

CENTREON CIAM
-
TERMS AND CONDITIONS OF USE

INTRODUCTION

These Terms and Conditions of Use (also referred as “**Terms of Use**”) define the conditions under which you use the CIAM Services provided by CENTREON. By accessing the CIAM Services, you accept these Terms of Use. If you create an account to access the CIAM Services (or if you contract) on behalf of a legal entity, you warrant that you have the right, authority and capacity to bind such legal entity and its Subsidiaries to these Terms of Use, in which case the term “**Client**” refers to the aforementioned legal entity and its Subsidiaries. If you do not have the capacity to represent such legal entity and its Subsidiaries or if you do not agree to be bound by these Terms of Use, please do not use the CIAM Services. The terms “**Customer**”, “**You**” or “**Your**” or related terms refer to the legal entity and its Affiliates.

The purpose of these Terms of Use is to establish the conditions under which the Client access the CIAM Services. These Terms of Use supplement any terms and conditions you may have previously signed. These Terms of Use supersede all previous written or oral agreements, declarations and proposals exchanged between the Parties and which have the purpose to define the conditions under which you use the CIAM Services. However, in the event of a contradiction between these Terms of Use and the Terms and Conditions, the Terms and Conditions shall prevail. The Terms of Use shall prevail over any purchase conditions of the Customer.

For your convenience, these Terms of Use may be translated into French. If there is any contradiction between the English language version and the French language version (and any other version) of the Terms, the English language version shall prevail.

The titles of the Terms are for reference only and shall not affect the interpretation of the Terms.

DEFINITIONS

“**Administrator**” means the natural person, designated by the Customer, with the most extensive rights to manage User Accounts, create new User Accounts and set up the rights of Users.

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of an entity.

“**Agreement**” means the Terms of Use, the Terms and Conditions, the Order Form and the specific conditions if any. All these documents are part of the same agreement.

“**Authentication**” means the procedure allowing the Administrator and the User to provide and to confirm his identity by communicating his ID and password.

“**CENTREON**” has meaning given in the Terms and Conditions.

If you use the CIMA Services for free, “**CENTREON**” means CENTREON, a société par actions simplifiée (Simplified joint-stock company) with a share capital of EUR 500 000, having its registered office at 28/34 rue du Chateau des Rentiers 75013 Paris, registered under French law under number 483 494 589.

If you use the CIAM Services for free and you subscribe to a paid service, the Terms of Use are automatically transferred to the CENTREON entity designated in the Terms and Conditions without further formality.

"**CIAM Services**" means the service at the disposal of the Customer by means of which the Customer can access and manage (create, edit or remove) User Accounts of other CENTREON cloud services and configure the accounts of each User by means of an ID and password and/or to connect the CENTREON services to the identity provider of the Customer.

"**Customer Data**" means any data, information or material that Customer provides or makes available in the course of using the CIAM Services.

"**Documentation**" means all information relating to the use of the CIAM Services, including a description of the functionalities of the CIAM Services and the list of prerequisites necessary for the use of the CIAM Services.

"**ID**" means a unique access code assigned to an Administrator/User associated with a password, by means of which the Administrator/User can authenticate to access the CIAM Services and the other services of CENTREON.

"**Party**" means the Customer or CENTREON, as the case may be, and "**Parties**" means both of them.

"**Terms and Conditions**" means, depending on the service you subscribed :

- On premises subscription, the "CENTREON - END-USER LICENSE TERMS - ON PREMISE SUBSCRIPTION BASED LICENSE" accessible at <https://centreon.com/legal/fr/IT-Business-license-subscription-terms-EN> and the "SUPPORT AND SOFTWARE UPGRADE - TERMS AND CONDITIONS" accessible at <https://centreon.com/legal/fr/License-support-terms-EN>
- Centreon Cloud, the CENTREON CLOUD SERVICES - TERMS AND CONDITIONS accessible at <https://centreon.com/legal/en/Cloud-Services-terms-ROW>
- On premises with perpetual licence, the "GENERAL TERMS AND CONDITIONS FOR SALE" accessible at <https://centreon.com/legal/fr/License-general-terms-conditions-FRA> and/or the "SUPPORT AND SOFTWARE UPGRADE - TERMS AND CONDITIONS" accessible at <https://centreon.com/legal/fr/License-support-terms-EN>

"**Third Party**" means any other entity besides CENTREON and CENTREON' customers and You, for instance, a sub-contractor. CENTREON' customers may be classified as a Third-Party as long as they don't act as a customer in any given transaction/situation, for instance if the customer is also a supplier/partner of CENTREON.

"**Third Parties Service(s)**" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a service links to, or which You may connect to or enable in conjunction with the CIAM Services, including, without limitation, third party services which may be integrated directly into Users Accounts by You or at Your direction.

"**User**" means a Customer employee or contractor who has a need to use a service of CENTREON pursuant to the Agreement.

"**User account**" means an access granted to a user. Each User shall have a User Account and a unique ID.

1. ACCESS GRANTING AND REMOVAL

- 1.1. Access and use of CIAM Services. CENTREON grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the CIAM Services for Customer's internal needs (the "**Permitted Purpose**").
- 1.2. Only Customer's Users may access and use the CIAM Services. Customer is responsible for maintaining the security of User's account, passwords (including but not limited to Administrator and User passwords) and files and for use of User's accounts by Users or any other person or entity who accesses User's accounts via or as a result of Customer, with or without Customer's knowledge or consent (unless such unauthorized access was caused by CENTREON), and if Customer becomes aware of any violation, Customer will immediately terminate the offending party's access to the CIAM Services and notify CENTREON.
- 1.3. No charge Access. If CIAM Services are provided to Customer for evaluation, beta, release candidate or free purposes, CENTREON hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the CIAM Services. Customer's access and use right may terminate immediately upon notice from CENTREON in its sole discretion.

Notwithstanding any other provision contained in the Agreement, the CIAM Services are provided to Customer "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of these Terms of Use shall apply to the CIAM Services provided for free.

- 1.4. Restrictions. Except as expressly authorized in the Agreement, Customer shall not, and shall ensure that Users do not, directly or indirectly: (i) license, sublicense, rent, lease, sell, resell, loan, transfer, distribute, translate, or otherwise transfer rights to the CIAM Services; (ii) reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the non-opensource code of the CIAM Services; (iii) modify, translate, enhance or otherwise change the CIAM Services or prepare derivative works of the CIAM Services, including creation and distribution of add-ons or enhancements or incorporation into another product unless expressly agreed between the Parties; (iv) copy, reproduce, republish, upload, post, or transmit the CIAM Services or any other materials provided in connection therewith; (v) remove, obscure, or alter any notice of copyright, trademark or other proprietary right appearing in or on any item included with the CIAM Services; (vi) circumvent or attempt to circumvent any methods employed by CENTREON to control access to the components, features or functions of the CIAM Services or to prevent unauthorized use of the CIAM Services; or interfere with, impair, or disrupt the integrity or performance of the CIAM Services or any other party's use of the CIAM Services; (vii) use or otherwise exploit the CIAM Services for any purpose, other than the Permitted Purpose, including for purposes of benchmarking, competitive analysis or the development of a competing software product; or (viii) use the CIAM Services to violate third party rights or applicable laws or to store or transmit infringing, libellous, unlawful, or tortious material or store material in violation of third party rights or applicable laws.
- 1.5. Customer undertakes to CENTREON that it shall cause the Users to comply with the provisions of the Terms of Use. Customer shall be liable to CENTREON and- as the case may be indemnify - its Affiliates for the consequences of any breach of the Terms of Use.

2. SERVICES

CENTREON undertakes to procure all the human and technical means to provide the CIAM Services covered by the Agreement.

CENTREON provides the Customer with access to the CIAM Services in SaaS mode 24 hours a day and 7 days a week, subject to interruptions due to a scheduled maintenance or interruptions due to failure outside CENTREON. These temporary interruptions can in no case give rise to compensation to the Customer except if those interruptions prevent access to a service whose interruption gives right to compensation as provided in the relevant Terms and Conditions of the affected service.

The CIAM Services remain on the CENTREON Infrastructure and CENTREON does not give a copy of the CIAM Services to the Customer, in any form or on any medium whatsoever.

It is the responsibility of the Customer to ensure that the data transmitted by the Customer on CENTREON Infrastructure is free of errors.

User Accounts can be created either by the Customer via the CIAM Services or automatically synchronized with a Third-Party identity provider service.

The Customer has the possibility to manage the permissions granted to each User via the CIAM Services under his full responsibility.

3. DATA PROCESSING

Définitions :

In the scope of Article 4, "**CENTREON**" means Centreon, a société par actions simplifiée (Simplified joint-stock company) registered under French law under number 483 494 589 RCS Paris, with a share capital of EUR 500 000 and having its registered office at 28/34 rue du Chateau des Rentiers 75013 Paris, which is the data processor.

CENTREON undertakes to respect the confidentiality of the data provided by the Customer for the performance of the CIAM Services, in accordance with the "Regulation on Personal Data" such as defined below.

For the purposes of this Agreement, "**Personal Data Regulations**" means the applicable French and European regulations on the protection of personal data, including: Law No. 78-17 of January 6, 1978, as amended, EU Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data applicable since May 25, 2018, Directive 2002/58/EC of July 12, 2002, known as "Privacy and Electronic Communications", as amended, as well as any other European statute that may amend or supplement the provisions in force at the date of this Agreement and that may apply to any of the Parties.

In the course of its performance of the Agreement, CENTREON may, as the case may be, have access to information processed by the Customer as part of his activities, and qualified as personal data within the meaning of the Personal Data Regulations (hereinafter referred to as "**Personal Data**").

The Customer retains the full control over Personal Data and is liable, as data controller, in compliance with the provisions of the Personal Data Regulations.

CENTREON will act exclusively, regarding these Personal Data, as data processor within the meaning of the Personal Data Regulations.

CENTREON will process accordingly Personal Data for the sole purposes of providing the CIAM Services (and other CENTREON services subscribed, if any) to the Customer for the duration of this Agreement.

If you use the CIAM Services free of charge, You agree to the use of this Personal Data for marketing purposes by CENTREON and You have the right to contact CENTREON (contact@centreon.com) to withdraw your consent.

The Personal Data processed by CENTREON on behalf of the Customer shall be: first and last names, e-mail address and country.

The Customer, in its capacity as data controller, hereby guarantees that the Personal Data it provides to CENTREON in this context is processed by it in accordance with the Personal Data Regulations.

The Customer undertakes to document in writing its instructions concerning the processing of the Personal Data that it entrusts to CENTREON.

Generally, the Customer undertakes to:

- Answer as quickly as possible to CENTREON's questions on the methods of processing of Personal Data, and in particular on the selection of any processors;
- Take into account CENTREON's advice on compliance with the Personal Data Regulations, and to consult CENTREON in the event of any difficulties;
- Promptly inform CENTREON of any claim or difficulty that may arise from a security breach in order to coordinate the response, and collaborate with CENTREON in this respect;
- Supervise the processing carried out on his behalf by CENTREON.

CENTREON, in its capacity as processor, undertakes to comply with its obligations under the Personal Data Regulations, and in particular to:

- Process Personal Data solely for the aforementioned purpose (to provide to the Customer the services covered by this Agreement);
- Process Personal Data in accordance with the instructions of the Customer. If CENTREON considers that an instruction from the Customer is in breach of the Personal Data Regulations, it undertakes to immediately inform the latter;
- If CENTREON is required to transfer Personal Data outside the European Union, it undertakes to inform the Customer of such transfer, unless the relevant law prohibits such information for substantial grounds of public interest;
- Guarantee the safety and confidentiality of the Personal Data processed, in accordance with the provisions of this Agreement and the Personal Data Regulations;
- Ensure that persons authorized to process the Personal Data are contractually bound to maintain confidentiality or are subject to a suitable legal obligation of confidentiality and receive the necessary training on the protection of Personal Data.

In the event of the selection of other processors, CENTREON shall obtain prior and specific written authorization from the Customer.

The subsequent processor(s) shall be subject to the same obligations as CENTREON.

CENTREON shall be responsible for ensuring that the subsequent processor(s) provide sufficient guarantees as to the safety and confidentiality of the Personal Data, so that the processing meets the requirements of the Personal Data Regulations.

Should the subsequent processor(s) not fulfill its (their) data protection obligations, CENTREON shall remain fully liable to the Customer for the performance by the other processor(s) of its (their) obligations.

Insofar as the Personal Data is initially collected by the Customer, it is the Customer's responsibility to provide information to the persons concerned by the processing operations carried out by CENTREON on its behalf at the time of data collection.

CENTREON shall assist the Customer in answering requests regarding the exercise of the rights of access, rectification, deletion and opposition, the right to limit processing, the right to data portability, the right not to be the subject of an automated individual decision (including profiling).

When the relevant persons make a request to CENTREON to exercise their rights, CENTREON shall forward these requests as soon as it receives them by e-mail to the Customer at the e-mail address provided by the Customer to CENTREON.

CENTREON shall notify the Customer in writing of any Personal Data breach within a maximum period of forty-eight (48) hours of becoming aware of it.

This notice shall be accompanied by all relevant documentation to enable the Customer to (i) take all appropriate measures or instruct CENTREON to that effect, (ii) if necessary, to notify such violation to the competent supervisory authority.

The Customer shall be responsible for informing the relevant persons, if required by the Personal Data Regulations.

CENTREON undertakes, as necessary, to assist the Customer in carrying out a Data protection impact assessment.

CENTREON undertakes, as necessary, to assist the Customer in carrying out the prior consultation of the supervisory authority.

CENTREON undertakes to implement the technical and organizational security measures necessary for the safety and integrity of the Personal Data it processes in such a way that the processing carried out on behalf of the Customer meets the requirements of the Personal Data Regulations and guarantees the safeguarding of the rights of the relevant persons.

Specifically, CENTREON undertakes to implement the following security measures, as a minimum:

- User Authentication;
- Data backup;
- Business continuity measures;
- Server security;
- Archiving;
- Protective measures in the event of data exchange;
- Data encryption ;

Upon expiry of the Agreement, CENTREON undertakes to delete all Personal Data that it has processed

on behalf of the Customer unless the applicable law requires the retention of the Personal Data. Once the copies are deleted, CENTREON shall provide written proof of the deletion.

The Parties undertake to provide each other with the name and contact details of their Data Protection Officer at first request of the other Party.

CENTREON undertakes to provide the Customer with the necessary documentation to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the Customer or any other auditor appointed by it, and to assist in these audits.

In addition, to the extent that CENTREON is required to process the Customer's (and/or the User's) Personal Data in the performance of this Agreement, it undertakes to do so in accordance with CENTREON's Data Protection Regulations and Privacy Policy.

4. CUSTOMER'S OBLIGATION

4.1. The Customer declares that the CIAM Services meets its needs and that it has the prerequisites described in the Documentation.

The Customer undertakes:

- to transmit accurately, under its full responsibility, all the information necessary for the performance of the Agreement, and guarantees the accuracy of this information. It undertakes to notify CENTREON of any change in this information;
- To respect the intellectual property rights of CENTREON;
- Not to use the CIAM Services in such a way that could affect the proper functioning or security of the CIAM Services or of the other CENTREON services used by the Customer ;
- To ensure that the data transferred on the CIAM Services does not interfere with the proper functioning of the CIAM Services Infrastructure or of the other CENTREON services used by the Customer.

In particular, the Customer agrees not to store on the CIAM Services any data:

- Containing or likely to contain viruses; or
- That is unlawful, immoral or infringes the rights of third parties, in particular intellectual property rights.

Consequently, the Customer is responsible for the damage that these data or himself could cause to CENTREON, to a Third Party, to the CIAM Services or to any other infrastructure or service provided by CENTREON and guarantees CENTREON against any claim that could be exercised against CENTREON by a Third Party because of these data.

4.2. The Customer undertakes to ensure the confidentiality and security of the access device so that only Users can use the CIAM Services. The Customer undertakes to ensure that the Administrator and the Users do not disclose their ID or their password. In case of voluntary or accidental disclosure (e.g. loss, theft) of the ID or the password, the Customer undertakes to inform CENTREON as soon as it becomes aware of it. The Authentication of an Administrator or a User by means of an ID and a password irrevocably presume accountability of the operations carried out by means of this ID to the holder of the ID used.

5. TECHNICAL SUPPORT AND MAINTENANCE

Technical support and maintenance are processed according to the terms of the Terms and Conditions applicable to the Customer.

6. DURATION

The Terms of Use will enter into force at the time of the creation of an account by the Customer to access the CIAM Services, until the end of the use of the CIAM Services.

7. WARRANTIES

CENTREON warrants the Customer against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any claim for infringement of any intellectual property right arising from the use of the CIAM Services only if the CIAM Services are provided to the Customer as part of a paid offer. As such, CENTREON shall indemnify and hold harmless the Customer against all damages resulting from intellectual property infringement proceedings that it shall pay further to a final court decision.

This warranty is subject to the following express conditions:

- (i) CIAM Services are provided to the Customer as part of a paid offer;
- (ii) The Customer has promptly notify CENTREON when the claim or demand is made or action brought against the Customer;
- (iii) CENTREON shall at its own expense conduct any litigation arising therefore and all negotiations in connection therewith in consultation with the Customer;
- (iv) The Customer at the request of CENTREON has provided to CENTREON all reasonable assistance for the purpose of contesting the claim or demand made or action brought against the Customer;
- (v) The alleged infringement could not have been avoided by the installation and use by the Customer of an upgrade provided by CENTREON.

If any CIAM Services (or part of them) provided by CENTREON infringes or is likely to infringe a Third Party's intellectual property rights, CENTREON will promptly and at its own expense:

- (i) procure the right for the Customer to continue using such service ; or
- (ii) replace the service to make its use non-infringing; or
- (iii) modify the service to make its use non-infringing; or

The previous provisions set the only appeal of which the Customer has and the limits of the CENTREON's infringement warranty as described below.

If CIAM Services are provided for free, the previous warranties are not applicable.

8. LIABILITY

The Parties agree that CENTREON is subject to a general obligation of means given the hazard inherent in internet technologies. CENTREON does not provide a consulting service, of any kind whatsoever. CENTREON does not interfere in the management of the Customer. CENTREON provides the CIAM Services to the Customer whose use is discretionary and at its sole responsibility. In any case, CENTREON

is not responsible for any indirect damage suffered by the Customer due to loss of profits, loss of customers, operating losses, disruption of the Customer's activities or increase in its costs, loss of data, damage to the image or any other moral prejudice, even if CENTREON has been informed of the possibility of such damage.

Any action brought against the Customer by a Third Party shall be considered as indirect damage and shall not give rise to any right to compensation. The Customer undertakes to take all necessary precautions to reduce the prejudice that may result from the execution of this Agreement or from the use of the CIAM Services. Customer must use up-to-date anti-virus software.

If CENTREON's liability should nevertheless be established, the total amount of damages that could be charged shall not exceed fifty percent (50%) of the amount excluding taxes paid by the Customer within the twelve (12) months prior to the event giving rise to the damage.

This limitation of liability results from the allocation of risks as decided by the Parties. This section shall survive the termination of the Agreement for any reason whatsoever.

9. EXPORT CONTROL

The CIAM Services may not be exported, re-exported or used (a) into any French, European or U.S.-embargoed countries or (b) to anyone on the UE consolidated list of persons, groups, and entities subject to EU financial sanctions or to anyone on the U.S. Treasury Department's specially designated nationals list or the U.S. Department of Commerce, denied persons list or entity list. By using the CIAM Services, the Customer represents and warrants that it is not located in any such country or on any such list.

Customer also agrees that it will not use these CIAM Services for any purposes prohibited by French, European, or the United States federal laws, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. In case of doubt, the Customer will contact CENTREON for clarification.

Customer furthermore acknowledges that in all cases it is prohibited from exporting, re-exporting, selling/or passing on or disclosing the CIAM Services in all of the countries listed under the internet address given below, and that even activation of the CIAM Services is, in all cases, prohibited in such countries: <https://centreon.com/legal/en/embargoed-countries>.

10. THIRD PARTIES SERVICES

CENTREON has no liability and makes no warranties whatsoever with respect to Third Party Services that Customer uses in conjunction with the CIAM Services.

Any exchange of data or other interaction between Customer and a Third-Party provider is solely between Customer and such Third Party provider and will be pursuant to policies and terms separate from the Agreement. CENTREON shall not be responsible for any disclosure, modification, or deletion of Customer Data resulting from any use of or access by Third-Party Services or Third-Party providers.

If the Customer decides to enable, access or use Third Party Services, Customer access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and CENTRON does not endorse, is not responsible or liable for, and make no representations as to any

aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data) or any interaction between the Customer and the provider of such Third Party Services. CENTREON cannot guarantee the continued availability of such Third Party Services features, and may cease enabling access to them without entitling the Customer to any refund, credit, or compensation, if, for example and without limitation, the provider of a Third Party Services ceases to make the Third Party Service available for interoperation with the CIAM Services in a manner acceptable to CENTREON. The Customer irrevocably waives any claim against CENTREON with respect to such Third Party Services. CENTREON is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer enablement, access or use of any such Third Party Services, or Customer reliance on the privacy practices, data security processes or other policies of such Third Party Services. The Customer may be required to register for or log into such Third Party Services on their respective websites. By enabling any Third Party Services, Customer is expressly permitting CENTREON to disclose your login, as well as Customer Data as necessary to facilitate the use or enablement of such Third Party Services.

11. OWNERSHIP; FEEDBACK; CUSTOMER DATA

- 11.1. Ownership. CENTREON (and/or its licensors and Affiliates) is the sole and exclusive owner of all rights, title and interest in and to the CIAM Services and CENTREON's proprietary property (including intellectual property rights) and reserves all rights, title and interest in and to the CIAM Services not expressly granted under the Agreement. No ownership right is conveyed to Customer in the CIAM Services or CENTREON's proprietary property, irrespective of the use of terms such as "Purchase" or "Sale" in any Order Form.
- 11.2. Feedback. From time to time, Customer or its Users may submit to CENTREON comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the CIAM Services ("**Feedback**"). Customer hereby grants to CENTREON a worldwide, 30 years irrevocable, royalty-free license to use and incorporate the Feedback for any purpose without restriction, attribution or payment to Customer.
- 11.3. Customer Data. Customer is the sole and exclusive owner of all rights, title and interest in and to the Customer Data (including intellectual property rights) and reserves all rights, title and interest in and to the Customer Data not expressly granted under the Agreement. Customer hereby grants CENTREON the right to use Customer Data for providing and improving the CIAM Services. Customer will be solely responsible for the procurement, accuracy, quality, and content of Customer Data.

12. MISCELLANEOUS PROVISIONS

If any provision of the Terms of Use is held to be invalid or unenforceable for any reason, it will be deemed to be severed from the Terms of Use and the remaining provisions will continue in full force and effect.

The fact that one or other Party does not require, temporally or definitely, the application of a provision of the Terms of Use shall not be considered as a waiver of the rights, which are held by this Party.

These Terms of Use can be modified at any time, at the sole discretion of CENTREON. CENTREON will inform the Customer by any means. The Customer may refuse to be bound by the Terms of Use as updated by sending a letter with acknowledgment of receipt at the registered office of CENTREON. If so, the Customer will have no access to the CIAM Services anymore until an agreement on the conditions of use of the CIAM Services has been concluded on terms that are acceptable for both Parties.

13. DISPUTE RESOLUTION

Prior to initiating any claim or proceeding under, arising out of or in connection with the Agreement, the Parties will make a good faith effort to resolve the underlying dispute. Such good faith effort will include (i) elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party and, if such management-level discussions fail after ten (10) business days, further elevating the matter to a vice president level executive for each Party to continue good faith efforts to resolve the matter for an additional ten (10) business days and (ii) reasonably sharing relevant, non-privileged documents, books and records and other materials, as reasonably requested, in connection with the dispute.

14. GOVERNING LAW AND JURISDICTION

The following provisions shall apply unless the Terms and Conditions provide o on the same otherwise on the same matter.

The Agreement is governed by French law.

ANY DISPUTE RELATING TO THE CONCLUSION, VALIDITY, INTERPRETATION, EXECUTION OR TERMINATION OF THE CONTRACT AND/OR THEIR POSSIBLE CONSEQUENCES, WHICH COULD NOT BE THE SUBJECT OF AN AMICABLE AGREEMENT, SHALL FALL WITHIN THE EXCLUSIVE COMPETENCE OF THE COMMERCIAL COURT OF PARIS, EVEN IN THE CASE OF A CALL FOR GUARANTEE, A PLURALITY OF DEFENDANTS OR A PROCEDURE IN REFEREE.