

## **Preamble - Extract from the general terms and conditions of use of the Maps & Data software**

ARTICQUE Maps & Data is a statistical, decisional and geomarketing mapping software designed to satisfy the most demanding professional users as well as in the provision of IT services in SaaS mode.

The list of IT services and applications likely to be made available to the CUSTOMER has been brought to the CUSTOMER's attention via the website.

The present abonnement concerns the product Cards & Data - Articque Platform which is remotely accessible via the Internet network and hosted on ARTICQUE's servers. This service requires the respect of technical prerequisites.

The authorization of use conferred by the present general conditions remains valid, whatever the installation or hosting modalities.

Cartes & Données is designed as a standard product. In all cases, it is the Customer's responsibility to ensure that the Software proposed by ARTICQUE meets his needs and constraints. The supply by ARTICQUE of products adapted to the needs expressed by the USER within the framework of a specific needs issue or specifications, can only be made by ARTICQUE, within the framework of a particular contract not governed by the present general terms and conditions of sale.

The USER must comply with the technical prerequisites recommended by ARTICQUE, and in particular to ensure the evolution of its hardware and software in accordance with the updates provided.

### **I. General provisions**

#### **1. DEFINITIONS**

**ARTICQUE:** means ARTICQUE INFORMATIQUE, publisher of the Software, or any other company in the ARTICQUE Group that may be required to market the Software.

**Customer:** refers to the private or public legal entity that contracts with ARTICQUE to set up a Customer/Supplier relationship.

**User:** refers to the professional registered on Articque Platform, holder of the rights of use granted by ARTICQUE.

**Identifier:** refers to the specific term by which each Final User will identify himself/herself to connect to the Services. The login will always be accompanied by a password specific to the Final User.

**Final User:** refers to any person authorised to connect to the Services in accordance with the provisions of the Contract. The user must belong to the Customer's corporate structure, in particular via a subordination link. For any other use of the software, special conditions will have to be considered with the agreement of ARTICQUE.

**Software:** refers to the Cartes & Données Platform or Articque Platform. The Cartes & Données range is registered at the agency for the protection of programs in PARIS under the IDDN 03-130012-00.

**CARTICQUE :** it is a base of background maps (administrative outlines) usable with the Cartes & Données software, published by ARTICQUE. CARTICQUE is the full property of ARTICQUE (copyright and right of publication and distribution) and registered with the agency for the protection of programs under the IDDN 03-130013-00.

**Data:** refers to all data, information and content of any kind, both those provided by ARTICQUE in the context of the Software's functionalities and those coming from the USER in the context of the use of the Software and the creation of Projects by the USER. The ARTICQUE Data includes in particular all ARTICQUE's maps and more generally all the cartographic data, illustrations, figures, analyses, statistics, which are the property of ARTICQUE and which may be made available to the USER within the framework of the Software.

**Projects:** the contents and more generally all the results created by the USER in the context of the use of the Software, from the Data made available by ARTICQUE or from its own Data.

**Personal Data:** any information relating to a natural person who is identified or who can be identified, directly or indirectly, by reference to an identification number or to one or more elements specific to him, in accordance with

Article 2 of Law No. 78-17 of 6 January 1978 ("Data Protection Act") and the European Regulation on Personal Data 2016/679.

**Technical support:** diagnosis and assistance in resolving technical difficulties

**User assistance:** delivery of methodological advice to support the USER in the proper use of the tool, adapted to its context of use.

**Documentation:** means the description of the features and the instructions for use of the Software Package. It is provided in electronic form in French language. All other documentation is excluded from the scope of this abonnement, in particular commercial and training documentation.

**Response to the request:** Date on which the Support service responded to the USER's request within the framework of the SERENITY abonnement.

**Major version:** evolution of the software including a substantial modification of the existing functionalities or new functionalities that ARTICQUE decides to integrate in an update, excluding the complementary modules marketed by ARTICQUE.

**Update:** Any patches and/or minor/major changes to the software

**User Workstation:** refers to the CUSTOMER's computer equipment and devices enabling it to access the Service. The User Workstation must comply with the Technical Requirements.

**Services:** refers to the implementation services concerning the Service (analysis, configuration, training) proposed by ARTICQUE and subscribed to by the CUSTOMER under separate general terms and conditions.

**Data recovery:** means the obligation for the CUSTOMER to recover the Data stored during the execution of the contract in view of the reversibility of its data.

**RUM:** refers to the unique reference of the SEPA Mandate.

**SEPA:** refers to the acronym for Single European Payment Area, which designates the unified euro payment area that makes it possible to harmonise and secure means of payment between member countries and leads to the creation of new payment instruments such as the SEPA Direct Debit and the SEPA Credit Transfer.

## **2. ACCEPTANCE OF THE GENERAL CONDITIONS**

The Customer declares to have read the maintenance conditions and to have accepted them without reservations before placing any order, in particular by returning the quotation or the commercial offer made by ARTICQUE. He renounces the application of his general conditions of purchase as well as all the stipulations which could be printed on his orders or correspondence.

## **3. CONTRACTUALIZATION**

Any intervention by ARTICQUE in the Customer's interest entails an obligation for the Customer to pay the full price of the service.

If an estimate is drawn up, the service or delivery may only begin once the estimate has been duly signed and received, together with the payment of the price agreed by the Customer.

## **4. FIELD OF APPLICATION**

The present general terms and conditions determine the contractual conditions applicable to any service (provision or delivery of the software) proposed by ARTICQUE to its Customers.

The special conditions determine the contractual conditions applicable to the object of the contract defined in article 5 of the present contract.

The quotation is an integral part of the present Contract and is inseparable from it and therefore forms a contractual whole.

It is understood between the Parties that in the event of contradiction, the quotation constituting the special conditions shall prevail over the other contracts and annexes.

This Contract consists of the following contractual documents in descending order of legal hierarchy:

1. The commercial and financial estimate or proposal
2. The present license, support and maintenance conditions

In the event of a contradiction between two documents of the same level, the more recent one shall prevail.

In case of difficulty of interpretation or contradiction between any of the headings at the top of the clauses and any of the causes, the headings will be declared non-existent.

## **5. OBJECT**

This document describes the terms and conditions of the Software license and abonnement to user support and maintenance of the Cards & Data Software - Articque Platform, called "SERENITY". The Software License provides access to the Cards & Data Software - Articque Platform. The SERENITY abonnement allows the Cards & Data USER to benefit from a constantly updated equipment and a personalized support with high added value. ARTICQUE guarantees the USER a real "réponse humaine" made by trainers who are both experts and pedagogues. In addition, each quarter, a telephone slot (of one hour) of support on the subject of his choice can be reserved.

## **6. CONTRACTUAL TERMS AND CONDITIONS**

The nullity of a contractual clause does not entail the nullity of the general terms and conditions, with the exception of that of a decisive clause which led one of the parties to contract.

## **7. MODIFICATION**

ARTICQUE reserves the right to modify the present general terms and conditions subject to informing the Customers individually.

These modifications shall be applicable to current contracts on condition that the Customer, duly informed, has not expressed his disagreement within eight days.

## **II. Conclusion of the contract**

### **8. DESCRIPTION OF THE SERVICES ORDERED**

The provision of services shall give rise to the drawing up of an estimate based on a detailed statement, in terms of quantity and price, of each service and/or each product necessary for its performance and (where applicable) the daily rate of labour, in particular for the commissioning of the service.

The list of products covered by the abonnement is explicitly mentioned in the Quotation/Order Form. Any product not mentioned will be deemed to be excluded from the abonnement.

### **9. DURATION AND CANCELLATION**

9.1. Unless otherwise provided for in the special terms and conditions, this contract shall come into force on the invoice date for a period of 36 months.

9.2 It shall be renewed by tacit agreement for an identical period of 36 months, unless terminated by either of the Parties by registered letter with acknowledgement of receipt, with 30 days' notice before the anniversary date.

9.3. In the event of termination of the contract by the customer outside the termination conditions provided for in article 9.2, the customer is required to pay the total amount that it would have had to pay if the contract had been up to its term, i.e. the totality of the remaining annuities to be paid.

### **10. FINAL NATURE OF THE ORDER**

The contract shall be definitively concluded on the date of signature of the commercial proposal.

Commitments and orders received by our services are only final after written confirmation from us by sending our acknowledgement of receipt and the proposal of a date of intervention.

#### **11. MODIFICATION OF THE ORDER**

As orders are final and irrevocable, any request for modification of the service ordered by the Customer must be submitted to ARTICQUE for acceptance.

#### **12. CANCELLATION OF THE ORDER**

In the event of unilateral cancellation after conclusion of the contract, the Customer shall be obliged to pay the price of the service ordered as cancellation costs. The contract cancellation fee is the balance of the order amount not yet paid. The cancellation fee shall be paid as a forfeit. Invoices shall be payable immediately.

### **III. Prices and terms of payment**

#### **13. PRICE ESTIMATES**

The provision of services shall give rise to the establishment of an estimate or quotation or commercial proposal.

The prices are only valid for the quantities, rates of completion and special conditions specified in each commercial proposal.

#### **14. PRICE**

Unless otherwise specified in the Special Terms and Conditions, the annual fee for the Software license and maintenance is specified in the commercial proposal.

This price includes all the costs incurred by the performance of maintenance services as described in the articles below

#### **15. TRAVEL COSTS**

As the solution is hosted on infrastructures belonging to the Customer, this price does not include on-site interventions which will have to be the subject of an additional estimate. This means that the Customer must provide ARTICQUE with technical interlocutors with the capacity to intervene on the installations and remote intervention methods.

ARTICQUE's travel costs to go to the place of the service are at the expense of the Customer. The expenses will be proposed in the quotation.

#### **16. CONDITIONS OF PAYMENT**

The cost of the annual fee for the license and maintenance of the Software is mentioned in the Quotation and is invoiced annually in advance, on the anniversary date of the contract.

Unless otherwise specified, payments shall be made under the following conditions: 100% of the term price to be paid, at the time of order for the first annual fee, and then on the anniversary date of the contract for the following annual royalties.

Payment shall be made exclusively by SEPA direct debit.

In addition to the annual fee, the CUSTOMER shall pay any tax or other levy in force on the date of invoicing as well as all communication costs related to remote maintenance and on-site travel expenses. Access, support and maintenance shall only be exercised if the USER is up to date with his payments.

ARTICQUE reserves the right to require from the Customer the guarantees it deems appropriate for the proper execution of the commitments made. Refusal to provide such guarantees shall entitle it to cancel all or part of the contract.

#### **17. PRICE REVISION**

The CUSTOMER undertakes to pay the annual flat-rate fee, the amount of which, defined in the Order Form, is fixed for three years from the date of entry into force of the Contract.

Prices are subject to revision each year by ARTICQUE, in particular according to the evolution of its costs and the market.

The applicable annual price, even during the course of the contract, will be revised at ARTICQUE's request to the CUSTOMER, without however being able to exceed the increase resulting from the application of the following formula:

$$P = P_0 \times S / S_0.$$

P = price after revision.

P<sub>0</sub> = initial price for the first revision, then price resulting from the previous revision for subsequent revisions.

S = most recent Syntec index published on the fee revision date.

S<sub>0</sub> = value of the Syntec index in force on the date the Contract was established for the first revision, then value of the Syntec index on the day of the previous revision for subsequent revisions.

In the event of the disappearance of either of the indices, the Parties shall agree on the new index or indices in order to establish a formula with comparable effect.

All invoices will be issued annually, in arrears, and will be payable in cash on their due date.

Beyond the commitment period and in the event of renewal of the Contract, a new base price proposal may be proposed for this new commitment period at ARTICQUE's request and sent to the Customer at least sixty days before the due date.

In addition to the annual fee, the CUSTOMER shall pay any tax or other tax in force on the date of invoicing, as well as all communication costs related to remote maintenance and on-site travel expenses.

## **18. BILLING**

The invoice shall be drawn up on the day the contract is concluded. Every invoice is drawn up in duplicate for any services provided and one copy is given to the Customer and the second copy is kept by ARTICQUE.

## **IV. Execution of the contract**

### **19. CONDITIONS FOR THE IMPLEMENTATION OF THE SERVICES**

#### **19.1. SERVICES**

ARTICQUE makes available to the CUSTOMER all the Services, the Applications of which are listed in the Order Form, for the duration provided for in this contract.

The Services are provided within the framework of a shared infrastructure using ARTICQUE's resources, subject to the CUSTOMER's compliance with the obligations incumbent upon it, in particular with regard to the payment of the price of connection to the network, without which no access to the Services is possible.

The CUSTOMER acknowledges having been informed by ARTICQUE of all the technical prerequisites necessary for the optimal functioning of the Services. The CUSTOMER is also informed that these prerequisites may change, in particular for technical reasons. If a change occurs during the course of the contract, the CUSTOMER will be informed in advance. All of the prerequisites and their possible modifications are accessible at <http://www.articque.com/portail-juridique/>.

The CUSTOMER may only use the Applications to which the Services give access within the framework of the said Services and in accordance with the terms of the License. It is responsible for the use of the Services by the Final Users. It is his responsibility to ensure that the Final Users respect the contractual conditions of access to the Services.

The CUSTOMER may not transfer in any way whatsoever the right to access the Services without the prior written consent of ARTICQUE.

The CUSTOMER undertakes not to allow unauthorized persons to access the Services and must ensure that each authorized person respects the confidentiality rules of his Identifiers.

Access to the Services is authorized for the number of Final Users named per site defined in the Order Form.

### 19.2. ACCESS TO SERVICES - AVAILABILITY

The Services are accessible by the CUSTOMER at any time, 24 hours a day, 7 days a week, with the exception of maintenance periods under the conditions defined below.

ARTICQUE guarantees an availability rate of 95% outside maintenance periods under the conditions defined below.

The access to the Services by the End Users is carried out, for each End User, using his identifiers from any fixed or portable computer, even not located in the CUSTOMER's premises.

Identifiers are assigned individually to each End User and a temporary password is automatically generated by sending an e-mail to the End User. It is the responsibility of each End User to change his password if he wishes to do so.

The CUSTOMER must ensure that the confidentiality of the Identifiers and passwords is respected by its End Users. Identifiers and passwords may only be used to allow access to the Services by End Users authorized by the CUSTOMER, in order to guarantee the security of the CUSTOMER's Data. Identifiers and passwords may not be communicated to third parties.

The CUSTOMER is solely and totally responsible for the use and confidentiality of the Identifiers and passwords and must ensure that only authorized persons have access to the Services. The CUSTOMER must inform ARTICQUE without delay if it notices a security flaw related in particular to the voluntary communication or misappropriation of Identifiers and passwords, so that ARTICQUE can take all appropriate measures without delay in order to remedy the security flaw.

In the event of loss or misappropriation of an Identifier and Password, a procedure for assigning new Identifiers and a new password is implemented by sending a new password by e-mail.

The CUSTOMER is informed that the connection to the services is made via the Internet network. It is warned of the technical hazards that may affect this network and lead to slowdowns or unavailability making connection impossible. ARTICQUE cannot be held responsible for difficulties in accessing the Services due to disturbances in the Internet network.

Access to the Services may be temporarily interrupted for reasons of necessity related to the service and in particular in order to ensure the maintenance of ARTICQUE's servers. In this case, the CUSTOMER will be informed by email to the address communicated to ARTICQUE at least 48 hours in advance.

The interruption of the Services due to maintenance cannot exceed 24 hours.

In the event of a security flaw detected by ARTICQUE that could seriously compromise the security of the Services and the CUSTOMER's Data, ARTICQUE may, without prior notice, temporarily interrupt the Services in order to remedy the security flaw as soon as possible. In this case, the CUSTOMER may not claim any indemnity or hold ARTICQUE liable for any reason whatsoever.

### 19.3. VOLUMETRY

The storage volume available to the CUSTOMER is mentioned in the Order Form. If the storage volume is exceeded, the CUSTOMER will be immediately informed and will be able to go back below the initial storage volume to record new data. Otherwise, the CUSTOMER is invited to contact ARTICQUE in order to be offered another storage solution.

## 20. LICENSE

The conditions of use of the Appliances are described below. This is a non-exclusive grant by ARTICQUE to the CUSTOMER of rights to use the Software.

### 20.1. RIGHTS TO USE THE SOFTWARE

The Software user license, granted under the Agreement and for its duration, allows the CUSTOMER and the other entities of its group to use the Software in accordance with its intended purpose and for its own configuration needs.

The user must obligatorily belong to the legal structure of the CUSTOMER, in particular via a subordination link. For any other use of the Software, special conditions will have to be considered with the agreement of ARTICQUE.

The CUSTOMER :

- undertakes to use the Services only in accordance with its professional purpose, i.e. in accordance with its Documentation and for the exclusive professional needs of its activity;
- guarantees that the Final Users will respect the present Contract;
- is exclusively responsible for the content disseminated and/or downloaded via the Services and assumes full responsibility for the accuracy, integrity and legality of the CUSTOMER Data transmitted to ARTICQUE as part of the Service. In particular, in view of the authorized use of the Service by the CUSTOMER, the CUSTOMER shall refrain from sending or storing data of a non-professional nature and, more generally, data of an illicit, obscene, defamatory or illegal nature or in violation of the rights of a third party, the protection of minors or privacy;
- undertakes not to distribute the Service, exploit it for commercial purposes, make it available to third parties or rent it unless otherwise specified in the corresponding Order Form;
- undertakes not to alter or disrupt the integrity or performance of the Service or the data contained therein;
- not to attempt to gain unauthorised access to the Service or to the systems or networks associated with it.

Apart from and without prejudice to the rights granted in the present article above, the CUSTOMER is not authorized hereunder to :

- copy, print, transfer, transmit or display all or part of the Software;
- sell, rent, lease, sub-license or distribute the Software in any way whatsoever;
- use the Software to provide data processing, office services, time-sharing or other similar services of any nature whatsoever to any other individual, company or entity;
- modify the Software and/or merge all or part of the Software into other computer programs;
- compile, decompile, disassemble, translate, analyze, reverse engineer or attempt to reverse engineer the Software, except to the extent permitted by law.

It is expressly agreed that the CUSTOMER shall refrain from correcting any anomaly whatsoever by itself, ARTICQUE reserving this right alone.

ARTICQUE holds all applicable intellectual property rights relating to the Service or declares, when a third party holds the intellectual property, that it has obtained from this third party the right to market or distribute the Service. This Contract does not confer on the CUSTOMER any property right relating to the Service, its technology or the intellectual property rights held by ARTICQUE or a third party.

The CUSTOMER is prohibited from interfering in any way whatsoever with the Service and in particular from using the Service in a manner that is not in accordance with its purpose and the conditions set forth in the Contract. Consequently, the CUSTOMER shall refrain from reverse engineering the Service in order to develop a competing product or service and/or from copying, reproducing any functionalities, functions or graphic attributes of the Service.

## 20.2. SOFTWARE EXECUTION PROCEDURES

The Service will be used by the CUSTOMER under its sole control, direction and responsibility.

Therefore, are the responsibility of the CUSTOMER:

- the implementation of all processes and useful measures intended to protect its User Workstations, its hardware, software packages, software, passwords, in particular against any virus and intrusions;
- compliance with the latest updated version of the Technical Requirements in order to avoid harmful consequences such as slowdowns, blockages, data alterations;
- the choice of the Internet access provider or telecommunications medium, the CUSTOMER having to take care of the administrative requests and take out the necessary abonnements, the cost of which it will bear;
- the appointment, among its staff, of a privileged contact of ARTICQUE acting as administrator, for the CUSTOMER, of the Services and in particular for the security aspects;

- the use of the identifiers and access codes given to it by ARTICQUE during the execution of the Service. It will ensure that no person not authorized by it has access to the Service;
- errors committed by its personnel in the use of the Service and the procedures that enable it to connect to the Service, particularly concerning the means of access and internet navigation.

ARTICQUE shall be released from any liability concerning the nature, content of the CUSTOMER's information or data and the use made of it. Likewise, ARTICQUE shall be released from any liability concerning the quality and electronic transmission of data when they use the telecommunications networks and more generally the quality and reliability of the telecommunications links between the User Workstations and the Service access point.

### **20.3. DELIVERY**

Delivery takes place on the date of signature of this Contract, after payment of the price and communication of the names and email addresses of the End Users for account creation.

### **20.4. GUARANTEE OF EVICTION**

ARTICQUE guarantees to the CUSTOMER a peaceful enjoyment of the Software, of his personal fact.

As such, ARTICQUE undertakes to defend the CUSTOMER at its own expense against any action for infringement of copyright or other intellectual property rights brought by a third party, and relating to the Software, provided that the CUSTOMER has been notified immediately in writing and that the alleged infringement is not caused by the CUSTOMER.

ARTICQUE shall have sole control over the manner in which the action is conducted and shall have full discretion to settle or pursue any proceedings of its choice. The CUSTOMER shall provide all the information, elements and assistance necessary to ARTICQUE to enable it to carry out its defense or to reach a settlement agreement.

If all or part of the Software is found by a final court decision to constitute an infringement, or if ARTICQUE considers that it is likely that the Software, in whole or in part, is considered to be infringing, ARTICQUE may, at its option, either provide the CUSTOMER with non-infringing software having the same functionalities, or obtain the right for the CUSTOMER to continue to use and exploit said Software, or refund the CUSTOMER the price received under this Agreement.

## **21. CONTENTS OF THE SERENITY ABONNEMENT**

### **21.1. TECHNICAL SUPPORT AND USER ASSISTANCE**

With a SERENITY service, the user benefits from complete level 1 support:

- technical assistance to diagnose and manage any technical difficulties he may encounter.
- methodological, cartographic or statistical advice to accompany him/her in the best possible way in the use of Cartes & Données functionalities in his/her context.

ARTICQUE recommends that the USER undergoes initial training and each major update in order to facilitate its use, it being understood that this abonnement service does not constitute training.

Similarly, the use of level 2 technical support is excluded from the level 1 support and assistance service.

Level 2 Technical Support includes:

- Support for Administrators and Super-Administrators users for any question concerning the installation of Articque Platform and the configuration of its technical components (Webservice / Web Application / Database) and the technical administration of the Platform.
- User support for Administrators and Super-Administrators in case of technical problems regarding the installation of Articque Platform or its technical components (Webservice / Web Application / Database).

These services require the use of "level 2 technical support" tickets which are invoiced in addition and whose stock is to be renewed as required.

### **21.2. MAINTENANCE OF THE HANDOVER**

During the first meeting from "prise to main", the advisors can accompany the USER to make "pas à pas" the first map and to present the operating mode of Maps & Data.

### 21.3. QUARTERLY ADVISORY MEETINGS

Each quarter, ARTICQUE offers the USER a one-hour telephone interview on the subject of his choice (according to the schedule of our trainers) in order to accompany him in an approach to optimize the software used. An interview, not used, one quarter cannot be postponed to the following quarters and will be considered as used.

### 21.4. UPDATES

Improvements to the software are updated annually. The USER will have this update at no extra cost, on the products covered by his abonnement.

ARTICQUE provides the CUSTOMER with a package containing the update of the products covered by his abonnement with installation instructions. The CUSTOMER has a maximum of 6 months to put the latest version delivered into production. During this period, the helpdesk will also continue to provide assistance on the current version. Beyond this 6-month period, ARTICQUE technical support will only apply to the latest version.

## 22. EXCLUSIONS FROM THE SERENITY ABONNEMENT

Cannot under any circumstances be included in the SERENITY ABONNEMENT:

- Diagnosis and resolution of malfunctions related to hosting and the hardware, system and network infrastructure set up by the Customer.
- The correction of possible faults outside the update programs provided by the IT department of ARTICQUE ;
- The response to malfunctions reported but not reproduced by ARTICQUE's advisers;
- The reconstitution of files in case of accidental destruction;
- The development of new programs;
- Additions or modifications to existing programs not imposed by a change in the regulations in force;
- The training of the CUSTOMER's staff working on the system;
- Operating work;
- Backups of files and operating data;
- Software other than those specified that would work in chaining with them;
- The specified software which would have been modified by others than ARTICQUE ;
- Equipment, accessories and supplies;
- Modifications to be made to the software for use on hardware other than that specified.
- All subjects falling within the scope of training, consulting or service provision.
- Under no circumstances can the content of the Technical Support level 2 be included in the SERENITY level 1 abonnement, namely :
- Support for Administrators and Super-Administrators users for any question concerning the installation of Articque Platform and the configuration of its technical components (Webservice / Web Application / Database) and the technical administration of the Platform.
- User support for Administrators and Super-Administrators in case of technical problems regarding the installation of Articque Platform or its technical components (Webservice / Web Application / Database).

## 23. CONDITIONS OF INTERVENTION

21.1 The USER shall submit requests for assistance or advice by e-mail to support@articque.com or by telephone via a dedicated, non surcharged number: +33 (0)2 47 49 70 50.

21.2 The service is accessible during the company's opening hours: on working days from 9.00 to 12.15 and from 14.00 to 18.00 (17.00 on Fridays) - CET (Central European Time)

21.3 This abonnement does not provide for the medium to make technical calls to the USER, nor does it provide for physical travel to the USER's premises.

21.4. The maximum response time is two working days, within the company's opening periods. Any requirement for a reduced response time will be subject to additional charges.

21.5. The languages used to deliver this technical support are English and French.

## **24. DATA**

### **24.1. DATA OWNERSHIP**

The CUSTOMER is the sole owner of the rights to the Data processed within the framework of the Services.

The CUSTOMER grants ARTICQUE a non-exclusive, worldwide, free and non-transferable license to host, cache, copy and display the said Data for the sole purpose of performing the Services and exclusively in association with or on the occasion of the Services.

This license shall automatically terminate upon termination of this Agreement, unless it is necessary to continue hosting the Data and processing it, in particular in the context of the implementation of Data Recovery operations.

The CUSTOMER declares and guarantees that it has all the authorisations required to use the Data within the framework of the Services and that it may freely grant a licence under the terms set out above in ARTICQUE The CUSTOMER further declares and guarantees that by creating, installing or downloading the Data within the framework of the Services, it does not exceed any right that may have been granted to it on all or part of the Data and that it does not infringe upon the rights of third parties.

The CUSTOMER undertakes to indemnify ARTICQUE for all the financial consequences that ARTICQUE may be required to bear due to a breach by the CUSTOMER of the aforementioned guarantees concerning the Data.

The CUSTOMER shall take care not to place Data on the occasion of the use of the Services that would require ARTICQUE to comply with specific laws or regulations other than those expressly provided for in the Contract.

### **24.2. ACCESS TO DATA**

The CUSTOMER Data is located in one or more sites located in France unless otherwise stipulated in the Order Form (hereinafter the "Data Location Country").

As soon as the Personal Data are :

- collected by the CUSTOMER outside the Country where the data is located before being transferred there under the Service, and/or
- transferred by the CUSTOMER, or by ARTICQUE on the instructions of the CUSTOMER, outside the Country where the data is located, it is the responsibility of the CUSTOMER to ensure that the collection, processing and/or transfer of Personal Data in the Country where the data is located is authorised by the applicable local legislation or, failing this, and where it is legally possible to regulate these transfers by means of appropriate legal tools.

When the Country of location of the data is France, ARTICQUE undertakes not to transfer the sites where the CUSTOMER Data is located outside of France without the prior consent of the CUSTOMER.

### **24.3. NON-USE OF CUSTOMER DATA**

The CUSTOMER is and remains responsible for the CUSTOMER Data.

Except for the use described in article 24.4, ARTICQUE shall refrain from using, modifying, assigning or transferring to a third party, in whole or in part, whether in return for payment or free of charge, the CUSTOMER Data that may have been communicated to it by the CUSTOMER during the execution of the Service.

### **24.4. USE OF STATISTICAL INFORMATION**

As an exception to article 24.3, ARTICQUE's commitment not to use the CUSTOMER Data will not concern the operations necessary for ARTICQUE to establish its invoices and usage statistics and to provide any explanation concerning the execution of the Service.

Also, ARTICQUE may compile aggregated and anonymized statistical information and may make it public provided that it does not identify the CLIENT's confidential information and does not include any directly or indirectly nominative data. ARTICQUE retains all intellectual property rights on the results of such statistical processing.

#### **24.5. DECLARATION RELATING TO CUSTOMER DATA**

It is reminded that, in the sense of the French law n° 78-17 of January 6, 1978, called the "Informatique et libertés" law, and the European Parliament and Council Regulation (EU) 2016/679 of April 27, 2016, ARTICQUE acts as a subcontractor, on the instructions of the CUSTOMER, who is qualified as the person responsible for the processing of Personal Data implemented through the Service.

Consequently, the CUSTOMER is informed that it is its sole responsibility to take the steps, make the declarations and request the authorizations provided for by the laws and regulations in force concerning any processing it carries out and the data it processes using the Service. More generally, it is the CUSTOMER's responsibility to comply with any applicable local legislation requiring a special administrative declaration procedure relating to Personal Data. The CUSTOMER guarantees that it will comply with all of its obligations under the French Data Protection Act and/or applicable local legislation relating to Personal Data.

#### **24.6. COMMUNICATION OF CUSTOMER DATA**

Access to the Data is reserved to the CUSTOMER only.

The CUSTOMER is informed and accepts that ARTICQUE may access its Data during the Assistance, Training and Consulting Services or any other service requested by the CUSTOMER who requires it.

The CUSTOMER is informed and accepts that ARTICQUE may access its Data and transmit them upon request of an administrative or judicial authority entitled to access the Data.

Unless the said requisition prevents ARTICQUE from doing so, ARTICQUE shall inform the CLIENT without delay of the existence of the requisition and of the Data that has been transmitted.

#### **24.7. ACCESSIBILITY AND SECURITY OF DATA, PERSONAL DATA AND SENSIBLE DATA**

In order to guarantee the confidentiality of data in transit between the User Workstation and the Service access point all connections are secured. The data flows, which use non-secure telecommunications networks, use recognised security protocols such as HTTPS (based on SSL/TLS Secure Socket Layer/Transport Layer Security or SFTP (based on Secure Shell - SSH).

ARTICQUE strictly prohibits the CUSTOMER from using and processing Sensible Data.

The CUSTOMER is solely responsible for the creation, selection, design and use of the Data by the End Users within the framework of the Services. It is also solely responsible for the collection and processing of Personal Data and Sensitive Data by Final Users. When the legislation to which the CUSTOMER is subject requires the prior authorization of the persons whose Personal Data is processed or when the said legislation places a set of obligations on the person called upon to process this Personal Data, it is the sole responsibility of the CUSTOMER and under its sole responsibility to comply with the applicable legislative provisions and to obtain any prior authorizations.

The CUSTOMER acknowledges that ARTICQUE has no control over the transfer of Data via the public telecommunication networks used by the CUSTOMER to access the Services, in particular the Internet. The CUSTOMER acknowledges and accepts that ARTICQUE cannot guarantee the confidentiality of the Data during the transfer of the same on the said public networks. Consequently, ARTICQUE may not be held liable in any way whatsoever in the event of misappropriation, capture, corruption of Data, or any other event likely to affect the Data, occurring at the time of their transfer on the public telecommunication networks. For the purposes of this clause, the term Data includes Sensible Data and Personal Data.

ARTICQUE recommends the CUSTOMER to use Personal Data only in case of absolute necessity of processing and to use codes as far as possible for the processing of such Personal Data.

Should the CUSTOMER's data require additional measures to those provided for in the description of the Services, the CUSTOMER should contact ARTICQUE to study another solution.

## **25. DATA RECOVERY**

### **25.1. DEFINITION OF RECOVERY OPERATIONS**

Upon expiration of the Services and/or termination of the Contract, access to the Services is closed on the last day of the Service or on the day of termination of the Contract.

The CUSTOMER must have, before this deadline, recovered its CUSTOMER Data accessible through the functionalities of the Services or have requested from ARTICQUE the return of a copy of the last backup of the CUSTOMER Data.

### **25.2. TIME LIMIT AND CONDITIONS OF RECOVERY**

These Recovery operations will take place during the term of the contract or within 15 days in case of faulty termination.

Unless otherwise stipulated in the Order Form, this restitution will be carried out in a standard market format chosen by ARTICQUE and will be made available to the CUSTOMER in the form of a download or, if the volume is too large, by sending an external medium, as part of a service that is billable within the limit of the cost of the external medium and its secure sending.

Unless otherwise stipulated in the Order Form, as of the thirtieth (30th) day from the day the Service expires or the Contract is terminated, the process of deletion of the CUSTOMER Data will be initiated in order to make them unusable.

This deletion will be carried out on the production data as well as on the backed up data and this, according to the retention periods of the backups.

## **26. SECURITY AUDIT**

Unless otherwise agreed, the CUSTOMER shall be authorised to carry out or have carried out a security audit throughout the performance of the Contract. This audit may be carried out by one (or more) recognized expert(s) in its (their) field of competence that the CUSTOMER chooses to designate. The persons having to carry out the audit operations must comply with the health and safety rules in force at ARTICQUE, which may ask them to identify themselves permanently during the operations, in particular by wearing a badge. The persons in charge of the audit will remain under the sole hierarchical responsibility of their employer. This security audit is carried out at the exclusive expense of the CUSTOMER. The CUSTOMER must inform ARTICQUE of the occurrence of this audit by registered mail at least 30 days in advance.

## **27. OBLIGATIONS OF THE CUSTOMER AND THE USER**

27.1. THE CUSTOMER must ensure that Articque Platform's accesses are distributed to authorized USERS, in accordance with the rights of use previously acquired from ARTICQUE. The USER undertakes to keep its accesses confidential and not to communicate them to a third party.

27.2. The USER undertakes to respect the normal conditions of use of the software, to strictly apply the instructions given by ARTICQUE and to comply with all the provisions of this abonnement.

27.3. As the assistant service is shared for all CUSTOMERS under abonnement, it is important that telephone calls do not exceed 20 minutes.

27.4. The USER undertakes to seek the answer to his question by himself before contacting the Support service, by consulting all the documentation provided by ARTICQUE (in particular: online help, FAQ, tutorials, etc.). The USER may be asked to provide a screenshot and/or an example of a working document concerned by the reported malfunction.

27.5. In the event of failure to comply with any of the provisions of this abonnement or the obligations set out herein, ARTICQUE may terminate this abonnement with one month's notice.

## **28. COMPLIANCE**

In accordance with the general principles of Contract Law, ARTICQUE undertakes to provide the service requested in accordance with the contractual provisions (and not with the expected results unless otherwise stipulated) for the performance of which it is subject to an obligation of means.

### **29. OBLIGATION OF ADVICE AND INFORMATION**

ARTICQUE is bound by an obligation to provide information and advice to its Customer on any service concerning its person or property. This obligation is presumed to have been fulfilled before at the latest when the commercial proposal is presented to the Customer.

The Customer is obliged to provide information to ARTICQUE in order to allow him to carry out his service in good conditions ( delivery of documents necessary for the realization of the service, privileged interlocutors, facilitated access for the realization of the service...).

### **30. OBLIGATION OF CONFIDENTIALITY**

ARTICQUE and the Customer shall refrain from disclosing any information relating to the other party or to their property to which they may have had access in the performance of the services which are the subject of the commercial proposal.

The Parties shall consider as strictly confidential and shall refrain from disclosing to third parties to this contract, in particular any information given which they may have knowledge of both during negotiations and in the course of this contract.

For the application of this clause, the Parties shall be liable in particular for their employees, suppliers and other partners as they are liable for themselves. It is incumbent on them to take all necessary precautions to this end.

However, the parties shall not be held liable for any disclosure if the elements disclosed were in the public domain or if they knew of them or obtained them from third parties by legitimate means.

### **31. GUARANTEES**

31.1. ARTICQUE does not guarantee that the Service is free of all defects or contingencies, but undertakes exclusively to remedy, with all reasonable diligence, any reproducible malfunctions of the Service observed in relation to its Documentation. This guarantee of conformity cannot be extended to a guarantee of conformity to the specific needs or specific activity of a CUSTOMER or a User. ARTICQUE does not guarantee the ability of the Service to achieve the objectives or results that the CUSTOMER may have set itself and/or to perform specific tasks that may have motivated its decision to enter into this Contract. It is therefore incumbent upon the CUSTOMER or any third party mandated by the CLIENT for this purpose to ensure that the Service meets its needs or its specific activity in the territory where the Service is used. To the extent permitted by law, any warranty other than those expressed in this article are expressly excluded.

31.2. ARTICQUE makes no other express or implied warranties with respect to the Services, including, without limitation, any implied warranty of merchantability or fitness of the Software for a particular purpose. ARTICQUE does not guarantee the results of the Services and is only bound by an obligation of means. It does not guarantee that the functionalities of the Services meet the CUSTOMER's requirements. The Parties acknowledge that Software may contain errors and that not all errors are economically rectifiable or that it is not always necessary to correct them. ARTICQUE therefore does not guarantee that all failures or errors in the Applications will be corrected.

ARTICQUE exclusively guarantees the Software's compliance with the functional and technical characteristics appearing in the documentation provided to the CUSTOMER under the Contract and its updates.

31.3. ARTICQUE does not guarantee that the Software is free of anomalies and that its operation will be uninterrupted. Consequently, the CUSTOMER is reminded that it is its responsibility to take all steps to establish appropriate troubleshooting plans and to take all appropriate measures to minimise the harmful consequences related in particular to a possible interruption in operation or a possible loss of data generated by the Software as a result of its use.

## **V. Non-execution of the contract**

### **32. LIMITATIONS OF LIABILITY**

32.1. ARTICQUE cannot be held liable in the event of non-execution or poor execution of its obligations which is due, either to the Customer's fault, or to the insurmountable and unforeseeable fact of a third party to the contract, or to a case of "force majeure". Among the situations falling within the scope of this limitation of liability: poor maintenance of the Customer's installations, damage suffered by the Customer on his installations following any intervention in the event of recommendations of ARTICQUE not followed by the Customer, particularly for interventions on non-compliant installations or by a third party...

32.2. The Customer (or its representatives) waives the right to seek ARTICQUE's liability in the event of damage to the files or data used or any other document that it may have directly or indirectly entrusted to it.

32.3. ARTICQUE cannot be held responsible for the direct or indirect consequences of breakdowns (loss of time, operating loss, destruction of data or the Software Package, etc.). ARTICQUE also disclaims any liability for material damage that may affect the buildings, installations, equipment, furniture of the Customer (or its representatives).

32.4. In addition, ARTICQUE excludes all liability on any grounds whatsoever for indirect damages such as loss of profit, commercial or financial prejudice, increase in overheads, consequence of recourse by third parties or loss originating from or being the consequence of this Contract, even if ARTICQUE has been notified in advance, as well as damages caused to persons or property distinct from the object of the Contract. The Customer (or its representatives) agrees that ARTICQUE shall not be liable for any claims that the Customer (or its representatives) may suffer; for any claims or complaints made against the Customer (or its representatives) by any third party whatsoever.

32.5. ARTICQUE shall not be held liable under any circumstances:

- the use of the Services in a way not provided for in the user documentation or in a way not expressly authorized by the present Contract;
- modification of all or part of the Applications or information accessible via the Services not carried out by ARTICQUE or by one of the Agreed Service Providers designated by the latter;
- the use of all or part of the Services when ARTICQUE, following a difficulty or for any other reason whatsoever, had recommended that its use be suspended;
- the use of the Services in an environment or configuration that does not comply with ARTICQUE's technical prerequisites, or in connection with third party programs or data not expressly endorsed by ARTICQUE;
- loss of the CUSTOMER's data following an intervention by ARTICQUE or a third party service provider designated by the CUSTOMER or by ARTICQUE, when the CUSTOMER has not taken the precaution of backing up its data prior to this intervention when requested to do so;
- the occurrence of any damage resulting from a fault or negligence of the CUSTOMER, or that the CUSTOMER could have avoided by calling upon the advice of ARTICQUE;
- the use in connection with the Services of programs not provided or endorsed by ARTICQUE and likely to affect the CUSTOMER's Services or Data.

32.5. ARTICQUE may only be held liable for its own actions, or those of its collaborators, in the case of acts performed by it or by its collaborators in the context of the performance of the Contract and only in the event that a causal link is established between the alleged prejudice and ARTICQUE's heavy fault.

32.6. Apart from these grounds for exoneration, the liability incurred under ordinary law depends on whether ARTICQUE's obligations are classified as an obligation of result or as an obligation of means.

32.7. In the event that ARTICQUE's liability is engaged on any grounds whatsoever, this liability shall be limited to direct damages, excluding indirect damages, and capped at the amount of the duties actually paid for the current year of the event giving rise to the engagement of its liability under this contract, whatever the legal foundation of the claim and the procedure used to bring it to a successful conclusion.

### **33. RESPONSIBILITY OF THE CLIENT AND PENALTY CLAUSE**

33.1. If payment is not made by the due date, ARTICQUE reserves the right to suspend the execution of the services in progress and the Customer shall be given formal notice by registered letter with acknowledgement of receipt to execute payment of the balance of the commitment within eight days from the date of receipt of the letter of formal notice. As a penalty, the Customer shall forfeit the term of the contract.

33.2 In the event of late payment and after formal notice, any sum not paid by the due date shall, as from that date, be subject to penalties of 30% of the total amount of the invoice including VAT, with a minimum of 500 euros under the applicable penalty clause due to the loss suffered as a result of the delay, in addition to a legal penalty for collection costs of 40 euros excluding taxes in accordance with the French Commercial Code.

33.3. The non-payment of an invoice in accordance with the contractual conditions entails, in addition to the suspension of any work still to be carried out, the immediate forfeiture of the term for the totality of ARTICQUE's receivables. It is expressly agreed, without the need for formal notice, that any sum not paid by the buyer on its due date, either because of the buyer's failure to pay, or following an agreed extension, will automatically bear interest until full payment, at a rate equal to five times the interest rate applied by the European Central Bank to its most recent refinancing operation. TVA will be added to the amount of interest at the nominal rate. The special terms of payment in force shall be specified at the time of each commercial proposal.

33.4. When collection proceedings are necessary, the Customer shall be liable for all costs incurred by the contentious collection of the sums due, including legal officers' fees, without this being contrary to article L111-8 of the French Code of Civil Enforcement Procedures.

33.5. In addition, when the buyer's credit deteriorates, we reserve the right, even after partial shipment of an order, to require the buyer to provide the guarantees we deem appropriate for the proper performance of the commitments made. Refusal to do so gives us the right to cancel all or part of the contract.

#### **34. FORCE MAJEURE AND RENEGOTIATION**

34.1. The Parties may not be held liable for the non-execution of their obligations provided for in this contract, if such non-execution is due to force majeure, as determined according to the criteria of the case law of the French courts and tribunals. The following in particular are considered to be cases of force majeure: strikes, fires, floods, serious accidents involving equipment and tools, wars, epidemics, delays and/or interruptions in transport (customs control, crash, shipwreck or derailment of the train), theft and/or hijacking or any modification, from the day of the order, of the customs or quota regimes for the export or import of components.

34.2 The Party which invokes a case of force majeure must, as soon as it occurs, notify the other Party by registered letter and indicate its nature and characteristics. As far as possible, it shall also inform the other Party of the period of time during which it considers that it will not be able to fulfil its obligations. In the event of force majeure, the Party in question shall, without having to pay any compensation, be released from its obligations as long as the cause of the said force majeure has not ceased. The obligations thus suspended shall be performed again as soon as the cause of non-performance has ceased.

34.3. The parties consider that due to the duration of the present contract, circumstances unknown to the parties at the time of its signature, including changes of a legislative, regulatory or fiscal nature, may arise during its execution. If, as a result of circumstances, the economy of the contractual relationship should be modified to the point of making it prejudicial for one of the parties to perform its obligations: exaggerated material prejudice, appreciable rupture of the relative position of the parties, charges significantly heavier than those provided for at the time of signature of this contract... Also, if such a case should occur, the parties will consult each other and will use their best efforts to, jointly, modify or complete this contract, in order to allow the continuation of their relations. The party who suffers such an event shall notify the other within 8 days by electronic mail, confirmed by registered letter with acknowledgement of receipt, or with the means of communication available due to the situation, and the parties shall then consult on the action to be taken on the contract. In the event of disagreement between the parties, the contract is automatically terminated, by right, 30 calendar days after notification of the force majeure event if it persists at that time.

#### **35. RESILIATION OF THE CONTRACT AND RESOLUTIVE CLAUSE**

In the event of the Customer's failure to fulfil any of its obligations and eight days after formal notice to do so, ARTICQUE may suspend the performance of the services in progress and request the resiliation of the contract, without prejudice to damages and interest.

Resiliation of the contract will be pronounced by registered letter with acknowledgement of receipt and will be acquired by right and without legal formality.

From the moment the maintenance contract is terminated, the Customer remains free to use the Software Package in the last version installed at the time of termination.

Once the maintenance contract is terminated, the holder loses any possibility of updates or transfer to another service provider.

No further technical support can be provided in the event of termination of the maintenance contract.

## **VI. Other Provisions**

### **36. PROPERTY RIGHTS**

ARTICQUE retains ownership of all computer or other developments of which it is the author, with the obvious exception of files or data that it has processed on behalf of the Client. It alone may claim the know-how developed during its services.

### **37. CLAUSE OF DIFFUSION, COPY, DISCLOSURE OF THE SOFTWARE PACKAGE**

The Customer shall refrain from duplicating, copying or disclosing to third parties all or part of the delivered program.

### **38. CESSION AND DELEGATION**

The Parties may not cede all or part of this contract without the prior written authorization of the other Party, except for ARTICQUE in case of cession to any entity of the ARTICQUE Group.

### **39. SUB-CONTRACTING CONTRACT**

ARTICQUE may entrust a third party with the execution of all or part of the services. The sub-contractor shall be introduced to the Customer before the start of the execution of the work. The Customer may accept the imperfect delegation as a method of payment from the subcontractor.

### **40. DATA, DATA PROCESSING AND FREEDOMS**

ARTICQUE keeps data transmitted to it for internal management purposes. The law nevertheless grants a right of opposition, rectification and withdrawal with regard to this data which can be exercised at the address of its registered office.

It is specified that within the meaning of the law of 6 January 1978 as amended and the RGDP 2016/679, the Customer is the sole owner of the data and the person responsible for the processing of personal data that is processed via the Software Package. The Customer is solely responsible for the application of the regulations applicable to personal data. It is reminded that ARTICQUE has no possible access to this data. Furthermore, ARTICQUE informs the Customer that no data of a sensitive nature should be processed with the Software Package. Depending on their degree of responsibility, the parties undertake to implement and maintain at all times sufficient guarantees to preserve the confidentiality and security of the data and, in particular, to prevent them from being distorted, damaged or accessed by unauthorised third parties. In this respect, the parties undertake to comply with the above-mentioned provisions. To this end, the parties shall implement measures to control access to the processing and to secure data communications, such as the use of password procedures. In the event of recourse to a subcontractor, the parties undertake to include the same guarantees in the subcontracting contract and remain, in any event, responsible for compliance with these guarantees by their subcontractor.

### **41. COMPUTATION OF DELAYS**

Unless specifically provided for in an article of the Contract, all deadlines are clear and are counted in calendar days and run from the date of receipt of the notifications.

### **42. CONFLICT OF INTEREST**

ARTICQUE certifies that no conflict of interest can affect the proper performance of the Contract and, for the duration of the Contract, undertakes to take all necessary measures to avoid any conflict of interest.

#### **43. DIVERSITY**

Each Party shall ensure that it complies with the provisions of articles 225-1 and following of the Penal Code relating to discrimination.

#### **44. INDEPENDENCE OF THE PARTIES**

Neither Party may make a commitment in the name and on behalf of the other Party.

### **VII. Dispute resolution**

#### **45. COMPLAINTS**

All complaints should be addressed to the company's customer service department at the following address: info@articque.com.

No dispute regarding the payment of the service will be accepted after a period of 7 clear days from the date of issue of the invoice (the postmark being taken as proof). During this period, any dispute must be validly justified (supporting documents,...) in writing and will be carefully studied by the ARTICQUE company representative with the real aim of not harming the commercial relationship. Any complaint concerning an invoice must be addressed to the company's customer service department at the following address: 149 Avenue du Général de Gaulle - 37230 Fondettes.

#### **46. APPLICABLE LAW-ATTRIBUTION OF JURISDICTION**

This contract is written in French. This contract is governed by French law. The English version of the SERENITE ANNUAL ABONNEMENT CONDITIONS may be provided for information purposes only. However, in case of conflict, only the present SERENITE ANNUAL ABONNEMENT CONDITIONS written in French shall apply. In the event of a document previously signed by the USER, this writing will prevail over the current conditions validated by computer.

#### **47. COMPLIANCE WITH LAWS**

ARTICQUE shall comply with the legal and regulatory obligations applicable to it in its capacity as service provider under the law applicable to the contract. ARTICQUE shall not be required to assume the CUSTOMER's legal and administrative obligations, including those relating to the Services provided under the Contract. It is therefore up to the CUSTOMER to ensure compliance with the laws and regulations concerning it, without being able to seek ARTICQUE's liability.

The CUSTOMER, for its part, also undertakes to comply with the laws in force to which it is subject, either because of its nationality, or because of its geographical location. In particular, it shall ensure that it complies with the applicable provisions relating to the content of the Data so that no data contrary to the law may be processed by the services, such as Data likely, in particular, to condone crime or terrorism, Data relating to paedophilia and any other prohibited data.

Unless otherwise expressly stated in this Contract, the Services provided by ARTICQUE are intended for the country in which the CUSTOMER has declared its address at the beginning of this Contract. The use of the said Services by End Users who are not located in the country where the CUSTOMER has stated its address, although not expressly prohibited, provided that the contractual provisions are respected, shall in no case allow the CUSTOMER to assert its rights in a different country from the one to which the services are provided.

#### **48. JURISDICTION CLAUSE**

In the absence of an amicable agreement, all disputes or litigation concerning the interpretation and execution of the contract and these general conditions of service provision are within the jurisdiction of the courts of Tours.

This express attribution of jurisdiction also applies in the event of multiple defendants and for all claims, even incidental, for intervention or warranty claims.



Made in duplicate at Tours, on \_\_\_\_\_.

For the Client :

Company / Organization : \_\_\_\_\_

Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Acting quality of : \_\_\_\_\_

Signature preceded by the handwritten mention "good for agreement" and initials on each page:

For ARTICQUE: Surname: \_\_\_\_\_ First name: \_\_\_\_\_

Acting quality of : \_\_\_\_\_

Signature and initials on each page :