

KEEEX GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS: In these General Terms and Conditions of Sale, "**Acknowledgement of Receipt**" means the acknowledgement of receipt of the Customer's order, signed by a person duly authorised by **KeeexX**; "**Customer**" means the natural or legal person placing the order; "**Contract**" means the written agreement between **KeeexX** and the Customer for the provision of the Services; "**Quotation**" means the quotation, commercial proposal or technical proposal from **KeeexX** concerning the services covered by the Contract; "**Services**" means the services described in the Acknowledgement of Receipt from **KeeexX**; "**KeeexX**" means the **KeeexX** Company, signatory of the Acknowledgement of Receipt.

2. THE CONTRACT: All Customer orders must be made in writing and their acceptance by **KeeexX** is subject to **KeeexX**'s General Sales Conditions. The Contract is constituted by the acceptance of the Customer's order by **KeeexX**, materialised by **KeeexX**'s Acknowledgement of Receipt. The Contract contains the following **KeeexX** contractual documents ("the Contractual Documents"), listed in order of decreasing contractual priority: the Acknowledgement of Receipt, the General Sales Conditions, the provisions of **KeeexX**'s quotations, commercial or technical proposals. Any condition set by the Client or other mention not contained in the Contractual Documents of **KeeexX** or not expressly accepted in writing by **KeeexX** is unenforceable against **KeeexX**. The Contract comes into force on the date of acceptance of the Customer's order appearing on **KeeexX**'s Acknowledgement of Receipt.

3. PAYMENT: All sums billed to the Customer, including a subscription, are due and payable in full, regardless of the duration of use by the Customer of the Services. Unless otherwise specified in the **KeeexX** Contractual Documents, the Customer is required to pay all sums due within thirty days of the invoice date. For any delay in payment, late payment interest is automatically due on the unpaid amounts at the interest rate of the marginal lending facility of the European Central Bank in force during the period of delay, plus 7%. Without prejudice to its other rights, **KeeexX** reserves the right to suspend the performance of the Contract in the event of -non-payment of the sums due on the due date.

4. DELIVERY TIME: Unless otherwise specified in **KeeexX**'s Contract Documents, all delivery or performance times are from the effective date of the Contract and are indicative only, without any contractual obligation. If **KeeexX** is delayed or prevented from performing any of its contractual obligations due to acts or omissions of the Customer or its agents, or third parties (including but not limited to failure to provide specifications or any other information reasonably required by **KeeexX** for the prompt performance of its contractual obligations), the delivery or performance time and the price of the Services shall be revised accordingly by **KeeexX**.

5. FORCE MAJEURE: **KeeexX** may suspend the Contract, without compensation, if its performance is prevented or delayed for reasons beyond **KeeexX**'s control, in particular in the event of force majeure, war, riot, fire, explosion, accident, flood, sabotage, shortage or delays in the supply of water, gas, electricity, labour, means

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of transport, total or partial unavailability of all or part of the technical means useful for the provision of **Keeex**'s Services, in particular computer means or other means of communication; compliance with instructions, laws and regulations, government orders or measures, industrial action, strike, or formal notice. If performance of the Agreement or any part thereof -is suspended as a result of this Section for more than 30 consecutive calendar days, **Keeex** may cancel the remaining portion of the Agreement by written notice to the Customer, without compensation to the Customer.

6. WARRANTIES: The Services provided by **Keeex** are those expressly described in the Contractual Documents of **Keeex**. **Keeex** agrees to provide Services in accordance with the specifications defined in its contractual documents. **Keeex** can not be held responsible for defects due to the use of the Services, or in case of non-compliance with -the instructions of **Keeex**, modification not previously authorized in writing by **Keeex**. **Keeex** cannot guarantee the provision of Services in case of total or partial unavailability of all or part of the technical means useful to the provision of Services, including computer or other means of communication, or due to deficiencies resulting from the Customer or third parties. The warranty under this section constitutes the entire liability of **Keeex** under the Contract, and the only repairs and compensation that the Customer may claim under the warranty on the Services or for any other non-compliance under the Contract. This warranty is exclusive of any other warranty or remedy to which the Customer may be entitled in the event of a breach by **Keeex** of its obligations under the Agreement. All other warranties, implied or statutory, are excluded, including but not limited to, any commercial warranty or warranty of fitness of products or Services for a specific purpose.

7. INTELLECTUAL PROPERTY: **Keeex** retains ownership of the intellectual property rights attached to the Services. No intellectual property rights are granted hereunder, except the right for the Customer to use the Services in accordance with the Agreement. The Customer acquires no rights to the tools, processes, methods, or other know-how, used by **Keeex** or in the context of the Agreement or to which the Customer may have access. The Customer agrees not to make available to third parties, directly or indirectly, in any capacity, in any form and for any reason whatsoever, all or part of the intellectual property rights to which it may have had access in performance of the Agreement.

8. INTELLECTUAL PROPERTY INDEMNIFICATION: **Keeex** agrees to defend, under its sole control and direction, any action brought against the Customer claiming intellectual property rights as a result of the Customer's use of the Services pursuant to the Agreement, and to pay the costs and damages that may be claimed from the Customer under a judgment finding such infringement of intellectual property rights by the **Keeex** Services, provided that the Customer: (i) notifies **Keeex** in writing as soon as possible of an existing or future claim, (ii) provides **Keeex** with all the information and assistance necessary to defend and resolve the dispute, (iii) grants **Keeex** control of the procedure and decisions allowing the dispute to be brought to

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an end. In the event of a judgment finding an infringement of intellectual property rights pursuant to the preceding paragraph, **Keeex** agrees, at its sole discretion and expense, (i) to replace the infringing Service, (ii) to obtain the right for the Customer to continue to use the infringing Service, (iii) or to terminate the Agreement and reimburse to the Customer the sums paid by the Customer to **Keeex** for the exploitation of the infringing rights under the Agreement. **Keeex** cannot be held responsible if the infringement of intellectual property rights is founded or results from: (i) the use of the Service with a service or any other process which is not provided by **Keeex** to the Customer, (ii) a modification of the Service not carried out by **Keeex**, (iii) or the use of the Service with other infringing processes. **Keeex** shall not be liable to indemnify Customer under this section in the event that: (i) Customer has, without **Keeex**'s prior written consent, made any admission or taken any other action that may be prejudicial to **Keeex** in connection with any such claim or action, or (ii) the Services have been modified without **Keeex**'s prior written consent. This section defines the overall liability of **Keeex** and the sole remedy available to the Customer for infringement of intellectual property rights under the Agreement, which are exclusive of any other liability or remedy, direct or indirect, express or implied, statutory or conventional. **Keeex** shall in no event be liable for any direct or indirect, consequential or non-consequential damages, including commercial, technical or financial damages, resulting from the infringement of intellectual property rights under the Agreement. The Customer agrees to compensate **Keeex** for any expense or loss resulting from actions to claim an Intellectual Property right (patent, trademark, copyright, etc..) resulting from **Keeex** having complied with any specification or instruction of the Customer, and to defend **Keeex** in the event of an action brought against it, provided that **Keeex**: (i) notifies the Customer in writing of the action brought, and allows the Customer to resist the action with counsel of its choice, (ii) provides the Customer with all information, assistance and powers requested by the Customer and necessary for the defence and resolution of the dispute, at the Customer's expense.

9. LIABILITY: **Keeex** is expressly subject to an obligation of means. If **Keeex**'s responsibility is called into question, it will be limited to the guarantees provided by the Contract in the article "GUARANTEES". **Keeex**'s responsibility can only be engaged in the case of a proven contractual fault and established by a judge. If a pecuniary condemnation were to be pronounced against **Keeex**, and this, for any reason whatsoever, the condemnation of **Keeex** to damages is limited to the amount actually received by **Keeex** for the Services directly at the origin of the damage for which the responsibility of **Keeex** will have been found. In any case, each condemnation is limited to the amount actually collected by **Keeex** for the execution of the Contract in the year in which the incident or the difficulty having led to the responsibility is noted. The total condemnation of **Keeex** is limited, in a global way, to the sums actually collected by **Keeex** under the Contract. Notwithstanding any contrary provision in the Contract, are excluded from all claims for compensation, financial or commercial damages, loss of profits, orders, data, commercial disturbances, indirect damages or not directly consecutive or possible damages suffered by the Customer or by third parties, or the consequences of

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claims, complaints or other actions made by a third party against the Customer or **Keeex**.

10. MISCELLANEOUS: The Customer may terminate the Agreement with respect to all or part of the Services, provided that the Customer gives **Keeex** reasonable written notice of such termination and reimburses **Keeex for** all losses (including but not limited to loss of anticipated profits), damages and expenses, and lost profits to **Keeex** resulting from such termination. In particular, all sums invoiced in respect of subscriptions taken out by the Customer or lump sum invoicing will be payable by the Customer, regardless of the duration of use of the Services by the latter. If any article, paragraph or other provision of the Contract is declared invalid under the terms of the law, the said provision shall be deemed omitted without affecting the validity of the other provisions of the Contract. Customer may not assign its rights or obligations hereunder without the prior written consent of **Keeex**.

11. APPLICABLE LAW AND JURISDICTION

The Contract is governed by and subject to French law. ANY DISPUTE OR CONTROVERSY TO WHICH THIS CONTRACT MAY GIVE RISE, CONCERNING ITS VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, THEIR CONSEQUENCES AND THEIR CONSEQUENCES, WHICH COULD NOT BE THE SUBJECT OF AN AMICABLE AGREEMENT WITHIN A PERIOD OF THIRTY DAYS, SHALL BE SUBMITTED TO THE COMMERCIAL COURT IN THE JURISDICTION OF THE REGISTERED OFFICE OF KEEEX, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS AND THIRD PARTY CLAIMS.