

## **General Terms and Conditions for Associated Services**

After having defined its needs according to its structure, its organization and the knowledge of its personnel, the Customer wishes Cryptolog International, SAS, located at 7 rue du Faubourg poissonnière, 75009 Paris, RCS de Paris n° 439 129 164 (hereinafter "Universign") to provide it with additional or complementary Services in accordance with the present General Conditions of Associated Services (hereinafter "General Conditions"). These Terms and Conditions apply to purchases of Services made on the basis of Purchase Orders.

### **DEFINITIONS**

#### **Adaptation**

The term "Adaptation" covers any specific development and/or creation of interfaces. Under no circumstances may any Adaptations made hereunder result in Universign being obliged to hand over the source codes of said Adaptations.

#### **Order form**

The term "Purchase Order" refers to any quotation, commercial proposal or purchase order issued by Universign and signed by the Customer to order Services hereunder.

#### **Customer**

The term "Customer" refers to a User who has signed an Order Form with Universign.

#### **Service**

The term "Service(s)" applies to all services provided by Universign as part of the implementation of the Services and carried out under the terms of this Agreement. Services may include technical/functional support, profile configuration, documentation creation, Level 2/3 signature support, reporting configuration, and/or OED deployment. The list of Services is not exhaustive. The Services ordered by the Customer are specified in the Order Form(s).

#### **Service(s)**

The term "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.

## **1. CONTRACTUAL DOCUMENTS**

The Contract is formed, between Universign and the Customer, by the following contractual documents presented in hierarchical order of decreasing legal value:

- the present General Conditions,
- the Purchase Order agreed between the Parties to order the Services,
- any appendices attached to the Purchase Order(s).

The Customer acknowledges that acceptance of the Contract shall exclude 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.

## **2. PURPOSE**

The purpose of the Contract is to define the conditions under which Universign provides the Customer with the Services identified in the Purchase Order.

## **3. DURATION**

The Contract takes effect upon signature by both Parties of the Purchase Order referring to the Contract, and terminates upon completion of the Services ordered. Any new order for Services subsequently placed by the Customer will be governed exclusively by the General Terms and Conditions in force, once a new Purchase Order has been issued and signed by the Parties.

The sections "Rights Granted", "Warranties and Liabilities", "Confidentiality" and "Governing Law and Jurisdiction" herein shall continue in full force and effect according to their own terms after the expiration of the Agreement.

The expiry of the Contract does not release the Customer from its obligation to pay the sums due under the Contract.

## **4. DESCRIPTION OF SERVICES**

The various services offered by Universign are described on its website at [www.universign.com](http://www.universign.com), to which the Customer has free access. Customers should refer to the description of the offer to which they have subscribed for details of the scope of the Services offered.

Universign informs the Customer that the scope of these services may change in the future.

## **5. OBLIGATIONS OF THE PARTIES**

### **5.1 Universign's obligations**

Universign undertakes to :

- Perform all the Services described in the Purchase Order, in compliance with the terms and conditions defined in the Contract;
- Notify the Customer in writing of any facts known to it which may compromise the proper performance of the Services;
- Submit to the Customer a quotation and a provisional lead time for additional Adaptations corresponding to analysis elements not initially requested, on the basis of the current price list for Services.

### **5.2 Customer obligations**

The Customer undertakes to :

- Qualified personnel ;
- Designate an available, qualified reference manager from among your staff, with decision-making authority for the proposed solutions;
- Provide, free of charge, the machine time and personnel required for testing and operation of all Services;
- If necessary, ensure Universign personnel free access to the premises where the Services are to be performed.
- Ensure that company structures take account of the new conditions resulting from the implementation of Services and Prestations and, if necessary, determine and take the necessary organizational or reorganizational measures;
- Provide Universign with all elements and information necessary for the proper performance of the Services;
- Pay the agreed price in accordance with the "Financial Terms" article of the Contract.

### **5.3 Common obligations**

The estimated duration of the Services may be established by mutual agreement between the Parties as corresponding to a realistic forecast based on the information communicated to Universign by the Customer, and in particular its initial functional coverage. Consequently, the refinement of the Customer's requirements may lead to a change in the estimated costs of the Services.

Exceeding these deadlines does not imply any fault on the part of Universign in the performance of its obligations.

The Parties agree that the successful achievement of the provisional schedule depends on the availability of the personnel, software, premises and data that each of them is obliged to provide under the Contract.

This is an important article for Universign.

## **6. FINANCIAL TERMS AND CONDITIONS**

The price corresponding to the Services ordered is shown on the Order Form(s).

Travel and accommodation expenses are the responsibility of the Customer and are invoiced according to the terms set out in the Purchase Orders.

Prices are net and exclusive of tax.

Unless otherwise stipulated in the Purchase Order, payment for the Services shall be made (i) upon delivery of the Services or (ii) on the basis of the monthly invoice drawn up by Universign and summarizing the Services performed during the previous month if the performance of a Service extends beyond a one-month period.

Payment is due thirty (30) days after the invoice date, by any dematerialized means of payment such as a SEPA money order or automatic transfer.

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.

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 daily rate of 3% (three percent) 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 notice, and will result in the immediate payment of all sums owed 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 for collection costs of 40 (forty) euros will be payable in accordance with the conditions laid down by decree.

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.

In the event of non-payment of a single invoice on its due date, Universign may, without prior notice, demand immediate payment of all sums still owed to it by the Customer. Universign will then have the right to suspend the performance of its Services until the Customer has paid the invoice in question. The Parties agree that this suspension cannot be considered as a termination of the contract by Universign, nor can it give rise to any right to compensation for the Customer.

No compensation may be made without the formal agreement of Universign.

## **7. RIGHTS GRANTED ON ADAPTATIONS**

In the event of Universign making Adaptations, Universign hereby grants the Customer a non-exclusive and non-transferable right to use the Adaptations as part of the Services provided to the Customer.

The license to use the Adaptations granted hereunder shall become effective upon payment of the Services to Universign and shall remain in force for as long as the Customer uses the Services in the defined territory.

The Adaptations made are and will remain the property of Universign.

## **8. WARRANTY AND LIABILITY**

### **8.1 Warranty**

Universign undertakes to perform the Services in accordance with the best practices of its profession, its know-how, its experience and its expertise.

Universign is only bound by an obligation of means in respect of the Services provided. In the event of non-conforming Services, Universign will carry out the ordered Services again, and, in cases where Universign is unable to provide them, will refund any amount already paid for the order not carried out.

The above warranties are limited, and Universign does not warrant the correction of all errors, nor that the Adaptations will operate uninterruptedly or error-free, nor, in general, the ability of the Services to meet the Customer's particular objectives. In this respect, the Parties expressly exclude under the Contract, and the Customer accepts, the application of the legal provisions relating to the warranty for defects or hidden faults in the Adaptations.

### **8.2 Liability**

Universign cannot be held liable for any delay in the performance of the Services. In addition, Universign cannot be held responsible for the careless application or non-application of the advice for use provided, or for advice that does not come from Universign itself.

Under no circumstances will Universign be held responsible for the destruction or deterioration of files or programs in the event of intervention on the Customer's site. It is the customer's responsibility to protect against such risks by making the necessary backups.

Under no circumstances shall Universign be liable to the Customer or any third party for indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance whatsoever, loss of profit, damage to brand image, loss of data and/or files.

In any event and whatever the basis of Universign's liability, the damages and any compensation owed by Universign to the Customer, for any reason whatsoever, may not exceed the sums paid by the Customer under the relevant Purchase Order.

The provisions of these general terms and conditions establish a division of risk between Universign and the Customer.

The price reflects this distribution as well as the described limitation of liability.

## **9. FORCE MAJEURE**

In the event of a case of force majeure, as usually understood by the jurisprudence of the 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.

Services not performed in the event of force majeure or unforeseen circumstances do not entitle the customer to payment.

## **10. TERMINATION**

In the event of a breach by one of the Parties of an obligation under the Contract, not remedied within a period of fifteen (15) calendar days from the sending of a registered letter with acknowledgement of receipt notifying the breach in question, the other Party may terminate the Contract without prejudice to any damages and interest to which it may be entitled hereunder.

In addition, in the event of non-payment of sums due by the Customer, which are not the subject of justified reservations, and explicitly notified to Universign, the latter may terminate the Contract by operation of law and without delay after having notified the Customer by registered letter with acknowledgement of receipt, this not preventing Universign from doing everything in its power to recover its debts.

## **11. CONFIDENTIALITY**

Under the terms hereof, it is expressly agreed that all information concerning the Parties, their members, their personnel, 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 course of or in connection with the performance of the Service by the Service Provider pursuant to this Agreement, or which may come to the attention of the Parties in the course of such performance, is strictly confidential.

As such, each of the Parties undertakes to keep them strictly confidential and to refrain from communicating them to anyone, except for purposes strictly necessary for the proper performance of the Contract, and to refrain from exploiting them, directly or indirectly, or allowing them to be exploited by a third party under their control, for any purpose other than the proper performance of the Contract.

In the context of a professional activity, the Customer undertakes to take all necessary measures to ensure the secrecy, confidentiality and respect of Universign's property rights with regard to its staff and any external person who may have access to the results of the Services.

The results of the Services, the Adaptations and their documentation are designated as confidential.

The Parties shall be bound by this obligation for as long as the data concerned has not become public, unless the Party concerned gives its prior express consent to the confidentiality being lifted.

## **12. RELATIONS BETWEEN THE PARTIES**

Unless otherwise agreed in writing, the Customer is responsible for the Services provided under this Agreement. Universign guarantees that it performs its Services using qualified personnel, in accordance with the conditions laid down by law, and that it is not subject to the provisions of the French Labour Code prohibiting clandestine or irregular work.

The Services provided under the Contract may relate to Services to which the Customer subscribes under a separate contract. The said contract referenced with Universign will govern the use of the Services.

### **13. ASSIGNMENT OF CONTRACT**

Under no circumstances may the Contract be transferred in whole or in part by the Customer, whether free of charge or in return for payment.

### **14. NO UNPLUGGING**

The Customer waives the right to employ or have employed, directly or through an intermediary, any Universign collaborator, whatever their specialization and even if the initial solicitation is made by the said collaborator. Any hidden remuneration is also forbidden.

This waiver is valid for the duration of the contract and for a period of two (2) years from its expiry. Should the Customer fail to comply with this obligation, he undertakes to compensate Universign by immediately paying a lump sum equal to the gross salary received by the employee during the twelve (12) months prior to his departure.

### **15. MISCELLANEOUS PROVISIONS**

**Notifications:** All notifications required by the Contract will be made by Registered Letter with acknowledgement of receipt and will be deemed validly made to the addresses indicated at the head of the present document, unless a notification of change of address has been made. Notwithstanding the notifications provided for by registered letter with acknowledgement of receipt, the Parties agree that information relating to the conclusion or performance of the contract may be sent by e-mail. In particular, in accordance with article 1126 of the French Civil Code, the Customer acknowledges that Universign may send him/her by e-mail any notification relating to the evolution and modification of the Contract. The Customer hereby expressly accepts the use of this means of communication. The Parties agree that e-mails exchanged between them shall constitute valid proof of the content of their exchanges and commitments.

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



***Commitments of the parties*** : 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 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 available on the [www.universign.com](http://www.universign.com) 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 at [www.universign.com](http://www.universign.com). 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.

***Modifications to the Services*** : The Customer's requests for modifications to the Services performed under the Contract shall be made in writing. This condition applies generally to any request for modification, including changes in planning or specification. Universign will then submit a new quotation to the Customer.

***Waiver***: The fact that one of the Parties does not invoke a breach by the other Party of any of its obligations hereunder shall not be construed as a waiver of the obligation in question for the future. 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.

***References***: Universign reserves the right to include the Customer's name on a list of references.

## **16. APPLICABLE LAW AND JURISDICTION**

This Contract is governed by French law.

**In the event of a dispute, and after an attempt to find an amicable solution, jurisdiction is expressly assigned to the Commercial Court of Paris, notwithstanding multiple defendants or the introduction of third parties, even for emergency or conservatory proceedings, in summary proceedings or by petition.**

**In the event of opposition by the Customer to a request for an order to pay, jurisdiction is also expressly assigned to the Commercial Court of Paris.**