

## Terms of Use

### 1. Presentation

- Canyon LTS SAS, a company with a nominal capital of €5.000, having its registered office at 9 rue Ambroise Thomas, 75009 Paris, France and registered with the company number 882 721 855(the "**Company**")
- Software: Canyon (the "**Software**")
- Service: the provision of the Software (the "**Service**")
- Website: [www.canyonlegal.com](http://www.canyonlegal.com) (the "**Website**")

### 2. Formation

- 2.1. These terms of use (the "**Terms of Use**") apply to the agreement (the "**Agreement**") entered into between the Company and the customer (the "**Customer**") and through which the Company provides the Customer with the Service. The Company and the Customer are individually referred to as a "**party**" and collectively as the "**parties**" to the Agreement.
- 2.2. All publicly displayed pricing and features of the Service (e.g. online or on informative brochures) are provided for information purposes only. Only the pricing and features included in the offer communicated to the Customer may be binding to the Company. The period of validity of the offer is thirty (30) days unless otherwise specified in the offer.
- 2.3. The Customer accepts the offer for the Service, as the case may be, by accepting in writing or by sending back a signed purchase order issued by the Company or by confirming in writing to the Company (including by email) that the Customer subscribes to the offer for the Service.
- 2.4. By accepting the offer, the Agreement enters into force, the Customer consents to the application of the Terms of Use and waives the application of any conflicting provisions of any purchaser Terms of Use or any other document emanating from the Customer which, in the absence of this article, would conflict with the Terms of Use. However, the provisions that would be applicable by virtue of mandatory legal rules to which the Customer is subject (such as, for example, public procurement rules) prevail over the provisions of the Terms of Use.

### 3. Service

- 3.1. The Company undertakes to use its best efforts corresponding at least to what the Customer is entitled to expect from a professional in the field to provide the Service with quality and speed.

- 3.2. If the Company offers the hosting of the data on the Software, the Company excludes any guarantee regarding the level of availability, backup and restoration of such data.

#### **4. Intellectual Property**

- 4.1. Throughout the term of the Agreement, the Company grants to the Customer, in exchange for the payment of the price, a non-exclusive, non-transferable and non-licensable worldwide license to use the Software and limited to the functionalities to which the Customer has subscribed, subject to payment in full of the price by the Customer and subject to compliance by the Customer with its obligations under the Agreement.
- 4.2. The Customer refrains from:
- modifying, reproducing, copying, borrowing and distributing all or part of the Software outside the normal use of the Software's functionalities to which the Customer has subscribed;
  - creating derivative works based in whole or in part on the elements present in the Software outside the normal use of the Software's functionalities to which the Customer has subscribed;
  - reversing the design or assembly or in any other way attempting to find the source code of all or part of the Software;
  - sub-licensing or transferring in any way any rights relating to the Software.
- 4.3. The Customer acknowledges that all elements made available by the Company to the Customer (e.g. texts, images, photos, logos, databases, the functionalities and interface of the Website and the Software, etc.) may be protected by one or more intellectual property rights (including copyright, trademark rights and rights related to the production of databases) of which the Company is the holder. The Customer must refrain from using or reproducing these elements and deleting or adapting any references to associated intellectual property rights.

#### **5. Pricing**

- 5.1. In exchange for the use of the Service, the Customer pays the Company the price set out in the offer accepted by the Client. The price must, unless otherwise specified, be considered as expressed in euros (EUR) and exclusive of value added tax (VAT).
- 5.2. The price is set, as the case may be, on a fixed basis, on a periodic basis (annually, monthly, etc.) or on a per-use basis. The price may, where applicable, detail other costs related to the use of the Service (such as, for example, installation costs, migration costs, support and maintenance costs, etc.).
- 5.3. The Company reserves the right to change the price of the Service at any time and must inform the Customer in writing. Unless otherwise indicated in the information provided to the Customer, the new price shall take effect on the first day of the second month following the date of communication of the price change. The Customer may object to the application of the new price by sending a written notice to the Company, which has

the effect of terminating the Agreement as of the date on which the price change takes effect.

## **6. Payment and invoicing**

- 6.1. The Company issues an invoice and communicates the invoice to the Customer. The Customer must pay the elements of the invoice immediately and at the latest before the due date (which is set to thirty (30) days after the date of issue, unless otherwise specified on the invoice).

## **7. Liability**

- 7.1. To the extent permitted by applicable law:
- the Company does not incur any other warranty or liability than those expressly set forth in the Terms of Use;
  - the Company may only be held liable to the Customer for its wilful misconduct, serious misconduct or that of its employees or, except in cases of force majeure, for any failure to fulfil the essential obligations set out the Agreement;
  - if the Company were to be held liable, the Company would only be liable for direct damages and may not be held liable for indirect damages suffered by the Customer, its representatives or other persons concerned, occurring in the context of the execution of the Agreement including e.g. loss of income, loss of profits, loss or compromise of data, loss of customers, loss of turnover, loss of reputation or loss of future revenues, whether or not the Company has been informed of the possibility of the occurrence of such damages;
  - if the Company were to be held liable, the total liability of the Company to the Customer under the Agreement may not exceed the amount recovered by the Company from the activation of the Company's professional liability insurance.

## **8. Duration and end**

- 8.1. The Agreement is entered into at the time of acceptance of the offer by the Customer and for an indefinite period of time.
- 8.2. Either party may terminate the Agreement by giving unambiguous notice to the other party of its intention to terminate the Agreement. The Agreement will automatically terminate at the end of a period of one (1) month from the date of the sending of the notice.
- 8.3. To the extent permitted by applicable law, the Company will not refund to the Customer any amount paid by the Customer at the end of the Agreement (regardless of the cause of the end of the Agreement).

## **9. Modifications**

- 9.1. The Company reserves the right to modify at any time all or part of the provisions of the Terms of Use. The Company must inform the Customer by making available to the

Customer the new version of the text of the Terms of Use. Unless otherwise indicated in the information provided to the Customer, the provisions of the new version of the Terms of Use will apply to the contractual relationship between the Company and the Customer on the first day of the second month following the date of the sending of the information. If the Customer objects to the application of the provisions of the new version of the Terms of Use, the Agreement will automatically terminate on the first day of the second month following the date of the sending of the information (it being understood that the penultimate version of the Terms of Use will continue to apply to the contractual relationship between the Customer and the Company until the end date of the Agreement).

## **10. Communications**

- 10.1. The parties are validly informed or notified in writing of the actions set out in the Agreement (e.g. receipt of an invoice, receipt of notice of termination of the Agreement, etc.) by email to the email address of the contact person set out in the last invoice issued by the Company, or in the absence of that, to the email address of the contact person set out in the offer, or in the absence of that, to an email address through which a party (or one of its representatives) has interacted in the context of the execution of the Agreement.
- 10.2. To the extent necessary, the Customer acknowledges that the Company's invoice must be considered to have been sent to the Customer when it is communicated by email to the Customer's contact person.

## **11. Annexes**

- 11.1. The following annexes apply to the Agreement:
  - confidentiality;
  - data processing;
  - standard provisions;
  - any other annex attached to the offer.

## Confidentiality

This confidentiality agreement (the "**Confidentiality Agreement**") is applicable to the Agreement between the Company and the Client and forms an integral part of the Agreement.

The parties agree as follows:

### 1. Confidential Information

- 1.1. "**Confidential Information**" means, with respect to a party (the "**disclosing party**"), any technical, financial or commercial information of any kind whatsoever, including, where applicable, data (relating to costs and prices), compilations, specifications, strategies (including operational and financial), projections, technical processes, research, formulas, concepts, designs, models, products, patent preparation material, business models, plans (for products, sales and internal organization), computer programs and all their tangible and intangible achievements of any kind, in each case disclosed by the disclosing party to the other party (the "**receiving party**") or obtained by the receiving party by observation or examination, only to the extent that such information must reasonably be considered confidential by the receiving party. Confidential information marked as "confidential", "secret" or a similar mention must be considered Confidential Information.
- 1.2. The receiving party acknowledges that the Confidential Information concerning the disclosing party:
  - must be considered a trade secret and is therefore protected against any unlawful acquisition, use and disclosure;
  - may include material in respect of which the disclosing party is the owner or holder of the intellectual property rights (including trademark rights, computer program rights, copyright and rights related to the production of databases) and which is therefore protected against unauthorised acquisition, use and disclosure.

### 2. Use and disclosure

- 2.1. The receiving party may not use any Confidential Information of the disclosing party except in the context or in connection with the Agreement and strictly for the purpose of achieving the objectives set out in the Agreement.
- 2.2. The receiving party may only disclose Confidential Information to its representatives only if they have a strict need to receive such Confidential Information and only if they are bound by written obligations of confidentiality no less stringent than those contained in this Confidentiality Agreement, are bound by legal obligations of confidentiality or are subject to professional secrecy.
- 2.3. Notwithstanding, the receiving party may disclose Confidential Information to the extent required by applicable law, provided that the receiving party provides the disclosing party, to the extent permitted by applicable law, with at least ten (10) days' written notice

to object to such disclosure or to request confidential treatment of the Confidential Information concerned (including a request that specific measures be taken to protect the confidentiality of any trade secrets in the context of legal proceedings).

### **3. Scope**

- 3.1. The Confidentiality Agreement covers any Confidential Information disclosed between the parties from the date the Confidentiality Agreement comes into effect until the end of the Confidentiality Agreement.
- 3.2. The confidentiality and non-disclosure obligations of the receiving party contained in the Confidentiality Agreement do not apply to certain Confidential Information if the receiving party can establish that such Confidential Information:
  - has been made public through no fault of the receiving party;
  - has otherwise been independently known or developed by the receiving party (and without the use of the disclosing party's Confidential Information).

### **4. Reservations**

- 4.1. The Confidentiality Agreement may not be construed as granting the receiving party a license to use any Confidential Information or any other intellectual property rights on any Confidential Information. The receiving party may not reproduce or distribute any elements protected by intellectual property rights and may not remove or adapt any references associated to intellectual property rights.
- 4.2. All Confidential Information is provided on an "as is" basis. Each party disclaims any warranty regarding the accuracy of its Confidential Information, including any warranty of adequacy with respect to the needs or expectations of the other party. Neither party is under any obligation to update its Confidential Information.
- 4.3. The receiving party is responsible for assessing whether the disclosing party's information must be considered as Confidential Information.

### **5. Undertakings**

- 5.1. Each party undertakes to:
  - process the Confidential Information of the other party with at least the same care as it takes when processing its own Confidential Information;
  - ensure that Confidential Information received from the other party is at all times subject to reasonable provisions, having regard to the circumstances, to keep it confidential.

### **6. Comments**

- 6.1. The receiving party may from time to time provide suggestions or other comments (the "**Comments**") to the disclosing party with respect to the Confidential Information provided by the disclosing party. The Comments, even if designated as confidential by

the party disclosing the Comments, do not create, in the absence of a separate written agreement, any obligation of confidentiality for the party receiving the Comments.

**7. Entry into force and end**

- 7.1. The Confidentiality Agreement enters into force on the date of entry into force of the Agreement and remains in force until the end date of the Agreement.
- 7.2. The receiving party remains bound by the confidentiality and non-disclosure obligations with respect to Confidential Information as set forth in this Confidentiality Agreement as long as the Confidential Information remains confidential to the disclosing party and for a minimum period of seven (7) years after the end of the Confidentiality Agreement.

## Data processing addendum

This data processing addendum (the "**Data Processing Addendum**") sets out the provisions regarding the protection of personal data applicable to the agreement entered into between the Company (the "**Processor**") and the Customer (the "**Controller**") (the "**Agreement**") and forms an integral part of the Agreement. The Controller benefits from the service offered by the Processor (the "**Service**") under the Agreement.

The Controller and the Processor are referred to individually as a "**party**" and collectively as the "**parties**".

When providing the Service to the Controller under or in connection with the Agreement, the Processor may process Personal Data from the Controller. The Controller and the Processor wish to set out in the Data Processing Addendum the framework for the processing of Personal Data by the Processor under or in connection with the Agreement.

The parties agree as follows:

### 1. Interpretation

#### 1.1. In the Data Processing Agreement:

- "**Applicable Data Protection Law**" means any law or regulation relating to the processing of Personal Data, as applicable to the Controller, the Processor and/or the Services, including the French Data Protection Act of 6 January 1978, the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**") and any national laws or regulations implementing the EU Directive 2002/58/EC (ePrivacy Directive), in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;
- "**Approved Subprocessors**" means those subprocessors that have been approved by the Controller in accordance with the Data Processing Addendum;
- "**Data Subject**" means the natural person identified or identifiable through the Personal Data;
- "**Personal Data**" means the personal data that, in the context of the provision of the Service, are processed by the Processor in a capacity of processor (excluding personal data that the Processor would process in a capacity of controller). A description of the Personal Data is set out in Annex 1;
- "**Representatives**" means the representatives, administrators, employees, agents, consultants of the Processor and other persons acting under its authority or under its control to whom the disclosure of Personal Data is strictly necessary for the provision of the Service;



- **"Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- **"Third Country"** means a country located outside of the European Economic Area.

1.2. In the event of a conflict or inconsistency between a provision in the Data Processing Addendum and a provision in the Agreement, the provision in the Data Processing Addendum will prevail over the other.

## 2. Compliance with Applicable Data Protection Law

2.1. When processing Personal Data, each party will comply with its obligations under Applicable Data Protection Law.

2.2. The Processor will process Personal Data in the manner and for the purposes set out in Annex 1 and, where applicable, only to the extent necessary to comply with a legal obligation applicable to the Processor.

2.3. The Controller instructs the Processor to process Personal Data on behalf of the Controller only to the extent reasonably necessary for the provision of the Service and authorises the Subprocessor to provide on behalf of the Controller to Approved Subprocessors an instruction equivalent to the instruction it has received.

2.4. If, in the Processor's reasonable opinion, compliance with an instruction from the Controller would constitute a breach of Applicable Data Protection Law, the Processor will immediately notify the Controller in writing.

## 3. Confidentiality

3.1. The Processor processes Personal Data in a strict confidential manner. The Processor will not disclose Personal Data to anyone but its Representatives or to the extent required by a provision of applicable law.

3.2. The Processor may only disclose Personal Data to Representatives subject to strict confidentiality and data protection obligations that are no less onerous than those imposed upon the Processor under the Data Processing Addendum.

3.3. The Processor must provide prior written notice to the Controller of any disclosure of Personal Data that the Processor is required to make under applicable law promptly after it becomes aware of that requirement (unless such notice is prohibited by applicable law on important grounds of public interest) to provide the Controller with an opportunity to object to such disclosure.

## 4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, the Processor will implement appropriate technical and organisational measures to ensure a level of security

appropriate to the risk posed by the processing of Personal Data, including as the case may be:

- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

4.2. The Processor must, in assessing the appropriate level of security, take into account the risks of occurrence of Data Security Incidents.

## 5. Security Incidents

5.1. The Processor informs the Controller by written notice without undue delay after becoming aware of the occurrence of a Security Incident.

5.2. The written notice of the Security Incident contains at least the following information:

- a reasonably detailed description of the nature of the Security Incident;
- the name and contact details of the Data Protection Officer or other representative of the Processor who can provide additional information about the Security Incident;
- the categories of Personal Data affected by the Security Incident;
- the likely consequences of the Security Incident; and
- the measures taken and proposed to be taken by the Processor.

5.3. The Processor must reasonably cooperate with the Controller in managing the Security Incident.

## 6. Subprocessors

6.1. The Controller gives its general authorisation to the Processor to engage the subprocessors set out in Appendix 2 with the instruction to process certain Personal Data as well as later subprocessors added or replaced by the Processor from time to time (the "**Approved Subprocessors**").

6.2. The Processor must inform the Controller of any planned changes regarding the addition or replacement of the subprocessors, providing the Controller with the opportunity to object to such changes.

6.3. The Processor remains liable for the acts and omissions of Approved Subprocessors as fully as if they were the acts and omissions of the Processor.

6.4. The Processor ensures that Approved Subprocessors are and remain bound by written data processing agreements setting out obligations no less onerous than those set out in the Data Processing Addendum.

## **7. International Personal Data transfers**

7.1. The Processor may not transfer Personal Data to a Third Country unless:

- the transfer falls within the scope of an adequacy decision of the European Commission regarding that Third Country in accordance with Applicable Data Protection Law;
- the transfer falls within the scope of the EU-US Privacy Shield programme and the recipient of the Personal Data is certified under the EU-US Privacy Shield programme; or
- the recipient of Personal Data has entered into a contract with the Controller that contains the standard contractual clauses that have been approved by the EU Commission or another competent public authority in accordance with Applicable Data Protection Law (to the extent necessary, the Controller mandates the Processor to execute such contract with said recipient in the name and on behalf of the Controller).

## **8. Audit**

8.1. At the request of the Controller, the Processor must make available to the Controller any information necessary to demonstrate the Processor's compliance with the Data Processing Addendum and Applicable Data Protection Law and must allow for and contribute to audits, including inspections, carried out by the Controller or another auditor appointed by the Controller.

## **9. Assistance**

9.1. The Processor must cooperate with the Controller when handling requests from Data Subjects exercising their rights under Applicable Data Protection Law.

9.2. The Processor must cooperate with the Controller when conducting any data protection impact assessments in connection with the provision of the Service.

## **10. Return and deletion of Personal Data**

10.1. Within thirty (30) calendar days after expiration or termination of the Agreement, the Processor will, at the option of the Controller, and at the express written request of the Controller:

- return to the Controller in a commonly used machine-readable format all Personal Data that, as of the termination date or expiration date, are in the possession of the Processor; or
- delete any Personal Data that, as of the termination date or expiration date, are in the possession of the Processor.

- 10.2. The Processor's return and deletion obligations do not apply to Personal Data that the Processor is required by applicable law to retain after termination or expiration of the Agreement, in which case:
- the provisions of the Data Processing Addendum will survive the termination or expiration of the Agreement and will continue to apply to these Personal Data; and
  - the Processor will perform its return or deletion obligations promptly when the Processor is no longer required to retain these Personal Data.

## Annex 1: Description of the data processing

The categories of Personal Data that may be accessed or processed by the Processor are the following and concern the following Data Subjects:

- personal and professional identification data and contact data of the Controller's authorised users;
- personal data contained in the documents stored on the Software by the Controller's authorised users.

The Processor will process the Personal Data only for the purposes necessary for the performance of the Service and for the duration necessary for the performance of the Service.

## Annex 2: Approved Subprocessors

Legal entity	Address	Description of the service
Amazon Web Services EMEA SARL	38 Avenue John F. Kennedy L-1855, Luxembourg	Cloud hosting services

## Standard provisions

These standard provisions are applicable to the Agreement between the Company and the Customer and form an integral part of the Agreement.

The parties agree as follows:

### 1. Language precisions

- 1.1. Undefined terms that begin with a capital letter and are used in an annex to the Agreement are defined in the Agreement.
- 1.2. Enumerations (e.g. when they follow terms such as "including", "include", "for example", "e.g.", etc.) must be construed in a non-exhaustive manner and without any limitations as to their scope.
- 1.3. Where a provision of the Agreement prohibits a party from doing something, the prohibition shall be interpreted as broadly as possible and in any manner possible.
- 1.4. When the conjunction "or" is used in the Agreement, it is by default inclusive and includes the addition (both possibilities at the same time) as well as the alternative (only one of the two possibilities).

### 2. Representatives of the parties

- 2.1. Each party undertakes, where applicable, to ensure compliance with the obligations contained in the Agreement by their representatives, directors, employees, agents, consultants and other persons acting under their authority or control, and will, where applicable, be liable to the other party for damage caused by a breach by such persons of that party's obligations under the Agreement.

### 3. Scope of the modifications to the Agreement

- 3.1. The Agreement includes the entire agreement between the parties with respect to its subject matter and replaces all agreements, oral or written, entered into between the parties prior to the conclusion of the Agreement.
- 3.2. A party may only deviate from the provisions of the Agreement in a written statement signed or accepted by the other party. The provisions of the Agreement will apply subject to any such deviations established in writing.
- 3.3. Delays, inaction or negligence on the part of a party may only be interpreted as a waiver of any right or provision of the Agreement if expressly established in writing.
- 3.4. If any provision (or part thereof) of the Agreement is found to be void, invalid or unenforceable, the validity and enforceability of the remaining provisions (or other parts of that provision) of the Agreement will remain unaffected. In this case, the (part of) the void, invalid or unenforceable provision is automatically replaced by a valid and

enforceable provision that reflects as closely as possible the purpose and intent of the original (part of) the provision.

- 3.5. The Company reserves the right to amend at any time any element of the provisions of the Agreement including misspellings, the wording of the provisions or headings, company identification data (e.g. the address of the registered office or place of business, the company number, the contact email address, telephone numbers, etc.), the representatives' identification data (e.g. the names and email addresses of the contact persons) or opening and closing hours as long as the amendment does not result in a change of an essential obligation under the Agreement. The Company will inform the Customer of such amendment by publishing a new dated version of the text of the Agreement (or annex to the Agreement). The Customer will be deemed to have tacitly accepted said amendment by continuing to perform its obligations or to exercise its rights pursuant to the Agreement.

#### **4. Independence of parties**

- 4.1. The Agreement may not be interpreted as creating a partnership relationship of any kind (e.g. a commercial agency agreement, a franchise agreement, a concession of sale agreement, etc.) or an employment relationship of any kind between the parties.

#### **5. Computation of time**

- 5.1. Unless otherwise specified (e.g. under the term "business day/hour" or "working day/hour"), any reference in the Agreement to a day or time shall be construed as a calendar day or a full time, including non-business days and non-business hours.
- 5.2. The computation of time limits is set as follows:
- the starting date of the period shall be the date of the act, event, decision or notification which causes it;
  - the last day of the deadline expires at 24:00;
  - if the time limit is computed in business or working days or business or working hours, the time limit includes all days except days falling on a Saturday, Sunday or a public holiday of the country where the Company has its registered office and/or all hours except hours falling outside office hours which are set by default between 9:00 AM and 5:00 PM.

#### **6. References to legislative and regulatory acts**

- 6.1. Any reference to a legislative or regulatory act will be construed as a reference to that act as in force and applicable, and as amended, supplemented or replaced from time to time.

#### **7. Force majeure**

- 7.1. The Company will in no event be liable in the event of force majeure, i.e. a situation that is not attributable to the Company and that renders the performance of its obligations

under the Agreement impossible, including (without limitation) the following situations: natural disasters, revolts, wars and military operations, national or local emergencies, storms, acts or omissions of the authorities, economic conflicts of similar nature, workers' actions, fire, telecommunication failures, third-party software bugs, as well as any act or negligence of persons or entities beyond the Company's reasonable control.

## **8. Exception of non-performance**

- 8.1. Each party has the right to suspend the performance of its obligations as long as the other party fails to perform its own obligations.

## **9. Abuse of rights**

- 9.1. Each party refrains from exercising a right under the Agreement in a manner that exceeds the limits of a reasonable use of that right.

## **10. Signature and delivery of documents**

- 10.1. When a document (e.g. a contract or purchase order) must be signed by one party, the other party acknowledges that a document is validly signed (and can therefore serve as evidence in the event of a dispute before the competent courts) when the document is signed remotely:

- on separate copies which, when assembled, form a single original copy;
- in handwritten form on a copy that is then photocopied or in electronic form by text editing software.

- 10.2. The parties acknowledge the validity of the transmission between them of copies of signed documents in electronic form (e.g. by email) (and that such documents can therefore serve as evidence in the event of a dispute before the competent courts).

## **11. Résiliation for cause**

- 11.1. Either party may terminate the Agreement without notice and without prior judicial intervention in any of the following situations:
- a material breach by the other party of any of its obligations under the Agreement and where such breach is not capable of remedy;
  - a material breach by the other party of any of its obligations under the Agreement and where such breach is capable of remedy but is not remedied by the other party within fifteen (15) days following the written notice given by the party terminating the Agreement;
  - if the other party is declared bankrupt or undergoing judicial reorganisation, is dissolved or put into liquidation or must be considered to be in a situation of suspension of payments.

- 11.2. The party terminating the Agreement for a material breach by the other party will interpret the materiality of the breach at its own risk subject to a subsequent decision by a competent jurisdiction.

## **12. Continuation of the provisions**

- 12.1. The provisions of the Agreement that usually survive the end of a contractual relationship (e.g. the provisions relating to the protection of the Company's intellectual property and the extent of the Company's liability) continue to apply to the parties after the end of the Agreement (whatever the reason behind the end of the Agreement).

## **13. Resolution of conflicts**

- 13.1. Any conflicts arising between two provisions applicable between the Company and the Customer must be resolved as follows:
- if the provisions concern the processing of the personal data of certain data subjects, the provisions of the data processing annex will prevail;
  - as the case may be, the specific provisions of the offer issued by the Company and accepted by the Customer will prevail over conflicting contractual provisions.

## **14. Applicable law and competent jurisdiction**

- 14.1. Any dispute arising out of, or in connection with, the formation, interpretation, execution or termination of the Agreement will be settled in accordance with French law and will be submitted to the exclusive jurisdiction of the commercial court competent for the district where the Company's registered office is located.