



## GENERAL CONDITIONS FOR ASSOCIATED SERVICES

V0220

After having defined their needs according to their structure, organisation and the knowledge of their staff, the Client intends for the company Cryptolog International, a simplified joint-stock company with a share capital of €735,963, located at 7 Rue du Faubourg Poissonnière, 75009 Paris, Paris Commercial Registry No 439 129 164 (hereinafter, "Universign") to supply them with Associated Services in addition or as a complement to the Services, in accordance with these General Conditions for Associated Services (hereinafter "General Conditions"). These General Conditions apply to the purchases of Additional Services made on the basis of Purchase Orders.

## **DEFINITIONS**

### **Adaptation**

The term "Adaptation" covers any specific development and/or creation of interfaces. Any Adaptations created as part of this contract will in no case lead to an obligation for Universign to provide the source codes of said Adaptations.

### **Purchase Order**

The term "Purchase Order" refers to any quote, commercial offer or purchase order published by Universign and signed by the Client to order Associated Services under this contract.

### **Client**

The term "Client" refers to a User who has signed a Purchase Order with Universign.

### **Associated Service**

The term "Associated Service(s)" applies to all Universign interventions falling within the scope of the implementation of the Services and carried out hereunder. The Associated Services may include technical/functional support, profile configuration, creation of documentation, Level 2/3 signature support, reporting configuration and/or the deployment of an Appointed Registration Operator. The list of Associated Services is not exhaustive. The Associated Services ordered by the Client are defined within the Purchase Order(s).

### **Service(s)**

The term "Service(s)" refers to the Electronic Signature, Electronic Seal or Timestamping service(s), as well as the associated services which Universign commits to provide to the Client in SaaS mode.

## **1. CONTRACTUAL DOCUMENTS**

The Contract between Universign and the Client is formed of the following contractual documents, presented in descending order of legal value:

- these General Conditions,
- the Purchase Order in which the Parties have agreed to order the Associated Services,
- any annexes attached, where necessary, to the Purchase Order(s).

The Client recognises that by accepting the Contract, they will have agreed to disregard any general conditions of purchase not expressly accepted by Universign. In the latter case, all contractual documents listed above will prevail, notwithstanding any clause to the contrary, over the Client's general conditions of purchase.

Any specific annotation to the Purchase Orders added manually by the Client will not be valid if it has not been expressly accepted by Universign.

## **2. PURPOSE**

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

## **3. DURATION**

The Contract takes effect when both Parties have signed the Purchase Order referring to the Contract and shall be terminated at the end of the rendering of the purchased Associated Services. Any new Associated Service order subsequently made by the Client will be exclusively governed by the General Conditions in force, as soon as a new Purchase Order is issued and signed by the Parties.

The articles "Rights granted", "Guarantee and Liability", "Confidentiality" and "Applicable Law and Jurisdiction" herein will continue to have effect according to their terms, after the Contract's expiry.

The expiry of the Contract does not free the Client from their obligation to pay the sums due hereunder.

## **4. DESCRIPTION OF THE ASSOCIATED SERVICES**

The different Associated Services offered by Universign are described on its website at the address [www.universign.com](http://www.universign.com), which the Client may freely access. The Client shall refer to the description of the offer to which they have subscribed, in order to discover the scope of the Associated Services offered.

Universign informs the Client that the scope of these Associated Services may be modified in the future.

## **5. PARTIES' OBLIGATIONS**

### **5.1 UNIVERSIGN'S OBLIGATIONS**

Universign undertakes to:

- Carry out all Associated Services described in the Purchase Order, respecting the means defined within the Contract;
- Notify the Client in writing of all elements, to its knowledge, which it considers likely to compromise the proper performance of the Associated Services;
- Submit a quote to the Client and a provisional lead time for additional Adaptations corresponding to analysis elements not initially requested, on the basis of the current prices for Associated Services.

### **5.2 CLIENT OBLIGATIONS**

The Client undertakes to:

- Ensure they have qualified staff;
- Designate a point-of-contact manager who is available, qualified and equipped with decision-making authority with regard to the solutions offered;
- Freely provide the CPU time and staff necessary for the testing and operation of all of the Associated Services;

- Allow Universign staff free access to the premises where the Associated Services must be carried out, if necessary;
- Ensure that the structures of their company take into account the new conditions resulting from the implementation of Services and Associated Services and, where necessary, will determine and take the necessary organisational and reorganisation measures itself;
- Provide Universign with all elements and information necessary for it to ensure the proper performance of the Associated Services;
- Pay the price agreed in accordance with the article "Financial Conditions" herein.

### 5.3 JOINT OBLIGATIONS

The provisional duration of the Associated Services may be established by mutual agreement between the Parties, corresponding to a realistic forecast according to information communicated to Universign by the Client and, in particular, its initial functional coverage. Consequently, the refinement of the Client's needs may entail changes to the estimation of fees linked to the performance of the Associated Services.

The exceeding of these deadlines alone will not result in any presumption of fault on the part of Universign in the performance of its obligations.

The Parties agree that the proper performance of the provisional schedule depends on the availability of staff, software, premises and data that each Party undertakes to provide under the Contract.

This article is essential for Universign.

## 6. FINANCIAL CONDITIONS

The price corresponding to the Associated Services ordered shall appear in the Purchase Order(s).

The travel and accommodation expenses shall be borne by the Client and will be invoiced according to the conditions established in the Purchase Order.

The prices given are net and exclusive of taxes.

Unless otherwise stated in the Purchase Order, the Associated Services shall be paid (i) upon the delivery of the Associated Services or (ii) on the basis of monthly invoicing issued by Universign, summarising the Associated Services carried out throughout the past month, if the performance of an Associated Service extends beyond the period of a month.

Payment shall be made thirty (30) days following the date of the invoice, by any digitalised SEPA payment method or automatic transfer.

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

In the event of late payment of the sums due by the Client beyond the payment date indicated on the invoice addressed to the latter, late fees calculated at a daily rate of 3% (three per cent) of the tax inclusive price of the Associated Services appearing on said invoice will be automatically and ipso jure acquired by Universign, without any formality nor prior formal notice, and will result in all sums due to Universign by the Client becoming immediately payable, without prejudice to any other action which Universign may have the right to take against the Client in this regard. Furthermore, it will be due a lump sum

compensation for recovery fees, amounting to 40 (forty) euros under the conditions provided for 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 Client proceeds to make a partial payment, Universign will be free to charge said payment as it sees fit.

In the case of non-payment of a single invoice on its due date, Universign may demand the immediate payment of all sums remaining due to it by the Client, without prior notice. Universign will therefore have the right to suspend the performance of its Associated Services until the Client's payment of the invoice in question. The Parties agree that this suspension may not be considered as a termination of the contract on Universign's part, nor shall it give rise to any right to compensation for the Client.

No compensation can be made without Universign's formalised agreement.

## 7. RIGHTS GRANTED ON ADAPTATIONS

In the case of Adaptations carried out by Universign, the latter hereby grants the Client a non-exclusive and non-transferrable right to use the Adaptations as part of the Services provided to the Client.

The use licence for Adaptations granted herein will be effective upon payment of the Associated Services to Universign, and will apply for as long as the Client uses the Services, within the defined territory.

The Adaptations carried out are, and will remain, the property of Universign.

## 8. GUARANTEE AND LIABILITY

### 8.1 GUARANTEE

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

Within the context of the Associated Services carried out, Universign is only held to an obligation of means. In the event of any non-compliant Associated Services, Universign will carry out the purchased Associated Services again, and, in the event that Universign cannot provide these, it will reimburse any sums which may have been paid for the unperformed order.

The guarantees below are limiting, and Universign does not guarantee the correction of all errors, nor that the Adaptations will function in an uninterrupted or error-free manner, nor, more generally, does it guarantee the ability of the Associated Services to satisfy the Client's specific aims. In this respect, the Parties hereby expressly waive, under the terms of the Contract and which the Client accepts, the application of legal provisions relating to the guarantee for faults or hidden defects within the Adaptations.

### 8.2 LIABILITY

Universign may not be held liable for any delay in the performance of the Associated Services. Furthermore, Universign may not be held liable in the case of any ill-considered application or lack of application of the instructions for use provided, or of any advice not issued by Universign itself.

Universign cannot in any event be declared liable for the destruction or deterioration of files or programs, during any

intervention on the Client's site. It is the Client's responsibility to protect themselves against these risks by carrying out the necessary backups.

Universign is not, in any event, liable towards the Client or third parties for any indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial issues, loss of profit, damage to brand image, or the loss of data and/or files.

In any case, and regardless of the basis of Universign's liability, the damages, interests and any compensation due by Universign to the Client, for any reason whatsoever, may not exceed the sums paid by the Client for the Purchase Order in question.

The provisions of these general conditions establish a distribution of risks between Universign and the Client.

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

## **9. FORCE MAJEURE**

In the event of a case of force majeure, in the usual sense as understood by the case law of French courts, neither Party may be held liable for a breach of one of its contractual obligations.

The Party invoking the force majeure clause must inform the other party as soon as possible, via the delivery of a registered letter with acknowledgment of receipt. This letter must include a brief description of the event, presenting the characteristics of the case of force majeure, as well as an estimation of its duration, and should inform the other Party of the foreseeable consequences of this case of force majeure for the Contract's performance.

The performance of the contract will initially be suspended for a period of fifteen (15) days.

If the duration of force majeure continues beyond this period, each Party may automatically terminate the Contract by registered letter with acknowledgement of receipt. This termination will take effect fifteen (15) days after its receipt. Any Services not carried out, as a result of a case of force majeure or any unforeseeable event, will not give rise to the right for payment.

## **10. TERMINATION**

In the event of a breach by one of the Parties of an essential obligation provided for in the Contract, which is not corrected within a period of fifteen (15) calendar days after the delivery of a registered letter with acknowledgement of receipt notifying them of the breach in question, the other Party may exercise their right to terminate the contract, without prejudice to the damages and interests to which it may be entitled hereunder.

Furthermore, in the event of non-payment of sums due by the Client, not subject to justified reservations which have been explicitly notified to Universign, the latter may terminate the Contract by right and without delay, after having notified the Client by registered letter with acknowledgement of receipt. This will not prevent Universign from taking any measures to recover its debts.

## **11. CONFIDENTIALITY**

Under the terms hereof, it is expressly agreed that the following is strictly confidential: any information regarding the Parties, their members, subscribers, staff, suppliers,

equipment, operating mode and/or their organisation; or any other information which may be linked to their activity and which may be transmitted by any means, by the Parties as part of or with a view to the Provider's performance of the Service, in application of this Contract, or which the Parties become aware of during the course of the contract.

In this respect, each of the Parties undertakes to keep said information strictly confidential and to refrain from communicating it to anyone, except for purposes strictly necessary for the proper performance of the Contract, and to refrain from directly or indirectly using it, or allowing for its use by a third party under their control, for any other purpose other than the proper performance of the contract.

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

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

The Parties will be bound by this obligation for as long as the information concerned is not made public, unless the Party concerned has given its prior and express agreement to waive confidentiality.

## **12. RELATIONS BETWEEN PARTIES**

Unless otherwise specified in writing, the Client shall be the prime contractor for the Associated Services carried out under this Contract. Universign undertakes to perform its Associated Services through the use of qualified staff, in the conditions provided for by law, and guarantees that it is not affected by the provisions of the French Labour Code which prohibit illegal or irregular employment.

The Associated Services provided under the Contract may be related to Services to which the Client has subscribed under a different contract. Said contract concluded with Universign will govern the use of the Services.

## **13. CONTRACT TRANSFER**

The Contract may not, in any case, be wholly or partially transferred by the Client, for free or for payment.

## **14. NON-SOLICITATION OF EMPLOYEES**

The Client waives the right to hire or employ any Universign employee, whether directly or through an intermediary, whatever their speciality, and even if the initial solicitation is made by said employee. Any hidden remuneration is also prohibited.

This waiver is valid throughout the duration of the Contract and for a period of two (2) years from the expiry of the latter. If the Client does not comply with this obligation, they commit to compensate Universign by immediately paying them a lump sum equal to the gross salary that this employee would have received during the twelve (12) months preceding their departure.

## **15. MISCELLANEOUS PROVISIONS**

**Notifications:** All notifications required under the Contract shall be made by registered letter with acknowledgement of receipt, and will be deemed to have been validly delivered

to the addresses indicated in the header hereof, unless notification of a change of address has been carried out. Notwithstanding the notifications provided by registered letter with acknowledgement of receipt, the Parties agree that information relating to the conclusion or performance of the contract will be transmitted by email. In particular, and in accordance with Article 1126 of the French Civil Code, the Client acknowledges that Universign may deliver any notification regarding the development or modification of the Contract by email. Consequently, the Client expressly accepts the use of this form of communication. The Parties agree that emails exchanged between them constitute valid evidence of the content of their exchanges and of their commitments.

**Partial nullity:** The declaration of the nullity or ineffectiveness of any Contract stipulation will not automatically result in the nullity or ineffectiveness of the other stipulations, unless the balance of the contract has been modified as a result.

**Parties' commitments:** The Parties agree that the approval of the Purchase Order, the conclusion and the renewal of the Contract, and the payment of fees and/or invoices issued imply that the Client has read and accepted the General Conditions in force on the date of this approval, conclusion, renewal or payment. The Client is informed that these General Conditions are accessible from the website [www.universign.com](http://www.universign.com), in accordance with Articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Conditions are also available on the website [www.universign.com](http://www.universign.com). The Parties agree that these are made available for information purposes only and do not imply any applicability for these previous versions.

It is understood that these General Conditions cancel and replace those previously accepted between the Parties, having the same subject and currently in progress. It will prevail over any unilateral document of either Party, including the Client's purchase order. Any specific conditions provided for in the Purchase Order and duly signed by the two parties will, however, be applicable to the Associated Services exclusively designated in said document. Any specific annotation added manually by the Client will not be valid if it has not been expressly accepted by Universign.

**Modification of the Associated Services:** Any Client requests for modification with regard to the Associated Services performed under the Contract shall be carried out in writing. This condition applies in general to any request for modification, including changes to planning or specification. A new quote will therefore be issued to the Client by Universign.

**Non-waiver:** The fact that either Party does not avail itself of a breach by the other Party of any of the obligations referred to herein may not be interpreted as a waiver of the obligation in question in the future. The Client irrevocably waives any request, claim, right or action against Universign with regard to the performance of the Contract which is formed more than twelve (12) months after the fact, and as such, irrevocably waives the right to initiate any legal proceedings against Universign on these grounds.

**References:** Universign reserves the right to feature the Client's name in a list of references.

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

This Contract is governed by French law.

**IN THE EVENT OF DISPUTE, AND AFTER AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING A PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY, PROTECTIVE, SUMMARY OR EX-PARTE PROCEEDINGS.**

**IN CASE OF THE CLIENT'S OPPOSITION TO A REQUEST FOR AN ORDER FOR PAYMENT, EXPRESS JURISDICTION IS ALSO ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS.**