GENERAL TERMS AND CONDITIONS OF SERVICE

1. Definitions

1.1. The term “Agreement” means the agreement as defined in the applicable Order Form.

1.2. The term “Authorized User” means any individual whom the Customer authorizes to use the Service and who is an employee, agent, contractor or representative of the Customer, the Customer’s Affiliates or a Business Third Party of the Customer and its Affiliates.

1.3. The term “Business Third Party” means a legal entity that needs to use the Service in connection with the internal business operations of the Customer or its Affiliates, such as a customer, distributor, service provider and/or supplier of the Customer and its Affiliates.

1.4. The term “Service” means the solution provided, hosted, maintained and operated by Tevasoft under an Order Form. The description of the Service is provided in the “Service Description” document.

1.5. The term “Confidential Information” means all information that the disclosing party protects from unrestricted disclosure to third parties and that the disclosing party or its representatives designate as confidential, internal and/or proprietary at the time of disclosure, or that should reasonably be considered confidential at the time of disclosure given its nature and the circumstances of disclosure.

1.6. The term “Customer Data” means any content, resource, data and information that Authorized Users enter into the production system of the Service or that the Customer obtains as a result of using the Service and stores in the Service (for example, Customer-specific reports). Customer Data and its derivatives do not include Tevasoft Confidential Information.

1.7. The term “Documentation” means Tevasoft’s then-current technical and functional documentation relating to the Services that Tevasoft makes available to the Customer as part of the Service, including technical and functional specifications regularly updated in accordance with the Agreement.

1.8. The term “Feedback” means opinions, comments or suggestions concerning Tevasoft’s business and technology directions and the potential creation, modification, correction, improvement or extension of the Service.

1.9. The term “Intellectual Property Rights” means any patents, design rights, utility models and/or utility certificates and other similar invention rights, copyrights and related rights, rights relating to trade secrets, know-how or confidentiality, trademarks, trade names, signs and corporate names, and other rights in intangible personal property, whether registered or unregistered, including applications (and rights to apply), registrations (including the formalities necessary to complete them) and recordations of any of the foregoing, in any country, arising under applicable law or the performance of an agreement, whether or not capable of perfection, existing or filed, future, issued or acquired.

1.10. The term “Order Form” means the Service ordering document that references these General Terms and Conditions of Service.

1.11. The term “Professional Services” means implementation services, consulting services or other related services provided under an Order Form and may also be referred to as “Consulting Services” in the Agreement.

1.12. The term “Representatives” means a party’s Affiliates, employees, contractors, subcontractors, legal representatives, accountants or other professional advisers.

1.13. The term “Tevasoft Materials” means all resources or information (including statistical reports and Service usage metrics) provided, developed, derived or made available by Tevasoft (independently or in collaboration with the Customer) in connection with performance of the Agreement, including in connection with the provision of maintenance or Professional Services to the Customer. Tevasoft Materials do not include Customer Data, Customer Confidential Information or the Service. Tevasoft Materials may also be referred to in the Agreement as “Cloud Materials”.

1.14. The term “Subscription Term” means the initial subscription term and, where applicable, any renewal period for the Service identified in the Order Form.

1.15. The term “Taxes” means all taxes, transactional levies and similar charges (and any related interest and penalties), such as federal, local or state sales taxes, value added tax, goods and services tax, use tax, property tax, excise duty or other similar taxes.

1.16. The term “Usage Metric” means the measurement standard used to determine authorized use and calculate the fees due for the Service, as specified in the Order Form.

2. Definitions

2.1. Grant of Rights

Tevasoft grants the Customer a non-exclusive, non-transferable right to use the Service (including for its implementation and configuration), the Tevasoft Materials and the Documentation solely for the internal business operations of the Customer and its Affiliates. The Customer may use the Service worldwide, except from countries where such use is prohibited by applicable export laws. The rights of use and restrictions applicable to the Service also apply to the Tevasoft Materials and the Documentation.

2.2. Authorized Users

The Customer may permit Authorized Users to use the Service. Use is limited to the Usage Metrics and volumes specified in the Order Form. Service access credentials may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer authorized to use the Service. The Customer may grant Authorized User status to individuals employed by its external service providers only to the extent such providers need access to the Service in connection with providing external services on behalf of the Customer. The Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3. Usage Verification

The Customer is responsible for monitoring its own use of the Service and notifying Tevasoft of any use exceeding the Usage Metrics and volumes specified in the Order Form. Tevasoft may monitor usage to verify compliance with the Usage Metrics, volume and the Agreement.

2.4. Suspension of the Service

Tevasoft may suspend or limit use of the Service:

a) if continued use is likely to cause material harm to the Service or its users; or

b) to comply with laws and regulations applicable to Tevasoft, its Affiliates or its subcontractors.

Tevasoft will promptly notify the Customer of such suspension or limitation. Tevasoft will limit the scope and duration of any suspension or limitation as reasonably as possible in light of the circumstances.

2.5. Third-Party Web Services

The Service may include integrations with web services made available by third parties (other than Tevasoft), accessible through the Service and governed by such third parties' contractual terms. Third-party web services are not part of the Service and the Agreement does not apply to them. Tevasoft is not responsible for the content of such third-party web services.

3. Tevasoft Responsibilities

3.1. Access

Tevasoft provides access to the Service in accordance with the Agreement. Tevasoft makes the Service available to the Customer and is responsible for its operation during the applicable Subscription Term.

3.2. Maintenance

Tevasoft provides maintenance for the Service identified in the Order Form.

3.3. Security

Tevasoft will protect Customer Data in accordance with the Security Measures. The term "Security Measures" means the technical and organizational measures for the Service published in the document "FR_Tevasoft_Accord_Protection_Donnees.pdf".

3.4. Changes

3.4.1. Scope

Tevasoft may modify the Service (including maintenance services, Maintenance Windows and Major Upgrade Windows), provided that it does not materially degrade the core functionality of the Service during the Subscription Term.

3.4.2. Notice of Changes

Tevasoft will provide the Customer with reasonable prior notice of changes to Service functionality in accordance with Section 13.4, except that any change to a Maintenance Window or Major Upgrade Window must comply with the Service Level Commitment.

3.4.3. Customer Termination

If a change materially degrades the Service and Tevasoft does not provide equivalent functionality, the Customer may terminate its subscription to the affected Service by providing Tevasoft with written notice within one (1) month of Tevasoft's notice of the change. If Tevasoft does not receive notice within that period, the Customer will be deemed to have accepted the change.

4. Customer Data and Personal Data

4.1. Customer Ownership

Under the Agreement, the Customer retains all rights, title and interest in and to Customer Data. Tevasoft may use trademarks provided by the Customer solely to provide the Service and related maintenance.

4.2. Customer Data

The Customer is responsible for Customer Data and for entering it into the Service. The Customer grants Tevasoft (including its subcontractors) a non-exclusive right to process and use Customer Data to provide the Service and related maintenance as defined in the Agreement.

4.3. Personal Data

The Customer undertakes to ensure that personal data contained in Customer Data is processed in accordance with applicable personal data protection laws and regulations.

4.4. Security

The Customer undertakes to maintain reasonable security standards for use of the Service by its Authorized Users. The Customer shall not perform or authorize penetration testing of the Service without Tevasoft's prior written authorization.

4.5. Access to Customer Data

4.5.1. The Customer may access its Customer Data at any time during the Subscription Term. The Customer may export and extract its Customer Data in a standard format. Export and extraction may be subject to technical limitations. In such case, Tevasoft and the Customer will seek a reasonable method enabling the Customer to access its Customer Data.

4.5.2. Before expiration of the Subscription Term, the Customer is authorized to use Tevasoft's self-service export tools (if available) to perform a final export of Customer Data from the Service.

4.5.3. Upon termination of the Agreement, Tevasoft deletes Customer Data remaining on the servers hosting the Service, unless applicable law requires its retention. Retained data remains subject to the confidentiality provisions of the Agreement.

4.5.4. In the event of third-party legal proceedings relating to Customer Data, with respect to the handling of Customer Data, Tevasoft agrees, at the Customer's expense, to cooperate with the Customer and comply with applicable law.

5. Fees and Taxes

5.1. Fees and Payment

5.1.1. Committed Subscription

The Customer agrees to pay the fees set out in the Order Form for the entire agreed Subscription Term. If the Customer fails to pay the fees in accordance with the Agreement, and without prejudice to any other available remedy, Tevasoft may suspend use of the Service until all amounts due have been paid in full. Tevasoft will notify the Customer in writing before any such suspension.

Any fee not paid when due shall, from the day following the payment date indicated on the invoice, be subject to:

(i) late-payment interest equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation, plus ten (10) percentage points, which shall not be less than three (3) times the statutory interest rate in force in France; and

(ii) a fixed recovery fee of at least forty (40) euros. Purchase orders are for administrative purposes only. Tevasoft is entitled to issue invoices and collect payments even in the absence of a corresponding purchase order.

The Customer may not withhold, deduct or set off any amount of fees due, nor reduce Usage Metric volumes during the Subscription Term. Order Forms may not be cancelled. Fees are non-refundable, except as otherwise provided in Sections 6.3 or 7.3.2.

5.1.2. Pay-as-you-Go Commitment Model

Where the Customer selects a Pay-as-You-Go commitment model, invoicing is based on the actual volume of Service consumption as defined in the Order Form and recorded during the relevant billing period. No guaranteed minimum volume applies. The Customer is invoiced monthly, or at the frequency specified in the Order Form, based on the unit rates in effect at the time of consumption.

Tevasoft reserves the right to adjust such rates upon thirty (30) days' prior written notice.

In the event of non-payment, the same late-payment penalties, interest and suspension conditions as those set out in Section 5.1.1 shall apply.

5.2. Taxes

All fees and other charges are subject to applicable Taxes, which will be invoiced in addition to the fees due under the Agreement.

6. Term and Termination

6.1. Term

The Subscription Term is defined in the Order Form.

6.2. Termination

Either party may terminate:

a) the Agreement (i) upon thirty (30) days' written notice in the event of a material breach by the other party of any provision of the Agreement (including the Customer's failure to pay any amount due hereunder within thirty (30) days after the payment due date), unless the breaching party cures such breach within that thirty (30)-day period; and (ii) immediately, to the extent permitted by mandatory law, if the other party files for bankruptcy, becomes insolvent or is subject to collective insolvency proceedings, or in the event of a material breach by the other party of Section 11 or 13.6; and

b) the affected Service in accordance with Sections 3.4.3, 7.2.3(b), 7.3.3 or 8.1.4 (termination being effective thirty (30) days after receipt of notice in each case).

6.3. Refunds and Payments

In the event of termination by the Customer (including under Sections 3.4.3, 6.2(a)(i), 7.2.3 or 7.3.3) or termination under Sections 8.1.4 or 13.4:

a) the Customer will be entitled to a pro rata refund of prepaid and unused fees for the subscription period following the effective date of termination; and

b) the Customer will no longer be obligated to pay fees due for periods after the effective date of termination.

6.4. Effect of Expiration or Termination

As of the effective date of expiration or termination of the Agreement:

a) the Customer's right to use the Service and Tevasoft Confidential Information terminates;

b) the disclosing party's Confidential Information must be retained, returned or destroyed in accordance with the Agreement or applicable law; and

c) expiration or termination of the Agreement does not affect any other agreements entered into between the parties.

6.5. Survival

Sections 1, 5, 6.3, 6.4, 8, 9, 10, 11, 12 and 13 survive expiration or termination of the Agreement.

7. Warranties

7.1. Compliance with Law

Each party warrants that it complies and will continue to comply with all laws and regulations applicable to it relating to:

a) in the case of Tevasoft, the conduct of Tevasoft's business related to the Service; and

b) in the case of the Customer, Customer Data and the Customer's use of the Service.

7.2. Tevasoft Warranties and Customer Remedies

7.2.1. General Warranty

Each party warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has full authority and power to enter into the Agreement and perform its obligations under the Agreement; (b) the Agreement is binding upon it; and (c) execution and performance of the Agreement do not conflict with any agreement by which such party is bound.

7.2.2. Virus Warranty

Tevasoft warrants that it will use commercially reasonable efforts to keep the Service, as provided by Tevasoft, free from viruses, Trojan horses or comparable malicious code intended to harm the Customer's systems; provided, however, that Tevasoft will not be responsible for any malicious code placed on the Service by the Customer, its Authorized Users or third parties.

7.2.3. Remedies

The Customer's sole remedy and compensation and Tevasoft's entire liability for breach of its obligations under Section 7.2 shall be:

a) correction of the defective Service; and

b) if Tevasoft is unable to correct the defective Service, termination by the Customer of its subscription to the Service. Any such termination must occur within three (3) months after Tevasoft fails to correct the defective Service.

7.3. Tevasoft System Availability Warranty and Customer Remedies

7.3.1. Tevasoft undertakes to maintain average monthly availability for the production system of the Service as defined in the Service Description document (“SLC”, “Service Description” document).

7.3.2. The Customer’s sole remedy for Tevasoft’s failure to meet the SLC is issuance of a credit in the amount defined in the SLC. The Customer agrees to follow Tevasoft’s published claim procedure. Once the validity of the service credit has been confirmed in writing by Tevasoft (email permitted), the Customer may apply the credit to a subsequent invoice for the Service or request reimbursement of the credit amount if no subsequent invoice is expected.

7.3.3. If Tevasoft fails to meet its SLC (i) for four (4) consecutive months, or (ii) for five (5) or more months during any consecutive twelve (12)-month period, or (iii) with system availability below 95% for one (1) calendar month, the Customer may terminate its subscription to the Service by sending written notice to Tevasoft within thirty (30) days of the failure.

7.4. Exclusions

The warranties in Sections 7.2 and 7.3 do not apply if:

a) the Service is not used in accordance with the Agreement or the Documentation;

b) the non-conformity is caused by the Customer or by any product or service not provided by Tevasoft; or

c) the Service was provided free of charge.

7.5. Warranty Disclaimers

Except to the extent prohibited by mandatory law or expressly provided otherwise in the Agreement, Tevasoft and its subcontractors disclaim all warranties, express or implied, statutory or otherwise, regarding any matter, including merchantability, fitness for the Customer’s needs, originality, fitness for a particular use or purpose, non-infringement, results arising from use of products or services provided under the Agreement or integration with such products or services, or that the operation of any products or services will be secure, uninterrupted or error-free. The Customer acknowledges and agrees that its decision and commitment to subscribe to the Service do not rely on the availability of any future functionality or feature, any public or promotional communications by Tevasoft, or product development strategies (roadmaps).

8. Third-Party Claims

8.1. Legal Actions Against the Customer

8.1.1. Tevasoft agrees to defend the Customer against any legal action brought against the Customer and its Affiliates by a third party alleging that the Customer’s and its Affiliates’ use of the Service infringes or misappropriates a patent claim, copyright or trade secret right. Tevasoft will reimburse the Customer for all damages the Customer is required to pay under a final, non-appealable judgment on the merits (or the amount of any settlement entered into by Tevasoft) in connection with such legal actions.

8.1.2. Tevasoft's obligations under Section 8.1 do not apply if:

a) the legal action results from use of the Service in combination with a product or service not provided by Tevasoft;

b) the legal action results from use of the Service provided free of charge;

c) the Customer fails to provide written notice within a reasonable period to notify Tevasoft of a legal action, to the extent Tevasoft is prejudiced by such failure or delay; or

d) the legal action results from any use of the Service not authorized under the Agreement.

8.1.3. If a third party brings a legal action or, in Tevasoft's opinion, is likely to bring such a legal action, Tevasoft may, at its sole discretion and expense:

a) obtain for the Customer the right to continue using the Service in accordance with the Agreement; or

b) replace or modify the Service so that it is no longer infringing, without materially reducing its functionality.

8.1.4. If the foregoing options are not reasonably available, Tevasoft or the Customer may terminate the Customer's subscription to the Service by written notice to the other party.

8.1.5. Tevasoft expressly reserves the right to cease such defense against any legal action if the Service is no longer alleged to infringe or misappropriate third-party rights.

8.2. Legal Actions Brought by a Third Party Against Tevasoft

The Customer agrees to defend Tevasoft against any legal action brought against Tevasoft and its subcontractors by a third party in connection with Customer Data. The Customer will reimburse Tevasoft for all damages that Tevasoft and its subcontractors are required to pay under a final, non-appealable judgment on the merits (or the amount of any settlement entered into by the Customer) in connection with such legal actions.

8.3. Procedure for Third-Party Legal Actions

All third-party legal actions under Section 8 will be handled in accordance with the following procedure:

a) The party against whom a third party brings the legal action (the "Indemnified Party") must notify the other party (the "Indemnifying Party") in writing in a timely manner. The Indemnified Party must reasonably cooperate in the defense and may be represented (at its own expense) by counsel acceptable to the Indemnifying Party, subject to Section 8.3(b).

b) The Indemnifying Party is entitled to exercise full control over the defense.

c) No settlement of a legal action may impose a financial obligation or specific performance obligation on the Indemnified Party or include an admission of liability by that party.

8.4. Scope of Remedies

Section 8 sets forth the parties', their Affiliates', Business Third Parties' and subcontractors' sole and complete liability to the other party, and the other party's exclusive remedy, with respect to a third-party legal action covered hereunder and any infringement or misappropriation of a third party's Intellectual Property Rights.

9. Limitation of Liability

9.1. Matters Not Subject to the Liability Cap

Neither party's liability is capped for damages resulting from:

a) gross negligence or willful misconduct; and/or

b) unauthorized use of the Service by the Customer and/or any failure by the Customer to pay fees due under the Agreement.

9.1.1. Subject to Section 9.3, neither party's liability is limited with respect to the parties' obligations under Sections 8.1.1 and 8.2 (excluding Tevasoft's obligations under Section 8.1.1 where a third-party claim relates to Services not developed by Tevasoft).

9.2. Liability Cap

Except as otherwise provided in Section 9.1, the aggregate liability of either party (or its Affiliates or Tevasoft's subcontractors) to the other party or any other person or entity for all damages (or series of related damages) occurring during any twelve (12)-month period shall not exceed the amount of the annual subscription fee paid for the Service for that twelve (12)-month period. Each "twelve (12)-month period" begins on the start date of the Subscription Term or on an anniversary thereof.

9.3. Excluded Damages

Subject to mandatory provisions of law, in no event shall:

a) the parties (or their Affiliates or Tevasoft's subcontractors) be liable to the other party for indirect and/or intangible damages, including loss of goodwill, loss of profits or business interruption; and

b) Tevasoft be liable for damages caused by the Service provided free of charge.

10. Intellectual Property Rights

10.1. Tevasoft Ownership

10.1.1. Except for the rights expressly granted to the Customer under the Agreement, Tevasoft or its licensors own all Intellectual Property Rights and derivative works in and to:

a) the Service;

b) the Tevasoft Materials;

c) the Documentation; and

d) the Professional Services, including design contributions, know-how or related processes, whether or not developed for the Customer.

10.1.2. The Customer agrees to execute documentation and take such other actions as are reasonably necessary to secure Tevasoft's foregoing rights.

10.2. Acceptable Use Policy

With respect to the Service, the Customer agrees not to:

a) copy, translate, disassemble, decompile, create derivative works of or reverse engineer the Service or Tevasoft Materials (or attempt any of the foregoing);

b) enter, store or transfer, on or through the Service, any content or data that is unlawful or infringes Intellectual Property Rights;

c) circumvent or jeopardize the operation or security of the Service; or

d) remove Tevasoft copyright or proprietary rights notices.

11. Confidentiality

11.1. Use of Confidential Information

11.1.1. The receiving party agrees to:

a) maintain the strict confidentiality of all Confidential Information of the disclosing party and take all measures to protect the disclosing party's Confidential Information that are substantially similar to the measures taken by the receiving party to protect its own Confidential Information, and in any event no less than a reasonable degree of care;

b) not disclose or reveal the disclosing party's Confidential Information to any person, except its Representatives whose access is necessary to enable the receiving party to exercise its rights or perform its obligations under the Agreement, provided that such Representatives are subject to confidentiality obligations similar to those set out in Section 11;

c) not use or reproduce the disclosing party's Confidential Information for any purpose outside the scope of the Agreement; and

d) retain any confidential, internal or proprietary classification notice or legend appearing on the original and any reproductions.

11.1.2. The Customer may not disclose to any third party information concerning the Agreement, its terms and conditions, pricing or any other related data.

11.1.3. Confidential Information of either party disclosed before execution of the Agreement is subject to the provisions of Section 11.

11.2. Required Disclosures

The receiving party may disclose Confidential Information to the extent required by law, regulation, judicial decision or regulatory authority, provided that the receiving party required to make such disclosure uses reasonable efforts to give the disclosing party prior notice of the disclosure requirement (to the extent permitted by law) and provides reasonable assistance, at the disclosing party's expense, if the disclosing party wishes to challenge the required disclosure. The receiving party and its Representatives agree to use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed and to ensure that all Confidential Information so disclosed receives confidential treatment, including by seeking application of Article L153-1 of the French Commercial Code where possible.

11.3. Exceptions

The restrictions on use or disclosure of Confidential Information do not apply to Confidential Information that is:

a) independently developed by the receiving party without reference to the disclosing party's Confidential Information;

b) made known or publicly available without any act or omission by the receiving party;

c) already known to the receiving party and not subject to an obligation of confidentiality at the time of disclosure;

d) lawfully received without restriction from a third party entitled to disclose such Confidential Information; or

e) agreed in writing by the disclosing party to be free of confidentiality restrictions.

11.4. Destruction and Return of Confidential Information

At the disclosing party's request, the receiving party agrees to promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions thereof. The obligation to destroy or return Confidential Information does not apply:

a) where legal proceedings concerning the Confidential Information prohibit its return or destruction until the proceedings are closed or until there is a final, non-appealable judgment on the merits;

b) to Confidential Information stored in its archives or backups in accordance with general archiving and backup policies; or

c) to Confidential Information that the receiving party is legally entitled or required to retain.

12. Feedback

12.1. Use of Feedback

The Customer may, at its sole discretion, provide Tevasoft with feedback or an opinion regarding the Service. In such case, Tevasoft may, at its sole discretion, retain and freely use such feedback, incorporate it or otherwise exploit it without restriction, compensation or attribution to the source of the feedback.

13. Miscellaneous

13.1. Severability

If any provision of the Agreement is declared null and void, deemed unwritten, unenforceable or ineffective, in whole or in part, the remaining provisions of the Agreement will not be affected and will remain valid.

13.2. No Waiver

A party's tolerance of any conduct contrary to the provisions of the Agreement shall not be construed as a waiver by that Party of any right or remedy available to it, nor as creating any acquired right for the other Party. Any waiver by a Party of any of its rights under the Agreement must be evidenced by a writing signed by an authorized representative. A waiver of any breach of the Agreement shall not be construed as a waiver of any other breach.

13.3. Counterparts

The Agreement may be executed in several counterparts, each of which shall be deemed an original. Electronic signatures via DocuSign or any other form determined by Tevasoft shall have the same effect as original signatures.

13.4. Notices

All notices must be sent in writing to the address specified in the Order Form. Notices from Tevasoft to the Customer may be sent electronically to the Customer's authorized representative or administrator. Tevasoft may provide notices of Service changes in accordance with Section 3.4.2 through the Documentation, release notes or a publication. System notices and Tevasoft information regarding operation, hosting or maintenance of the Service may also be communicated within the Service.

13.5. Assignment

The Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights and obligations) to a third party without Tevasoft's prior written consent.

13.6. Subcontracting

Tevasoft may subcontract part of the Service to third parties. Tevasoft remains responsible for breaches of the Agreement by its subcontractors.

13.7. Independent Parties

Each party is an independent entity, and the Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.8. Force Majeure

Neither party shall be liable (except for payment of amounts due hereunder) if performance of any term or provision of the Agreement is delayed or prevented by revolutions or other civil disturbances, wars, acts of terrorism, strikes, fires, floods, natural disasters, or, without limiting the foregoing, any other cause beyond the control of the party whose performance is affected that such party, exercising reasonable diligence, is unable to prevent, whether or not such cause is listed above.

If circumstances beyond the reasonable control of either party, which could not reasonably have been foreseen at the time the Agreement was entered into and whose effects cannot be avoided by appropriate measures, prevent the obligor from performing its obligations and make any use of the Service unavailable for more than thirty (30) consecutive days, the other party may terminate the Agreement by written notice to the other party (in which case the Customer will receive a refund of fees paid in advance from the start of the period of unavailability caused by such circumstances).

13.9. Governing Law

The Agreement is governed by French law, excluding its conflict-of-laws rules.

13.10. Jurisdiction

The Parties submit to the exclusive jurisdiction of the Paris Commercial Court.

13.11. Limitation Period

The Customer must initiate any claim relating to the Agreement and its subject matter within one (1) year from the date on which (i) it became aware of the facts giving rise to the claim, or (ii) it should have become aware of the facts enabling it to bring the claim.

13.12. Entire Agreement

The Agreement, including each Order Form or amendment, constitutes the entire agreement between Tevasoft and the Customer with respect to the parties' relationship relating to their respective subject matter. All writings (including confidentiality agreements), representations and negotiations preceding their respective effective dates and relating to their respective subject matter are superseded and replaced by such Agreement, Order Form or amendment, and the parties waive any right to rely on such writings, representations and negotiations. The Agreement may not be modified except by mutual agreement of the parties, confirmed by an amendment signed by both parties, or by any other method authorized by the Agreement. The terms and conditions of any purchase order issued by the Customer are unenforceable and have no legal effect, even if Tevasoft accepts or does not reject such purchase order.

13.13. Hardship

The parties expressly agree to exclude the application of Article 1195 of the French Civil Code and the hardship regime provided therein.