GENERAL CONDITIONS OF THE WARRANTY, SUPPORT AND TECHNICAL ASSISTANCE SERVICE ON NEOGROUPE SOFTWARE PRODUCTS

Applicable from January 1st, 2019

By using NEOGROUPE software applications and associated services, the CLIENT agrees to the following terms and conditions. NEOGROUPE markets non-exclusive, non-transferable software usage licenses, as described on the invoice. The CLIENT has contacted NEOGROUPE in order to be informed on the Software applications core functionalities and characteristics. NEOGROUPE has delivered information to the CLIENT, has performed demonstrations and has answered additional questions, in order for the CLIENT to assess the suitability of the Software Applications to its particular needs. The CLIENT accepts to enter the following license agreement and NEOGROUPE agrees to grant usage rights to the CLIENT under the following conditions.

NEOGROUPE, having its main offices at 14 rue des Selliers 94440 Marolles en Brie (France), here after named the PROVIDER, grants to the CLIENT a NEOGROUPE Software Applications License, as detailed in the license purchase invoice or in the license rental invoice.

This document defines the Software Applications usage conditions by the CLIENT together with the warranty, support and technical assistance terms. The CLIENT is defined as the Signatory Company, which, in purchasing or renting NEOGROUPE SOFTWARE APPLICATIONS or services, accepts the terms of the following contract. This contract supersedes, replaces and voids any previous agreement between the parties regarding this service, from the date of conclusion, either stated on the invoice, or on the present agreement, whichever comes first.

I. DEFINITIONS

1) **License:** non-exclusive, non-transferable right of usage of the software applications that may be limited in time.

2) **Software applications:** A set of computer programs specified in the invoice, referred to in this contract as SOFTWARE APPLICATIONS, which may include:
   - operating systems
   - software tools such as database management systems (D.B.M.S.) or software engineering workshops (S.E.W.)
   - application software packages
   - specific software applications

3) **Anomaly, Incident:** repetitive and reproducible problem in the operation of the SOFTWARE APPLICATIONS which can be of two types:
   - Major: any malfunction rendering the SOFTWARE APPLICATION usage impossible for one or more users.
   - Minor: any operating anomalies allowing for the overall use of the SOFTWARE APPLICATION, but not of a particular function, not altering the general use of the SOFTWARE but rendering impossible the use of a specific function.

4) **Bug:** SOFTWARE APPLICATION design defect resulting in reproducible anomalies or repeated incidents of the same nature.

5) **Editor:** Legal entity or natural person owning from the SOFTWARE APPLICATIONS author the right to manufacture copies of the SOFTWARE applications, provided the Editor ensures its publishing and distribution.

6) **Hardware:** Computer equipment or devices identified by a serial number, composed of computers or central processing units (CPU), their peripherals or accessories, including the network supporting infrastructure.

7) **Sites / Locations:** Addresses where the PROVIDER may perform SOFTWARE maintenance, which locations may be the site of operation (location of the computer systems) or the site of use (location where the SOFTWARE Applications are used). It is necessary that these addresses are specified in Schedule (of the present Contract).

8) **Updates:** Refers to any changes to the SOFTWARE applications from their original version that improve their usage or add functionalities.

9) **Network:** A set of physical and logical links to access remote Information Technology (IT) resources. The "local network" or "LAN" consists of all equipment and links under the control of the CLIENT or the control of the PROVIDER, within their respective premises. The "wide area network" or "WAN" includes all links between remote sites out of the control of the CLIENT or the PROVIDER. "Internet" means the public network operating with the IP protocol, with unwarranted bandwidth and availability.

10) **"Website", "Internet site":** A set of HTML pages served by a software server responding to http requests, typically over the TCP 80 port, and which may be located either on a LAN, WAN or on the Internet. A website is accessed through a browser, allowing for the interpreting and the display of HTML pages on the Client's workstation.

11) **"Control", "Remote access/control":** Computer access method based on a remote control software, via the network and/or the Internet, allowing a remote operator (usually an employee of the PROVIDER) to use a CLIENT's computer as if there was a direct physical access to the console.

12) **Intellectual property:** Any patent, invention, design, process, technique, commercial brand, trademark, domain name, author's rights, copyrights, database rights, 'know-how', trade names, and other similar rights (registered or not, including all pending registration/applications for registration requests), throughout the world, and for the duration of the afore mentioned rights.

13) **Database:** A set of data organized as tables, indexes and integrity constraints. The access to this dataset is provided by a database engine, in the form of an executable service. This service supports queries from users of the database. The engine optimizes network traffic and usually allows for data encryption and compression. It may also allow online « hot » backups and online index reorganizations, depending on the version.

14) **HFSQL:** Database engine in HFSQL format (registered Trademark of PC SOFT), supplied as standard with the SOTWARE applications of the PROVIDER.

15) **Syntec:** The Syntec Federation/ Fédération Syntec is a group of French professional syndicates, specialized in the professions of engineering, technology/ high-tech, digital, studies and consulting, training and events, which companies are attached to the "national collective agreement of the engineering consulting firms", more commonly known as the "Syntec Convention".

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II. GENERAL CONDITIONS

1. OBJECT

The present General Terms and Conditions determine the conditions for the application of the Warranty, Support and Technical assistance Service related to NEOGROUPE products. The PROVIDER grants the CLIENT using a NEOGROUPE software license, a warranty, support and technical assistance service, as detailed below.

Software licenses can either be sold (software access is unlimited in time) or rented (software access is limited in time). The initial duration of the NEOGROUPE warranty, support and technical assistance service agreement extends either for one year (12 months) starting on the date of the invoice in case of licenses purchase or for the entire duration of the rental, in case of a license rental.

2. PRODUCTS

The licensed SOFTWARE products are mentioned on the initial sales invoice or on the rental invoice.

3. NATURE OF WARRANTY, SUPPORT AND TECHNICAL ASSISTANCE SERVICES

3.1. Upgrade to the current version

The PROVIDER provides SOTWARE updates at regular intervals, at its own discretion.

The term "SOFTWARE updates" shall mean: compilations of possible anomaly corrections and improvements made to the SOFTWARE applications regarding their ease of use, graphical user interface, speed of execution or addition of new functions. Therefore, the technical assistance includes the provision of the current version which will be transmitted, electronically, to the CLIENT by the PROVIDER, by making the files available for download from the PROVIDER's website.

The CLIENT can download these versions at any time from the private part of the PROVIDER's website, using access codes, which the PROVIDER will provide as of the signing of this "Warranty, support and technical assistance agreement".

3.2. Technical support to the user

The PROVIDER provides technical support by telephone / email / remote control, for the installation of updates, resolution of malfunctions and assistance with new features. This service is accessible to the CLIENT on a simple phone call.

This assistance includes the resolution of problems related to the use of the software and in particular:
- Re-indexing (on HFSQL only).
- Backups of the data (on HFSQL only and with no responsibility by the PROVIDER on the backups themselves).
- Questions about using the software applications.
- Configuration of existing interfaces with external products.
- Troubleshooting software applications access issues.
- Help for re-installation of applications on newer hardware.

This assistance service to the user should not be used as a substitute for initial training courses which are necessary to the acquisition of a sufficient level of competence by the users. Specifically, if the duration and the contents of the questions asked to the PROVIDER's technician are deemed to result from a lack of training, the PROVIDER will offer a supplementary paid training (remote or on site) and will not address these issues as part of the assistance to the user.

3.3. Additional services

All other services not expressly included in the present contract, will be subject to a separate quote to the CLIENT.

This Contract does not include any onsite work at the CLIENT's address. This is however possible at the usual rates charged by the PROVIDER and can be quoted separately.

4. MAINTENANCE PROCEDURES

4.1. Service availability

The PROVIDER commits to provide telephone technical support on the covered products during the warranty period, in order to ensure a smooth operation of the SOFTWARE applications.

This technical support is available on a simple phone call or email from the CLIENT. The PROVIDER will answer its request within 8 working hours maximum (in accordance with French calendar days).

This service is available:

- **from 9:30 am (CET/CEST) to 6:00 pm (CET/CEST) on business days at the following number of the PROVIDER: + 33 9 72 23 62 00**

This assistance can equally be requested by email at the following address: support@neogroupe.com, on the same working hours.

The PROVIDER's Technical Service in charge of the assistance may also offer a remote control session of the CLIENT's computer in order to carry out the technical assistance.

Incidents resolution delays:
- Major anomaly =   8 working hours from the first notification of the anomaly by the CLIENT
- Minor anomaly =   72 working hours from the first notification of the anomaly by the CLIENT

If a workaround solution to resolve an anomaly (major or minor) is proposed by the PROVIDER, the incident is deemed as solved and the workaround stops the delay. However, as this solution is of a temporary nature, the PROVIDER undertakes to provide a definitive correction within thirty working days of the original notification of the anomaly.

4.2. Service location

The SERVICE PROVIDER provides remote assistance only by telephone, e-mail and/or by taking control of the computer of the CLIENT.

Technical support will not be provided on site, except upon a specific request from the CLIENT, which will be the subject of a separate quote by the PROVIDER.

It is expressly agreed between the parties that, in the event that the CLIENT must change the location of the SOFTWARE applications installation, the CLIENT will notify the PROVIDER beforehand, in order to allow for the writing of an amendment to the contract.

4.3. Service requests

The CLIENT shall notify the PROVIDER, by telephone, e-mail or possibly mail / fax services of the SOFTWARE application anomaly and shall provide a sufficiently precise description of the incident in order to allow the PROVIDER to characterize the incident.

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The names and phone numbers of the contacts at the PROVIDER are shown at §26. The CLIENT is also recommended to transmit its own contacts details at the time of the purchase order.

It is agreed that the parties keep each other informed of any contact details changes.

5. WARRANTY AND LIMITS/SCOPE OF THE TECHNICAL ASSISTANCE SERVICE

The PROVIDER guarantees that the technical assistance service is carried out with all the reasonably possible state-of-the-art due care.

5.1. Scope of the warranty

The technical support contract includes the extension of the warranty on the designated software product. In particular, the PROVIDER undertakes to correct as soon as possible any software application defect that can be reproduced systematically.

5.2. Warranty and technical assistance limits

The warranty of the software excludes all responsibility for the data contained and provided by the software. This excludes any damage from data loss or incorrect operations based on data entered/encrypted/written into the software. In particular the PROVIDER will not be held liable for incorrect information provided by the software, as this may be caused by various external factors (viruses, hardware problems, users actions).

THE PROVIDER works with reliable and professional development software that regulates and protects database operations, but does not guarantee them.

Software applications enhancements are also excluded from this agreement. Enhancements are defined as new functions that correspond to the CLIENT's particular needs and not to a software application defect. These improvements may be the subject of a separate sales proposal.

The CLIENT acknowledges that the manual or the help file provided with the software applications describes the entire capabilities of the applications.

This assistance service does NOT include general computer / IT infrastructure issues, in particular Operating Systems, data backups, hardware or LAN/WAN network issues.

Technical assistance may be refused by the PROVIDER in the following cases:
- Physical moving of the SOFTWARE applications without prior written agreement of the PROVIDER.
- Substantial modification of the hardware configuration and/or addition of any incompatible software application or firmware on the system supporting the SOFTWARE APPLICATIONS.
- Modification of the SOFTWARE applications without prior agreement of the PROVIDER.
- Failure to comply with the obligations of the CLIENT set forth at § 7.

6. DURATION OF CONTRACT

The initial period of the NEOGROUPE Warranty, Support and Technical Support Agreement extends for one year (twelve months) from the date of the invoice for the purchase of the licenses or for the entire duration of the rental, as part of a license rental.

As part of a NEOGROUPE license acquisition, the NEOGROUPE Warranty, Support and Technical Support Agreement is included for a period of one year (twelve months), from the date of purchase (Date of invoice) of the NEOGROUPE software license. Beyond this period, the NEOGROUPE warranty, support and technical assistance service will be the subject of a separate commercial proposal. The CLIENT is free to accept or refuse this proposal. In the event of a refusal, NEOGROUPE software licenses will no longer be covered by this contract and the CLIENT will no longer be able to benefit from warranty, support or technical assistance. The CLIENT has the possibility, at the time of purchase, to subscribe for an extension of the present contract, with tacit renewal, for a minimum duration of two years beyond the initial year with a warrantied fixed price. This service will be invoiced annually. After the initial 3 years (1 included, plus 2 as the original extension), the price of the support fee will be revised annually according to the evolution of the Syntec index (cf. § 10.3). The "Warranty, Support and Technical Support Agreement for NeoGroupe Software" conditions apply throughout the period of assistance.
The provision of this assistance is subject to the full payment of the support renewal invoice. The CLIENT shall be informed each year in writing of its option to terminate the contract, not later than 60 days before the end of the contract. The denunciation of this support contract must be reported to the PROVIDER by registered mail with acknowledgment of receipt at least 30 days before the end of the commitment period. As a result of the denunciation, the contract will not be renewed and the termination will be effective at the end of the current period. There shall be no pro rata-temporis fee calculation.

In the case of a rental of software or a hosted service, NEOGROUPE technical assistance applies throughout the duration of the rental or service and according to the modalities shown on the invoice.

7. CLIENT OBLIGATIONS

7.1. Technical environment

The CLIENT shall not undertake any operation that directly or indirectly obstructs or slows maintenance operations without first notifying the PROVIDER. The CLIENT shall in particular, use electrical current, room, air-conditioning, supplies and information carriers conforming to the specifications recommended by the PROVIDER so that requests for support under the contract are not induced by an environment not conforming to the said specifications.

7.2. Access to the SOFTWARE applications

The CLIENT also commits to:
- Provide free access to the SOFTWARE applications.
- Install, within a reasonable period of time from their availability, any updates or new versions of the SOFTWARE products. Failure to do so shall release the PROVIDER from any liability or obligation under the contract.
- Maintain and update technical documentation describing the installation associated with the SOFTWARE applications.

7.3. Provision of infrastructure means

The CLIENT will make available to the PROVIDER:
- Memory spaces for loading all its test programs.
- Telecommunications channels for the provision of remote maintenance.
- All supplies useful for understanding the encountered problem, in accordance with the standards applied by the PROVIDER.

7.4. Information obligation

The CLIENT shall:
- Inform the SERVICE PROVIDER of any changes in the configuration of the IT equipment that would call into question the maintenance service provision.
- Create a maintenance log (paper or software form) and update this log by the CLIENT contact person as provided for in the article "collaboration of the parties", including:
  - Reasons for the call (assistance or incident),
  - Detailed conditions for the appearance of anomalies,
  - Recommendations made by the PROVIDER,
  - Results of the implementation of these recommendations.

This maintenance record will be made available to the PROVIDER.

7.5. Data protection

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The CLIENT must carry out data, files and programs backup procedures, prior to any maintenance work by the PROVIDER in order to avoid any loss, destruction or alteration.

8. BENEFICIAIRY ENTITIES

This non-exclusive, non-transferable, limited and revocable warranty, support and technical assistance contract is granted exclusively to the Companies mentioned on the invoice of the PROVIDER and according to the CLIENT's instructions.

The licenses are the non-transferable and exclusive property of the PROVIDER and are covered by Intellectual Property and Commercial Confidentiality rules.

The technical assistance may be extended to other media belonging to the same entity ("CLIENT") and may be granted under an amendment to this contract or a under new contract, for an additional cost.

9. PARTIES COLLABORATION

The maintenance service requires active and regular contacts between the CLIENT and the SERVICE PROVIDER, as follows:
- The CLIENT designates one of its employees as a contact person for the PROVIDER.
- The CLIENT provides the personnel of the PROVIDER with all the necessary documents, information and other elements for the proper understanding of the problem.
- If a difficulty arises during the maintenance service, the parties commit to alert each other and discuss as quickly as possible to set up the most appropriate solution.

10. FINANCIAL CONDITIONS

10.1. Price:

The amount of the Warranty, Support and Technical Support Agreement is included in the first year from the date of purchase (the invoice date) of the software licenses.
For subsequent years, the cost of the warranty, support and technical assistance contract shall be the subject of a separate commercial proposal according to the PROVIDER's current Price List.

As part of an extension of the initial licenses purchase contract, the following two years will be invoiced, at the rate in effect at the time of acquisition, with a guaranteed price for two years. Beyond this, the annual price will be revised each year according to the evolution of the Syntec index (cf. § 10.3). The price and the conditions of the renewal of the Warranty, support and technical assistance contract, must be specified on the commercial proposal and the invoice of the PROVIDER.

As part of a rental, this amount is included in the rental fee.

All prices are net in Euro (EUR) or US Dollars (USD) and are exclusive of taxes, shipping, delivery, insurance or installation costs.

10.2. Travel costs and additional services

Delivery and / or travel expenses are not included in this agreement; in particular if a PROVIDER's technician presence is needed on the CLIENT site to solve a technical problem. In this case, the parties shall agree on the amount of these costs before the travels / deliveries. The travel expenses will be quoted separately. In case of travel outside of Metropolitan France, the CLIENT will be asked to pay a 50% deposit on those expenses.

Charges for other services such as training fees or specific computer programs development costs are not included in this contract and will be invoiced separately.

10.3. Variation of Price (VOP)

The PROVIDER reserves the right to review annually the cost of the assistance and associated services according to the benchmark index of SYNTEC (French professional union/syndicate covering computer engineering activities). The variation will be performed according to the following formula:

$$P_1 = P_0 \times (S_1 / S_0)$$

P_1 = Revised price
P_0 = Original price
S_1 = Original Syntec Index
S_0 = Last Syntec Index published as of the date of revision.

The renewal rate may not exceed the previous year's rate by more than 10%. In the event of the modification of the proposed services, the amount of the assistance may also be revised and will be the subject of an amendment to this contract.

The PROVIDER undertakes to inform the CLIENT of any change concerning the price of the assistance, at least sixty days before the expiry of this contract.

10.4. Invoicing

At the end of the first year of assistance, a commercial proposal will be sent to the CLIENT for the Warranty, Support and Technical Assistance Agreement's renewal, for a minimum period of one year (twelve months). In the event of acceptance, the CLIENT will receive an invoice which it should pay in full, respecting the payment conditions, in order to benefit from the service conditions.

In case of a software licenses original purchase, the technical assistance service will be invoiced annually.

In case of software licenses rental or hosted service, the Warranty/Guarantee, Support and Technical Support Agreement amount is included in the rental fee. The periodicity of the invoices is agreed upon at the time of the order.

10.5. Payment

The CLIENT agrees to pay the PROVIDER the amount stated on the invoice, respecting the payment dates.

The present agreement must be settled at the beginning of the period, upon receipt of the corresponding invoice. No discounts will be granted for advance payment.

In case of a delay in payment, a monthly indemnity of 7,5% will be due in accordance with Article L 441-6 of the French Commercial Code, as well as a collection lump sum indemnity of 40 euros (Art.5 of the GCS). For any failure to pay at the due date, the PROVIDER will be entitled to suspend its service until the full payment is done.

11. RESPONSIBILITES / EXCLUSION CLAUSES / DISCLAIMER

11.1. PROVIDER liabilities:

The PROVIDER shall not be liable for any claims, damages, costs and expenses (excluding any legal fees) resulting from failure to comply with the terms of this technical assistance contract. In particular, this technical support service does not constitute a guarantee of 24-hour operation of the systems containing the products of the PROVIDER. In the absence of the service provision, the liability of the PROVIDER shall in all cases be limited to half of the sums actually received in respect of this technical assistance for the designated period. This clause substitutes and surpasses any general conditions of purchase issued by the CLIENT.

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages suffered by the other party, whether such damages are foreseeable, even in the event of negligence.

11.2. DISCLAIMER REGARDING DATA PRESERVATION

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The PROVIDER disclaims any responsibility for the safeguarding of the data contained in the databases used through the SOFTWARE applications.

THE PROVIDER HIGHLY RECOMMENDS ITS CLIENTS TO DUPLICATE DATABASE BACKUPS TO ANOTHER COMPUTER OR STORAGE SYSTEM THAN THE DATABASE SERVER ITSELF. THE HFSQL SERVER HAS BEEN CONFIGURED TO PERFORM DAILY BACKUPS OF DATABASES ON THE SAME HARD DRIVE AS THAT OF THE OPERATINAL DATABASES. THIS DOES NOT PROTECT AGAINST A FAILURE OF THE HARD DRIVE/STORAGE SYSTEM OF THE DATABASE SERVER. IT IS THE CLIENT'S RESPONSIBILITY TO SET UP AND MONITOR SUCH REPLICATIONS/DUPLICATIONS. IN NO EVENT SHALL THE PROVIDER BE LIABLE / RESPONSIBLE FOR ANY LOSS OF DATA.

11.3. CLIENT responsibilities

During the maintenance service, the CLIENT remains the custodian of the hardware, SOFTWARE applications and files that can be implemented the SERVICE PROVIDER.

If the database system selected by the CLIENT is not HFSQL, the CLIENT shall assume service, operation, backups and maintenance of the databases used by the SOFTWARE applications. In this case, the PROVIDER will not perform any support work on the database engine for any unavailability of data or diagnosis or settings of the said engine. The CLIENT shall, in particular, take responsibility for re-indexing, backups, database availability management under the database engine chosen by him and mentioned in the special conditions.

11.4. Third party maintenance work

Any maintenance task by a third party to this contract (external vendor contracted by the CLIENT for example) on the SOFTWARE application or the databases will not be covered by this contract. In particular, any deactivation of the SOFTWARE, uninstallation and configuration errors attributable to a third party not previously authorized in writing by the PROVIDER will not be covered by this warranty.

12. FORCE MAJEURE / SUSPENSION

The following are considered as cases of "Force Majeure"(acts of God), in addition to those usually retained by the French courts and tribunals, non-exhaustively/in particular : total or partial strikes, internal or external to the company, lock-outs, bad weather, epidemics, blockage of means of transportation or supply for any reason whatsoever, earthquakes, fires, storms, flooding, water damages, governmental or legal restrictions, blockage of telecommunications including the switched telecommunications network and any other cases beyond the control of the parties preventing the normal performance of the maintenance service.

In the cases listed above, the obligations of the contract will be suspended. Should the suspension continue beyond a period of thirty calendar days, the contract may be terminated by mutual agreement.

13. TERMINATION

The contract may be terminated in the event of a serious breach by one of the parties to one of its obligations, not resolved within forty-five days, which shall run from the first presentation of a registered letter with acknowledgment of receipt notifying the breaches to the other party. The termination of the contract shall be valid at the end of this period, subject to all damages to which the requesting/demanding party may be entitled.

The parties may request the amicable termination of the contract in the event of unforeseeable difficulties arising during the performance of the service, the solution of which would require the use of means out of proportion to the amount of the contract.

14. INTEGRALITY OF THE CONTRACT

The invoice of the PROVIDER, the "General Conditions of Sale and Use of NeoGroupe Products and Services" and the "Warranty, Assistance and Technical Support Agreement for NeoGroupe Software" represent the entire contract.

15. EFFECTS OF CONTRACT TERMINATION

Upon termination of the contract, the PROVIDER must hand over to the CLIENT, as of the effective date of the termination of the contract, and without any additional formalities, all documents in his possession concerning the work carried out under the contract. This expressly excludes access to the program source code.

In the event that the CLIENT ceases to use the SOFTWARE, the assistance contract will be terminated under the conditions of notice provided for in the article "duration".

16. CONFIDENTIALITY AGREEMENT

Each party undertakes to put in effect appropriate means to keep the most absolute secrecy on information and documents designated as confidential by the other party and to which it has access during the execution of the maintenance service.
Any exchange of confidential information shall be effected in writing signed by the party who has received the documents or confidential information.
The confidentiality obligation will continue for a period of five years after the expiration of the contract. It will lapse if the information falls into the public domain without any action by the party that received the information.

17. NON SOLLICITATION CLAUSE / NON SOLLICITATION OF STAFF

Each of the parties shall, without prior written consent, waive, directly or indirectly, offers of employment to an employee of the other party affected to the performance/execution of the services covered by the contract, under any statute whatsoever.
This waiver is valid for the duration of the contract and for a period of three years beginning from the end of the maintenance service.
If one of the parties fails to comply with this undertaking, the other party shall compensate it for the damage suffered. The compensation/indemnity will be calculated on the basis of the remuneration of the employees concerned.

18. MODIFICATIONS/AMENDMENTS TO THE CONTRACT AND SPECIFIC DISPOSITIONS

Any modification will come into effect only after the signing of an amendment by both parties. This amendment must determine in particular, the modifications made/brought to the original contract, as regards both the financial part and the technical part or the maintenance work times/delays.
By (mutual) agreement, the parties may decide/settle on specific provisions concerning the terms of this contract. In this case, they must imperatively be indicated on the invoice of the PROVIDER and / or be the subject of an amendment/rider to this (present) contract.

19. PARTIAL VOIDABILITY – PARTIAL NULLITY

If any of the provisions of the contract is voided, according to laws in force or definitive judicial decision/jurisprudence, the other stipulations/provisions shall remain in full effect.

20. DATES, HOURS / TEMPORAL REFERENCES

Any reference to a "date", "hour", "day", "month", "year" refers to the dates, hours, days, months and years of the Gregorian calendar.
The periods indicated are inclusive of the days mentioned as limits of the period.

21. INTERPRETATION

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In case of difficulty of interpretation between any of the titles and any of the clauses, the contents of the clause shall prevail over the title.

22. RENONCIATION/NO WAIVER

Any waiver of the right to invoke the breach of any provision of this agreement shall not constitute a waiver of prior, contemporaneous or subsequent/posterior breaches/violations of the same or other clauses. No failure or neglect of either Party in any instance to exercise its right, power, privilege hereunder or under law shall constitute a waiver of any right arising from, pursuant or under this Agreement.

Such waiver shall have effect only if it is expressed in writing.

23. REFERENCES

The CLIENT authorizes the PROVIDER to mention its name on a reference list the PROVIDER can transmit/distribute to its prospects.

24. LAW OF THE CONTRACT / LAW APPLICABLE TO THE CONTRACT

This contract is subject to the Laws of France.

The original language of this contract is French. The present translation is provided for international sales. In case of interpretation difficulties, the french language version shall prevail.

25. DIFFERENDS AND JURISDICTION

The parties declare their intention to seek an amicable solution to any difficulty that may arise in connection with the application or interpretation of this contract, prior to bringing the issue in court .

In case of litigation/dispute, jurisdiction is awarded to the Tribunal de Commerce de CRETEIL/Commercial Court of CRETEIL (Department of Val-de-Marne, France), notwithstanding a plurality of defendants or a warranty claim. This jurisdiction also applies in respect of summary proceedings.

26. DOMICILIATION / ADDRESS FOR SERVICE

The parties shall domicile at the address of their respective headquarters.

Contact details of the SERVICE PROVIDER:

- **Service:**   **Technical Support**
- **Phone:**   **+33 9 72 23 62 06**
- **E-mail:**   **support@neogroupe.com**

The PROVIDER

Philippe HALIN, Chief Executive Officer
Date, signature and seal 01/01/2019

The CLIENT

Date, signature and seal, add Signatory's Name, surname and function/capacity

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