GENERAL TERMS AND CONDITIONS OF USE OF THE OBERION APPLICATION

The VM France company has designed and developed an innovative application that includes a content management tool allowing a brand (hereinafter the "Client") to communicate with its own clients. This application is marketed under the trademark OBERION.

The present General Terms and Conditions of Use (hereinafter the "GTCU") apply between VM France, a simplified joint-stock company with a capital of 329 893 €, registered with the Commercial and Companies Registry of Villefranche-Tarare under the number 798 076 725, and headquartered at 20 rue Joseph Serlin, 69001 Lyon, France (hereinafter referred to as "VM France") and the Client.

The OBERION application can be marketed either directly by VM France or by its authorized partners (hereinafter the "Partners"), including the ATS company.

Regardless of how the Application is marketed, the present GTCU are indissociable from the OBERION application and are fully applicable to the Client and to the User.

The Client has elected to use the OBERION application specifically on the basis of pre-contractual technological and business information that has been communicated to it by VM France or by a Partner and that it acknowledges to have received.

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TECHNICAL ANNEXES

I. DEFINITIONS

For the purposes of interpreting these GTCU, the terms and expressions below will have the meanings described, whether they are in the plural or in the singular and whether they begin with a capital or lowercase letter.

- **Adaptation** designates the operations to customize the Application for the Client's needs relating, in particular, to the launch screen, settings, templates, navigation, and types of content. Adaptation is a Service performed for the installation of the Application within the Client's information system and subsequently for maintenance, in the event of changes requested by the Client. The Client defines a specification compatible with the features and specificities of the Application. Once the specification is validated by each party, the conditions are summarized on a purchase order that must be validated by VM France.
- **Anomaly** designates a malfunction, an error, or a failure of the Application that is reproducible by VM France and that prevents its use in accordance with the Documentation. Anomalies are analyzed according to their criticality and described in the technical annex entitled "Maintenance." An Anomaly may be corrected using a workaround solution, regardless of its degree of criticality.
- **Application** designates the "OBERION" software application designed, supplied, maintained by, and owned by VM France. The Application consists of Content, software, programs, tools (for programming, navigation, etc.), databases, operating systems, Interfaces, documentation, and all other components and services that compose it, as well as the updates and new versions (hereinafter, Maintenance) that may be provided for the Application by VM France. The list and type of features may be modified by VM France. Unless a modification is justified by intellectual property rights, VM France undertakes not to alter the quality or the features of the Application used by the Client. The Application may be used only under a license granted by VM France or by a Partner.

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- **Client** designates the legal person who wishes to make use of the Application to present its activity, services, or products to its own clients. This term also designates a legal person that is not a Partner of VM France, and that acts as an intermediary and markets the Application to its own clients. In all cases, the GTCU are applicable to this intermediary and to its clients, whose contact information must be communicated to VM France in order to make use of the Application and the Services.
- **Client Content** designates, but is not limited to, editorial content, drawings, diagrams, illustrations, images, photographs, graphic charters, trademarks, logos, acronyms, corporate names, audiovisual works, multimedia works, visual content, and audio and sound content, as well as all other content emanating from the Client and transferred by the Client into the Application.
- **Data** designates all information and components, whatever their nature (films, photos, text, etc.). The Data remain the property of each party from which they originate.
- **Database** designates a compilation of Data that are methodically arranged and individually accessible by electronic means. The Database consists of the framework, which belongs to VM France, and of the Content, which includes the Client Data belonging to the Client.
- **Documentation** designates the description of the features of the Application that is detailed in the commercial and technical document presented and given to the Client.
- **Equipment** designates the tablets provided with the Application, connectors, peripherals, and any electronic components that are necessary for the operation of the Application.
- **Hosting** designates the hosting of the Application and of the Data. The technical conditions of the hosting are described in the technical annex entitled "Hosting."
- **Interface** designates, in particular, a web page, pages of sites belonging to a portal, or pages displayed on a mobile phone and presenting a number of web features allowing interactions with a User. Interfaces may be developed by VM France or by the Client.
- **Internet Connection** designates the information technology resources (hardware and others) and the communication networks and media (telephone lines, fiber optics, terrestrial, satellite, or others) that enable the exchange of information.
- **Maintenance** designates the corrective, preventive, and upgrade maintenance Services performed on the Application by VM France, to the exclusion of the maintenance of the software making up the Application, which is performed by third-party publishers according to their own conditions.
- **Personal Data** designates all information pertaining to a natural person who is identified or identifiable, whether directly or indirectly, in particular by reference to an identifier such as a name, a physical address, an identification number, location data, an online identifier, or an IP address.
- **Services** designates the services offered by VM France for the use of the Application, such as installation assistance, hosting, training, and the maintenance of the Application. The nature of the Services may be modified by VM France.
- **Studies** designates all analyses, specifications, reports, documents, configuration files, plans, drawings, calculation methods, computer models, and generally any written work, carried out by VM France in pre-sales or in the framework of the Contract and formalized for a medium. The POC (proof of concept) is a Study.
- **Support** designates the procedures for implementing the maintenance Services.
- **Territory** designates the countries in which the Client is entitled to use the Application.
- **Trademarks** designates the OBERION trademark registered by VM France to designate the Application as well as all other trademarks registered by VM France and those registered by the Client under which each party markets its products and services.
- **Training** designates the Client training service for the use of the Application that is provided by VM France. The conditions are described in the technical annex entitled "Training."
- **User** designates the natural or legal person using the Application. The Client must inform the User of the conditions of use of the Application as they are described in the present GTCU. The Client is responsible, with respect to VM France, for ensuring that the conditions of use of the Application are complied with by the User.

II. IMPLEMENTING REGULATIONS OF THE GTCU

The GTCU set out the conditions under which the Client is authorized to use the Application and to gain access to the associated Services within the limits of the rights acquired by the Client.

The relationship between VM France and the Client is governed solely by the GTCU, which can be complemented by special conditions, to the exclusion of any general terms and conditions of purchase or other conditions emanating from the Client.

The GTCU are considered to be fully applicable as soon as the Client places an order.

The applicable GTCU are those in effect at the date of use of the Application by the Client.

VM France reserves the right to modify, at any time, all or part of the provisions of the GTCU in order to adapt them to evolutions in the features and Services, or to technical, legal, or jurisprudential developments, or upon the implementation of new Services. VM France shall inform the Client of such modifications by any means. VM France invites the Client to express any observations relative to a new version upon receipt. The most recent version of the GTCU can be freely consulted by the Client at any time on the vmfrance.net website and on the www.oberion.paris website in the section entitled "OBERION GTCU."

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III. PURPOSE OF THE APPLICATION AND PRESENTATION OF THE SERVICES

The Application is a tool dedicated to the management of Client content. It includes a customizable interface based on the Client's criteria and graphic charter. The Application offers a number of features, including:

- The option of sending digital content (photos, videos, text, new products, exclusive offers),
- The sending of personalized invitations,
- The creation and moderation of communities,
- A concierge service to enable direct communication with the User.

The above list is not exhaustive; new features may be offered, and the existing features may be modified according to technical and/or legal constraints. VM France shall inform the Client of such modifications at the earliest opportunity.

The Services include installation assistance, hosting, training, and the maintenance of the Application. These Services are described in the technical annexes.

In order to ensure the proper functioning of the Application, the Client is provided with standard maintenance services, which are described in an annex to the GTCU. Should the client wish to be provided with maintenance conditions that are superior to the standard conditions offered, the Client and VM France shall agree upon special conditions that will be the subject of a separate specific agreement.

IV. ADAPTATION – ACCESS TO THE APPLICATION – HOSTING – SECURITY

The Client shall establish a specification describing the features it has chosen and the Application adaptation criteria it wishes to implement.

Next, VM France shall provide a quote. In the event of a specific request from the Client or the need to carry out a specific Study or a prototype, a quote will also be proposed.

The Adaptation of the Application pertains, in particular, to:

- the launch screen of the Application, in order to customize it according to the Client's image,
- the settings,
- the creation of templates adapted to the Client's requests,
- navigation,
- the types of content selected by the Client (films, photos, etc.).

Access to the Application requires an identifier and a password, both of which are selected by the Client. The Client must maintain confidentiality and modify them regularly to ensure security of access. VM France will not know the Client's identifiers and passwords.

The technical prerequisites for using the Application are described in the technical annex.

The Application and the Data are hosted by a third-party provider, for which the conditions and the levels of availability are described in the annex entitled "Hosting."

V. FINANCIAL CONDITIONS

In the event that the Application is marketed directly by VM France, the Client must pay to VM France a deposit equal to fifty per cent (50%) of the total price of the order on the date of the purchase order. The deposit is essential for the Adaptation of the Application to be initiated.

The balance, namely fifty per cent (50%) of the price of the order, must be paid by the Client by the date indicated on the VM France invoice prior to the delivery of the Application. No Application will be delivered if the total price of the order is not paid in advance by the Client.

Except if the order is cancelled by VM France for reasons strictly attributable to VM France, the deposit shall be retained by VM France.

In the event that the Application is marketed by a Partner, the corresponding prices of the Adaptation, hosting, and installation Services for the Application shall be paid to the Partner.

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The Client shall pay directly to VM France the cost of the Studies or prototypes, the cost of the training and annual maintenance Services for the Application, and the cost of the changes made to the Application.

In the event that the execution of a Study or of a prototype is requested, the Client shall pay the full price at the time of ordering. The price of the Study or of the prototype shall be retained by VM France in the event of the cancellation of the order by the Client for any reason whatsoever.

Annual maintenance is payable in advance for the year under way, on a pro rata basis of the number of days remaining until the end of the calendar year.

Prices are given in Euros (€) excluding tax. The Client shall bear any and all costs relative to currency exchange. This price is increased by the applicable taxes, including the VAT in effect on the day of delivery, applicable in France or in the country of the Client where appropriate, as well as by the transportation costs and customs duties.

VM France may revise its prices at any time if the economic conditions justify such a measure. In this case, the new prices will be applicable to the future orders.

Relative to Training, the price of the license includes an initial training session of a duration of two hours, to be carried out in France. Any request for additional training will be invoiced as will any request for training sessions located outside of metropolitan France.

The prices do not include travel and accommodation expenses (travel, meals, and hotel), which are charged extra with presentation of receipts.

Payment is to be made exclusively in Euros and via bank transfer to the bank account of VM France.

Failure to comply with this payment obligation automatically entails the application of late payment penalties in favor of VM France. The late payment penalties are equal to three (3) times the legal interest rate. This rate is applied to the amount including all taxes that is shown on the invoice.

Furthermore, a recovery compensation fee of a minimum amount of forty (40) Euros (€) will be owed to VM France for recovery costs, upon any late payment. This amount may be increased based on the actual recovery costs incurred by VM France until such time as the amounts due have been paid in full.

VI. INTELLECTUAL PROPERTY

6.1 Ownership of the rights pertaining to the Application and to the Studies

VM France guarantees to the Client that it owns the property rights pertaining to the Application and its Documentation as well as rights of exploitation and reproduction of certain components of the Application and that it may therefore freely grant to the Client a license to use the Application as outlined in section 6.3.

The grant of a license to use the Application does not imply transfer of ownership rights for the benefit of the Client. The Application remains the property of VM France, regardless of the format, computer language, and medium of the program, and regardless of the language used.

The Client undertakes not to infringe, whether directly or indirectly, and in particular via third parties, the intellectual property rights detained by VM France relative to the Application.

VM France owns the rights to the Studies and does not transfer any ownership to the Client. The Client may not use the Studies for purposes other than the evaluation of the Application.

6.2 Ownership of the rights pertaining to the Content

The Client guarantees to VM France that it owns the rights pertaining to the Content that it transfers into the Application. The Client releases VM France from any liability pertaining to the Content and the Data that are transferred into the Application and hosted. The Client guarantees to VM France that the Data comply with the existing regulations and that it does not host or transmit any infringing or defamatory content, sensitive information (racial or ethnic origin; philosophical, political, trade union-related, or religious opinions; or sexual activity or human health), or content that in any other illegal fashion violates the right to privacy.

6.3 Grant to the Client of a license to use the Application

Subject to payment of the prices, VM France grants the Client, who accepts it, the right to use the Application and its accompanying Documentation, in the Territory. This right of use refers to a personal, non-exclusive, non-assignable, and non-transferable right and a use of the Application carried out exclusively on the original Tablet.

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For the purposes of using the Application and deploying it among the Users, the Client has the right to reproduce the Application to make a single copy on a database management system as well as a backup copy in order to safeguard its use. These copies must be clearly identified as backup copies and must state that they are the property of VM France. No other reproduction of the Application may be made in any form whatsoever. The right of use is granted exclusively in the form of object code for the Client's purposes of organizing the Content, within the limits of the rights granted.

In the event that the Client wishes to decompile the software composing the Application for the purpose of interoperability, the Parties shall come to an agreement together and in advance regarding the conditions for carrying out this operation.

The right of use is granted for the duration of the copyright of the version of the Application in question.

Provided the Client subscribes to the Maintenance Services for the Application, it will benefit from the right of use of the corrections made to the Application and of the new versions of the Application.

VM France reserves all rights of translation, arrangement, interfacing, porting, migration, transformation, modification, correction of errors, and placing on the market of the Application.

VM France shall inform the Client of a possible evolution of operations toward the SaaS mode, so that the latter can organize the migration of the use of the Application to comply with the new conditions proposed. In the event that the Application evolves toward the SaaS mode, VM France reserves the possibility of ceasing to support the current version, which the Client already expressly accepts.

VM France shall send the Client a link containing the Application to allow the Client to install it on one or more computers in order to enable use of the features.

The Client is not authorized to host the Application with the IT service provider of its choice, unless otherwise agreed.

In any event, the Application must be used:
- In accordance with the stipulations of the contractual documents,
- For the sole needs of the Client, to the exclusion of any third party,
- On an approved configuration in accordance with the provisions laid out in the Documentation.

All use of the Application apart from the scenarios referred to above constitutes an infringement of the rights of exploitation over the Application.

The Application may integrate third-party technologies belonging to other publishers. The rights granted relative to these technologies are subject to compliance with various rights and obligations that are binding on the Clients and on the Users. Any failure to respect these rights and obligations will authorize VM France to take all necessary measures to put an end to the disruptions observed.

6.4 Guarantee of undisturbed use

VM France guarantees to the Client the undisturbed use of the Application.

In the event of a complaint regarding the infringement of an intellectual property right by the Application, VM France may, at its own option and expense, either replace or modify the whole or any part of the Application, or obtain a right of use for the Client, provided that the Client has complied with the following conditions:

- the Client must have accepted and executed the entirety of its obligations under this agreement,
- the Client must have notified VM France at the earliest opportunity, and by registered letter with acknowledgement of receipt, of the infringement action or the statement that preceded this allegation,
- the Client must collaborate fairly with VM France by providing it with all the necessary elements, information, and assistance in order to enable VM France to be capable of defending its own interests and those of the Client.

In the event that the third party's claim alleging infringement is concluded by a court decision, which has the force of res judicata in the main proceedings and has become final and not subject to appeal, VM France, upon being sentenced to payment of a financial penalty to the Client, shall pay compensation to the latter in the amount of the award for damages imposed in principal and interests, subject to the justification of the receipt by the third party of the amount of the penalty paid by the Client.
In the event that VM France cannot reasonably modify, replace, or obtain for the Client a license to use the Application, the Parties may decide by mutual agreement to terminate the right of use of the Application.
Regardless of the basis of liability of VM France, this liability shall be limited to the amount invoiced and collected by VM France for the service that caused the damage proved.

VM France shall assume no responsibility in cases where the allegations pertain to:

- the use of a version of the Application other than the current, non-modified version, if the sentence could have been prevented by the use of the current, non-modified version;
- the combination and implementation or the use of the Application with programs not supplied by VM France;
- the use of the Application on a device or medium other than the original Tablet.

The provisions of the present article define the entirety of VM France's obligations relative to copyright infringement or unfair competition as a result of the use of the Application.

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VII. PROTECTION OF PERSONAL DATA

VM France undertakes both as a data controller and as a subcontractor to comply with the applicable regulations relative to the processing of personal data, and particularly Regulation (EU) of 27 April 2016.

7.1 Client personal data collected by VM France

In the context of promotion and of granting of a license to use the Application, VM France processes the Client personal data that pertain to the identification and address of the Client's representatives (title, surname, first name, telephone number, and e-mail address.)

The data collected are processed for the following purposes:

- Commercial prospection,
- Organization of direct marketing operations,
- Client management (orders, contracts, invoices, client relations monitoring, etc.),
- Business statistics,
- Updating of prospection files,
- Management of requests for rights of access, rectification or opposition, portability, or withdrawal,

Data relative to the management of prospective clients are retained for a duration of 3 years from the time of the final contact made by the prospective client.

Data relative to the management of clients are retained for a duration of 3 years from the end of the business relationship.

Personal data that establish evidence of a right or of a contract, or that are retained in compliance with a legal obligation, may be the subject of an intermediate archiving policy for a period not exceeding the duration necessary for the purposes for which they are retained, in accordance with the provisions in force (in particular, but not exclusively, those laid down by the Commercial Code, the Civil Code, and the Consumer Code).

The personal data protection policy is presented on the websites www.oberion.paris and www.vmfrance.net

7.2 Client and User personal data processed by the Client

VM France does not process, and has no access to, any Personal Data belonging to the Users. No personal data belonging to the Users is collected or processed by the OBERION application. It is the responsibility of the Client, when collecting the personal data belonging to its own clients (the Users), to inform the natural persons about the processing operations that will be carried out with their personal data (in the name of transparency). The Client shall inform its own clients that they may receive personalized offers, invitations, etc., according to the functionalities chosen by the Client. The use of the OBERION application as it exists in its standard version has no specificity in terms of protection of personal data. Each trademark must ensure that the information communicated to its own clients covers the services offered by OBERION. In the event that the OBERION application is specifically adapted to Client preferences, the principles described might need to be reviewed in light of the newly offered functions.

The Client acts as the Data Controller under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the French law of 21 June 2018 regarding the protection of personal data. VM France acts as a subcontractor. The Client is solely responsible for the handling of the personal data that it processes and transfers into the Application and that are hosted by VM France.

Security

VM France entrusts the hosting of the Application to a subcontractor that is expressly authorized by the Client. Hosting and security conditions are described in the technical annex entitled "Hosting."

Sub-processing

VM France undertakes to comply with the provisions of Article 25.2 of the aforementioned Regulation.

Right to information of the persons concerned

It is the responsibility of the Client to provide the information to the persons concerned by the data processing operations at the time when the data are collected.

Exercise of rights of the persons concerned

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It is the responsibility of the Client to avail itself of all means at its disposal in order to respond to requests from the persons concerned. It may request that VM France assist it in the exercise of these rights subject to a specific quote and provided that VM France may have access to the personal data.

Notification of personal data breaches

VM France undertakes to notify the Client of any personal data breach within forty-eight (48) hours of receiving knowledge thereof, by sending an e-mail confirmed by a letter. This notification shall be accompanied by all relevant documentation in order to enable the Client to notify the competent supervisory authority of this breach if necessary.

Assistance of the subcontractor within the framework of the Data Controller's compliance with its obligations

VM France may assist the Client, at its request, in the performance of impact assessments relating to data protection.

VM France may assist the Client, at its request, within the framework of the prior consultation of the supervisory authority.

All assistance provided to the Client by VM France may be subject to payment.

VIII. WARRANTY – LIABILITY

Access to the Application and use thereof are at the Client's and User's own risk.

The Application is provided as is and without warranty of any kind.

It is the responsibility of the Client and of the User to take all appropriate measures to protect its own data and/or software stored on its computer and telephone equipment against any infringement.

Given that the security of Internet transmissions cannot be guaranteed, VM France cannot be held responsible for the Client's and Users' access to the Internet, for any interception or interruption of communications over the Internet, or for any alteration or loss of data incurred while using the Internet. If a security breach is suspected, VM France may, in order to protect the Client and its data, immediately suspend the Client's use of the Application via the Internet, without notice, for the time required to carry out the necessary investigations. In this case, VM France shall immediately inform the Client in writing.

VM France cannot be held responsible:

- in the event of default, loss, delay, or error in transmission of data that is beyond its control;
- for the sending of messages and/or data to a false, incorrect, or incomplete address;
- for not receiving data for any reason whatsoever, or if the data it received were illegible or impossible to process;
- in the event that the User or the Client is unable to access or use the Application and/or the Services for any reason whatsoever;
- should the connection be interrupted for any reason whatsoever.

Furthermore, VM FRANCE declines all liability in the event of improper use of the Tablet and/or in the event of an incident related to the use of the Tablet during the use of the Application. VM FRANCE shall under no circumstances be held liable for any damage of any nature whatsoever caused to the Clients and to the Users, to their terminals, to their computer and telephone equipment, or to the data stored therein, or for the consequences for their personal, professional, or commercial activity that may arise from said damages.

In all cases, VM France cannot be held responsible for non-compliance with the regulatory and/or legislative provisions in force in a country of use of the Application other than France.

VM France is subject to an obligation of means and in the event that its liability is incurred relative to the Application, on any grounds whatsoever, it is agreed that the cumulative compensation that could be claimed from VM France for damages suffered by the Client shall be limited to the amounts paid by the Client over the 6 previous months for the Service that gave rise to the damage. VM France is not responsible for indirect damage. This limitation of liability and indemnity does not apply to damages suffered by the Client due to willful misconduct on the part of VM France or one of its employees.

IX. TERMINATION

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VM France may terminate the GTCU, in which case the Client will no longer be able to use the Application, in the event that the Client violates the present GTCU. Termination will take effect after a period of thirty (30) calendar days following reception of the registered letter with acknowledgement of receipt sent by VM France notifying the Client of the breach and if the Client does not supply proof of having completely remedied said breach.

X. FORCE MAJEURE

Neither VM France, nor the Client shall be held responsible for any breach, non-performance, or late completion in the execution of an obligation described in these GTCU and/or in the orders that results from a case of *force majeure*.

In the event of an occurrence of *force majeure*, the use of the Application and/or the performance of the Services with regard to the GTCU may be suspended for a period not exceeding two months. The Party subjected to the occurrence shall notify the other Party of the existence of the case of *force majeure*. This notification will result in the suspension of the present agreement during the period mentioned in the notification letter, up to a maximum of two months.
Should the case of *force majeure* continue beyond the expiry of this time period, the more diligent Party may notify the other Party of the termination of this agreement. Termination will take effect on the day of notification. In any case, no amount paid by the Client will be refunded by VM France. Under the present article, the Parties rule out any possibility of resolving the GTCU.

Force majeure is defined as any event that is external, unpredictable, and uncontrollable under Article 1218 of the French Civil Code. The following shall be explicitly considered to constitute *force majeure* or acts of God, in addition to those which are normally upheld by the case law of the French courts and tribunals: for example, total or partial strikes; epidemics; pandemics; rioting; civil disorders; insurgencies; war; bad weather; disruption of means of transportation or procurement for any reason whatsoever; earthquake; fire; storms; flooding; water damage; governmental or legal restrictions, or legal or regulatory modifications of forms of commercialization; disruption of power supply; disruption of networks and communication systems, including disruptions of telecommunications networks; or any other cause outside the control of the Parties that prevents the normal execution of the Services.

XI. GENERAL PROVISIONS

Should one of the present general terms and conditions be declared inapplicable or be invalidated for any reason, this invalidity will not affect the application or the validity of the other provisions of the general terms and conditions, that which was invalidated or deemed inapplicable being then replaced by the closest possible provision following consultation between the parties.

VM France may state the name of the Client for the purposes of promoting the Application and the associated Services.

The Client accepts that VM France mention its name, its corporate name, a logo, or a trademark registered by the Client on any media, including the VM France website, with no restrictions relative to Territory or to duration. VM France undertakes to strictly comply with the Client's graphic charter. The latter may request that VM France verify the communication made with the use of its name.

XII. LITIGATIONS – APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

The present general terms and conditions are subject to French law, to the exclusion of any other legislation.

In the event of a dispute pertaining to the Application occurring between VM France and the Client, the latter shall, first and foremost, make contact with VM France in the aim of finding an amicable solution. The search for an amicable solution does not interrupt the limitation periods for instigating any legal action.

ANY DIFFICULTY REGARDING THE INTERPRETATION OR EXECUTION OF THE PRESENT GENERAL TERMS AND CONDITIONS WILL FALL UNDER THE EXCLUSIVE COMPETENCE OF THE COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF THE LOCATION OF THE REGISTERED OFFICE OF VM France, REGARDLESS OF THE PLACE OF EXECUTION OF THE GENERAL TERMS AND CONDITIONS, THE DOMICILE OF THE DEFENDANT, OR THE METHOD OF PAYMENT, EVEN IN THE CASE OF PROCEEDINGS INVOLVING THE INTRODUCTION OF THIRD PARTIES, PROCEEDINGS INVOLVING SEVERAL DEFENDANTS, OR PROCEEDINGS FOR INTERIM MEASURES.

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