

## SaaS Terms and Conditions (Order Form) U2

The purpose of these SaaS General Terms and Conditions of Sale (hereinafter the "**General Terms and Conditions**") is to govern the subscription to Services offered by Cryptolog International, SAS with capital of €883,527, whose registered office is at 5-7 rue du Faubourg Poissonnière, 75009 Paris, RCS de Paris no. 439 129 164, to a Customer (hereinafter "**Universign**") via an Order Form.

They are supplemented by the General Conditions of Use of a Workspace (hereinafter referred to as the "**GCUET**"), which apply to the Customer and Users of their Workspace.

### DEFINITIONS

Unless otherwise stated, capitalized terms have the meaning attributed to them in this article and may be used in the singular or plural, depending on the context.

**Subscription:** refers to the subscription allowing the Customer access to the Service(s) including a number of Envelopes or units defined and agreed between the Parties in the Purchase Order.

**Anomaly:** means any defect in the design or manufacture of the Software Package, independent of misuse, manifested by malfunctions that prevent the functionalities of the Service from operating in accordance with its Documentation. It must be reproducible by Universign.

**API:** refers to the programmatic access interface to Universign Services.

**Authentication:** refers to the process of confirming the electronic identification of a natural or legal person.

**Time-Stamping Authority (or TSA):** means the authority responsible for the application of the Time-Stamping Policy, the issuance and proper management of Time Marks. For the purposes hereof, the Time-Stamping Authority is AH Universign.

**Certification Authority (or CA):** refers to the authority in charge of creating, issuing, managing and revoking Certificates in accordance with the Certification Policy. For the purposes of the present document, the Certification Authority issuing all Certificates associated with the Service is the Universign CA.

**Order Form:** means any quotation, commercial proposal or order form issued by Universign and signed by the Customer to order one or more Services under the present contract.

**Electronic Seal:** refers to the process used to guarantee the integrity of a sealed Document and to identify the origin of this Document by means of the Certificate used for its sealing.

**Customer:** means a User who has signed an Order Form with Universign.

**General Conditions of Use (or GCU):** refers to the general conditions of use applicable to all Services provided by Universign. They are available on the Website.

**Specific Conditions of Use (or CSU):** refers to the specific conditions of use of the Service they govern. They are available on the Website.

**Workspace General Terms and Conditions of Use (or CGUET):** refers to the general terms and conditions of access to and use of the Services applicable to Customers who create and manage Workspaces under their responsibility, and to Users who are invited to use them by a Customer.

**General Terms and Conditions of Use for Personal Accounts (or CGUCP):** refers to the general terms and conditions of use applicable to Users wishing to benefit from specific Services. They are available on the Website.

**General Conditions of Use (Signatory, Validator) (or CGUSV):** refers to the general conditions of use applicable to a Signatory using the Electronic Signature Service.

**Consumption:** refers to the total number of Envelopes, Electronic Stamps or Timestamps actually consumed over a billing period.

**Time marker:** designates a structure that links a Document to a particular moment in time, establishing proof that it existed at that moment.

**Electronic Document or Document:** refers to all structured data that can be processed by the Service.

**Documentation:** means the functional and technical documentation provided by Universign as part of the performance of the Contract in connection with the use of the Services.

**Data:** refers to all information and data transmitted by the Customer, generated by the implementation of the Service or processed by it.

**Personal Data:** refers to all information and personal data concerning the Customer or Users transmitted to Universign for the purposes of executing the Services.

**Malfunction:** refers to any interruption of the Service observed by Universign resulting in the impossibility for a Customer to connect to the Platform.

**Envelope:** refers to an electronic file containing one or more Documents that are the subject of an initiated transaction, which itself includes one or more Electronic Signatures.

**Workspace:** refers to the computer resources allocated to the Customer by Universign, enabling the Customer to invite Users to use the Services.

**Time-Stamping:** refers to a process that allows the attestation, by means of Time-Stamped, that a Document existed at a given time.

**Identification:** refers to the process of using data or means of personal identification to uniquely identify a natural or legal person, or a natural person representing a legal person.

**Software package:** designates a set of programs, procedures and rules, and possibly documentation, relating to the operation of an information processing system.

**Updates** means successive versions of the Platform containing technical and/or functional improvements, provided by Universign. Updates include all modifications made to the Platform to bring it up to date with regulatory changes and changes affecting the operating environment.

**Registration Operator:** refers to the operator responsible for verifying the identity of a Certificate applicant when a Certificate is requested. The function of Registration Operator may be delegated to one or more persons authorized by the Customer under the terms of a Delegated Registration Operator contract.

**Platform:** refers to the technical infrastructure comprising all hardware, software packages, operating system, database and environment managed by Universign or its subcontractors, on which the Software Package will be operated. It enables the Service to be provided in SaaS mode. It is directly accessible remotely via the Internet directly on the Website, or using a smartphone or touch-sensitive tablet.

**Personal Data Protection Policy or PPDP:** refers to the document presenting information relating to the personal data processed by Universign as part of the Services, the purposes and basis of such processing, the sharing of such data with third parties and the rights applicable to Users who have transmitted such data.

**SaaS (Software as a Service):** refers to the mode of access to the Service. This access is made remotely via the Internet by connecting to the shared Platform hosted on the servers of Universign and its subcontractors.

**Service(s):** refers to the Electronic Signature, Electronic Seal or Time-Stamping service(s) and associated services that Universign undertakes to provide to the Customer in SaaS mode.

**Signatory:** means the natural person who wishes to enter into or has entered into a Transaction with the Customer using the Service.

**Electronic Signature:** refers to the process used to guarantee the integrity of a signed Document and to identify the person who affixes it. Under the terms of the Contract, Universign will provide the Customer with a level 1, level 2 or level 3 Electronic Signature, at the Customer's choice.

**Website:** refers to the [www.universign.com](http://www.universign.com) website

**Storage:** refers to the service associated with the Universign Electronic Signature Service, consisting of the possibility of storing Documents signed using the Service on the Platform.

**Transaction:** means the process between the Customer and the Signatory during which the Signatory signs an Electronic Document proposed by the Customer using the Service.

**User:** means a natural person who is a member of at least one Workspace, and who has an account with specific rights and obligations depending on his or her role, in order to use the Services for professional purposes. The User using a Service within a Workspace acts under the contractual responsibility of the Customer who is at the origin of its creation.

## **ARTICLE 1 - PURPOSE**

The purpose of the present document is to define the conditions under which Universign provides the Customer with the Service(s) identified in the Order Form.

## **ARTICLE 2 - CONTRACTUAL DOCUMENTS**

The contract between Universign and the Customer is formed by the following contractual documents presented in hierarchical order of decreasing legal value (hereinafter the "**Contract**"):

- The Order Form which the parties have agreed to use to order the Services;
- The present General Conditions and its appendices, which form an indivisible whole with the GCU/CSU or GCUET, the GCUCP, the GCUSV, as well as the PPDP;
- Any appendices attached to the Purchase Order(s).

Furthermore, the Customer is informed that the contract formed between Universign and the Signatory is composed of the following contractual documents presented in hierarchical order of decreasing legal value:

- The Service policies published on the Website ;
- CGU/CSU or CGUSV and PPDP ;
- CGUCP, CGUET, if applicable ;

In the event of contradiction between one or more provisions in the above-mentioned documents, the higher-ranking document takes precedence.

The Customer acknowledges that the acceptance of the Contract excludes the application of any terms and conditions of purchase not expressly accepted by Universign.

In the latter case, all the contractual documents listed above shall prevail over the Customer's general terms and conditions of purchase, notwithstanding any clause to the contrary.

No particular annotation added by hand by the Customer to the Purchase Orders will have any value unless expressly accepted by Universign.

Universign reserves the right to modify these General Terms and Conditions at any time and without prior notice. The General Terms and Conditions applicable will be those in force on the date of the Order placed by the Customer.

The applicable General Terms and Conditions as well as previous versions are permanently accessible on the Website, in a format that allows them to be printed and/or downloaded by the Customer.

The General Terms and Conditions are systematically validated by the Customer as part of any Order, and the Customer hereby declares that he has read them and accepted them without reservation.

### **ARTICLE 3 - ORDERS**

Sales of Services are considered complete after Universign has issued an offer, expressly accepted by the Customer (validation, signature of the Customer's Order Form or payment for all or part of the Services).

Within the limits of Universign's possibilities, any order modifications requested by the Customer will only be taken into account after signature by the Customer of a new specific Purchase Order and possible price adjustment.

#### **ARTICLE 4 - EFFECTIVE DATE - DURATION**

Unless otherwise specified in the Purchase Order, the Contract comes into force on the date of signature of the Purchase Order by the Customer, for an initial term of twelve (12) months. Unless terminated by one of the Parties three (3) months prior to the initial expiry date, the Contract will be renewed by tacit agreement for successive periods of twelve (12) months, unless expressly terminated by one of the Parties by registered letter three (3) months prior to the anniversary date of the Contract.

Envelopes or units acquired as part of an annual Subscription that have not been used during the year in question will not be carried over to the following year, nor reimbursed by Universign to the Customer.

In the event that the Customer consumes Envelopes or units in excess of the number of Envelopes or units included in the annual Subscription, Universign will invoice the Customer for Envelopes or units consumed in excess of the Subscription at the unit cost indicated on the Order Form. The invoice specifying the number of Envelopes or units consumed beyond the Subscription subscribed to by the Customer, as well as the total associated cost, will be sent by Universign at the end of each month concerned, in accordance with the invoicing and payment conditions specified in article 8.1 herein.

#### **ARTICLE 5 - OBLIGATIONS OF THE PARTIES**

##### ***5.1. Customer's obligation***

Under the terms of the Contract, the Customer undertakes :

- To ensure, prior to the implementation of the Service and with regard to the Documentation, that it has the necessary means to use the Service;
- To implement and maintain adequate procedures for the use of the Software Package and to have at its disposal a set of means appropriate to its implementation and operation;
- To have qualified personnel available to implement and operate the aforementioned programs, and to ensure that its personnel are trained in their use;
- To take into account and implement the advice provided by Universign and to comply with its warnings;

- To provide Universign with accurate information for the use of the Service; and
- To access the Service via the API in accordance with the Documentation.

The Platform can be accessed remotely by the Customer by means of an identifier, the security of which he is responsible for. The Customer is responsible for the safekeeping and use of his login. He/she will take all necessary measures to prevent unauthorized or fraudulent use of the Service by means of his/her identifier. In the event that the Customer becomes aware of or suspects unauthorized or fraudulent use of his ID or any other breach of security, he must immediately alert Universign via the support service.

Universign shall not be liable for any damage resulting from the use of the Platform by an unauthorized third party, due to the Customer's fault or negligence.

### ***5.2 Universign's obligation***

Universign has a general obligation to advise and inform the Customer during the implementation of the Service and undertakes to provide services in accordance with the Service described in the Contract and its appendices.

Universign will send the Customer, on request, the Documentation including the functional specifications of the Service as well as the technical specifications necessary for its use.

### ***5.3. Obligation to cooperate***

The Parties undertake to perform the Contract faithfully and in good faith, and to cooperate and assist each other.

## **ARTICLE 6 - DESCRIPTION OF SERVICES**

### ***6.1. Access***

The Services are accessible on the Internet via the Website or the API.

### ***6.2. Specific features of the Services provided***

The description of the Electronic Signature, Electronic Stamp, Time-Stamping, Signature/Stamp Preservation and Validation Services ordered as part of a Purchase Order are described in the Appendix "Description of Orderable Services" herein and provided in accordance with the applicable GCU or GCUET.

### ***6.3. Availability***

Access to the Platform is available 7 days a week, 24 hours a day.

The Customer is informed that connection to the Service is via the Internet. The Customer is aware of the technical hazards that may affect this network, resulting in slowdowns or unavailability, making connection impossible. Universign cannot be held responsible for such slowdowns or unavailabilities, and particularly draws the Customer's attention to the importance of choosing the right Internet service provider.

Universign provides the Customer with information on the availability of the Service via the url <http://status.universign.com/>. Universign offers the possibility of subscribing to a notification system for Service incidents via this site.

#### ***6.4. Online support and updates***

Universign undertakes to provide online support and Updates in order to continuously improve the quality and/or functionality of the Service for its Customers.

##### ***6.4.1. Online support***

Under the terms of the Contract, Universign provides support for the Services through a team of support technicians.

The support department can only be contacted by e-mail from 9am to 6pm, Monday to Friday (excluding public holidays) at [support@universign.eu](mailto:support@universign.eu).

Assistance consists of providing answers to Malfunctions and Anomalies encountered and reported by Customers when using the Services.

Online support services do not cover problems related to hardware and software not supplied by Universign, nor those related to the Customer's networks.

##### ***6.4.2. Supply of Updates***

Universign undertakes to use all means at its disposal to ensure that the Updates carried out do not affect the level of regulatory and normative compliance of the Service.

In the event that an Upgrade degrades the performance and/or functionality of the Service and specifically impacts the Customer's use of the Service, Universign undertakes to maintain, under the conditions set out herein, the functional version of the Service prior to the Upgrade, for a period of six (6) months or until a new functional Upgrade.

Any Update is decided unilaterally by Universign.



### ***Corrective updates***

Corrective maintenance exclusively concerns the Software Package.

Universign is responsible for correcting any anomalies identified. Universign may also communicate a workaround solution to the Anomalies identified by the Customer. The Anomaly must be reported to Universign with sufficient precision to enable Universign to intervene.

### ***Upgradeable updates***

Upgrade maintenance is carried out by making the latest commercialized version of the Software Package available via the Platform.

### ***6.4.3. Technical limitations to online assistance and the provision of Updates***

The online support and maintenance services do not include any intervention by Universign resulting from :

- Use of the Software Package that does not comply with the Documentation, the instructions for use or its intended purpose, or abnormal use for any reason whatsoever (negligence, operating error, accident, etc.);
- A problem of compatibility between the Service and any of the Customer's equipment resulting from the Customer's failure to comply with the technical prerequisites;
- Failure of any component of the customer's software environment (operating system, other software or packages, network systems, etc.);
- In general, failure by the Customer to comply with its obligations under the Contract.

## **ARTICLE 7 - PRICE OF SERVICES**

The Services are provided at the rates in force on the date the Order is placed, under the conditions described in the Order Form. Prices may be revised under the conditions described in article 9 - Revision.

Prices are net and exclusive of tax.

## **ARTICLE 8 - PAYMENT TERMS**

### ***8.1. Invoicing - Payment terms and deadlines***

Unless otherwise specified in the Purchase Order, the cost of subscription to a Service is invoiced annually in arrears (i) upon signature of the Purchase Order for the first year, and (ii) on each anniversary date of the Contract.

Other costs relating to the Service are invoiced in arrears at the end of each month.

Unless otherwise specified in the Purchase Order, invoices issued by Universign take account of current tax and social security provisions and, should these be modified, the resulting price variations will take effect from the date of their application.

All invoices are payable within thirty (30) days of their date of issue by direct debit.

In this respect, the Customer undertakes to provide the SEPA Mandate required for its implementation on the date the Purchase Order is signed.

Notwithstanding the provisions of article 1342-10 of the French Civil Code, it is expressly agreed that in the event that several invoices are due and the Customer makes a partial payment, Universign will be free to allocate the said payment as it sees fit.

## ***8.2. Exclusion of discount***

No discount will be granted by Universign for payment in cash or within a period shorter than that stated in these General Terms and Conditions or on the invoice issued by Universign.

## ***8.3. Late payment penalties***

In the event of late payment of sums due by the Customer after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at the annual rate of 20% of the amount (including VAT) of the price of the Services shown on the said invoice, will be automatically and by right acquired by Universign, without any formality or prior formal notice, and will result in the immediate payment of all sums due to Universign by the Customer, without prejudice to any other action that Universign may be entitled to take against the Customer in this respect. In addition, a fixed indemnity of forty (40) euros will be payable for each invoice affected by late payment, corresponding to collection costs, in accordance with the conditions laid down by decree.

Under no circumstances may the customer delay payment of an invoice on the grounds that Envelopes or units specified in the Purchase Order have not been fully consumed.

## ***8.4. Suspension of service - Cancellation of services***

In the event of non-compliance with the above payment conditions, Universign also reserves the right to suspend or cancel the supply of Services ordered by the Customer. It also reserves the right to suspend performance of its obligations and to reduce or cancel any discounts granted to the Customer.

## **ARTICLE 9 - REVISION**

### ***9.1 Annual indexing***

The price will be revised annually, but the increase will be limited to once the variation in the revised Syntec index increased by two percent (2%), it being understood that the variation in the revised Syntec index used will be that observed over the entire period since the last price revision applied by Universign.

In accordance with article 1167 of the French Civil Code, in the event of the disappearance of the selected index, the Parties will use the nearest index. The price will then be calculated on the basis of the replacement index, using the necessary correlation coefficient.

In the event of a dispute arising from the application of the new index, jurisdiction is expressly assigned to the President of the Paris Commercial Court.

### ***9.2 Price changes in the event of changes to the Service(s)***

In addition, Universign reserves the right to modify the price of the Service(s) subscribed to by the Customer, in particular in the event of changes in applicable regulations or in the rates applied by operators or subcontractors, at any time during the term of the Contract, after having notified the Customer in writing at least three (3) months before the date on which the new applicable rates come into force. The Customer may terminate the Contract by notifying Universign by registered letter within the stipulated period. Once the three (3) month notice period has elapsed, and without notification from the Customer, the new rates will automatically come into force.

## **ARTICLE 10 - LIABILITY**

Universign undertakes to take all reasonable care in the execution of the Services in accordance with the best practices of its profession and in collaboration with the Customer, but can only be held to an obligation of means.

Universign cannot be held liable for any damages other than those resulting directly and exclusively from a fault in the performance of the Service ordered.

Universign may not be held liable in the event of use of the Service which does not comply with the GCU/CSU or CGUET, in the event of careless application or failure to

apply the advice of use provided as part of the assistance or advice which does not emanate from Universign itself.

Universign shall not be held liable in the event of impossibility of access to the Services due to an event beyond its control.

In the event of Universign being held liable, for whatever reason and on whatever legal basis, all damages combined and accumulated will, by express agreement, be limited to the amount (excluding VAT) paid by the Customer for the Service concerned during the twelve (12) months preceding the event giving rise to the damage.

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

The Parties declare that they are in possession of all intellectual property rights, in particular copyright, design rights, patent rights and trademark rights, enabling them to enter into and perform the Contract.

Each of the Parties remains the owner of all its intellectual property rights or other rights relating to its elements used by the other Party within the framework of the Contract, such as logos, trademarks or distinctive signs of each of the Parties, without recourse to any modification or adaptation without the express consent of the owning Party.

The Contract does not transfer any of these rights from one Party to the other.

However, for the duration of the Contract, each Party grants the other Party a personal, non-transferable and non-exclusive right to use all elements belonging to it that are necessary or useful for the sole performance of the Contract, and in particular for the supply and operation of the Service.

Universign guarantees that it holds all intellectual property rights to the Service, and retains intellectual property rights to the Software Package. The Service, the backups as well as the associated API and Documentation, subject to the provisions of the French Intellectual Property Code, are and remain the property of Universign. The Customer undertakes not to directly or indirectly infringe Universign's rights.

The Customer undertakes to take all necessary measures to ensure the secrecy of and respect for the property rights in the Software Package with regard to authorized users and any external person who may have access to the Platform.

In particular, the Customer undertakes to take all necessary steps to ensure that its personnel do not keep any documentation or reproductions of the Software Package outside its production site.

The rights granted to the Customer under the terms of the Contract consist exclusively of the right to use the Service, the Documentation and the associated API for the duration of the Contract. The granting of this right to use the Service under the Contract does not entail the transfer of any property rights;

Universign authorizes the Customer to duplicate the Documentation in whole or in part, to make modifications if necessary, and to distribute it within its services, in accordance with the French Intellectual Property Code. Any modifications made to the Documentation by the Customer are made under the Customer's own responsibility.

## **ARTICLE 12 - COUNTERFEIT WARRANTY**

In the event of a claim that the Software Package infringes an intellectual property right, Universign may, at its option and at its own expense, either replace or modify all or part of the Software Package, or obtain a license for the Customer to continue using the Service, provided that the Customer has complied with the following conditions:

- That the Customer has accepted and performed all of its obligations hereunder;
- That the Customer has notified Universign, within one week, in writing, of the infringement action or the declaration having preceded this action;
- Universign is in a position to defend its own interests and those of the Customer, and to this end, that the Customer collaborates loyally with Universign by providing all the elements, information and assistance necessary to carry out such a defence.

In the event that none of these measures is reasonably possible, Universign may unilaterally decide to terminate the Contract and reimburse the Customer for the fees paid under the Contract.

The provisions of the present article define the entirety of Universign's obligations with regard to patent and copyright infringement as a result of the use of the Service.

## **ARTICLE 13 - TERMINATION**

In the event of non-compliance by the Customer with its obligations hereunder, Universign may terminate the Service ipso jure and without any particular formality, if the Customer fails to remedy its default within thirty (30) days from the date of issue of the written notification sent by Universign.

After notification of termination, the Customer's user account remains accessible until the last day of the month following receipt of the date of acknowledgement of termination. However, no Services (Electronic Stamp, Electronic Signature, Time-Stamping, etc.) may be used after the date on which the termination of the Service is taken into account, the Customer account remaining accessible for consultation

purposes only. Transactions in progress on the date on which the Service is terminated are cancelled.

Early termination or non-renewal by reason of denunciation of the Contract by the Customer does not entitle the Customer to a refund of the sums received by Universign in respect of the annual Subscription and the monthly invoiced Services, nor of the amounts of the unused Envelopes or units.

#### **ARTICLE 14 - CONFIDENTIALITY**

Under the terms of this Agreement, it is expressly agreed that all information concerning the Parties, their members, their staff, their suppliers, their equipment, their operating methods and/or their organization or any other information that may be related to their activity, which may be transmitted by any means whatsoever, by the Parties in the context of or with a view to the performance of the Service by Universign in application of the Agreement, or of which the Parties may become aware in the course of the Agreement, is strictly confidential.

To this end, the Parties undertake to :

- Not to use, directly or indirectly, in any manner whatsoever and for any purpose whatsoever, all or part of the information for their own account or for the account of third parties or to permit such use.
- Not to divulge to any third party whatsoever any information transmitted or brought to their knowledge by the other party or revealed in the course of services performed on behalf of the customer, in any capacity whatsoever and in any manner whatsoever;
- Not to modify or cause to be modified by any means whatsoever the information or data supplied, other than as provided for in the Contract, and to respect the security rules relating to their confidentiality;
- Keep all information, Documents or Data transmitted by the other Party, under the same security conditions as their own confidential Data or documents;
- Respect and ensure respect by their personnel, agents and subcontractors or others, of the safeguards and security measures taken both with regard to the logical security of hardware, computer programs and networks, and to guarantee the confidentiality and security of items provided to the other Party or of which the other Party may have become aware in the context of or in connection with the Contract or the Services entrusted to them in application thereof.

Universign's subcontractors are not considered third parties for the purposes of this article.

The present confidentiality undertaking shall last for the entire duration of the Contract and shall continue for three (3) years after its expiry.

The obligation incumbent on the Parties does not apply to information whose disclosure has been authorized by the other Party.

It is specified that the Contract, its appendices and amendments are also confidential and may not be communicated to third parties without the agreement of the Parties, with the express exception of obligations to disclose to which Universign may be bound by virtue of legal obligations or in the context of legal proceedings, and of the assumptions necessary for the proper performance by the Parties of the present contract.

## **ARTICLE 15 - COMPLIANCE WITH THE LAW**

Universign complies with French and European regulations applicable to it in its capacity as a trusted service provider. Universign is not obliged to assume the Customer's legal and administrative obligations, including those relating to the Services provided under the Contract.

It is the Customer's responsibility to ensure compliance with the laws and regulations applicable to him/her, without being able to hold Universign liable.

The use of the aforementioned Services by Signatories not located in the country in which the Customer has indicated his domicile, although not expressly prohibited, shall in no case allow the Customer to assert his rights outside the European Union, provided that the contractual provisions are complied with.

Pursuant to European Commission Decision (EU) 2015/115 of September 8, 2015, the qualifications and certifications of trust services provided by Universign can be accessed at <https://eidas.ec.europa.eu/efda/tl-browser/#/screen/home> (*European Commission publication website*).

## **ARTICLE 16 - PERSONAL DATA**

The Parties shall in all circumstances comply with the regulations applicable to them regarding the protection of Personal Data, in particular the provisions of the French Data Protection Act no. 78-17 of January 6, 1978 as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter "**RGPD**") and Ordinance no. 2018-1125 of December 12, 2018, and shall endeavor to treat Personal Data diligently and confidentially.

### ***16.1. Universign acting as personal data controller***

Universign processes the Personal Data required :

- To ensure compliance with legal or regulatory requirements applicable to trusted service providers;
- To build and maintain audit trails and evidence files ;
- To guarantee the neutrality of Signature's operations.

In this context, Universign acts as the "Data Controller" within the meaning of Law No. 78-17 of January 6, 1978 as amended and the RGPD.

The characteristics of this processing and the way in which it is carried out are specified in the Appendix "Processing and securing personal data under the Contract".

### ***16.2. Universign acting as Joint Data Controller***

Where applicable, if the Customer has subscribed to the Storage and Conversation of Signed Documents service, the processing of Personal Data is carried out under the joint responsibility of Universign and the Customer.

This joint responsibility is understood within the meaning of the RGPD.

The characteristics of this processing and the terms of its implementation are specified in the Appendix "Processing and securing Personal Contract Data".

## **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

***Force Majeure: In the event of the*** occurrence of a case of force majeure, as usually understood by the jurisprudence of French courts, neither Party may be held responsible for a breach of any of its contractual obligations. The Party invoking the benefit of force majeure must inform the other Party as soon as possible by registered letter with acknowledgement of receipt. This letter shall include a brief description of the event presenting the characteristics of force majeure as well as an estimate of its duration, and shall inform the other Party of the normally foreseeable consequences of force majeure on the performance of the Contract.

Performance of the Contract will initially be suspended for a period of fifteen (15) days.

If the force majeure continues beyond this period, either Party may terminate the Contract by registered letter with acknowledgement of receipt, effective fifteen (15) days after receipt.



In the event of force majeure or unforeseen circumstances, services not performed do not entitle the customer to payment.

**Notifications:** Any complaint or notification from a Customer must be sent to Universign by post to its registered office at 5-7, rue du Faubourg Poissonnière - 75009 Paris or via the forms available on the Website.

**Partial nullity:** The declaration of nullity or ineffectiveness of any stipulation of the Contract does not automatically entail the nullity or ineffectiveness of the other stipulations, unless the balance of the Contract is modified.

**The Parties** agree that the validation of the Purchase Order, the conclusion and renewal of the Contract, as well as the payment of royalties and/or invoices issued, signify that the Customer has read and accepted the General Terms and Conditions in force on the date of such validation, conclusion, renewal or payment. The Customer is hereby informed that these General Terms and Conditions are accessible from the Website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Terms and Conditions are also available on the Website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.

It is understood that the present General Terms and Conditions cancel and replace any General Terms and Conditions previously accepted between the parties for the same purpose and in force. They prevail over any unilateral document of either party, including the Customer's Purchase Order. However, any specific conditions set out in the Purchase Order duly signed by both parties shall apply to the Services exclusively designated in said document. Any special annotation added by hand by the Customer will only be valid if expressly accepted by Universign.

**Assignment, subrogation, substitution:** Under no circumstances may the Contract be assigned, in whole or in part, for valuable consideration or free of charge, by the Customer, without Universign's express prior written authorization.

**No waiver:** The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations hereunder shall not be construed for the future as a waiver of the obligation in question. The Customer irrevocably waives any demand, claim, right or action against Universign relating to the performance of the Contract and which would be formulated more than twelve (12) months after the cause of action, and therefore irrevocably waives the right to bring any action before any jurisdiction on this basis against Universign.

**Invalidity of a clause:** If any clause of these GCS is considered invalid or without object, in application of a law or regulation or following a court decision, it shall be deemed unwritten and the other clauses shall remain in force.

**Domicile:** For the performance of the Contract and its consequences, the Parties respectively elect domicile at the addresses indicated at the head of the present document.

**References:** Universign is prohibited from quoting or including in any communication medium intended for the general public and whatever the medium used, the Customer's name, the Customer's logo, the products or services supplied to the Customer and/or the services provided on behalf of the Customer, without the Customer's prior written consent.

However, the Customer hereby expressly authorizes Universign, on an exceptional basis, to reproduce the Customer's name and logo on its Internet sites and communication media in the list of its customers as soon as the Contract has been signed.

## **ARTICLE 18 - APPLICABLE LAW AND JURISDICTION**

All contractual documents making up the Contract are governed by French law. Only the French version of this document shall be binding on the parties, even in the case of translations, which are expressly provided for convenience only and shall have no legal effect, in particular on the interpretation of the contract or of the parties' common intention.

In the event of difficulties in the performance and/or interpretation of the documents constituting the Contract, and prior to bringing the matter before the competent courts, the Customer shall contact Universign in order to use their best efforts to resolve the dispute.

**IN THE EVENT OF A DISPUTE, AND AFTER AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS GRANTED TO THE PARIS COMMERCIAL COURT, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY OR CONSERVATORY PROCEDURES, OR BY APPEAL.**

**IN THE EVENT OF OPPOSITION BY THE CUSTOMER TO AN APPLICATION FOR AN INJUNCTION TO PAY, THE PARIS COMMERCIAL COURT IS ALSO EXPRESSLY EMPOWERED TO ACT.**