) year, without having to give any reason. This notice period can be reduced upon agreement thereto from the OP3FT, and subject to the OP3FT being able to find a new operator in order to ensure the stability and long-term existence of the addressing services provided to Internet users.

e. Miscellaneous provisions

The Operator expressly undertakes not to suspend payment of the royalties given in Article 9 of this Agreement, because of an ongoing dispute between the Parties, whatever the nature of the dispute, financial or other.

Regardless of the reason for termination of the Agreement, the monies received by the OP3FT shall not be reimbursed, and monies due from the Operator must be settled.

In the case of termination of the Agreement, the Operator undertakes to scrupulously respect the provisions of Article 7 of this Agreement, formalizing the transition of the Frogans Core Registry to a new operator.

All postal mail or electronic mail exchanged between the Parties shall be sent to the contact details given in Article 16-i of this Agreement.

The OP3FT reserves the right to publish, notably on its Web site "op3ft.org", information regarding any dispute between the OP3FT and the Operator, such as, for example, notifications, formal notices, agreements achieved through mediation, or court decisions.

Article 16. OTHER PROVISIONS

a. Insurance

Before the date of entry into force of the Agreement, the Frogans Core Registry Operator undertakes to subscribe to, and maintain, at its cost, for the entire duration of the Agreement, an insurance policy covering its professional civil liability for all activities and obligations arising from the Agreement.

The Operator also undertakes to subscribe to, and maintain, for the entire duration of the Agreement, any other insurance policy which might be required by the applicable law.

The Operator shall provide the OP3FT with an insurance certificate prepared by the Operator's insurance company, confirming that the Operator has taken out insurance coverage and specifying the coverage amount.

Upon request from the OP3FT, the Operator shall provide proof that the insurance premiums have been paid, and that the said insurance is in full force.

b. Subcontracting

The Operator can call on technical subcontractors within the context of performance of the Agreement, such as, for example, a hosting services provider, a connectivity operator, or a monitoring service.

However, the Operator shall not delegate, to any party, any of its obligations given in the Agreement, except with previous written consent from the OP3FT.

c. Audits

For the entire duration of the Agreement, the OP3FT can carry out audits in order to verify the proper performance of the Agreement by the Operator.

These audits can concern, for example, (i) the Operator meeting its obligations arising from policies and technical specifications elaborated drawn up by the OP3FT, (ii) the accuracy of the Operator's declarations regarding relative to the list as well as the amount of the Frogans Core Registry addressing services which the Operator invoiced over the course of a month, and (iii) the calculation and availability of the transfer takeover amount defined in Article 7. 7 of this Agreement.

The OP3FT shall ensure that these audits do not lead to the interruption of services related to the technical and commercial operation of the Frogans Core Registry.

The OP3FT guarantees the confidentiality of data regarding the Operator collected in the course of these audits, such as its know-how, technical architectures or operating procedures.

The OP3FT shall inform the Operator of any such audits at least 15 (fifteen) calendar days before they start.

As part of these audits, the Operator is required to respond to any written requests made by the OP3FT within the deadlines and conditions set in the request.

The OP3FT can carry out such audits itself or can entrust them, at its cost, to independent auditors who shall be bound by non-disclosure agreements.

d. Independence

The Parties hereby acknowledge that each of them is acting, on its own behalf, as an independent entity with each party responsible for its actions, allegations, commitments and personnel.

The Operator acknowledges that, in compliance with the OP3FT Bylaws, an Operator shareholder or employee carrying out any function for the Operator cannot be an OP3FT Director, with the exception of the two Inventors of the Frogans technology, under the conditions given in Article 9 of the OP3FT Bylaws.

The Agreement concerns exclusively the delegation of the operation of the Frogans Core Registry.

The Agreement does not constitute any nature of association, partnership nor joint venture between the Parties.

e. Non-solicitation of personnel

Each of the Parties undertakes, except with previous written consent from the other party, not to hire, nor to attempt to hire, directly nor indirectly, an employee of the other party working on the performance of the Agreement, or to take this employee into its hire, in any capacity whatsoever, for a period of 1 (one) year as from the end of the employee's work contract with the other party.

f. No Waiver

Except as otherwise provided in the Agreement, the fact, for a given party, not to require the application of any one of the provisions of the Agreement cannot, under any circumstances, be considered as the party waiving its entitlement arising from the concerned provision.

g. Severability

If any one of the Agreement provisions were to be considered null as a result of a rule of law or an applicable law in force, this provision shall be considered as unwritten, and the other Agreement provisions shall retain their force and scope.

h. ~~Order of Precedence~~Interpretation

The Parties expressly agree to refer to the OP3FT Bylaws, to the technical specifications and to the policies in force adopted by the OP3FT for the interpretation of the Agreement, wholly or partially.

In the case of contradiction between, on the one side, a provision of the Agreement, and, on the other side, the OP3FT Bylaws or the technical specifications or the policies in force adopted by the OP3FT, the order of priority of interpretation shall be as follows: the OP3FT Bylaws, followed by the technical specifications, followed by the policies, and then by the Agreement.

In the event of difficulty of interpretation between any one of the headings and any one of the provisions of the Agreement, the content of the concerned provision shall prevail over the heading.

i. Communication

The official languages of communication between the Parties shall be French and English.

Unless otherwise provided, email communications relative to the performance of the Agreement shall be sent to the following email addresses:
- for the OP3FT: fcrda-communication@op3ft.org
- for the Operator: fcrda-communication@stg-interactive.com

In order to authenticate their email communications, the Parties undertake to implement a digital signature system based on the PGP protocol specified in RFC 4880 of the IETF, using dedicated signature keys.

Unless otherwise provided, communications by registered letter with return receipt relative to the performance of the Agreement shall be sent to the respective registered offices of the Parties, given at the beginning of the Agreement in page 2.

Each of the Parties undertakes to inform the other party of any change to its registered office, doing so by registered letter with return receipt.

Each of the Parties shall have no more than 4 (four) calendar days, that is to say, 96 (ninety-six) hours, to reply to communications sent by the other party, except as otherwise provided in the Agreement such as, for example, in Article 15 or Article 16-c of this Agreement.

j. Language

The official version of the Agreement is provided in the French language. Translations in other languages can be provided for information purposes. In case of contradiction between different versions, only the French version shall prevail.

k. Governing Law and Attribution of Jurisdiction

The Agreement shall be governed by French law, including the applicable European regulation.

The *tribunal de grande instance de Paris* in France shall have exclusive jurisdiction to settle any disputes which might arise between the Operator and the OP3FT in relation to the interpretation or performance of the Agreement.

Signed in Paris, France on ~~March~~ December 19, ~~2012~~2018, in two original copies.

The OP3FT, represented by: STG Interactive S.A., represented by:

_____   _____
Mr Amaury Grimbert   Mr Alexis Tamas
President of the Board of Directors   Chairman and Chief Executive Officer

ANNEX 1 – Fees for the ~~a~~Addressing ~~s~~Services ~~p~~Provided by the Frogans Core Registry Operator

The fees are set in euros excluding value-added tax (net). The only ~~customers~~clients of the Frogans Core Registry Operator are FCR Account Administrators. The fees apply in the same manner to all FCR Account Administrators, without discrimination. No discounts nor special conditions can be granted by the Frogans Core Registry Operator to any FCR Account Administrator.

The addressing services provided by the Frogans Core Registry Operator which are not given in the tables below, such as, for example, the FCR Whois database query service or the service for the resolution of Frogans addresses on the Internet, are either provided free of charge to Internet users or are included in the paying addressing services given below.

Registration Services

Initial registration or ~~prolonging~~renewal of the registration of: - a Frogans address of a public Frogans network - a Frogans address of a dedicated Frogans network - a Frogans address of an internal Frogans network	€6.00 net per year
Initial registration or ~~prolonging~~renewal of the registration of: - a dedicated Frogans network - an internal Frogans network	€1,500.00 net per year
Transferring, to a new holder, the registration of: - a Frogans address of a public Frogans network	€3.00 net
Transferring, to a new holder, the registration of: - a dedicated Frogans network and its Frogans addresses	€375.00 net
Retrieving, by a new Administrator, ~~of~~ the management of ~~a~~the registration of: - a Frogans address of a public Frogans network	€3.00 net
Retrieving, by a new Administrator, ~~of~~ the management of ~~a~~the registration of: - a dedicated Frogans network and its Frogans addresses - an internal Frogans network and its Frogans addresses	€375.00 net

In the case where the registration of a Frogans address or of a Frogans network is canceled before its expiration, no reimbursement is made by the Frogans Core Registry Operator ~~does not proceed to any reimbursement~~.

FCR Account Usage ~~Services~~Fees

~~O~~Fee for ~~o~~pening an FCR Account	Free of charge
~~Closing an FCR Account with a balance S less than or equal to €60.00 net~~	~~Balance S~~
~~C~~Fee for ~~c~~losing an FCR Account ~~with a balance S greater than €60.00 net~~	€60.00 net ~~+ 15% of balance S~~
Fee~~s~~ charged for non-compliant use of the FCR Account (upon justification from the Frogans Core Registry Operator)	€75.00 net per hour

An FCR Account is credited by way of bank transfer. The minimum amount per credit operation is €60.00 net.

The balance S of an FCR Account consists in the total amount~~s~~ in euros net paid ~~by the FCR Account Administrator~~ to the Frogans Core Registry Operator by the FCR Account Administrator to credit its account with a view to subscribing to addressing services, but not yet used by the FCR Account Administrator to subscribe to addressing services.

Upon the closing of an FCR Account, the reimbursable balance is equal to the balance S of the account, less 15% which corresponds to the royalties paid by the Fogans Core Registry Operator to the OP3FT. The reimbursed amount is equal to the reimbursable balance less the fee for closing an FCR Account. If the reimbursable balance is less than this closing fee, the FCR Account Administrator is not required to pay the difference between this closing fee and the reimbursable balance.

ANNEX 2 – Template for the Joint Declaration Covering the Opening of the Frogans Core Registry to Internet Users

Joint Declaration by the OP3FT and the Frogans Core Registry Operator covering the opening date of the Frogans Core Registry to Internet Users

This joint declaration covering the opening date of the Frogans Core Registry to Internet Users (hereafter the "Declaration") is signed by:

- The OP3FT (Organization for the Promotion, Protection and Progress of Frogans Technology), a French *Fonds de dotation* with registered office at 6 square Mozart, 75016 Paris, France, whose declaration of creation was published on March 17, 2012 in the *Journal Officiel* of the French Republic *JOAFE n°11* under number 1540,
  represented by ____*First name, last name, and position of the representative*____ , and,

- STG Interactive, hereafter the "Frogans Core Registry Operator" or the "Operator", a company incorporated under French law (*Société Anonyme*) with a share capital of 1,933,000 euros, with registered office at 29 avenue Mozart, 75016 Paris, France, entered in the *RCS de Paris* under number B 428.738.546,
  represented by ____*First name, last name, and position of the representative*____,

hereafter referred to collectively as the "Parties".

This Declaration was written using the template presented in Annex 2 of the Frogans Core Registry Delegation Agreement (hereafter the "Agreement"). The Agreement is accessible at the following permanent URL: https://www.frogans.org/en/resources/fcrda/access.html.

In compliance with Article 2-c of the Agreement:

- The Operator declares that it is able to proceed to the resolution of Frogans addresses of public Frogans networks and to the resolution of Frogans addresses of dedicated Frogans networks, and that it has suitable human and technical resources to be able to progressively ramp up when faced with the increasing use of the addressing services;

- The OP3FT declares that it has made available to end users a tested and stable version of the Frogans Player software intended for the general public.

The Parties jointly declare that the opening date of the Frogans Core Registry to Internet users (hereafter the "Opening date") is set to ____*Opening date*____.

Consequently, in compliance with Article 5 of the Agreement, the expiration date for the first ten (10) year period of the Agreement will be ____*Opening date + 10 years*____.

In compliance with Article 2-c of the Agreement, within 8 (eight) days from the signature date of this Joint Declaration:

- the OP3FT shall publish the Joint Declaration in French and in English on the official Web site of the Frogans technology "frogans.org" and shall post an announcement relative to the Opening date on the read-only mailing list "announcement@lists.frogans.org",

- the Operator shall inform the FCR Account Administrators of this opening date both by email and on its Web site "fcr.frogans".

Signed in Paris, France on ____*Signature date*____, in two original copies.

The OP3FT, represented by: STG Interactive S.A., represented by:

____*First name, last name, and position*____   ____*First name, last name, and position*____