

## Article 1. Object

1.1. These Terms and Conditions of Subscription (the "T&Cs") define the conditions of subscription to the software solution (the "Software Solution") provided by DEFANTS (the "Company") by professional Clients (the "Client"), collectively referred to as the "Parties" or individually as the "Party".

1.2. The Client declares that he has read the T&Cs prior to taking out the Contract (as defined below) and that it accepts them unreservedly.

1.3. Any Contract with the Company implies the express waiver by the Client of its terms and conditions of purchase, as well as any other previous or subsequent document or exchange whatsoever not formalized by a written amendment signed by both Parties.

## Article 2. Definitions

The terms defined below, when appearing with a first capital letter, whether in the singular or plural, will have the following respective meanings:

**"Confidential Information"** means any information, whatever its nature, purpose, form, medium and/or content, such as in particular any data, know-how, specifications, drawings, processes, technical, financial, commercial or other elements, relating to the Software Solution, the Services, the Parties and/or their products, communicated directly or indirectly by one Party to the other Party for the purposes of negotiating and executing the Contract, whatever the means of transmission (written, oral, computer including networks and/or electronic messaging). The content of the Software Solution is Confidential Information.

**"Client Data"** refers to any data of any kind entered by the Client when using the Software Solution in order to be processed by the latter to obtain Deliverables.

**"Deliverables"** means the recommendations, information, documents and data supplied by the Software Solution to the Client and resulting from the processing of Client Data by the Software Solution.

**"Documentation"**: means documents relating to the Software Solution including technical descriptions and specifications, technical manuals, support material and other information concerning the Software Solution, distributed in printed or electronic format.

**"Intellectual Property Right"** means any intellectual property right protected by the French Intellectual Property Code and International Conventions, including all rights arising from, or associated with: (i) procedures, studies, designs, inventions, discoveries, and

any related patents or patent applications; (ii) works of authorship, copyright and any related rights, software, their documentation and interfaces, (iii) databases, (iv) semiconductor product topography, (v) designs and models; (vi) trademarks and (vii) know-how and trade secrets.

**"Terminal"** means any computer or communications terminal (such as a *smartphone*, tablet, computer running IOS, Android or Windows operating systems) enabling the Software Solution to be used in accordance with the specifications.

## Article 3. Presentation of the Software Solution and Services

3.1. THE CLIENT EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT THE SOFTWARE SOLUTION IS A DECISION-SUPPORT TOOL IN MATTERS OF SECURITY, WITHOUT BEING INTENDED TO REPLACE THE CLIENT'S DISCRETIONARY DECISION-MAKING POWER.

3.2. The Client acknowledges and accepts that the Software Solution is a standard software that has not been developed specifically to meet the Client's needs.

3.3. In addition to the Contract, the Company may offer to the Client additional services such as production setup, support, training and maintenance services for the Software Solution (the "Services").

3.4. Access to the SaaS Software Solution requires (i) an Internet access, which the Client shall subscribe to from the provider of his choice, and (ii) the use of a compatible Terminal, as described in the Documentation. Internet access is not included in the Contract.

## Article 4. Contract

4.1. For the supply of the Software Solution and/or, where applicable, the provision of the Services, in the light of the requests and requirements expressly formulated by the Client, the Company sends to the Client (i) a commercial and technical proposal (the "Commercial and Technical Proposal"), and (ii) these T&Cs.

4.2. All Commercial and Technical Proposals are binding on the Company only for the period expressly indicated on the said Commercial and Technical Proposal or, by default, for a period of thirty (30) days from the date on which they are sent to the Client.

4.3. The Client undertakes to provide the Company in due time with all the information required to establish the Commercial and Technical Proposal.

4.4. The Client returns to the Company, within the validity period mentioned therein, the duly

signed, initialled and dated Commercial and Technical Proposal and T&Cs (the "Contract"). Upon receipt of these elements by the Company during the period of validity of the Commercial and Technical Proposal, the Contract is final and binding.

4.5. The proper execution of the Contract implies (i) the mutual respect of agreed deadlines, the availability of contacts, timely exchanges of information between the Parties and (ii) the immediate communication of any information likely to affect the execution of the Contract or to prejudice the rights of the other Party.

4.6. The provisions hereof shall also govern any updates and/or new versions of the Software Solution provided by the Company that modify the Software Solution in use.

## Article 5. Financial terms and conditions

5.1. The price for the supply of the Software Solution and/or, where applicable, the Services, as well as any price reductions, and any additional charges that may be payable by the Company, are communicated to the Client by the Company in the Commercial and Technical Proposal, in Euros, exclusive of VAT, and excluding external charges of any kind (the "Price").

5.2. The Price is made up of fixed subscription fees and variable fees as detailed respectively in the Commercial and Technical Proposal (hereinafter together the "Royalties").

5.3. In addition to the Price, the Company will be reimbursed, on presentation of the corresponding receipts, for all expenses incurred in connection with the provision of the Services, strictly necessary for the performance of the said Services (in particular the costs of stay, travel and accommodation, vehicle rental) previously accepted by the Client.

5.4. Royalties are payable in advance for the entire Contract period. Invoices are sent by any means (electronic or postal) and are payable within thirty (30) days of the invoice date by bank transfer to the bank details shown on the invoice. No discount is granted for early payment.

5.5. Royalties may be modified afterwards. In the event of an upward modification by the Company of the tariff applicable to the Client, the latter will be informed by any means at least four (4) months before the effective date of the tariff change. If the Client does not accept these price changes, he may terminate the Contract by giving three (3) months' notice.

5.6. Invoices not paid by their due date will bear interest from their due date and without notice, at a rate equal to three (3) times the

legal rate in force, increased by five (5) percentage points.

5.7. In accordance with the provisions of the French Commercial Code, any delay in payment may result in the automatic application to the Client of a fixed indemnity for recovery costs, amounting to forty (40) euros per invoice. The Company may request additional compensation from the Client in the event that actual recovery costs exceed this amount, upon justifications. These provisions are without prejudice to the Company's right to seek compensation from any competent court for costs incurred in recovering any sum not paid in due time.

#### **Article 6. User license**

6.1. Unless otherwise specified in the Commercial and Technical Proposal, and subject to the Client's full compliance with the T&Cs and effective payment of the Royalties, the Company grants the Client, who accepts it, a personal, non-transferable and non-exclusive right:

(i) to access, use and operate the Software Solution, from his Terminal on the territory of the whole world, for the number of accesses, the duration and for the purposes agreed to in the Contract; and

(ii) to use the Deliverables, for the legal term of protection of the related Intellectual Property Rights and from its Terminal on the territory of the whole world and for the purposes agreed in the Contract.

#### **Article 7. Access and use of the Software Solution**

7.1. The terms of access and use of the Software Solution are described in the Commercial and Technical Proposal.

7.2. The Company provides the Client with strictly personal login details and passwords (the "**Login Details**"), which the Client undertakes not to divulge to any third party.

7.3. The Client is solely responsible for the confidentiality of his Login Details. It is the Client's responsibility to put in place all organizational and technical measures he/she deems necessary to ensure the integrity and confidentiality of his/her Login Details (e.g. security policy for Login Details, password reset, etc.) and undertakes to inform the Company immediately in the event of loss or theft of his/her Login Details. All operations carried out using the Client's Login Details shall be deemed to have been carried out under the Client's responsibility and with the Client's consent.

7.4. The Client undertakes to use the Software Solution in accordance with any Documentation transmitted by the Company, with its intended purpose, with the provisions of

the Contract and in compliance with applicable legal and regulatory provisions.

7.5. The Client undertakes not to access the Software Solution by any means other than means provided for in the Contract, unless expressly authorized by the Company in a specific contract.

7.6. The Client acknowledges that the use of the Software Solution is reserved for internal use within the scope of the Contractor external use for the benefit of end Clients, as part of a service provision only.

7.7. The Client shall not grant access to the Software Solution to any third party, with the exception of an end Client within the provision of a service, without the express prior written consent of the Company.

#### **Article 8. Client data**

8.1. The Client declares that he is the owner of the Client Data, the holder of the Intellectual Property Rights pertaining to the Client Data and/or that he is vested with all the rights and authorizations pertaining to the Client Data necessary to allow its use, reproduction, representation and exploitation via the Software Solution in the territory in which the Software Solution is used.

8.2. The Client declares and acknowledges that he is solely responsible for Client Data and, more generally, for any data that he may create, modify, delete, host, upload or transfer via the Software Solution.

8.3. The Client acts as an independent entity and therefore assumes all risks associated with its business. The Client is solely responsible for (i) the choice of Client Data transmitted and its updating when using the Software Solution, (ii) the moment of integration of the Client Data into the Software Solution, and (iii) the Client Data he fills in, modifies or deletes.

8.4. The Client undertakes to provide true, accurate and up-to-date Client Data required to use the Software Solution and/or obtain Deliverables.

8.5. The Client undertakes to update the Client Data entered in the Software Solution immediately in the event of any change, substantial or otherwise, to any of the Client Data.

8.6. Except under the conditions expressly provided for by the Software Solution and enabling the use of its functionalities in accordance with its intended purpose and the Documentation, the Client undertakes not to upload, download, host, display or transmit via the Software Solution any Client Data which may contain (i) viruses, Trojan horses and/or any malware or spyware and/or (ii) elements (text, sound, image, etc.) that are pornographic, child pornographic, xenophobic,

incite racial hatred, defamatory, injurious, an infringement upon personal rights and privacy, public order and applicable law.

#### **Article 9. Services realization**

9.1. The Company performs the Services in accordance with the provisions agreed by the Parties to the Contract and/or under the terms of a specific quotation issued by the Company and accepted by the Client.

9.2. The Company undertakes to allocate the necessary and sufficient material and personnel resources to carry out the Services.

#### **Article 10. Client's obligations**

10.1. The Client undertakes, as soon as possible, in a timely manner and in a usable format, to (i) provide the Company with all documents and information that are true, accurate, up-to-date and necessary for the performance of the Contract and (ii) respond to any reasonable request from the Company relating to the performance of the Contract.

10.2. The Client undertakes always to use a compatible Terminal in accordance with the Documentation and the latest version of the Software Solution.

10.3. The Client undertakes to read and comply with the provisions of all documents sent by the Company in connection with the Contract.

10.4. The Client expressly agrees not to make commercial use of the Software Solution and/or market the Deliverables, in particular directly or indirectly through consulting services.

10.5. The Client undertakes to notify the Company of any modification or deletion relating to the Client Data, to its computer system or to its processes affecting the operation of the Software Solution.

#### **Article 11. Warranties**

##### **11.1. Client warranties**

The Client warrants the Company (i) against any claim and/or legal action brought by the Company or any third party directly or indirectly related to the use of the Client Data and/or the Deliverables; and (ii) that the Client Data is complete, true, accurate and up-to-date.

##### **11.2. Company warranties**

The Company warrants the Client:

- To be the owner of or to have the rights to propose the Contract;
- The compliance of the Software Solution with the Documentation and the Contract;
- To achieve the service levels agreed in the Service Level Agreement attached to the Commercial and Technical Proposal and forming an integral part of the Contract.

### 11.3. Limitations and exclusions of the Company's warranty

To the extent permitted by applicable law, the Software Solution, the Deliverables and/or the Services are provided "as is", without any express or implied warranty as to the accuracy and/or reliability of the content of the Deliverables, in particular with respect to any standards that have become applicable subsequent to the conclusion of the Contract or, as the case may be, to the last update of the Software Solution, which the Client expressly acknowledges and accepts.

Subject to applicable regulations, all warranties are excluded in the event of (i) non-payment of Royalties by the Client, (ii) abnormal use and/or use which does not comply with the intended purpose and/or the Documentation and/or the Contract and/or the laws and regulations in force in the countries in which the Client Data is used, Deliverables and/or the Software Solution, (iii) combination of the Software Solution, Deliverables and/or Client Data with any other element of any nature whatsoever resulting in a malfunction or infringement of the rights of a third party, (iv) intervention by a third party not authorized by the Company for maintenance, (v) infringement or alleged infringement by the Software Solution of the Intellectual Property Rights of a third party, (vi) Client negligence, (vii) use of a version of the Software Solution other than the latest version published by the Company, (viii) use of a non-compatible Terminal, (ix) voluntary modification or alteration, even of a minor nature, of the Software Solution, Client Data and/or Deliverables, or (x) force majeure.

The Company does not warrants:

- Completeness and up-to-date Deliverables, due to (i) the non-permanence and fluctuating nature of their foundations, particularly their normative ones, and (ii) the Client's autonomy in using the Software Solution. In this respect, the Client acknowledges that Client Data and Deliverables are subject to obsolescence;
- that the Software Solution is free from anomalies, errors or bugs, and that its operation is uninterrupted. Consequently, the Client is reminded that it is his responsibility to take all appropriate measures (in particular regular backups) to minimize the damaging consequences linked in particular to a possible operating interruption or a possible loss of data generated by the Software Solution as a result of its use;
- the suitability of the Software Solution, deliverables and/or Services for a particular use not previously and expressly agreed to in the Contract.

### Article 12. Liability

#### 12.1. Liability of the Company, exclusions and limitations of liability

The Parties expressly agree that the provision of the Software Solution and the supply of Services shall not be assimilated to interference by the Company in the conduct of the Client's business.

The Client expressly accepts that the Company may only be held liable for immediate and direct damage resulting from a breach of Contract, to the exclusion of any indirect and/or intangible damage suffered (such as loss of opportunity, data, operations, sales, damage to image, etc.).

The Company shall not be held liable for any damage whatsoever caused in whole or in part by:

- One or more of the circumstances referred to in points (i) to (x) of **Article 11.3** ;
- documents and/or information communicated by the Client to the Company as part of the Contract;
- Any use of the Software Solution by the Client without the Company's prior authorization following a claim by a third party on the legal grounds of infringement;
- any error or omission attributable to the Client in the provision of Client Data via the Software Solution;
- any consequences of the Client's application of the Deliverables and their content.

IN ANY EVENT, IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT, SUBJECT TO THE PUBLIC POLICY PROVISIONS, THE TOTAL AMOUNT, ALL CAUSES COMBINED, OF COMPENSATION, DAMAGES AND COSTS OF ANY KIND THAT MAY BE DUE BY THE COMPANY TO THE CLIENT PURSUANT TO A FINAL COURT DECISION OR A SETTLEMENT AGREEMENT PREVIOUSLY ACCEPTED BY THE COMPANY, SHALL NOT EXCEED A GLOBAL CEILING, FOR ALL DISPUTES COMBINED, EQUAL TO ONE HUNDRED PERCENT (100%) OF THE ROYALTIES, EXCLUSIVE OF TAX, ACTUALLY COLLECTED BY THE COMPANY FOR THE CONTRACT IN DISPUTE DURING THE TWELVE (12) MONTHS PRIOR TO THE CLIENT'S KNOWLEDGE OF THE EVENT GIVING RISE TO THE COMPANY'S LIABILITY.

**12.2.** Any action, dispute or request of any kind by the Client to the Company, relating to the execution of the T&Cs and/or the Contract, must be brought within a maximum period of one (1) year from the date of knowledge by the Client, or from the date when the Client should have known the facts enabling him to bring the action, failing which the action will be inadmissible due to foreclosure.

### 12.3. Client responsibility

The Client understands and accepts that he/she is solely responsible of:

- the scope of use of the Software Solution;
- the validity and accuracy of the documents and information communicated to the Company in connection with the establishment and execution of the Contract;
- Client Data collected by the Software Solution and/or entered directly by the Client in the course of using the Software Solution (in particular, but without limitation, in the case of Client Data consisting of malicious code unknown at the time and liable to damage the Client's own systems and/or data);
- the decision, modalities and consequences of the implementation of the Deliverables and recommendations;
- decisions taken by the Client of any nature whatsoever on the basis of the Deliverables and recommendations;
- obtaining and maintaining any declarations, authorizations or formalities that may be legally required from any third party, administration or authority whatsoever, in connection with the Contract and/or use of the Software Solution;
- compliance with any standards, regulations or laws applicable to the Software Solution, Client Data and/or Deliverables and their implementation.

The Client shall be solely liable for any damage of any kind suffered by the Company or any third party as a result of the Client Data, in connection with the use of the Software Solution and/or the implementation of the Deliverables.

### Article 13. Intellectual Property

**13.1.** The Company is the owner and/or holder of the Intellectual Property Rights relating in particular to the Software Solution, and the Client undertakes not to infringe these rights.

**13.2.** Unless otherwise stipulated in the Commercial and Technical Proposal (and subject to the licenses expressly granted herein), the Client acknowledges and accepts that the Contract as such constitutes neither a transfer nor any restriction whatsoever of the Company's Intellectual Property Rights.

**13.3.** Except with the express prior written consent of the Company or as otherwise provided for in the Contract, and without prejudice to any rights granted to it by applicable law, the Client is not authorized and undertakes not to (i) reproduce, modify, transmit, publish, translate, adapt, on any medium and by any means whatsoever, or exploit in any way whatsoever, the Software Solution, and/or (ii) reverse engineer the



Software Solution (unless otherwise provided by law) and/or (iii) remove, alter, modify, conceal and/or in any way infringe, in whole or in part, the trademarks and distinctive signs (whether protected by intellectual property rights or not) belonging to the Company or to third parties, and affixed and/or integrated by any means and/or technique whatsoever on, and/or in, the Software Solution.

**13.4.** In the event of a claim by a third party that the Software Solution and/or the Deliverables infringe an intellectual property right, the Client undertakes to initiate all such claims directly and immediately with the Company. The Client undertakes to suspend any use of the Software Solution subsequent to such a claim, except with the express agreement of the Company. The Company, at its option and expense, undertakes either to replace or modify all or any part of the Software Solution and/or the Deliverables, or to use its best efforts to obtain for the Client a right of use, provided that (i) the Client has accepted and performed all of its obligations under the Contract; (ii) an infringement action has been brought by a third party before a competent court; and (iii) the Company is in a position to defend its own interests, and to this end, that the Client loyally cooperates with the Company by providing all elements, information and assistance necessary to carry out such defence. Should none of these measures be reasonably possible, the Company may unilaterally decide to terminate the licenses granted for the Software Solution and/or the potentially infringing Deliverables.

**13.5.** The Client grants the Company a free personal, non-exclusive license, which may not be transferred or sub-licensed, to use and distribute the Client's trademarks and company names for the purposes of executing the Contract and as a commercial reference, for the duration of the Contract and the two (2) years following its end, on any medium (including digital) and in any format, worldwide.

**13.6.** The Client agrees to automatically transfer to the Company the rights to all or part of investigation reports on the express and prior condition that the Company will only process anonymized data (i.e. without the possibility of identifying or tracing the Client), solely and exclusively under the following conditions: the Company collects certain aggregated and anonymized statistical information from investigation reports and from the Client's use of the Software Solution and Services for, among other purposes, reports, research, statistics, improvements to the Software Solution and Services. Anonymized data does not constitute Personal Data or Confidential Information.

#### **Article 14. Privacy**

**14.1.** The Parties undertake to keep confidential all Confidential Information exchanged, collected or generated during the preparation of the Commercial and Technical Proposal and the Contract.

**14.2.** The obligations of the Parties under this Article do not extend to Confidential Information in respect of which the Party receiving the Confidential Information can prove (non-cumulative exceptions):

- that he disclosed them after obtaining the prior written authorization of the other Party or that the disclosure was made by the said other Party;
- that they were accessible to the public at the time of their communication by the other Party, or that they became accessible after this communication through no fault of its own;
- that they have been lawfully received from a third party under no obligation of confidentiality;
- that at the date of their communication by the other Party, the receiving Party was already legitimately in possession of them;
- that their disclosure has been imposed by application of a mandatory legal or regulatory provision, a final court decision or an enforceable arbitration decision. The Party subject to such an obligation to disclose must inform the other Party immediately and in advance, and, where applicable, request, or put the other Party in a position to request, the implementation of all confidentiality protection measures or procedures applicable to the case. In all cases, the Party bound to disclose Confidential Information will use its best efforts to disclose only the strictly necessary part of the Confidential Information to meet its obligations.

**14.3.** As a result, the Parties undertake, from the date of the Contract and for a period of five (5) years from the end of the Contract, not to communicate for any reason whatsoever, in any form whatsoever and for any purpose whatsoever, all or part of the Confidential Information. The Parties undertake to ensure that this obligation is respected by all its managers, employees, agents and any subcontractors to whom it discloses all or part of the Confidential Information, and to disclose the Confidential Information only to persons who need to know it and who are subject to a confidentiality undertaking.

#### **Article 15. Force majeure**

**15.1.** In the event of "*Force Majeure*" within the meaning of article 1218 of the French Civil Code, the obligations of the Parties under the Contract will be suspended for the duration of the *Force Majeure* and will resume as soon as the *Force Majeure* ceases.

Any event occurring in the context of a health (e.g. H1N1, Covid-19), climatic, political or IT crisis, beyond the control of a Party bound by the performance of an obligation (to the exclusion of any payment obligation), will be considered as a case of *Force Majeure*, which the Parties expressly accept.

**15.2.** In the event of such an event preventing the Company from fulfilling its commitments, the Company undertakes to inform the Client as soon as possible.

**15.3.** The non-performance of an obligation by one of the Parties under the terms of the Contract attributable to a case of *Force Majeure* shall not be subject to any recourse.

**15.4.** The Parties may freely terminate the Contract if the *Force Majeure* persists beyond sixty (60) days from the occurrence of the *Force Majeure*, without either Party being entitled to claim damages.

#### **Article 16. Reversibility**

Unless the Company receives a request for the return of the Client Data by registered letter with acknowledgement of receipt within thirty (30) days of the Contract end date, the Company will destroy the Client Data.

At the Client's request within thirty (30) days of the Contract end date, the Client Data will be returned "as is" in accordance with its content at the date of the Client's request, and returned by transfer of computer files in a standard "flat" file within a maximum period of thirty (30) days from the said written notification by the Client.

The Client declares and acknowledges that the reversibility service does not include any assistance from the Company, in particular in migrating to a third-party solution.

#### **Article 17. Personal Data**

The Client expressly acknowledges and agrees that the Personal Data (as defined by the GDPR) collected by the Company during the establishment and performance of the Contract will be processed by the Company in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter, the "**GDPR**"), Law no. 78-17 of January 6, 1978 relating to data processing, files and freedoms, and all applicable provisions relating to the protection of Personal Data (hereinafter referred to together as the "**Applicable Regulations**"), for the management of Client and prospect relationships, as well as the execution of Contract, by the personnel of the Company, its subcontractors and service providers in charge of the execution of the Contract.

17.1. The Personal Data collected by the Company includes the surname, first name, job title, telephone number, e-mail address and postal address of the persons concerned.

17.2. The Company retains Client's Personal Data for the duration of the Contract. As from the end of the Contract, the Company may in particular retain the Client's Personal Data for the period necessary to satisfy any legal, regulatory, accounting or fiscal obligation to retain the Personal Data or to communicate it to authorized authorities.

17.3. Within the framework of the establishment and execution of the Contract, Personal Data may be communicated by the Company to:

- any subcontractor offering appropriate guarantees with regard to Applicable Regulations;
- any company controlled by the Company, controlling the Company or under common control within the meaning of Article L233-3 of the French Commercial Code.

The Company may be required to communicate all or part of the Personal Data to judicial authorities or competent administrations in application of applicable law or in the context of imperative decisions. The Company undertakes to limit the communication of Personal Data to Personal Data expressly and restrictively required.

17.4. Data subjects are entitled to object to the processing of their data and to the taking of automated individual decisions, to access, erase and rectify data, to limit processing, and to data portability, by contacting the Company at the address given herein, as well as the right to lodge a complaint with the CNIL.

The persons concerned may exercise their rights under this Article by contacting the Company at the postal or electronic addresses mentioned at the foot of this document.

#### **Article 18. Early termination**

Without prejudice to the other provisions of the Contract and any damages to which the non-defaulting Party may be entitled, either Party may terminate the Contract early in the event of non-performance by the other Party of any of its obligations under the Contract. Termination will automatically become effective thirty (30) days after the first presentation of a formal notice by registered letter with acknowledgement of receipt sent to the defaulting Party, which has remained unsuccessful.

#### **Article 19. Miscellaneous provisions**

19.1. The Parties undertake to behave towards each other at all times with loyalty, diligence and good faith, and in particular to inform each

other of any difficulties they may encounter in the performance of the Contract.

19.2. Each Party declares to be insured for its professional civil liability with a reputable and solvent company for all material and immaterial damage resulting from the performance of its obligations under the Contract and undertakes to maintain this coverage throughout the Contract period and to provide proof thereof at the first request of the other Party.

19.3. The Client authorizes the Company to subcontract all or part of the performance of the Contract to the subcontractor of its choice. The Company shall be fully responsible for the work entrusted to its subcontractors and for compliance with the provisions of Law no. 75-1334 of December 31, 1975, relating to subcontracting.

19.4. Unless otherwise expressly stipulated in the Contract, all notifications and other communications required or provided for under the Contract must be sent in writing, by (i) hand delivery, or (ii) registered letter with acknowledgement of receipt sent to the address of the Parties, or (iii) e-mail with acknowledgement of receipt. Communications and/or notifications sent under the Contract shall be deemed to have been received by the receiving Party on the date and time of signature of the acknowledgement of receipt or any other proof of receipt appropriate to the method of dispatch, or on the business day following the first presentation.

19.5. Should any provision of the Contract be deemed null, void, illegal, inapplicable or unenforceable, in whole or in part, such provision shall be applied to the extent permitted to obtain the economic effect sought by the common intention of the Parties, in a valid, legal and enforceable manner, and without calling into question the general balance of the Contract. Failing this, the nullity or inapplicability of any one of the Contract's stipulations shall not invalidate the other stipulations, which shall retain all their force and scope.

19.6. The fact that one of the Parties does not avail itself of any of the rights granted to it under the Contract shall not constitute a waiver of the right to subsequently avail itself of said rights and/or any other rights granted under the Contract.

19.7. The Contract does not create any relationship of subordination, agency or association between the Parties.

19.8. As the Contract is concluded *intuitu personae*, the rights and obligations arising therefrom may not be assigned or transferred, in whole or in part, whether free of charge or against payment, for any reason, in any form or to any person whatsoever, by the Client without

the express prior written consent of the Company.

19.9. The present T&Cs are translated from the original T&Cs written in French. The French version shall prevail over any other version so translated.

#### **Article 20. Choice of domicile - Applicable law - Jurisdiction**

20.1. The Parties elect domicile at their registered office.

20.2. The Contract is subject to French law.

20.3. In the event of a dispute, the Parties will seek an amicable solution by notifying the defaulting Party by registered mail with acknowledgement of receipt.

In the absence of a response within thirty (30) working days of receipt of the notification and/or failure to reach an amicable settlement within the same period, each Party may submit the dispute to the competent courts within the jurisdiction of the Court of Appeal of RENNES (France) exclusively, notwithstanding plurality of defendants or warranty claim(s), subject to applicable regulations.