

GENERAL CONDITIONS FOR THE USE OF THE CARTO-SI SOFTWARE IN SaaS MODE

ARTICLE 1 - PREAMBLE

These General Terms and Conditions govern the terms and conditions of the Carto-SI Software License issued in SaaS mode.

LAYA Conseil, within the framework of its duty to provide information and advice, has made available to the CUSTOMER a commercial proposal and all the necessary information presenting the Carto-SI software package which the CUSTOMER acknowledges having taken note of.

After having taken cognizance of the potentialities, the purpose, the functionalities and the mode of operation of the SaaS service, the CUSTOMER recognizes that it has been correctly and sufficiently informed to decide, under its own and only responsibility, that the Carto-SI delivered in SaaS mode is in line with its needs.

LAYA Conseil reserves to itself the right to modify these Terms and Conditions at any time. The amended Terms and Conditions come into application at the time of their publication on the website.

LAYA Conseil will make every effort to send the amended Terms and Conditions by e-mail to the CUSTOMER, or to invite him to visit the website.

ARTICLE 2 - DEFINITION

For the purposes of this Agreement, the following terms shall be understood in the sense defined below.

Contract: means the present General Conditions, the Purchase order, the Documentation and any prospective appendices.

Documentation: refers to the technical and functional documentation of the Carto-SI Software. The Documentation can be online.

Software: means the Carto-SI package. Within the framework of these General Terms and Conditions, the Software package corresponds to the version and its updates, distributed by LAYA Conseil at the time of the edition of the Purchase order.

SUPPLIER: means LAYA Conseil, publisher and exclusive owner of the rights of the Carto-SI Software.

Service: refers to the Carto-SI Software & the corrective maintenance delivered in SaaS mode in exchange of remuneration.

Data: means the information (including Personal Data) and, in general, the data of the CUSTOMER databases, for which the CUSTOMER is responsible, which it enters, informs, transmits and processes through the course of its use of the Service. The Data is and remains the exclusive property of the CLIENT.

User Workstation: means the CUSTOMER's hardware and devices allowing him to access the Service.

ARTICLE 3 - ACCEPTANCE OF THE CONTRACT

The CUSTOMER is regarded as having taken information of the Contract as defined in Article 1 and has duly accepted it without any reserve.

The Contract is evidenced by the signature of the Purchase Order constituting the acceptance of the entire Contract. The person signing the Purchase Order has the legal capacity to commit the company.

ARTICLE 4 - CUSTOMER INFORMATION

The CUSTOMER declares and acknowledges having benefited from all the necessary and useful information in order to decide, under his own and only responsibility, that the Software is suitable for his needs.

The CUSTOMER tested the Service and ensured:

- that it has the necessary skills to access and use the Service,
- the adequacy of the Service to its needs,

- that it has sufficient bandwidth and an access to the network sufficiently sized in order to access the Service,
- that its own structures, and in particular its staff, are able to use the Service with all the required efficiency.

ARTICLE 5 - PURPOSE

By this Agreement, the SUPPLIER grants to the CLIENT who accepts it, a limited, personal, non-exclusive, non-transferable and non-transmittable right to access and use the Software and the Service.

The SUPPLIER shall perform corrective maintenance of the Service in accordance with the specifications of the Purchase Order and in accordance with the Documentation.

The Software and Service are hosted in Europe, at a provider, specialist in hosting.

ARTICLE 6 - ACCESS TO SERVICE

6.1. Authentication

The procedure for accessing the Service is described in the instructions sent to the CLIENT by e-mail.

6.2. Availability

Any connection to the Service is proof of the availability of the Service.

The Service is permanently accessible.

The SUPPLIER carries out the operations of data backup and / or maintenance for its own hardware and software and / or improvements, within the scope of maintenance time between 9:00pm and 7:00am, French time. Interventions related to this service may make the Service temporarily unavailable without entitlement to indemnities for the CLIENT.

The SUPPLIER commits into informing the CUSTOMER in advance of any scheduled interruption of the Service outside the maintenance time slot. Are excluded from this measure any exceptional maintenance operations, including critical security updates.

6.3. security

It is the CUSTOMER's responsibility to take all appropriate security measures to ensure the security of the Data and the confidentiality of the access codes.

In the event of loss or theft, more generally, hijack of the access codes by third parties, the CLIENT agrees to notify the SUPPLIER without any delay by e-mail.

The SUPPLIER will take all necessary measures from the reception of the written information.

The SUPPLIER can not be held liable for damages resulting from loss or theft, or misuse of access codes by third parties.

Each Part shall promptly notify the other Part of any fact likely to constitute a violation of the other Part's physical or logical security environment and so as soon as it becomes aware of it (for example an intrusion attempt).

6.4. data saving

CUSTOMER Data is stored in one or more servers located on a secured site.

It is up to the CUSTOMER through the functionality of the Service to operate data backups.

The SUPPLIER grants to the CLIENT, for the use of the Service and to host its Data, a storage space which size is limited to 50 GB (fifty gigabytes).

6.5. Data Recovery and Backup

In case of end of the Service and / or termination of the Agreement, the access to the Service shall be closed on the last day of the Service or on the day of termination of the Agreement.

The CUSTOMER must therefore have, before this deadline, recovered the Data accessible through the functionalities of the Service or have asked the SUPPLIER, the return of a copy of the last backup of the Data. This will be done in a standard market format chosen by the SUPPLIER.

ARTICLE 7 - RIGHT OF USE

In counterpart of the payment of the subscription stipulated in the Purchase Order, the SUPPLIER grants to the CLIENT who accepts it a limited, personal, non-exclusive and non-transferable right to access and use the Software and the Service.

The CUSTOMER agrees to use the Software and the Service only for his own purposes.

The right of access and use of the Service is granted by the SUPPLIER to the CLIENT for the duration of the Contract.

The Software is part of the manufacturing secrets and know-how of the SUPPLIER and must be considered by the CUSTOMER as a confidential information, whether it is or not protected by an intellectual property right, patent, copyright, or in another way.

The CUSTOMER undertakes not to make any modification to the elements submitted by the SUPPLIER, without the prior written consent of the SUPPLIER.

The CUSTOMER agrees to access and use the Service in accordance with the specifications of the Purchase Order, the stipulations of this Contract, and the safety and operating instructions of use contained in the Documentation.

The granting of the right of access and use of the Software and the Service does not entail any transfer of the right of ownership, therefore the CLIENT prohibits itself of:

- any reproduction of the Software, whether permanent or temporary, in whole or in part, by any means and in any form,
- any representation, broadcasting or commercialization of the Software, whether on a free or onerous basis,
- Any form of use of the Software or Documentation in any way for the purposes of designing, producing, distributing or commercializing a SaaS or similar, equivalent or substitutional software,
- any transfer or direct or indirect supply of the Software or Documentation for the benefit of a third party, for any reason whatsoever, and in any capacity whatsoever, in particular by leasing, transfer or loan, even for free, or to entrust it to any provider in the context of outsourcing except in the case of prior written agreement of the SUPPLIER,
- any transcription of the Software in other languages,
- any translation, adaptation, arrangement or modification of the Software package, in particular for other hardware or software packages,
- develop or sell the Software and / or products likely to compete with it,
- to correct errors affecting the Software. Any correction of errors is reserved exclusively to the SUPPLIER,
- any use of source codes,
- any decompilation or disassembly of all or a part of the Software,
- reverse engineering the Software or to transform the Software into any source code to develop a competing product or service and / or to copy, or to reproduce any of the Service's functionalities, features, or graphic attributes,
- any use for treatment not authorized by the SUPPLIER.

This list is simply indicative and not exclusive of any act of the CUSTOMER which would affect the property rights of the SUPPLIER.

The CUSTOMER shall not have any ownership rights in respect of the Software, its technology or intellectual property rights held by the SUPPLIER on the Software, as well as any updates, evolutions and / or new versions or any related interest to the Software, which will remain the exclusive property of the SUPPLIER.

The rights granted under this Agreement shall in no way limit the ability of the SUPPLIER to develop, use, license, distribute, modify or otherwise freely operate the Software or any modification, enhancement or derivative work that may result therefrom, or to authorize third parties to do so, without the prior written consent of the CLIENT.

The CUSTOMER guarantees the observance of this Contract by its collaborators, its staff and any person outside the company (subcontractors, etc.).

The CUSTOMER undertakes to take all necessary precautions to avoid the disclosure or the unlawful reproduction or use of the Software and the Service by its staff and service providers, in particular by having them signing a personal non disclosure agreement.

The Software is and remains, in all circumstances, the exclusive property of the SUPPLIER.

The CUSTOMER who does not respect the conditions, limits and modalities of the granting of the right to use the Software and the Service, object of the present, is exposed to the crime of counterfeit which penalizes in software the violation of any one of the rights of the holder.

In the event that the CUSTOMER does not comply with the obligations mentioned in this article, he would be financially liable for the loss of profit of the SUPPLIER without prejudice to any damages that the SUPPLIER would be entitled to claim.

Any use not expressly authorized by the SUPPLIER under the Contract is illegal, in accordance with article L.122-6 of the Intellectual Property Code.

The CUSTOMER undertakes to reply to any request for information from the SUPPLIER, within a period of eight days, enabling him to verify that the use of the Software is in conformity with the provisions of this Agreement and the Purchase order.

ARTICLE 8 - INTELLECTUAL PROPERTY

8.1. The SUPPLIER declares to hold all the rights necessary for the conclusion of the Contract.

The Software and the Documentation remain the exclusive property of the SUPPLIER, who reserves the status of author, in accordance with the provisions of the intellectual property code.

This Agreement shall not be interpreted as implying the transfer of any proprietary right belonging to the SUPPLIER and relating to the Software.

Consequently, the CUSTOMER refrains from taking any action, which may directly or indirectly affect the property rights of the SUPPLIER.

8.2. The SUPPLIER guarantees the CUSTOMER of any forgery proceedings in France against him, provided that he is notified in writing and as soon as possible by the CLIENT and that the Software has not been modified by the CLIENT.

In the event of a claim for infringement by the Software of an intellectual property right in France, the SUPPLIER may, at its option and at its own expense, replace or modify all or any part of the Software, provided that the CUSTOMER has complied with the following conditions:

- that the CLIENT has accepted and performed all of its obligations under this Agreement,
- that the CUSTOMER has notified the SUPPLIER, within eight days, in writing, the infringement action or the declaration that preceded this action,
- that the SUPPLIER is able to defend his own interests and those of the CUSTOMER, and in order to do so, that the CUSTOMER cooperate loyally with the SUPPLIER by providing all the elements, information and assistance necessary to carry out such a defense.

In the event that none of these measures is reasonably feasible, the SUPPLIER may unilaterally decide to terminate the Contract and refund to the CUSTOMER the fees paid over the last twelve (12) months of use of the Service.

The provisions of this Article define the entire obligations of the SUPPLIER in respect of patent infringement and copyright infringement as a result of the use of the Software.

ARTICLE 9 - PRICING & MODALITY OF PAYMENT

In counterpart of the right of access and use of the Service, the CLIENT agrees to pay the price indicated in the Purchase Order.

The two parts agree that the Purchase Order specifies the prices of the services agreed under this Agreement.

The currency of payment is the euro.

Payments are due within 30 days of the invoice date unless otherwise stated in the Purchase Order.

The SUPPLIER's invoices are payable in cash by wire transfer, net and without discount. Any costs of agios are the responsibility of the CLIENT.

Under no circumstances may the payments due to the SUPPLIER be suspended or reduced or compensated without the written agreement of the SUPPLIER.

The invoices drawn up by the SUPPLIER shall take account of the tax provisions in force and, if they are amended, the resulting price changes would take effect from the date of their implementation.

Any delay in payment of the CUSTOMER will result in penalties without prior notice.

The penalty rate for late payment is equal to 12% (Art. L441-6 of the French Trade Code).

Any professional in a situation of delayed payment is automatically entitled to a lump sum indemnity for the recovery of a minimum amount of € 40 per invoice (Articles L441-6 and D.441 -5 of the French Trade Code).

In the absence of payment of an invoice at its due date, the SUPPLIER may also, without prior notice, suspend the obligations arising from this Contract until the full payment of the sums due.

The failure to provide the service due to a default of payment within the contractual period shall not give rise to an action for compensation of the CLIENT against the SUPPLIER.

This suspension will be at the expense of the CLIENT who undertakes to bear all the consequences, in particular the penalties of delay and the suspension of the services.
In the event of delay in payment and after the delay of one month, after formal notice, the SUPPLIER may terminate this Contract without prejudice of all the sums due.

ARTICLE 10 - ADJUSTMENT CLAUSE

The CLIENT undertakes to produce an annual sworn statement, which determines the exact number of applications that make up its Information System and to adjust the fees paid accordingly.

ARTICLE 11 - MAINTENANCE

The SUPPLIER takes care of the corrective and technological updates of the Service during the term of this Contract.

The Contract excludes any scalable maintenance.

The SUPPLIER will provide the CUSTOMER with maintenance services related to the Software in accordance with the specifications of the Purchase Order.

Except for holidays and exceptional closing days of the SUPPLIER, and except in cases of Force Majeure as defined herein, the hours of intervention of the assistance team are from 9.00 am to 6.00 pm (French metropolitan time) from Monday to Friday. The SUPPLIER reserves the right to modify its schedules and will inform the CUSTOMER if it is the case, by any means at his convenience, of the new time slots.

The SUPPLIER guarantees the CUSTOMER, throughout the duration of the Contract, against any occurrence of anomalies, incidents, errors or malfunction in relation to the Documentation.

The SUPPLIER undertakes to remedy, with reasonable diligence, to any incident detected, identified and reproducible by the CUSTOMER, subject to compliance with the technical and functional specifications of the Software and the proper use of the Service in accordance with the Documentation.

The SUPPLIER undertakes to correct these incidents within the time limit it deems necessary unless the CLIENT has subscribed to a specific offer whose maximum delivery time for correction will be expressly mentioned in the Purchase Order.

If the request for intervention is motivated by an incident not attributable to the Service, the SUPPLIER reserves the right to charge the time spent in the analysis of the incident unduly re-established at the price applied by the SUPPLIER.

In the event of absolute necessity, the SUPPLIER reserves the right to suspend temporarily, partially or totally the access to the Service, to carry out a technical intervention of maintenance or improvement without compensation to the benefit of the CLIENT and without prejudice to the sums due to the right of access and use of the Service.

The SUPPLIER cannot be held responsible for the possible impact of this unavailability on the activities of the CLIENT.

The SUPPLIER will endeavor to restore access to and use of the Service as soon as possible.

Maintenance of the Software includes the following services:

- a remote control can be envisaged according to the technical availabilities and following the authorization of the CLIENT,
- the supply of updates to the Software package subject to the disposition of this Article. The need to carry out an update is decided unilaterally by the SUPPLIER in the light of the legal and technological developments. The updates are directly implemented by the SUPPLIER on the Software package and may include, as appropriate:
 - the correction of anomalies, the modifications made necessary by the evolution of the laws or regulations applicable to the functions handled by the Software package;
 - the supply of improvements of existing functions;

The following cases are excluded from the Services performed by the SUPPLIER under this Contract:

- any use of the Software that does not comply with the Documentation, the instructions for use or its destination, or abnormal use, for whatever reason (in particular in case of negligence, handling error, accident, ...);

- any work or supplies not explicitly mentioned in this Agreement, including telephone training for CLIENT's staff;
- the supply of a telecommunications network allowing access to the Software;
- a compatibility problem between the telecommunications networks and the Software package;
- a failure of one of the elements constituting the CLIENT's software environment (operating system, other software or software packages, network systems, etc.);
- in general, the failure of the CLIENT to comply with its obligations under the Contract and any other contract with the SUPPLIER.

Any service (assistance or consultancy, training, consulting or other services) not provided for in the frame of maintenance or this Contract shall be the subject of an addendum and a commercial offer.

ARTICLE 12 - COLLABORATION

Proper performance of the maintenance service requires the CLIENT's loyal and active cooperation. The CUSTOMER undertakes in particular:

- to refer to the Documentation prior to each request for intervention,
- to make available to the SUPPLIER any information requested by the SUPPLIER, for the understanding and resolution of the anomalies or incidents encountered,
- to designate a competent & available contact in charge of the treatment of anomalies,
- to install and administer its equipment and networks.

ARTICLE 13 - DECLARATION

The CUSTOMER declares to be familiar with the Internet, its characteristics and its limits, and recognizes in particular:

- that the transmission of data over the Internet only enjoys relative technical reliability as it goes through heterogeneous networks with varying technical characteristics and capacities which are sometimes saturated at certain times of the day;
- that certain specific networks may be subject to specific agreements and be subject to access restrictions which will not allow access to the Service;
- that the users of the Service are likely to be located anywhere in the world and that the content of the Service may be reproduced, represented or more generally spread without any geographical limitation;
- that the data circulating on the Internet is not protected against possible misappropriations and that therefore the communication of passwords, confidential codes and more generally all sensitive information is carried out by the CLIENT at his own risk;
- that the provision of the Service content to the CLIENT and / or its users may be subject to intrusion by unauthorized third parties and consequently be corrupted in spite of the issuing by the SUPPLIER of an access protected by a password ;
- that the SUPPLIER is not able to guarantee the continuity of the Service, executed remotely via the Internet, which the CUSTOMER acknowledges.

ARTICLE 14 - CLIENT LIABILITY

The CUSTOMER assumes all the responsibilities other than the one of conformity of the Service to the Documentation and in particular those which concern:

- the adequacy of the Service to its needs,
- the operation of the Service,
- the qualification and competence of its staff.

The Service will be used by the CLIENT under its sole control, supervision and under its sole responsibility. Therefore, the CUSTOMER is responsible for:

- the implementation of any useful processes and measures intended to protect its User Workstations, its hardware, software packages, software, passwords, in particular against any virus and intrusions;

- the choice of the access provider or the telecommunication medium, the CUSTOMER having to take charge of the administrative requests and contracting the necessary subscriptions of which he will bear the cost;
- the CUSTOMER will ensure that no unauthorized person has access to the Service;
- the control, management and security of use of the Service;
- the mistakes committed by its staff in the use of the Service and the procedures enabling to connect to the Service, in particular concerning the means of access and internet browsing;

The CUSTOMER is also responsible for the protection of the Registered Data and the maintaining of the databases, the results obtained, the conformity of the use of the Service with the legislation and in particular the declarations with the French National Commission for Informatics and Liberties (CNIL) relating to the computerized processing of personal data and compliance with the General Data Protection Regulations.

The two Parts of the agreement acknowledge that only the CLIENT has the ability to control and know the content transiting through the Service.

The CUSTOMER assumes full responsibility for the integrity and legality of the Data it enters, informs, transmits and processes throughout the course of its use of the Service.

The SUPPLIER shall be released from all liability for the nature, content of the information and / or the data of the CLIENT and the resulting exploitation.

The CUSTOMER guarantees that he / she has all the authorizations to use and / or disseminate in the territory, information and data of any kind, hosted by the SUPPLIER and is solely responsible for the consequences of their availability to the public. -should it be restricted on the Internet. In particular, he / she is solely responsible for any damages sustained or borne by the SUPPLIER, if any, due to the presence of illicit data on the CLIENT's pages, such as defamatory and racist comments.

In the event of a breach of the provisions of the French Law of the 21 of June 2004 ("LCEN") found by a judicial authority within the meaning of that law, or in the event of an injunction issued by the judicial authority to remove a disputed content, the SUPPLIER may take any steps necessary to remove or prevent access to such content. The SUPPLIER informs then the CUSTOMER. In the event of an amicable complaint or a third party noticing to the SUPPLIER that the content is illegal or harmful, the SUPPLIER will inform the CUSTOMER without delay. If the CUSTOMER or the SUPPLIER fails to remove the content in question - due to the CUSTOMER's refusal or the CUSTOMER's silence - the CUSTOMER guarantees the SUPPLIER any recourse and damages to which the SUPPLIER may be exposed to reason for this claim. However, by way of derogation from the foregoing, the SUPPLIER may take any appropriate measures to eliminate access to the content or to make it impossible to access it if the content appears to be manifestly unlawful and will inform the CUSTOMER accordingly as soon as possible. In the latter case, the SUPPLIER will inform the CUSTOMER as soon as possible. Suspension or interruption of the content for the reasons mentioned above will not entitle the CLIENT to any compensation from the SUPPLIER. Furthermore, the CUSTOMER shall remain liable to the SUPPLIER for the full price agreed during the whole period of suspension or interruption.

The SUPPLIER shall be relieved of all responsibility for the quality and electronic transmission of the Data when borrowing the telecommunications networks and more generally the quality and reliability of the telecommunication links between the CUSTOMER's Workstations and / or its users and the access point to the Service.

The CUSTOMER declares to be informed that in the event of a failure leading to partial degradation of the files, their reconstitution is an operation which success is random, and can only be assumed by a specific agreement between the SUPPLIER and the CLIENT, subscribed after this failure and that this operation is not related to a maintenance or follow-up contract.

ARTICLE 15 - DECLARATION ON DATA

The CUSTOMER is informed that it is from its responsibility to carry out, under its sole responsibility, the processes, declarations, requests for authorization provided by the effective laws and regulations concerning any treatment it performs and data it processes from the Service. More generally, it will be up to the CUSTOMER to comply with any applicable local law requiring a particular process of administrative declaration regarding the Personal Data. The CUSTOMER

guarantees to respect all the obligations that fall to him under the Data Protection Act and / or the local laws applicable to the Personal Data.
The CLIENT is and remains responsible for the Data.

ARTICLE 16 - SUPPLIER'S RESPONSIBILITY

The SUPPLIER is subject to an obligation of means, to the exclusion of any other and shall not be held responsible for any delay in the performance of the aforementioned services. It guarantees the conformity of the Service with the specifications described in the Documentation, the good state of operation and availability of the Service, in accordance with the dispositions of this Contract.

The SUPPLIER's liability to the CUSTOMER for direct damages under this contract (whether such damages have a quasi-delictual or contractual cause) can not in any case exceed the amount of the royalty paid by the CUSTOMER to the SUPPLIER for the Service giving place to the action.

In no event shall the SUPPLIER be liable for any third party or any consequential or indirect damages, shall it be immaterial, accessory or special.

Any liability of the SUPPLIER is also excluded in particular, but without this list being limited, in the case of loss of profit or income, loss of exploitation, damage to the image of the brand, any commercial disorder, and loss of Data or use of Data or other losses, regardless of their origin, and even if the SUPPLIER has been advised of the possibility of such damages.

Except in cases of infringement proceedings, any action directed against the CLIENT by a third party constitutes indirect damage and consequently does not give rise to any right to compensation.

Should the SUPPLIER 's liability be recognized by a final decision of a competent court, the compensation that may be claimed would be expressly limited to the amount of the fee collected by the SUPPLIER in respect of the Service , for the period of twelve (12) months in progress at the time of the occurrence of the damage.

It is expressly agreed between the parties and accepted by the CUSTOMER that the provisions of this clause will continue to apply even in the event of a resolution hereof found by a court decision that has become final.

ARTICLE 17 - GUARANTEE

The SUPPLIER guarantees the conformity of the Service with the Documentation. This guarantee of conformity cannot be extended to a guarantee of conformity to the specific needs or to the specific activity of the CLIENT.

The CUSTOMER has been informed and acknowledges that the Package, the subject of the present agreement, is a high-tech product to which its designers and developers have devoted all their care. However, this does not preclude the Software, due to its highly technical nature, from being able to contain errors which might call into question its perfect functioning.

The CUSTOMER undertakes to inform the SUPPLIER as soon as possible of any information concerning an error that would indicate a lack of conformity of the current and unmodified version of the Software to the announced specifications.

The SUPPLIER undertakes, if the Error is proved and can be corrected, to replace free of charge the faulty version of the Software.

The SUPPLIER reserves the right to charge the CUSTOMER for any services performed following the communication of an Error by the CUSTOMER which would be subsequently proved to be due to a failure of one of the elements constituting the CLIENT's software environment (operating system, other software or software packages, network systems, etc.), or a modification of the Software by the CLIENT.

If the Proved Error could not be corrected, the SUPPLIER and the CLIENT agree that the Contract will be terminated from the date on which the acknowledgment of the Proved Error was recognized by the SUPPLIER. The SUPPLIER will carry out the reimbursement in progress for the remainder of the period of any amount paid by the CUSTOMER for the access and use of the Service, to the exclusion of any other compensation.

The reimbursement will be made within thirty (30) clear days from the joint decision of the parties to terminate the Contract and after the reception of the CLIENT's request for reimbursement by registered letter with acknowledgment of receipt. The method of reimbursement will be made at the choice of the SUPPLIER, by credit to bank account or by check.

To the extent permitted by law, any warranty other than those expressed in this article is expressly excluded.

ARTICLE 18 - LIMITATION OF LIABILITY

The SUPPLIER may not be held liable for any malfunctions, errors, inaccuracies or incorrect results that are attributable to a misuse or modification of the Software unauthorized by the SUPPLIER.

The SUPPLIER shall in no event be liable for indirect or consequential damages resulting from any loss of profits, loss of use, interruption of business or loss of Data that may arise as a following or in connection with this Agreement.

In all cases, regardless of the basis of the liability, the SUPPLIER's liability shall be limited to the amount of the monthly access charges for the twelve (12) months preceding the occurrence of the damage.

ARTICLE 19 - DURATION OF CONTRACT

The contract is concluded for a minimum period of one year from the date of issue of the invoice addressed to the CUSTOMER, unless otherwise stated in the invoice.

The Agreement shall be renewed by tacit agreement for successive periods of twelve (12) months, on each anniversary date, unless denounced by one of the Parts by registered letter with acknowledgment of receipt at least six (6) months before expiry of the current period. Termination or interruption of the Contract, for any reason whatsoever, shall not give rise to any refund of sums collected by the SUPPLIER.

ARTICLE 20 - TERMINATION

20.1. Termination for breach

Either Party may terminate this Agreement in the event of default by the other party to an essential unrepaid obligation within a period of thirty (30) calendar days from the expedition date of a registered letter with acknowledgment of receipt indicating the breach in question. Subject to any damages to which it may be entitled under this Agreement.

If the breach corresponds to a violation of the terms of use of the Software, the termination takes effect as of right after the thirty (30) days mentioned above. Where the default corresponds to an unjustified delay in payment, the termination shall automatically take effect upon completion of the conditions laid down in Article 9 of the Contract.

20.2. Early termination of CLIENT

Early termination of the Contract on the initiative of the CUSTOMER during the period, for whatever reason, does not give rise to any refund of sums collected by the SUPPLIER.

20.3. Termination of SUPPLIER

The SUPPLIER reserves the right to cancel unilaterally and automatically the right of access and use of the Service, without prejudice to any damages in the following cases:

- in the event of proceedings for the recovery or liquidation of a judge, a temporary suspension of proceedings or similar proceedings, this Agreement shall automatically terminate without notice as from the decision of the competent court;
- the SUPPLIER may terminate the Contract by written notice by registered letter with acknowledgment of receipt in case of non-observance by the CUSTOMER of any of the clauses of the Contract and in particular in the event of non-payment of sums due one month after their expiry;
- in case of copyright infringement;

In all the aforementioned cases of termination, the CLIENT is no longer entitled to access the Service.

In all cases, the sums cashed by the SUPPLIER from the CUSTOMER shall remain vested.

The provisions which remain effective after the termination or expiration of the Contract include those relating to limitation of liability, compensation for breach, payment and any other provision which by its nature is expected to remain effective.

ARTICLE 21 - RIGHT OF COMMUNICATION

Except express refusal, the CLIENT agrees that the SUPPLIER, in the course of promoting its product, may disclose the existence of a commercial relationship between the CLIENT and the SUPPLIER and present it as one of its customers.

Thus, the SUPPLIER may use the commercial logo and / or the CUSTOMER'S trademark on all commercial media and mention the CUSTOMER 's name as one of its references.

ARTICLE 22 - APPLICABLE LAW & COMPETENT JURISDICTION

This agreement is subject to French law. Any dispute relating to the interpretation or execution of the Purchase Order and this Agreement will be submitted to the Paris Commercial Court.

In the event of any difficulty or dispute between the Parts arising out of the interpretation, performance or termination of this Agreement, the Parts agree to meet within ten (10) days of receipt of a registered letter with a request for acknowledgment of receipt notified by one of the parts in order to seek an amicable solution in the spirit of this agreement. If no agreement is reached, the Commercial Court of PARIS shall be appealed to, to which the parties expressly grant jurisdiction.

ARTICLE 23 - FORCE MAJEURE

None of the Parts shall be held liable for any breach of its contractual obligations if it has been prevented from performing its obligation by force majeure or by a fortuitous event as defined in Article 1218 of the French Civil Code.

It is expressly agreed between the parties that events of force majeure within the meaning of this clause constitute the malfunctioning of telecommunications operators, telecommunications operators and electricity suppliers.

If the force majeure period is longer than one (1) month, the Parties agree to meet in order to determine the procedures in order to continue or terminate their relations.

Are considered as cases of force majeure or unforeseeable events, the ones which are usually retained by law and the jurisprudence of the French courts and tribunals, in addition to the strikes of any kind.

ARTICLE 24 - CONFIDENTIALITY

All information, all data (including Customer Data), all know-how, covered or not covered by intellectual property laws, whatever their form and nature (commercial, industrial, technical, financial, etc.) exchanged between the Parts or of which they become aware during the performance of the Contract shall be considered confidential (hereinafter "Confidential Information").

Each of the Parts undertakes to use the Confidential Information only in the execution of this Agreement, to protect the Confidential Information and not to disclose it to third parties other than its employees, collaborators, subsidiaries and subcontractors who need to know about the performance of the Contract without the prior written consent of the other Part. The Parts undertake to take all necessary measures to ensure that their employees, collaborators, subsidiaries and subcontractors having access to the Confidential Information are informed of the confidentiality of the information provided and comply with the obligations arising from this clause.

Each Part shall be relieved of its obligations of confidentiality with respect to all information that (i) was in the possession of that Part prior to its disclosure by the other Part without such a possession is resulting of any direct or indirect unauthorized disclosure by a third party, (ii) which is in the public domain on the date of acceptance of the Contract or which would become public after that date, without the cause being attributable to the failure of that Party to comply with its obligations of confidentiality under the Contract, (iii) that have been independently developed by that Part, or (iv) the disclosure of which is required by law or a competent judicial or administrative authority or is necessary for the protection of the interests of one of the Parts in the course of legal proceedings.

18.4. The Parts undertake to comply with the obligations arising under this Article throughout the duration of the Contract and for five (5) years after termination.

As such, upon expiration or termination of this Agreement, each part Part shall either return to the other Part all documents containing confidential information, or to ensure the other Part of the destruction of all confidential information in its possession. In no case may a copy of the documents containing confidential information be retained by any Part except by exceptional written agreement of the other Part.

ARTICLE 25 - TRANSFER OF CONTRACT

It is expressly agreed that the rights of the CLIENT arising from the Contract may not be transferred, transmitted, licensed, sold or otherwise transferred to a third party by the CUSTOMER unless the SUPPLIER has given prior written consent.

ARTICLE 26 - INTEGRALITY - PARTIAL INVALIDITY

The Contract expresses the full obligations of the parts. No document may give rise to obligations under this Agreement unless it is the subject of an amendment signed by the parties.

If any provision of this Agreement is held to be invalid by law or regulation or declared to be invalid by a court of competent jurisdiction, it shall be deemed to be unwritten, the other provisions of this Agreement shall remain in full force and effect scope.

The fact that one Part does not invoke a breach by the other Part of one of its obligations cannot be interpreted as a waiver in the future.

This Agreement may be amended or amended only by written agreement between the parties.

Should one or more of the provisions of the Contract be or become void, of no effect, unlawful, unenforceable or otherwise inapplicable, the validity, lawfulness or service of the other provisions of the Contract shall in no way be affected or altered.

In such a case, however, the Parts agree to consult and to make every effort to incorporate into the Contract a new clause which will restore the common will of the Parts as expressed in the original clause, complying with applicable laws and regulations.

The Parts shall elect domicile at their registered office.