GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES - *Ref. 2022.01.25*

PREAMBLE

The Service Provider, as defined below, is specialized in the publishing of SaaS mobility solutions and the provision of associated services. The Client, as defined below, wished to benefit from one or more of these solutions in the context of its activity.

These General Terms and Conditions for the Provision of Services (the "**T&Cs**") are applicable to the provision of IT solutions and associated services by GEOCONCEPT SAS, registered with the Trade and Companies Register of Nanterre under number 378 424 477 and having its registered office at 152/160 avenue Aristide Briand, 92220 Bagneux FRANCE (the "**Service Provider**"), to the Client, the contact details of which are given in the Acceptance. For the purposes of the T&Cs, the Service Provider and the Client may be referred to collectively as the "**Parties**", and individually as a "**Party**."

1.   DEFINITIONS

"**Subscription**" means the Client's right to access the Solution and to receive the associated services, namely, hosting, support and standard maintenance of the Solution.

"**Acceptance**" means any document constituting the order issued by the Client and accepted by the Service Provider. In particular, Acceptance may take the form of a purchase order from the Client and accepted by the Service Provider or the signature of the Service Provider's estimate by the Client.

"**Administrator(s)**" means the person(s) responsible of the Solution for the Client, its use, and in particular the management of Login for Users.

"**Anomaly**" means a defect in the Solution in the form of a permanent and repeatable malfunction, meaning an operation of the Solution that does not comply with its Documentation and is not attributable to misuse or modification of the Solution by the Client or any other person whether authorised or not.

"**Client**" means the entity referred to in the Acceptance.

"**General Terms and Conditions of Use**" means the general terms and conditions of use of the Solution that Users must comply with when using the Solution.

"**Contract**" means the contractual set made up of these T&Cs and the Acceptance.

"**Effective Date**" shall have the meaning ascribed to it in Article 3 of the T&Cs.

"**Documentation**" means all the documentation relating to the Solution delivered by the Service Provider to the Client.

"**Personal Data**" means any information relating to an identified or identifiable natural person, within the meaning of the GDPR.

"**Login**" means both the User's and Administrator's own usernames and the associated login password.

"**Price**" means the prices for the Services ordered by the Client, if applicable.

"**Fee**" means the price of the Subscription, calculated on the basis of the number of Users, the number of Resources and the Geographic Area, as specified in the Acceptance.

"**Resources**" means a person (technician, sales representative, etc.), a vehicle (car, truck, etc.), a mobile object, or any other element in respect of which the Solution optimises business planning, or using the Solution through the associated mobile application.

"**GDPR**" means the European Regulation 2016/679 on the protection of personal data and on the free movement of such data.

"**Services**" means the additional services provided to the Client by the Service Provider in addition to the Subscription, as described in Article 6, and as specifically designated in the Acceptance or in any other business proposal accepted by the Client after the signature of the Acceptance.

"**Solution**" means the software offering developed by the Service Provider in Software as a Service (SaaS) mode, as referred to in the Acceptance.

"**Users**" means the Client's employees and any natural persons who are employees of the Client's personnel or subcontractors, i.e., under the direct or indirect authority of the Client's directors and who exercise the right of use provided for in Article 4.

"**Geographic area**" means the geographic area for which the Client is authorised to use the Solution, the analyses and processing carried out by the Client with the Solution, being limited to the information included exclusively in this area (for example, a country or group of countries, a region, a city, etc.) as specified in the Acceptance.

2.   PURPOSE

The purpose of the T&Cs is to define the conditions under which the Service Provider provides the Customer with the Subscription and the Services.

The purchase of the Subscription and of the Services is realized through the Acceptance. The Acceptance implies express and unreserved acceptance of the terms and conditions of the T&Cs.

3.   TERM

The Contract shall enter into force on the date of Acceptance (the "**Effective Date**") and shall continue for a period of twelve (12) months from the start date of the Subscription, tacitly renewable for successive periods of twelve (12) months unless terminated by either Party by registered letter with acknowledgement of receipt sent at least three (3) months before the end of the current contractual period.

Notwithstanding the foregoing, it is expressly stipulated that the Sections "Confidentiality," "Intellectual Property," "Liability," and "Applicable Law - Jurisdiction," shall survive the termination of the Contract, regardless of the cause thereof.

4.   ACCESS TO THE SOLUTION

4.1   Provision of the Solution

On the Effective Date, and for the entire term of the Contract, the Service Provider undertakes to make the Solution accessible to the Client remotely via the Internet network.

The Service Provider grants to the Client, subject to payment of the Fee provided for in Section 7.1, the right to use the Solution under the conditions described below, to the exclusion of any other use, namely:

- in accordance with its intended purpose, as described in the Acceptance and the Documentation;

- for the number of Users and/or Resources, and for the Geographic Area indicated in the Acceptance;

- in accordance with the provisions hereof as well as to the prescriptions and instructions for safety, use and proper operation contained in the Documentation.

The right of access to the Solution is personal, non-exclusive, non-assignable and non-transferable. In this context, the Solution must be used solely for the Client's own and personal needs, to the exclusion of any other commercial, direct or indirect use, which is subject to the prior express consent of the Service Provider. As such, the Client may not under any circumstances provide the Solution to third parties in the form of a service bureau.
Any use not expressly authorised herein, or not in accordance with the purpose of the Solution or its Documentation, or the provisions of the Intellectual Property Code, is unlawful.
The Client must inform all persons working on its behalf of the general terms and conditions of use provided for herein. In this context, the Client shall take, with respect to any person working on its behalf, all necessary measures to ensure compliance with the conditions of exercise of the right of access provided herein.
The Client shall immediately take all necessary measures to stop any illegitimate use and shall inform the Service Provider in writing of any breach of which it becomes aware. The Client accepts that the Service Provider may carry out any audit operation to verify the appropriate use of the Solution.

4.2 Procedures for accessing the Solution and confidentiality of Logins

The Client must have Internet access allowing the Client to access the Solution. The Service Provider may not be held liable for interruptions of the Internet network reaching the Client.
The Service Provider will provide the Administrator appointed by the Client with a Login enabling the Administrator to access the Solution and to give additional access rights, where applicable, for Users. Logins are personal and confidential.
In this context, the Client must ensure that the Administrator and Users respect the confidentiality of the Logins. Logins may not be disclosed to third parties. In the event of loss, theft or unauthorised use of one or more Logins, the Client shall notify the Service Provider as soon as possible so that it may take any appropriate measure to ensure the security of the Solution.

Access to the Solution is subject to the prior acceptance of the General Terms and Conditions of Use by each User. The Client acknowledges that a Login will be reserved for the Service Provider in order to allow maintenance operations.

4.3 Availability of the Solution

The Solution will be accessible at any time, i.e.: 24 hours a day, 7 days a week, including Sundays and public holidays, with the exception of intervention or maintenance periods and subject to constraints related to the operation of the Internet.
These maintenance operations will be reported to the Client if an impact on the availability of the Solution is expected. The planning and organisation of these maintenance operations are managed by the Service

Provider without the Client being able to object to them. They will nevertheless be carried out in order to disturb the Users as little as possible.
Furthermore, the Client is warned of the technical risks inherent to the Internet, and of any interruptions of access that may result thereof. Consequently, the Service Provider shall not be held liable for any unavailability or slowdown of the Solution related to a malfunction of the Internet access between the Client's workstations and the Service Provider's infrastructure. Under no circumstances may the Service Provider be held liable for the potential impact of such unavailability on the Client's activities.

5. SUPPORT - EVOLUTIONS

5.1 Support

The Service Provider shall provide the Client with a support service via the Administrator, or in the absence or in case of multiple Administrators, via the preferred contact appointed by the Client.

The support includes:

- assistance with the reasonable use of the Solution;
- the handling of intervention requests, with the allocation of a ticket number;
- the diagnosis of the reported Anomaly;
- updates, patches or workaround solutions for the Solution, and the Anomaly, after analysis of the latter by the Service Provider.

On the other hand, the support excludes the Services referred to in Article 6.
It is specified that the Service Provider does not guarantee that all Anomalies will be corrected as part of the support.
Unless otherwise stated in the Acceptance, support is available from Monday to Thursday from 9am to 8pm and Friday from 9am to 5pm (CET), except on French public holidays via:

- a form available on the Service Provider's website to monitor the progress of the handling of technical support tickets (preferred method).
- by email to the address indicated in the Acceptance.

Furthermore, unless otherwise stated in the Acceptance, the Client may contact the Service Provider by phone at the number specified in the Acceptance from Monday to Friday from 9:15 am to 12:30 pm and from 1:45 pm to 5:45 pm (5pm on Friday), except on French public holidays.
These procedures for accessing support may change during the performance of the Contract in order to guarantee the best service to the Client, and in this case they will be communicated to the Client as soon as they are put in place.
The Service Provider may inform the Client of exceptional days of closure with a minimum period notice of one (1) month.
The telephone number and e-mail address sent to the Client by the Service Provider are strictly confidential and may only be used by the Administrator of the Service Provider in order to explain the occasional difficulties in using the Solution or the Anomalies they have observed.

In the event that the Service Provider finds that many support requests are issued by the Administrator, due to a lack of training by the Administrator or Users, the Service Provider reserves the right to limit the support provided until full training of the Administrator or Users.

5.2 Evolutions of the Solution

The Service Provider reserves the right to evolve the Solution. In the event of a substantial modification of the functionalities of the Solution, the Service Provider will inform the Client. The Client will benefit from evolutions to the Solution at no additional cost, with the exception of any evolution of the Solution which constitutes a new offer in the Service Provider's catalogue, which may be provided to the Client as an option, subject to modification of the Fee.

5.3 Client Support Obligations

In order for the Client to benefit from the service provided under the best conditions, it must:

- immediately inform the Service Provider of any Anomaly in the operation of the Solution;
- have a good knowledge of the Solution;
- communicate the conditions for the occurrence of the Anomaly and its description;
- collaborate to facilitate the Service Provider's analytical and advisory work by communicating all the information it holds such as the circumstances in which an Anomaly occurred, the operations carried out to remedy the Anomaly .

The Service Provider will no longer provide its maintenance services if it appears that the Client:

- commits errors of use that reveal a lack of knowledge of the Documentation, the online instructions or the usage guidelines communicated by the Service Provider;
- fails to comply with its obligations described in the T&Cs.

It is specified that the Service Provider's interventions shall be charged, at the rate in force, in the event of misuse of the Solution, in particular in the event of:

- error of use in relation to the Documentation, online instructions or usage guidelines communicated by the Service Provider;
- non-compliance with its obligations described in the T&Cs;
- Anomalies caused by errors found in the Client's data or by the improper configuration of the Client's data files.

6. SERVICES

The Client may order the following Services from the Service Provider, in addition to the Subscription:

(i) requests and interventions not covered by the support included in the Subscription:

- any request for assistance from Users;
- any request for configuration or interfacing of the Solution;
- any request of specific development related to a Client's need;
- any request for intervention relating to the Client's management rules and business processes, even if these rules/processes have been put in place during the provision of the Solution;
- any provision of information relating to the Client's internal processes or to any data;
- any intervention on the Solution installed on the Client's servers (if applicable);
- any intervention on the network or connecting modalities of the Client to the Solution;
- any request for integration of data within the Solution;

(ii) remote, e-learning or face-to-face training.

The Service Provider has no obligation to respond to any request from the Client relating to any functional or technical modification requiring specific development, particularly if it is not compatible with the structure of the Solution.

Any request for Service made by the Client will be subject to specific invoicing, separate from the Fee.

7. FINANCIAL TERMS AND CONDITIONS

7.1 Fee

The Fee is indicated in the Acceptance, in euros and is exclusive of tax and charges.
Payment of the Fee shall be made by direct debit in accordance with the signed direct debit mandate attached to the Acceptance.

Since the Fee is calculated according to the number of Users and/or Resources, and according to the Geographic Area, the Service Provider shall immediately inform the Client of any increase of its needs.
In this context, the Client accepts that the Service Provider may carry out inspections, including at the Customer's premises, to check if the Solution is used in accordance with the provisions hereof. The Client must enable by all means the conduct of such inspection.
In the event of an increase in the Client's need, the Service Provider will issue an additional invoice for the current Subscription taking into account any increase in the number of Resources, Users and/or any enlargement of the Geographic Area.

7.2 Price of Services

The Services will be invoiced on a man/day basis, based on the rates provided for in the Acceptance.

7.2.1 Travel expenses

Travel and accommodation expenses resulting from a Client's request are invoiced at actual costs.

7.2.2 Payment terms

The Subscription is invoiced on the Effective Date. Invoices are payable thirty (30) days from the date of invoice, to the bank account whose details are specified in the Acceptance.
The Services or equipment are invoiced on order and are payable on receipt of invoice.
In accordance with Article L.441-10 of the French Commercial Code, failure to pay an undisputed invoice on the due date shall result in the invoicing of late payment interest equal to three (3) times the legal interest rate, calculated per day of delay from the due date indicated on

the unpaid invoice until the date of actual payment, and a fixed indemnity in an amount set by Article D.441-5 of the French Commercial Code, namely forty (40) euros.

7.3 Price review

The Fee and the Price shall be automatically revised upon the annual renewal of the Subscription, according to the following formula:

Pn = Pn-1 * (Sn / Sn-1)

Pn = New Price
Pn-1 = price of the previous year
Sn = the latest Syntec Index of the month of ranking -4 in the calendar compared to the first month of the new annual period
Sn-1 = the latest Syntec Index of the month of ranking -16 in the calendar compared to the first month of the new annual period

Furthermore, the Service Provider reserves the right to update its pricing policy at any time, independent of the evolution of the Syntec Index, subject to the following provisions:

- the Prices and Fees applicable to the Client at the time of conclusion of the Client are guaranteed during the first year of the Subscription;

- the Client remains free not to accept the new pricing proposed by the Service Provider. In this context, the Client shall have the option of not renewing the Contract, subject to compliance with the notice period provided for in Article 3. In the event of non-renewal or in the absence of a decision on non-renewal, the new rates will be deemed accepted by the Client, and applicable to the Contract, on its renewal date.

7.4 Suspension of Subscription and Services

The Service Provider reserves the right, in the event of non-payment by the Client of one of the aforementioned invoices, after a formal notice of thirty (30) days tht remained without effect, to suspend access to all or part of the Solution until full payment is received by the Service Provider.

8. INTELLECTUAL PROPERTY

The Contract does not entail any transfer of ownership, including intellectual property rights between the Parties.
The Solution, its evolutions and any specific development related thereto, remain, in all circumstances, the entire and exclusive property of the Service Provider.
Furthermore, each Party remains the sole owner of its trademarks, names, logos, acronyms, graphics or other distinctive signs.

9. WARRANTY OF QUIET POSSESSION

The Service Provider warrants that it holds all the rights necessary to enter into the Contract and that neither the Solution nor the Services provided in performance of the Contract infringe any rights of third parties.
The Service Provider shall hold the Client harmless against any disturbance, and in particular against any claim or action by a third party alleging that all or part of the Solution infringes its intellectual property rights.

In that respect, the Service Provider shall bear all damages which the Client may be ordered to pay by a final court decision, as well as the reasonable costs incurred by the latter for its defence, provided however:

- that the Client has immediately notified the Service Provider in writing of the alleged breach;

- that it leaves the management of the defence and any negotiations with a view to a settlement to the Service Provider;

- that it fully cooperates with the Service Provider for such defence and negotiations.

10. NON-SOLICITATION OF STAFF

During the term of the Contract, and for a period of twelve (12) months after its expiry, for any reason whatsoever, the Client shall refrain from employing, directly or through an intermediary, any employee of the Service Provider, or its subcontractors, involved in the performance of the Services, regardless of his/her area of specialisation, even if such first request is initiated by the employee in question. In the event that the Client fails to comply with this commitment, it shall indemnify the Service Provider by immediately paying it a lump sum equal to twelve (12) months' gross salary of the employee in question.

11. LIABILITY

The Service Provider is bound by an obligation of means with respect to the Subscription and the Services.
In the event of a fault proven by the Client, the Service Provider shall only be liable for compensation of the direct and foreseeable damage due to the performance of the Contract for which the Client has provided proof. Consequently, the Service Provider may under no circumstances be held liable for indirect or unforeseeable loss or damage of the Client or of third parties, including in particular any lost profit, loss, inaccuracy or corruption of data, any commercial damage, any loss of turnover or profit, loss of customers, loss of opportunity, and any cost of obtaining a product, an alternative service or technology, in relation to or arising from the non-performance or wrongful performance of the Services.
The amount of damages that the Service Provider may be required to pay to the Customer during a calendar year is limited, all damages combined, to 50% of the amount of the Fee paid by the Customer to the Service Provider for the said calendar year.

12. PROTECTION OF PERSONAL DATA

For the purposes of this Article, the terms "process/processing," "data controller" and "data processor" have the meaning given to them in the GDPR.
In the context of the provision of the Subscription and the Services, the Service Provider, as a data processor, is required to carry out Personal Data processing on behalf of the Client, the data controller. Thus, the Client, acting as data controller, undertakes to comply with the GDPR, and in particular to inform the data subjects of the processing carried out by the Service Provider under the Contract.
The characteristics of the processing carried out by the Service Provider (object, duration, nature, purpose, data processed) are specified in **the Appendix** of the T&Cs and, if necessary, specified in the Acceptance.

12.1 Documented instructions: Except in cases where the Service Provider processes Personal Data as data controller, particularly for the purposes of managing access, operation or security of the Solution, or for statistical purposes, the Service Provider undertakes to process the Personal Data only based on documented instructions from the Client, and to inform it immediately if an instruction constitutes, according to it, a breach of applicable law. It undertakes not to transfer Personal Data outside the European Economic Area or countries recognised as having adequate protection by the European Commission without the Client's prior written authorisation and without the implementation of appropriate safeguards within the meaning of the GDPR. If the Service Provider is required to make such a transfer under applicable law, it shall give prior notice to the Client unless such law prohibits such transfer for important reasons of public interest.

12.2 Confidentiality and security of Personal Data: The Service Provider shall be responsible for the security of the Personal Data entrusted to it and in this respect shall take all appropriate technical and organisational measures to guarantee a level of security of the Personal Data adapted to the risk, taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks. The Service Provider shall ensure that the persons authorised to process the Personal Data are aware of the Client's instructions and are subject to an appropriate obligation of confidentiality. The Service Provider shall inform the Client as soon as possible of any breach of Personal Data of which it becomes aware.

12.3 Subsequent sub-processing: The Client is expressly informed and agrees that the Service Provider will use sub-processors, as listed in the Acceptance, if applicable. The Service Provider shall inform the Client of any addition or replacement to this list, thereby giving it the possibility to raise reasoned objections within a reasonable time. The Service Provider shall impose on the sub-processor the same data protection obligations as those imposed on it under this Article. The Service Provider shall remain fully liable to the Client for the performance of its obligations by sub-processors.

12.4 Obligation to assist: The Service Provider undertakes to make its best efforts to assist the Client in fulfilling its own obligations. In particular, it undertakes to assist it in fulfilling its obligation to respond to requests from data subjects with a view to exercising their rights, in particular by communicating to it any request it receives in this regard, as well as to collaborate with the Client in the context of impact assessments or formalities with the CNIL. This assistance may be invoiced to the Client.

12.5 Audit: The Service Provider shall provide the Client with all the information necessary to demonstrate compliance with the obligations provided for in this Section and to enable audits by the Client or any auditor it has appointed, provided that the latter is not a direct competitor of the Service Provider, and that it signs a confidentiality agreement prior to its assignment. The Client may exercise its right of audit at most once (1) a year, subject to compliance with a minimum notice period of one (1) month, except in cases where the audit is carried out at the request of a regulatory authority. The costs of audits will be borne exclusively by the Client.

11.6 Termination of sub-processing: At the end of the Contract, according to the Client's choice, and subject to the applicable law, the Service Provider shall delete all Personal Data or return it to the Client, and destroy the existing copies in its possession.

13. DATA SECURITY

Each of the Parties undertakes to implement the appropriate technical means to ensure the security of the data processed within the framework of the Solution, and in particular the Personal Data.
Subject to the "Liability" Section, the Service Provider undertakes to preserve the integrity and confidentiality of the Data contained in the Solutions. The Service Provider has put in place the technical and organisational measures likely to prevent any access or fraudulent use of the data and to prevent any loss, alteration and destruction of the data.
The Service Provider reserves the right to destroy all the Client's data still in its possession within thirty (30) days of the end of the Contract.

14. TERMINATION

In the event of a serious breach by one of the Parties of its obligations under the Contract, not remedied within forty-five (45) days of receipt of the registered letter with acknowledgement of receipt sent to it notifying it of the breach, the defaulting Party may automatically terminate the Contract, without prejudice to any damages it may claim.

15. FORCE MAJEURE

The Parties shall not be held liable and the Contract shall be suspended if its performance or the performance of any obligation incumbent upon the Parties is prevented, limited or disrupted as a result of an event beyond the control of a Party, which could not be reasonably foreseen at the time of the conclusion of the Contract and whose effects cannot be avoided by appropriate measures.
The following are considered cases of force majeure, in addition to those usually upheld by the case-law of the French courts: wars, social disturbances (strikes or lockout), attacks, bad weather, epidemics, earthquakes, floods, water damage, fire, blocking of means of communication, transport or supply (including telecommunication network), etc.
The prevented Party must immediately inform the other Party of its impossibility to fulfil its contractual obligations. Force majeure suspends the obligations arising from the Contract throughout its existence. However, if force majeure continues for a period exceeding thirty (30) days, either Party may terminate the Contract, without such termination being deemed wrongful. Termination, in such a case, shall be notified by registered letter with acknowledgement of receipt and shall take effect on the date of receipt of said letter.

16. CONFIDENTIALITY

Any information communicated (whether in writing, verbally or by any other means, directly or indirectly) by one of the Parties to the other Party before or after the entry into force of the Contract, and in particular any technical, commercial, accounting or financial information and any information relating to the activities of the Parties, as well as

any confidential information by its nature is strictly confidential ("**Confidential Information**").

Each Party undertakes to take all security measures, particularly physical measures, to ensure the preservation and integrity of the Confidential Information during the term of the Contract.
The following information shall not be considered confidential:

- any information which is known to the public at the time of its transmission, or would subsequently become known, regardless of any breach of the confidentiality obligation by the Party having received it; or

- any information which is already known by the Party having received it, subject to the Party being able to prove the existence of corresponding documents in its files; or

- any information that was lawfully disclosed and received in good faith by a third party, without restriction or breach of an obligation of confidentiality; or

- any information that was independently developed by the Party receiving it, without use of the Confidential Information or references; or

- any information that would constitute information the use or disclosure of which has been specifically authorised in writing by the other Party.

Each Party undertakes to use the other Party's Confidential Information only for the purpose of performing the obligations set out in the Contract. Thus, each Party may only disclose the Confidential Information of the other Party to those of its employees, agents or contractors who need to know it for this purpose, and who are subject to confidentiality undertakings at least as strict as those stipulated in this Section.
Each Party undertakes not to communicate, reproduce, publish or disclose, in any manner whatsoever, such Confidential Information to third parties, unless the other Party has given its prior written consent, and on condition that it maintain its confidentiality.

The Confidential Information may be disclosed in the following cases:

- to the sole extent required by law, including by any administrative or judicial authority; in such circumstances and to the extent permitted by law, the Party concerned shall promptly notify the other in writing so as to enable the other Party to seek any protective measures it deems necessary; or

- in the context of the defence of its interests by a Party during litigation proceedings.

The commitments made by the Parties under this Article shall survive the expiry of the Contract for a period of five (5) years.

17. SUBCONTRACTING

Subject to the provisions relating to the protection of Personal Data, the Service Provider reserves the right to subcontract all or part of its obligations under the Contract.

18. ASSIGNMENT

The Contract may not under any circumstances be the subject of a total or partial assignment, whether for consideration or free of charge, by the Client, for any reason whatsoever, without the prior written consent of the Service Provider. In any event, the assignee undertakes to comply with all the conditions contained in the Contract.
The Service Provider reserves the right to assign the Contract in the context of the transfer of all or part of its activities.

19. REFERENCES

The Client authorises the Service Provider to use, cite or include, by any means and on any medium whatsoever, the names, trademarks, trade names or any other distinctive sign belonging to the Client as a reference. The Service Provider undertakes to comply with the graphic charter previously communicated to it, if applicable.

20. MISCELLANEOUS PROVISIONS

It is specified that the T&Cs shall take precedence (i) over any previous agreement of the Service Provider and the Client, (ii) over any other contractual document, in particular any clause that may appear in the Client's general terms and conditions of purchase and (iii) the terms of the Service Provider's commercial proposal, with the exception of the elements of the Acceptance.
The Service Provider reserves the right to modify the T&Cs at any time by notifying by email any new version to the Client which undertakes to take note of these changes. The new version of the T&Cs shall automatically apply to the renewal of the Contract.
In case of difficulty of interpretation between any of the headings of the clauses and any of the clauses, the headings are declared non-existent.
If one or more stipulations of these General Terms and Conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other provisions shall remain in full force and effect.The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations referred to herein shall not be interpreted in the future as a waiver of the obligation in question.

21. GOVERNING LAW / DISPUTES

The Contract is governed by French law.Any dispute or litigation arising from the interpretation, validity, formation, performance and/or expiry of the Contract shall be the subject of an attempt to reach an amicable settlement between the Parties.

IN ANY EVENT, FAILING AN AMICABLE SETTLEMENT BETWEEN THE CLIENT AND THE SERVICE PROVIDER, WITHIN A PERIOD OF ONE MONTH, ANY DISPUTE OR LITIGATION RESULTING FROM THIS CONTRACT SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE

COMPETENT COURTS OF PARIS, INCLUDING IN THE EVENT OF SUMMARY PROCEEDINGS, THIRD PARTY CLAIMS OR MULTIPLE DEFENDANTS.