

These terms of service govern Your use of Our services. The parties agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERM OF SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

1. DEFINITIONS

1.1 "Agreement" means Terms of Service and any Order Forms You enter into with Us.

1.2 "Confidential Information" means all information and documentation of a Party provided to the other Party or obtained by the other Party including: (a) Customer Data, (b) any technical, operational or commercial information relating to the Service or Professional Services, including the Documentation, (c) any solution, product, technology, software, know-how, material or immaterial result, customer information, prospect information or business strategy, (d) any information clearly identified as confidential by the disclosing Party, and (e) any information that should reasonably be recognized as confidential information of the disclosing Party.

1.3 "Customer", "You" or "Your" means the customer named on the Order Form, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a company or other legal entity, such company or legal entity.

1.4 "Customer Data" means any data uploaded into the Service, or otherwise provided for processing by the Service (including custom development executed by the Service not provided by Us), by or on behalf of You in accordance with this Agreement.

1.5 "Documentation" means Our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.6 "ForePaaS", "We", "Us" or "Our" means ForePaaS SAS, whose office is located at 8 rue des Gravières, 92200 Neuilly-sur-Seine, France.

1.7 "Order Form" means an ordering document entered into between You and Us specifying the services to be provided thereunder, including any addenda and supplements thereto.

1.8 "Permitted Third Party" means an entity under contract with You who needs to access the Service.

1.9 "Professional Services" means the professional services specified in an Order Form, potentially including but not limited to implementation services, consulting, and training services.

1.10 "Service" means the ForePaaS Platform as a Service that let You host, develop and operate Your own data analytics platform.

1.11 "Subscription Fees" means the fees for the Service specified in the Order Form.

1.12 "Technical Support Services" means Our technical support services offering, as described in section 4 below.

2. USE OF THE SERVICE

2.1 Use of the Service. Subject to the terms and conditions of this Agreement, We grant You a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement to use the Service solely in connection with Your internal business operations. Your rights to use the Service are subject to any limitations on use of the Service based on the version of the Service You register for (e.g., applicable usage limits) and as set forth in the Order Form (collectively, the "Scope Limitations") and Your rights to use the Service are contingent upon Your compliance with the Scope Limitations and this Agreement. You are solely responsible for Your conduct (including by and between all users), the content of Customer Data, and all communications with others while using the Service. We are not responsible for the availability, accuracy,

appropriateness, or legality of Customer Data or any other information You may access using the Service.

2.2 Hosting Provider Selection. You shall specify in the Order Form which hosting provider / region shall be used for each Service subscription. The selected hosting provider / region may affect Subscription Fees. Any changes or migrations to different hosting providers / regions may incur additional charges and possibly changes to Subscription Fees.

2.3 Use of the Documentation. Subject to the terms and conditions of this Agreement, We grant to You a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to access, reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

2.4 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, You will not, and will not permit or authorize third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; or (d) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation and will include all such notices on any copies.

2.5 Protection against Unauthorized Use. You will ensure that Your Permitted Third Parties comply with this Agreement. You will be directly and fully responsible to Us for their conduct and any breach of this Agreement by them. You will, and will ensure that Your Permitted Third Parties use reasonable efforts to prevent any unauthorized use of the Service and Documentation, and You will immediately notify Us in writing of any unauthorized use that comes to Your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through You or a Permitted Third Party, You will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by Us to prevent or terminate unauthorized use of the Service or Documentation.

2.6 Reservation of Rights. We retain all right, title, and interest in and to the Service and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service and Documentation are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service and Documentation.

3. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

3.1 Professional Services. When ordered in an Order Form, We will perform Professional Services. The specific details of the Professional Services to be performed will be determined

on a per-project basis, and the details for each project will be described on the Order Form. Unless otherwise specified in the applicable Order Form, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Order Form effective date.

3.2 Technical Support Services. We will provide You with the applicable Technical Support Services for the version of the Service to which You are subscribed so long as You are current in payment of the Subscription Fees. Our support is available from Monday to Friday, between 09:00 and 18:00 French Time, except during French bank holidays. You are responsible for providing support to Permitted Third Parties.

3.3 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Us to perform the Professional Services and Technical Support Services. You acknowledge that Our ability to provide Professional Services as described in the Order Form and Technical Support Services may be affected if You do not meet Your responsibilities as set forth above.

3.4 Feedback and Other Content. The Service may permit You and Permitted Third Parties to submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use and operation of the Service. You grant to Us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

4. SERVICE LEVEL

4.1 Service Availability. The availability of the Service is calculated on a monthly basis, excluding scheduled downtime (which, except in case of emergency, shall be notified to You at least 48 hours in advance).

We guarantee the availability of the Service 99 % of the time (the "Service Availability").

In the event of a failure by Us to meet the Service Availability, as Your sole and exclusive remedy, at Your written request, You shall receive service credits in accordance with the matrix below, provided that You made a request for a service credit within twenty-one (21) days after the end of the month in which the failure occurred.

- If the Service is available less than 99% of the time but more than 98% of the time: service credit equivalent to 1/30th of the applicable monthly subscription fee
- If the Service is available less than 98% of the time but more than 95% of the time: service credit equivalent to 3/30th of the applicable monthly subscription fee
- If the Service is available less than 95% of the time: service credit equivalent to 7/30th of the applicable monthly subscription fee.

4.2 Service Credits. Service credits shall be deducted from subsequent invoices for subscription fees or other fees payable by You or, upon expiration or termination of the Agreement, paid to You directly.

4.3 Sole Remedy. The terms of this section constitute Your sole remedy and Our entire liability in respect of the unavailability of the Service and/or for breach of the Service Level and/or Service Availability set out in this section 4.

5. FEES AND PAYMENT

5.1 Fees and Payment Terms. Unless otherwise specified in an Order Form, the Subscription Fees for the initial subscription term and Professional Service fees set forth in the Order Form are due upon execution of the Order Form. After the initial subscription term, Subscription Fees will be invoiced at the beginning of the new term at the then-current rate for the Service or as otherwise specified in an Order Form, 30 days in

advance of the start of each renewal period. Fees for additional Service quantities and Professional Services will be invoiced at the time of order, unless otherwise agreed in writing by the parties. You will pay all amounts in full within 30 days after the invoice date. Unless expressly provided otherwise in a Order Form, all amounts payable under this Agreement are denominated in Euros, and You will pay all such amounts in Euros.

5.2 Taxes. All amounts payable by You to Us under this Agreement are exclusive of any value added tax or similar taxes, levy or similar governmental charge.

5.3 Indexation. Unless stated otherwise in the Order Form, the per-unit pricing during any renewal term will increase by up to seven percent (7%) above the applicable pricing in the prior term, unless We provide You notice of different pricing at least 60 days prior to the applicable renewal term. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Service has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

5.4 Late Payment. Pursuant to the provisions of section L.441-6 par.12 of the French commercial code, any fees not paid by You upon their due date shall be automatically subject, in addition to the payment of a fixed 40 (forty) euros compensation for collection costs, to the payment of late interest at the rate applied by the Central European Bank corresponding to its most recent refinancing operation increased by ten (10) percentage points. Furthermore, without limiting Our other rights or remedies, if You fail to pay any applicable fees within 14 days following its receipt of a written notice to do so, such non-payment shall entail full right to immediate payment of any sum due until the term of this Agreement.

5.5 Suspension and Termination. Without limiting Our other rights or remedies, We may suspend provision of the Service and/or Professional Services if You fail to pay any applicable fees within 14 days following Your receipt of a written notice to do so. Non-payment or late payments may also result in termination of this Agreement for material breach.

6. TERM AND TERMINATION

6.1 Term. This Agreement commences on the effective date specified in the Order Form and continues for the initial subscription term specified in the Order Form (the "Initial Term"), unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement automatically renews for additional terms equivalent in duration to the Initial Term unless at least 30 days before the end of the then-current term either party provides written notice to the other party that it does not intend to renew.

6.2 Termination for Material Breach. Without limiting its other rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so.

6.3 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) We have no obligation to provide or perform any Service, Professional Services, or Technical Support Services after the effective date of the termination; (b) You will immediately pay to Us any Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of the termination will survive, and (d) Sections and Subsections 1, 2.5, 3.3, 4.3, 5, 6, 7, 8.3, 10.4, 11, 12, 13 and 14 will survive termination. If this Agreement is terminated by Us for Your uncured material breach or by You other than as a result of a material, uncured breach by Us, You will pay to Us the amounts

due under the applicable Order Form for the remainder of the then-current term.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality Obligation. The Party receiving Confidential Information agrees that, for the Agreement term and two (2) years after the termination or expiration of this Agreement for any reason, any Confidential Information provided by the disclosing Party shall:

- be protected and kept strictly confidential, and be handled by the receiving Party with the same level of care and protection as it protects its own equally important Confidential Information;
- be disclosed only to receiving Party's staff members, contractors, or subcontractors who need to access such information and shall be used by them only for the purpose of implementing the Agreement;
- not be used by the receiving Party, in whole or in part, for any purpose other than as set forth in this section without the prior written consent of the disclosing Party. In particular, Confidential Information shall not be sold, transferred, rented or commercially exploited;
- not be copied, reproduced or duplicated, in whole or in part, except (i) for the purpose of performing its contractual obligations herein and/or (ii) if expressly approved in writing by the disclosing Party.

In case of disclosure to a Party's contractor or subcontractor, such third party shall sign a confidentiality agreement incorporating terms at least as protective as those set out in this section, which shall be notified to the other Party upon request.

Each Party shall ensure that its employees, subcontractors and/or agents comply with the obligations set out in this section as though they were a party to this Agreement. Each Party will be liable for any disclosure made in breach of this section by its employees, subcontractors and/or agents. If Confidential Information is disclosed in breach of this section, the Party who has knowledge of it must notify the other Party without delay.

7.2 Limitations. The confidentiality obligations defined in this section shall not apply to Confidential Information:

- which has entered the public domain, except where such entry is the result of a Party's breach of this Agreement;
- which, prior to disclosure hereunder, was already in the receiving Party's possession without restriction;
- which, subsequent to disclosure hereunder, is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information;
- which was already known by the receiving Party without restriction, as demonstrated by the receiving Party;
- which was developed independently by the receiving Party, as demonstrated by the receiving Party, without violating the disclosing Party's proprietary rights; or
- whose use or disclosure has been authorized in writing by the disclosing Party.

In addition, each Party may disclose, in strict confidence, this Agreement and related documents (a) to its parent companies, lawyers, insurance brokers, auditors, (b) as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, or (c) where such disclosure is necessary to implement or prove the existence of rights under this Agreement.

7.3 Return of Materials and Effect of Termination. Upon written request of the disclosing Party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing Party's Confidential Information.

8. CUSTOMER DATA

8.1 Customer Data Security. We implement and maintain commercially reasonable physical, electronic, and managerial

procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Customer Data. We will notify You of any unauthorized access to, or use of, Customer Data that comes to Our attention. If any unauthorized disclosure of Customer Data resulting from Your use of the Service comes to Our attention, We will work with You to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

8.2 Customer Data Transmission. You acknowledge that use of the Service involves transmission of Customer Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must (i) protect Your login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so, and (ii) backup any Customer Data transmitted to Us.

8.3 Customer Data Ownership. Customer Data is Your property. You grant Us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Customer Data as required to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Customer Data and from Your use of the Service for purposes of improving Our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with You or any individual person.

8.4 Customer Data Compliance. You warrant and represent that Customer Data shall not infringe any third party right, (including any intellectual property right) or any applicable law or regulation.

8.5 Customer Data Portability. Provided You are current in Your payments, within seven (7) days following the termination of the Agreement and following Your request, We shall deliver Customer Data in an intelligible form to You. After delivery of Customer Data or two (2) months after the termination of the Agreement, We shall destroy all Customer Data within thirty (30) days, subject to any legal requirements for maintaining such data that may be applicable to it and its ordinary course of business electronic backups.

9. PERSONAL DATA

9.1 GDPR Compliance by You. You shall comply with any applicable European regulation related to personal data (such as the Regulation (EU) 2016/679 "General Data Protection Regulation" (the "GDPR") from its date of enforceability). In that regard, You warrant that:

- unless We gave You prior written consent, You shall only use hosting providers / regions located in the European Union to process data covered by the GDPR;
- unless We gave You prior written consent, You shall not process sensitive data (such as personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers) through the Service.

9.2 GDPR Compliance by Us. Provided You comply with section 9.1 above, We shall comply with any applicable European regulation related to personal data (such as the GDPR from its date of enforceability). In that regard, We shall comply with all obligations stated out in section 28.3 of the GDPR.

10. WARRANTIES AND DISCLAIMER

10.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement constitutes a valid and

binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution and delivery of the Order Form, or performance of this Agreement.

10.2 Our Warranty. We warrant that the Service as delivered to You will materially conform to the specifications set forth in the applicable Order Form and Documentation. We further warrant that We will perform Professional Services in a professional and workmanlike manner in accordance with the Order Form. You must notify Us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. To the extent permitted by law, Your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service or re-performance of the Professional Service, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Order Form and a refund of any prepaid unused fees for the applicable Service or Professional Services. This warranty shall not apply if the error was caused by misuse, unauthorized modifications, Customer Data or third party-hardware, software or services.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE OR DOCUMENTATION. WE DO NOT WARRANT THAT THE SERVICE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE OR DOCUMENTATION WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE SERVICE AND DOCUMENTATION.

11. INFRINGEMENT INDEMNIFICATION

11.1 Defense of Infringement Claims. We will, at Our expense, either defend You from or settle any claim, proceeding, or suit brought by a third party ("Claim") against You alleging that Your use of the Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right. You must (a) give Us prompt written notice of the Claim; (b) grant Us full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as We may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. You will not defend or settle any Claim under this Subsection 11.1 without Our prior written consent. You may participate in the defense of the Claim at Your own expense and with counsel of Your own choosing, subject to Our sole control over the defense and settlement of the Claim as provided above.

11.2 Indemnification of Infringement Claims. We will indemnify You from and pay: (a) all damages, costs, and attorneys' fees finally awarded against You in any Claim under Subsection 11.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by You in connection with the defense of a Claim under Subsection 11.1 (other than attorneys' fees and costs incurred without Our consent after We have accepted defense of the Claim and expenses incurred pursuant to the last sentence of Subsection 10.1); and (c) all amounts that We agree to pay to any third party to settle any Claim under Subsection 1.1.

11.3 Exclusions from Obligations. We have no obligation under this Section 10 for Claim to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services; (b) any aspect of the Service configured specifically for You to comply with designs, requirements, or specifications required by or provided by or on Your behalf; (c) use of the Service by You, any or any Permitted Third Party outside the scope of the rights granted in this Agreement; (d) failure of You or any Permitted Third Party to use the Service in accordance with instructions provided by Us; or (e) any modification of the Service not made or authorized in writing by Us.

11.4 Infringement Remedies. In the defense or settlement of any infringement Claim, We may, at Our sole option and expense: (a) procure for You a license to continue using the Service; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially feasible in Our sole judgment, then terminate Your license and access to the Service and refund any prepaid, unused Service fees as of the date of termination. This Section 11 states Our sole and exclusive liability, and Your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Service.

12. INDEMNIFICATION

12.1 Defense. You will defend Us from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by You or Permitted Third Parties that is not in accordance with the terms of this Agreement; and (b) the Customer Data or other materials or information provided by You or on Your behalf under this Agreement (including breach of the GDPR caused by You). We will give You prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as You may reasonably request. We may participate in the defense of any Claim at Our own expense and with counsel of Our own choosing.

12.2 Indemnification. You will indemnify Us from and pay: (a) all damages, costs, and attorneys' fees finally awarded against Us in any Claim under Subsection 12.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by Us in connection with the defense of a Claim under Subsection 12.1 (other than attorneys' fees and costs incurred without Your consent after You have accepted defense of the Claim); and (c) all amounts that You agree to pay to any third party to settle any Claim under Subsection 12.1.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13.2 Cap on Liability. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR OBLIGATION TO PAY

ANY FEES UNDER THIS AGREEMENT OR ANY ORDER FORM.

13.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. MISCELLANEOUS

14.1 Relationship. We will be and act as an independent contractor (and not as the agent or representative of You) in the performance of this Agreement.

14.2 Publicity. You authorize Us to use Your company name and/or logo and/or trademarks on Our website, on a reference list, through press releases issued by ForePaaS, and in other promotional materials.

14.3 Assignment and Delegation. Neither Party may assign this Agreement or delegate any of its rights or obligations hereunder, in whole or in part, without the other Party's prior written consent. Any attempt to assign this Agreement or delegate any of its rights or obligations under this Agreement without such consent will be null and void.

Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other Party if a majority of its outstanding voting capital stock is sold to a third party, or if it sells all or substantially all of its assets or if there is otherwise a change of control.

14.4 Subcontractors. We may use subcontractors or other third parties in carrying out Our obligations under this Agreement and any Order Form. We remain responsible for all of Our obligations under this Agreement.

14.5 Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiry or earlier, lawful termination, You shall not, unless otherwise agreed in writing by Us, directly or indirectly solicit or entice away from Us or employ or attempt to employ or hire the services of any person who is, or has been, engaged as an employee of Us, regardless of the position, even if the solicitation was initially produced by the employee.

14.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Order Form and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

14.7 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

14.8 Governing Law. This Agreement will be governed by the laws of France, without regard to its conflict of laws principle.

The Parties expressly exclude the enforcement of the United Nations Convention on Contracts for the International Sale of Goods, all national laws aimed at implementing this Convention as well as the rules of conflict of law which may be enforceable.

14.9 Jurisdiction. In the absence of mutual agreement between the Parties, the Paris Commercial Court shall have jurisdiction to rule on any dispute occurring between the Parties with regard to the Agreement construction or performance, notwithstanding multiple defendants or introduction of third parties, even for protective, summary or motion procedures.

14.10 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including, without limitation, Permitted Third Parties.

14.11 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. 14.12 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, Your right to use the Service will immediately terminate.

14.13 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

14.14 Counterparts. The Order Form may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Order Form may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

14.15 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties. If there is a conflict between the terms of this Agreement and an Order Form, the terms of the Order Form will control. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing.

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