Ibexa General Terms & Conditions

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The present General Terms and Conditions ("GTC") are entered into between the Provider (the "Provider") and the Customer (the "Customer"), each as identified in the Order Form.

The Provider and the Customer are jointly referred to as "Parties" or individually as a "Party".

ARTICLE 1. SCOPE OF APPLICATION

The GTC are intended to govern the relationship between the Provider, and the Customer in connection with the use of the Product(s) as a Subscription or related services to the use of the Product(s). The Customer may subscribe to one or several Products. The GTC shall apply to all Products selected by the Customer.

Deviations from the GTC or its appendices may only be made by prior written agreement by Special Terms and Conditions (hereinafter, "STC") and, in the event of contradiction, take precedence over them.

The contractual relationship between the Provider and the Customer is governed exclusively by the following contractual documents (hereinafter the "Contract"), to the exclusion of any other document, prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties, presented in order of decreasing legal value:

- The Special Terms and Conditions (STC), if any;
- The Order Form;
- Product Specific Terms;
- General Terms and Conditions appendices:
    - Service Level Agreement (SLA);
    - Data Processing Agreement (DPA);
    - Add-on(s) Agreement, if any;
- General Terms and Conditions (GTC).

In the event of a contradiction between one or more provisions in any of the above documents, the higher-level document shall take precedence and prevail, solely with respect to their respective subject matter.

Each Party represents and warrants to the other that it has the legal power and authority to enter this Contract, and that this Contract has been duly authorized and executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms.

ARTICLE 2. ORDER PROCESS

2.1 INITIAL ORDER

The Contract applies to all orders placed with the Provider. An order is valid only in case of explicit acceptance by the Customer of an Order Form presented by the Provider, within the validity period of the Order Form. The Customer is deemed to have accepted the Contract upon acceptance of an Order Form.

The Contract shall enter into force on the Effective Date and for the Initial Service Term, both being specified in the Order Form.

2.2 ADDITIONAL ORDER

If the Customer orders additional Service or upgrades to a higher Subscription tier during the Service Term, a new Order Form must be signed.

The Service Term end date of the additional Service shall automatically align with the Service Term end date of the first ordered Service, unless expressly agreed otherwise in writing by the Parties.

ARTICLE 3. PRODUCT LICENSING

3.1 LICENCE GRANT

The Provider grants the Customer a time-limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable licence to use the Product. A separate licence is granted for each subscribed Product. The technical documentation relating to the use of the Product is made available to the Customer by any useful means. This licence

is granted solely to the Customer and for their own use. Consequently, the Customer shall refrain from granting sub-licences to third parties. The Customer expressly refrains from using the Product outside the scope of use provided in the Contract.

The rights provided under this article are granted to the Customer and to any company in the same group as the Customer or controlled by Customer, under common control with Customer or controlling Customer (each an "Affiliate"), except to the extent expressly stated in the Order Form. To the extent Customer allows any Affiliate to use any of the Services, the Customer shall undertake that such Affiliate shall comply with the Contract as if it were a party to the Contract. In any event, the Customer shall be liable for the acts of any Affiliate in violation of the terms of this Contract.

3.2 NON-PRODUCTION USAGE

From time to time, the Provider may authorize the Customer to access or use the Services (or specific environments/features, such as sandbox, testing, evaluation, or beta versions) for non-production internal purposes.

By using the Services on such a non-production basis, the Customer acknowledges and agrees that:

(i) The Services are provided strictly on an "AS IS" and "AS AVAILABLE" basis;

(ii) The Provider offers no express or implied warranties, Service Level Agreements (SLAs), support commitments, indemnities, or specific security levels for such usage; and

(iii) To the maximum extent permitted by law, the Provider shall have no liability whatsoever arising out of or in connection with such non-production usage, notwithstanding anything to the contrary in the Contract.

ARTICLE 4. OBLIGATIONS OF THE PROVIDER

The Provider expressly undertakes to provide the Services in accordance with the diligence and professionalism required for the proper execution of this Contract in

accordance with good engineering practices and in accordance with the state of the art and the legislation applicable to the Product.

The Provider maintains and develops the Product and the related Services autonomously. The Product is provided "as is" and the Provider only bears an obligation of means regarding the performance of its Services within this Contract.

Subject to the payment of all amounts due by the Customer under this Contract, the Provider represents and warrants that this Contract accurately describes the Services available during the applicable Service Term. The Provider further warrants that:

- It will provide applicable Support to the Customer depending on its Subscription tier;
- It will use reasonable efforts to ensure the availability of the Product in accordance with the levels described in the SLA;
- It will not materially reduce the core functionality of the subscribed Services when modifying, replacing, deprecating or discontinuing features where reasonably necessary for security, legal or regulatory compliance, technological evolution, third-party dependencies, interoperability, performance or product development;
- It will provide the Services in accordance with applicable laws.

Notwithstanding the foregoing, the Provider does not warrant that the Services will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Services. Any interruptions or errors are subject to the correction mechanisms and deadlines set out in the SLA. In the event of any breach of warranty above, the Customer's exclusive remedies are outlined in the SLA.

ARTICLE 5. OBLIGATIONS OF THE CUSTOMER

Without prejudice to the other obligations provided for herein, the Customer undertakes to respect the following obligations.

5.1 COLLABORATION WITH THE PROVIDER

The Customer undertakes to collaborate closely with the Provider for the execution of the Contract and will ensure that it appoints a person responsible for ensuring communication with the Provider. The contact details of this person will be mentioned in the Order Form.

5.2 CUSTOMER WARRANTY

The Customer agrees that the Customer is solely responsible for determining whether the use of the Product is appropriate for its business and the Customer hereby agrees to hold the Provider harmless for any financial loss arising from or relating to the Customer's use of the Product.

The Customer acknowledges that the Provider cannot control the use of its Product by the Customer and that, consequently, the Provider can never be held responsible for the use of the Provider's Product by the Customer.

The Customer indemnifies the Provider against all complaints, claims, actions and/or claims whatsoever that the Provider may suffer as a result of Customer's breach of any of its obligations or warranties under the Contract. It undertakes to indemnify the Provider for any prejudice it may suffer and to pay it all costs, charges and/or sentences it may have to bear as a result.

The Customer's Subscription and fees are not contingent on the delivery of any future functionality or on any statements or commitments regarding future functionality. Neither Party relies on any commitments or statements other than those expressly set out in this Contract or the applicable Order Form.

5.3 COMPLIANCE WITH THE REGULATIONS IN FORCE

The Customer shall use the Services in compliance with all applicable laws and regulations and shall not infringe the rights of third parties. The Customer is responsible for obtaining any required permits, authorizations and registrations and for paying any applicable taxes, fees and contributions arising from its use of the Services or its business activities. The Provider shall not be liable for the Customer's failure to comply with these obligations.

5.4 CONTENT COMPLIANCE

The Customer is solely responsible for all data, content, and materials generated, collected, transferred or otherwise provided directly or indirectly through the Services (the "Customer Data").

The Customer guarantees that it has all the rights and authorizations for the Customer Data it makes available to End Users.

The Customer shall ensure that Customer Data is lawful, does not undermine public order, morality or the rights of third parties, does not infringe any legislative or regulatory provisions.

The Customer shall further ensure not to distribute content harmful to the computer systems of third parties, such as viruses, worms or Trojan horses. The Customer shall indemnify the Provider for any claims or damages arising from the Customer Data. The Provider may remove or suspend access to any Customer Data that is unlawful, harmful, or may expose the Provider to liability.

5.5 SECURITY OF ACCESS CREDENTIALS

Access is made from the Customer's Users equipment using its credential, which consists of a unique user identifier and the associated password. The credentials are intended to restrict access to the Product to the Customer's Users, to protect the integrity and availability of the Product, as well as the integrity, availability and confidentiality of the Customer's Data.

The credentials are personal and confidential. They are used under the sole responsibility of the Customer. It is specified that the credentials may be modified by the Provider for security reasons, subject to prior notice to the Customer.

The Customer shall keep its access credentials secure and shall ensure that only authorized Customer's Users have access to the Product. The Customer is responsible for the security of the devices and equipment used to access the Product.

If the Customer becomes aware of any unauthorized access to or disclosure of the credentials, the Customer undertakes (i) to inform the Provider thereof, and (ii) to immediately change the credentials in accordance with the procedure documented by the Provider.

The Provider shall not be liable for any consequences arising from the Customer's disclosure, loss or misuse of access credentials.

The Customer shall bear full responsibility for any adverse consequences arising from the disclosure of or unauthorised access to such credentials.

5.6 CUSTOMER ENVIRONMENT COMPATIBILITY

The Customer shall maintain their environment up to date and compatible with the technical requirements described in the Product Specific Terms, if applicable. Failure to implement required updates may result in degraded functionality, security vulnerabilities, or suspension of affected features, for which the Provider shall not be liable.

5.7 USAGE AND LIMITATIONS

The Customer shall access and use each Product in compliance with the usage limits set out in the Order Form or, where applicable, in the Product Specific Terms.

Depending on the Product limit concerned, excess usage shall be handled as follows, as set forth in the Order Form or Product Specific Terms:

- Direct overage billing: Where the Services or applicable Product Specific Terms permit the Customer to exceed an applicable usage limit, the Provider shall charge the Customer a fee for any usage exceeding that limit, at applicable pricing terms. No additional Order Form is required for such charge. The Provider shall include relevant information about the overuse and the corresponding fee in the applicable invoice.
- Required Subscription upgrade: Where the Product requires a higher Subscription tier or an additional package to provide increased usage limits for the relevant parameter, the Customer agrees to subscribe to the applicable higher tier and/or purchase the additional package. Such change shall be formalised in a signed Order Form.

The Customer shall use the Product reasonably and refrain from any use that could impair its integrity, performance, security, or negatively affect the Provider or its other customers. The Provider may temporarily suspend access to prevent potential damage where there is a reasonable likelihood that continued use could impact the Product or

Services. The Customer will be notified without undue delay, and any suspension will be limited in duration and scope to what is reasonably necessary.

ARTICLE 6. CONFIDENTIALITY

Each Party shall keep confidential all non-public information disclosed by or on behalf of the other Party in connection with this Contract ("Confidential Information") and shall use such information only as necessary to perform or exercise its rights under this Contract.

Confidential Information includes, without limitation, business, financial, technical, commercial, product, customer and supplier information, trade secrets, know-how, designs, processes, data, reports and analyses, whether disclosed in tangible or intangible form.

Confidential Information does not include information that the receiving Party can demonstrate:

- is or becomes publicly available without breach of this Contract;
- was lawfully known to the receiving Party before disclosure;
- was lawfully received from a third party without a confidentiality obligation; or
- was independently developed without use of the Confidential Information.

A Party may disclose Confidential Information to its employees, professional advisers and subcontractors who need to know such information for purposes of this Contract, provided that they are subject to confidentiality obligations. A Party may also disclose Confidential Information where required by law, regulation or a competent authority, provided that, where legally permitted, it gives prior notice to the other Party and limits the disclosure to what is required.

The confidentiality obligations shall continue after termination of this Contract for as long as the information remains confidential. Each Party may retain one archival copy where required for legal or compliance purposes, subject to these confidentiality obligations.

Upon termination or upon written request, each Party shall return or securely delete the other Party's Confidential Information, except for information that it is required to retain by law or for legitimate legal or compliance purposes.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 BACKGROUND INTELLECTUAL PROPERTY

Each Party retains all right, title and interest, including, without limitation, all intellectual property rights, in any information, technology, software, tools, documentation, data, methodologies, inventions, know-how or other materials developed or owned by such Party prior to the execution of this Contract or developed independently of the performance of this Contract ("Background IP").

Nothing in this Contract shall be construed as transferring or assigning any ownership rights in a Party's Background IP to the other Party.

7.2 OWNERSHIP OF THE PRODUCT

The Customer acknowledges and agrees that the Product, including, without limitation, its architecture, source code, object code, algorithms, interfaces, pre-configured agent, prompts, workflow, databases, models, updates, upgrades, configurations and documentation, constitutes the exclusive intellectual property of the Provider.

All intellectual property rights in and to the Product, and any improvements, modifications, corrections, adaptations or derivative works thereof shall remain vested exclusively in the Provider.

To avoid any doubt, the Customer shall not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product, other Product and/or documentation in any form or media or by any means; or
- attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product; or
- alter or remove any notices and/or comments concerning copyright, trademarks, or other rights contained in the Product; or
- access or use any part of the Product or documentation to build a product or service which competes with any of the Products; or

- use the Product and/or documentation to provide the Product or Services to third parties.

7.3 CUSTOMER DATA AND OUTPUTS

Customer Data shall remain the exclusive property of the Customer.

Any result, report, file, analysis, content or other output created directly by the Customer through its use of the Services shall belong exclusively to the Customer.

The Provider shall not claim any ownership rights over the Customer Data.

7.4 LICENCE GRANTED TO THE PROVIDER

The Customer grants to the Provider a non-exclusive, worldwide, royalty-free licence, for the duration of the Contract, to host, process, reproduce and use the Customer Data solely for the purpose of performing the Contract and providing the Services.

7.5 FEEDBACK

The Customer may provide suggestions, comments, ideas, improvements, or other feedback relating to the Services.

The Customer agrees that the Provider may freely use, exploit, incorporate and commercialize such feedback, without restriction, compensation or attribution, for any purpose, including the improvement and development of its Product and Services, provided that such use does not disclose the Customer's Confidential Information.

7.6 ANONYMIZED DATA

The Provider is entitled to use the Customer Data in an aggregated and anonymized form in the scope of the Provider's commercial activities and for statistical purposes.

7.7 PROVIDER INTELLECTUAL PROPERTY INDEMNIFICATION

The Provider shall defend and indemnify the Customer against any third-party claims or actions alleging that the Customer's authorized use of the Product infringes any third-party intellectual property rights, and shall pay all damages finally awarded against the Customer by a competent court or agreed upon in a settlement signed by the Provider.

This indemnification is strictly subject to the limitations set forth in Article 9 (Liability) and shall not apply to the extent the claim arises from Customer Data, unauthorized modifications, or use of the Product outside the scope of the Contract.

ARTICLE 8. ARTIFICIAL INTELLIGENCE

8.1 SCOPE AND APPLICABILITY OF ARTIFICIAL INTELLIGENCE FEATURES

Certain Products may include artificial intelligence-powered features ("AI Features"). These features may generate content, suggestions, or insights ("AI Outputs"), or rely on automated reasoning and similar technologies to assist and support the Customer in carrying out its activities.

The Parties acknowledge that their respective roles and obligations under applicable AI legislation shall be determined by their respective activities and functions in relation to the relevant AI Feature. Nothing in this Contract shall be interpreted as transferring or excluding any statutory obligation that cannot lawfully be transferred or excluded.

The availability, nature, technical characteristics, and regulatory requirements of such AI Features are described in the applicable Product Specific Terms. Customer Data shall not be used to train or improve general purpose of artificial intelligence models, unless expressly stated in the applicable Product Specific Terms.

AI Features are designed solely for the intended purposes described in the Product Specific Terms.

The Customer shall not use AI Features:

- outside their intended scope;
- in a manner that violates applicable laws or third-party rights; or
- for prohibited or high-risk use cases not expressly authorized.

The Customer is responsible for its use of the AI Features and for reviewing and determining whether AI Outputs are suitable for its intended use. The Provider does not warrant that AI Outputs will be accurate, complete, suitable for the Customer's intended purpose, or free from third-party rights claims.

The Customer is responsible for ensuring that its use of the AI Features and AI Outputs complies with applicable laws and does not infringe third-party rights, except to the extent such responsibility arises from the Provider's breach of this Contract or applicable law.

Customer shall indemnify Provider against third-party claims arising from Customer's unlawful use of AI Features or AI Outputs, Customer's AI Inputs, or Customer's use of AI Outputs in violation of applicable law.

8.2 AI INPUTS AND DATA GOVERNANCE

The Customer is solely responsible for the prompts, documents, data, and other content submitted to the AI features of the Services ("AI Inputs"). The Provider does not review or assess AI Inputs to determine whether they contain personal data, special categories of personal data, confidential information, trade secrets, or other sensitive information, and does not perform anonymisation, pseudonymisation, data minimisation, or similar preprocessing unless expressly agreed in writing.

The Customer is responsible for ensuring that any AI Inputs comply with applicable laws and for implementing any measures it considers appropriate before submitting such AI Inputs. Where AI Inputs contain personal data, their processing is governed by the applicable Data Processing Agreement, if any.

8.3 HUMAN OVERSIGHT AND CUSTOMER RESPONSIBILITY

AI Outputs are generated using probabilistic methods and may be inaccurate, incomplete, misleading, or inappropriate. The Provider does not warrant that AI Outputs will be correct, complete, error-free, unbiased or fit for any particular purpose.

The Customer acknowledges and agrees that AI Outputs are provided for informational purposes only and must be reviewed and validated by a qualified human before being used or relied upon.

The Customer remains solely responsible for:

- any decisions, actions or omissions based on AI Outputs; and

- ensuring that the use of AI Outputs complies with applicable laws, regulations and professional standards.

8.4 INTELLECTUAL PROPERTY RIGHTS IN AI OUTPUTS

The Customer may use AI Outputs generated from its use of the Product. The Provider does not warrant that AI Outputs are original or non-infringing.

The Provider retains all rights, title and interest in and to:

- the AI models, algorithms, training datasets and underlying technologies; and
- any improvements, modifications or derivative works thereof.

8.5 SUSPENSION OR WITHDRAWAL OF AI FEATURES

The Provider may suspend, modify or withdraw any AI Feature, in whole or in part, where necessary due to:

- legal or regulatory risk;
- security, ethical or compliance concerns; or
- material or technical limitations.

In addition, the Customer may request the suspension or deactivation of specific AI Features of the applicable Product. The Provider shall implement such request within a reasonable timeframe, subject to technical feasibility and the conditions set out in the applicable Product Specific Terms.

ARTICLE 9. LIABILITY

In no event shall the Provider, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

a) a Customer Development; or
b) the Customer's use of the Products in a manner contrary to the instructions given to the Customer by the Provider; or
c) the Customer's use of the Products after notice of the alleged or actual infringement from the Provider or any appropriate authority.

In no event shall the aggregate liability of the Provider and its Affiliates arising out of or in connection with this Contract exceed the total amount paid by the Customer for the

Product or Services giving rise to the liability during the twelve (12) months preceding the first incident from which the liability arose. This limitation of liability applies regardless of whether an action is in contract or tort (including, but not limited to, negligence) and regardless of any theory of fault or liability.

In no event shall the Provider be liable for indirect, consequential or incidental damages arising from or in connection with this Contract, including but not limited to, loss of sales, profit, opportunities, loss or corruption of data, reputation or business interruption.

The Customer acknowledges and agrees that the Provider shall not be responsible or liable, in any manner whatsoever, for any damage or any other harm, caused directly or indirectly by any third party, including any third party authorized, integrated, connected or otherwise granted access to the Services by the Customer.

The Provider does not support, license, endorse or make any representation or warranty with respect to any third-party products, services, applications or integrations not developed by the Provider, whether or not such third parties are connected to the Product at the Customer's request. In no event shall the Provider be liable for any acts, omissions, failures or misconduct of such third parties, nor for any resulting impact on the Customer's data, systems or operations.

ARTICLE 10. FINANCIAL CONDITIONS, INVOICING AND PAYMENT TERMS

10.1 FINANCIAL AND INVOICING CONDITIONS

The financial and invoicing conditions are set out in the Order Form.

Except expressly stated otherwise, any price set forth in the Order Form, is exclusive of VAT, withholding tax, and any other taxes. If applicable, taxes will be due in addition to the price by the Customer

10.2 TERMS OF PAYMENT

Unless otherwise specified in the Order Form, the Provider's invoices are payable within thirty (30) days from the date of issue of the invoice to the payment account specified on the invoice.

After notice of late payment, either electronically or by post, the Provider reserves the right to increase the amount due with interest, in accordance with the applicable legislation, without prejudice to its right to pursue compensation for all collection costs incurred as a result of the late payment. Furthermore, the Provider reserves the right to suspend access to the Services until full payment is received, without prejudice to any other legal actions.

Any dispute concerning an invoice must be sent by the Customer by registered letter or email. If an invoice is not contested within a period of fifteen (15) days, it is presumed to have been accepted by the Customer. In the event of a dispute between the Parties, the Customer shall continue to pay all invoices that are not disputed in good faith. The Customer may not set off any claim for damages or other amounts against undisputed invoices.

10.3 ANNUAL PRICE ADJUSTMENT

The price shall be subject to an annual increase of 5% on each anniversary of the Effective Date, starting from the second year of the Initial Service Term and continuing during each Renewal Service Term. Each increase shall be calculated on the price applicable during the preceding twelve (12)-month period and shall apply automatically, without prior notice being required.

ARTICLE 11. CONTRACT DURATION AND TERMINATION

The Product is used in the form of a Subscription. The details of the Services offered, including the starting date and the Service Term, are indicated in the Order Form. Unless otherwise specified in the STC, the Contract is then automatically renewed for successive Renewal Service Terms of twelve (12) months each, unless otherwise specified in the Order Form.

11.1 TERMINATION

Either Party may terminate the Contract at the end of the Service Term by giving the other Party at least three (3) calendar months' written notice before the end of the applicable Service Term.

Termination shall be made exclusively by sending a registered letter with acknowledgement of receipt to the other Party at its registered address or by email with request of acknowledgement of receipt to the email address, both of which are specified in the Order Form. Failure to comply with this provision will result in the termination not being effective, and the Subscription will be renewed for an additional Service Term.

11.2 TERMINATION FOR DEFAULT

In the event of failure by one of the Parties to fulfil one of its substantial obligations under the Contract, including the Customer's payment obligations, the other Party may invoke the termination of the Contract, if the latter still fails to fulfil its obligations thirty (30) calendar days after having received a specific formal notice on this subject, notified by written notice (including by email or registered letter).

11.3 TERMINATION FOR CAUSE

The Contract may be terminated by either Party with immediate effect or by operation of law by registered letter to the other Party in the following cases:

- in the event of gross negligence by the other Party, consisting of a total or definitive non-performance of one of the obligations or services of that Party which makes it definitively impossible to continue and maintain the Contract. The notion of gross negligence does not include partial non-performance, delay in performance, incorrect performance of the obligations or services of one of the Parties, or any exceptional technical incident when this incident cannot reasonably be attributed directly to one of the Parties and it is not proved that this Party has failed to take reasonable measures to prevent the incident;
- if the other Party is declared bankrupt or is admitted to a judicial reorganization procedure, or becomes insolvent or makes a transfer in favour of creditors or a general arrangement with creditors;

- if the other Party ceases its activities or adopts a resolution for dissolution or liquidation.

11.4 EFFECTS OF TERMINATION

Upon termination or expiry of the Contract for any reason, all amounts accrued and payable by the Customer to the Provider shall become immediately due and payable. Except where expressly provided otherwise in the Contract or required by applicable law, all fees paid or payable for the applicable Service Term are non-refundable.

The Customer's right to access and use the Product and Services shall immediately cease, and the Customer shall discontinue all use thereof.

The Provider may delete the Customer Data from its active systems and shall have no obligation to retain or make such Customer Data available to the Customer, except to the extent retention is required by applicable law, regulation, or legitimate legal or compliance purposes.

Customer Data contained in routine backups, disaster recovery systems, security logs or other archival systems may be retained for the period necessary under the Provider's applicable retention and backup procedures and shall remain subject to the confidentiality and data protection obligations applicable under the Contract. The Provider shall not be responsible for retaining Customer Data beyond the period expressly provided in the Product Specific Terms.

Any provisions which by their nature are intended to survive termination or expiry, including provisions relating to confidentiality, intellectual property, liability, payment obligations, indemnification, dispute resolution and applicable law, shall survive such termination or expiry.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 USE OF THE CUSTOMER REFERENCE

The Customer agrees that the Provider may refer to the Customer and the Parties' collaboration in the Provider's marketing materials, including on its website. The

Customer may withdraw this permission at any time by notifying the Provider in writing, after which the Provider shall not use the Customer as a reference in future marketing materials.

12.2 AMENDMENT

The Provider may amend these GTC at any time, notably adapting it to the evolution of its Services. Such amendments will be notified to the Customer at least thirty (30) days before their entry into force automatically at the start of the next relevant Service Term. In addition, the signing of an Order Form by the Customer after the notification of the changes to the Contract, entails the application of the new terms to all the commitments made by the Customer.

Notwithstanding the foregoing, the Provider shall have the right to amend the Data Processing Agreement (DPA), the Service Level Agreement (SLA) and the Product Specific Terms, including the commercial naming of the Product, which form an integral part of this Contract. Any such amendment shall be notified to the Customer at least thirty (30) days prior to its entry into force.

12.3 ELECTION OF DOMICILE

Any communication between the Parties shall be validly made to the address of the registered office of each company or to the email address provided by each Party. Any modification of those addresses shall, to be valid, be communicated without delay to the other Party.

In the event of notification by a registered letter, it will be deemed to have been made and will take effect on the date of deposit in the post office, the postmark being taken as proof in this respect.

Notifications sent by email shall be deemed to have been made and take effect on the date of sending, provided that the sender does not receive a delivery failure notice.

12.4 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Contract to the extent caused by an event beyond its reasonable control that could not reasonably have been prevented or avoided (“Force Majeure Event”).

Force Majeure Events may include, without limitation, natural disasters, fire, flood, epidemic, war, terrorism, strikes, lockouts, riots, interruption of energy supply, internet or telecommunications failures, loss of connectivity, failures of data storage systems, and acts or decisions of third parties affecting the performance of the Services, including loss of a required third-party licence, provided that the event is not caused by the affected Party's fault or negligence.

The affected obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than three (3) months, either Party may terminate the affected Services or this Contract by giving one (1) month's written notice, without liability for the termination.

12.5 UNPREDICTABILITY

If, due to circumstances beyond the Provider's control, the performance of its obligations cannot be continued or is simply made more expensive or difficult, the Parties undertake to negotiate in good faith and loyally an adaptation of the Contract within a reasonable period of time in order to restore the balance. If no agreement is reached within a reasonable period, each of the Parties may invoke the termination of the contractual relationship between them without compensation or indemnity of any nature whatsoever.

12.6 ASSIGNMENT

Neither Party may assign or transfer any of its rights or obligations under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign or transfer this Contract without the other Party's consent to an affiliate (meaning any entity controlling, controlled by, or under common control with such Party), or to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or business relating to the Product. Any permitted assignment shall not release the assigning Party from its obligations under the Contract, unless otherwise agreed in writing by the Parties.

12.7 SEPARABILITY

Should a provision be deemed null or unenforceable, this shall not result in the nullity or unenforceability of the Contract which shall remain in force for the rest, the null or unenforceable provision being replaced by another provision whose effects shall be as close as possible to those of this provision.

12.8 NO WAIVER

A Party's failure or delay in exercising any right or remedy under this Contract shall not constitute a waiver of that right or remedy. A waiver must be expressly given in writing and shall apply only to the specific instance for which it is given.

12.9 SURVIVAL

Notwithstanding any provisions of this Contract to the contrary, any provision of this Contract that by its terms, nature or operation of law should survive the termination or expiration of this Contract, including, without limitation, confidentiality, intellectual property, terms of payment or limitations of liability.

ARTICLE 13. DISPUTES, APPLICABLE LAW AND COMPETENT JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which the Provider is established, excluding its conflict of laws rules.

Any dispute, claim or controversy arising out of or in connection with the Contract (including its validity, interpretation, performance or termination) shall be subject to the exclusive jurisdiction in which the Provider is established.

ARTICLE 14. DEFINITIONS

"Add-on": refers to optional modules that can be added to the Product to provide additional features for which the Customer can take out a Subscription. An Add-on may be supplied by the Provider or by a third party;

“Customer Developments”: Modifications to the Products and new applications relying on the Products, which are developed by or on behalf of the Customer;

“Customer’s User(s)”: refers to the person(s) working on behalf of the Customer and having access to the Product;

“Effective Date”: The date indicated in the Order Form;

“End User(s)”: refers to the person(s) who are the subject of, or concerned by, the activities carried out by the Customer using the Product;

“Initial Service Term”: refers to the first twelve (12) months period or any longer duration, commencing on the Effective Date indicated in the Order Form;

“Order Form”: refers to the document signed by the Parties describing the nature, the duration and the price of the Services provided under this Contract;

“Product”: refers to as described in the applicable Product Specific Terms. The Customer may subscribe to one or more Products, as specified in the relevant Order Form;

“Renewal Service Term”: Each successive twelve (12)-month period following the Initial Service Term, unless a different duration is specified in the Order Form;

“Services”: refer collectively to the Product and all other services provided in connection with this Contract;

“Service Term”: refers to the Initial Service Term and/or Renewal Service Term, depending on the context;

“Subscription”: refers to the continuous provision of the Services for a fixed period, depending on the subscription tier selected by the Customer and in accordance with the applicable Order Form and/or Product Specific Terms;

“Support”: the technical assistance and customer service provided by the Provider to the Customer to assist with the use of the Product, address user queries, and manage anomalies, as described in Service Level Agreement.