

This End User License Agreement (hereinafter referred to as the "EULA") governs the use, by the customer designated in the Order (hereinafter the "End User" or the "**Customer**"), of the Software provided by WALLIX, a French limited liability company with share capital of €50,000.00, registered in the Paris Trade and Companies Register under no. 450 401 153, whose registered office is located at 250bis rue du Faubourg Saint-Honoré 75008 Paris, France and/or an Affiliated company mentioned in the Order (hereinafter "**WALLIX**"). The Customer and WALLIX are hereinafter referred to individually as a "Party" or together as the "Parties".

Prior to any use of the Software, the Customer acknowledges that it has read and accepted all the terms and conditions of this document. Any Order placed by the Customer, including through one of WALLIX's Authorized Partners, will constitute unreserved acceptance of all the terms set out below.

This End User License Agreement will prevail over all other documents issued by the Customer, and in particular over any specific purchase conditions or order clauses of the Customer that have not been expressly accepted by WALLIX. Only any special terms and conditions contained in document duly signed by the Parties will prevail over this document in the event of any contradictory provisions.

WALLIX reserves the right to modify this End User License Agreement at any time and undertakes to make available to the Customer by any means at its convenience, in particular through its Portal, any substantive modifications of this document, subject to thirty (30) days' notice. If the Customer does not object within thirty (30) days of WALLIX's notification, any substantive amendment to this document will be effective at the end of this period.

1 - DEFINITIONS

The following capitalised terms and expressions will have the meaning set out below in this clause, whether in the singular or the plural.

"Affiliates": means any legal entity that controls, is controlled by, or is under the common control of either Party (holding more than fifty percent (50%) of the assets or capital, together with control over day-to-day transactions).

"Contract": means the set of contractual documents composed, in descending order of value, of any special terms and conditions agreed between the Parties, this End User Agreement, the Order and the Documentation. In the event of a contradiction between one or more provisions contained in any of these different documents, the higher level document will prevail, unless agreed otherwise by the Parties.

"Order": means a written document issued by the Customer to WALLIX or one of its Authorized Partners who orders the Licensed Software. In the absence of a document issued by the Customer, the term Order refers the commercial offer or quotation issued by WALLIX or one of its Authorized Partners, duly signed by the Customer. Any order accepted by WALLIX is firm and final.

"Documentation": means the technical manuals for installation, use and information on the functionalities of the Licensed Software that are made available to the Customer on the Portal and in the Software, in several languages, in electronic format, that allow the Customer to configure and control the operation of the Software in addition to this document.

"Duration of the Rights": means, for Software under a Perpetual License, the legal term of protection of the Software by copyright and, for Software under a Subscription License, the duration of the subscription, as defined in the quotation or commercial proposal, the renewal of which is provided for under the conditions defined in the "Duration" article.

"License": means the personal, non-exclusive and non-transferable right of the Customer to the Software, granted by the Publisher, under the terms and conditions set out in this Contract.

"Software": means the set of instructions and data of each WALLIX Software executable in object code form by the End User, as well as the accompanying Documentation. Each Licensed Software consists, where applicable, of various modules and metrics set out in the Order, for which the End User is granted a License under this Contract.

"Hardware": means any hardware, excluding any virtual machine type hardware, which is supplied by WALLIX to the Customer, on which WALLIX has pre-installed the Software and which is supplied to the Customer under the conditions set out in the Terms and Conditions of Sale of Hardware.

"Authorized Partner" means any distributor and/or reseller authorized by WALLIX under a distribution and/or resale agreement to grant the Customer the Software under the terms and conditions of this Contract.

"Portal": means the [support portal](#) accessible from the main standard Internet browsers in which authorized personnel of the Customer authenticate themselves by means of a username and password for the purpose of submitting to WALLIX any request relating to the Licensed Software in connection with the Services.

"Resources": means any technical equipment whose access is protected by the Software, such as network equipment, security equipment, a server, a web administration interface, a database or an application that is identified in the Software by its IP address and accessible by said Software.

"Services": means the support and maintenance services relating to the Licensed Software. The conditions under which WALLIX provides support and maintenance services are defined in the [Support and Maintenance Terms and Conditions](#) .

"End User" or "Customer": means the legal entity identified in the Order for which WALLIX directly or indirectly grants, through one of its Authorized Partners, a License to use the functionalities of the Software under the terms of this Contract, as well as any Affiliates, subject to having obtained the prior agreement of WALLIX.

“Authorized User(s)”: means a person authorized to connect to the Software either to administer it or to access and/or manage one or more Resources protected by the Software. Authorized Users may be the Customer’s employees or external contractors, such as the Customer’s consultants, agents and external contractors who use the Software for the Customer’s purposes, provided that they are not competitors of WALLIX and comply with the present terms of use of the Software and the confidentiality obligations contained in this Contract.

2 - PURPOSE

The purpose of this Contract is to define the terms and conditions under which WALLIX provides the Customer with a License for the Software, directly or through an Authorized Partner, and according to which the Customer uses the Software.

The Customer acknowledges that it has previously received all useful information, one or more demonstrations of the Software carried out by WALLIX or by an Authorized WALLIX Partner, and/or that it has had the opportunity to carry out tests as part of a trial version, enabling it to ascertain the essential features and characteristics of the Software and to ensure that the Software is in line with its needs.

3 - RIGHTS OF USE GRANTED TO THE END USER

Subject to full payment of the Price and compliance with the terms and conditions of this Contract, WALLIX grants the End User a worldwide non-exclusive, non-transferable and non-assignable license, subject to the provisions of the “Export Control and Dual-Use Goods Regulations” clause, to install, access and use the executable form of the Software, solely for its own internal management needs, within the strict limits specified in the Documentation, this Contract and the Order.

The End Users must ensure that Authorized Users access the Licensed Software in compliance with the conditions, restrictions and limitations of the Documentation and this Contract.

The End User will remain fully liable and hold WALLIX harmless against any liability arising from the faults, errors and omissions of the Authorized or Affiliated Users in connection with the use of the Software, and WALLIX may in such case contact the End User directly with a view to obtaining compensation for the loss suffered as a result of this in accordance with the "Liability" clause below and/or may terminate this Contract, in accordance with the "Termination" clause below.

4 - SOFTWARE DELIVERY METHOD

The Software is delivered in executable object code, in the form of a download from the Portal or from a marketplace. Delivery will be deemed to have taken place as from the sending by WALLIX to the Customer or the Authorized Partner of the acknowledgement of receipt of the Order, which includes all the details and instructions required to download and activate the Software.

If the Software is sold with the Hardware on which it is installed, it will be delivered as an integral part of the Hardware and the delivery terms will be those applicable to the sale of Hardware specified in the General Terms and Conditions of Sale of Hardware.

Delivery of the Licensed Software constitutes acceptance.

The Customer or its Authorized Partner will be liable to WALLIX for the accuracy and updating of the information required to deliver the Software, failing which WALLIX may not be held liable for any delay or non-delivery.

5 – OBLIGATIONS OF THE CUSTOMER

The Customer acknowledges that it will, under its sole responsibility, or, where applicable, with the assistance of one of WALLIX’s Authorized Partners, install, configure, deploy and integrate the Licensed Software in on own environment and computer systems, including any updates or new versions thereof provided as part of the Services, in accordance with best practices, the Licensed Software Documentation and any specific recommendations provided in writing by WALLIX or one of its Authorized Partners.

The Customer is responsible for the supply, installation and maintenance of the computer environment in which the Licensed Software will be installed, as well as for the supply of any other hardware or software necessary for its proper operation (collectively the “System”), and for the supply of an appropriate operating environment in accordance with the conditions specified by the suppliers or manufacturers of the System components. WALLIX is not responsible for the installation, sizing, configuration, performance or any other operation of the System, and the Customer must contact the suppliers or manufacturers of the System components with respect to such matters. The Customer acknowledges that updates to the Software may require upgrades to certain components of the System, as indicated in the Documentation of such updates, to ensure optimal performance, and that the Customer is solely responsible for obtaining such software and hardware upgrades.

6 - RESTRICTIONS ON USE

Except as expressly authorized in this document, the Software must only be used for the processing of the Customer’s own internal operations and must not be authorized for any third party to use or access the Software without the prior written consent of WALLIX.

The Customer must refrain, and prohibit any Authorised Users, from any type of use not expressly provided for by law or not expressly authorized under this Contract, and in particular from:

- (i) using the Software other than as provided for in this Contract;
- (ii) distributing, redistributing, sublicensing, transferring, assigning, sharing, selling, leasing, lending or granting any warranty for the Software;
- (iii) disassembling, debunking, decompiling or otherwise attempting to derive the source code

of the Software or any of its components, except as specifically permitted by law;

- (iv) removing, altering, or concealing any product identification, copyright, intellectual property notices, or other marks on or in the Software, as well as patents, trade secrets and/or legal notices;
- (v) modifying or creating a derivative work of any part of the Software;
- (vi) copying or reproducing the Software or any component thereof, except as expressly provided in this Contract;
- (vii) correcting, or having a third party correct, any anomalies or errors in the Software without the prior written consent of WALLIX;
- (viii) using the Software in a manner that infringes the intellectual property or other rights of WALLIX or another party;
- (ix) accessing the Software to build a competitive product or service or to copy features, functions or graphics of the Software or;
- (x) integrating the Software into a "service bureau" or "facilities management" type offering.

7 - INTELLECTUAL PROPERTY

7.1 WALLIX is and will remain the exclusive owner of all intellectual property rights in and relating to the Software, including all components and adaptations that may be made subsequently to the Software.

In this respect, the Customer acknowledges that the License granted does not confer any title to it in connection with the Software or any copy thereof, but only a limited right of use pursuant hereto.

WALLIX reserves the right to take action, including at the end of an audit as provided for in the "Audit" article below, to prohibit or stop any unauthorized use of the Software by the Customer, including requests for injunctions and damages, or any other recourse permitted by law.

7.2 WALLIX guarantees the Customer peaceful enjoyment of the Software. In this respect, according to the current state of WALLIX's knowledge on the Effective Date, the Software does not constitute an infringement of the intellectual property rights of a third party.

WALLIX will defend or assume responsibility for any action brought by the Customer based on a claim that the Software infringes the copyright of a third party, and will hold the Customer harmless from and against any final judgment handed down in last instance proceedings by a competent court, provided that:

- (i) the Customer promptly notifies WALLIX, in writing, of the action for infringement or the declaration preceding this allegation;
- (ii) the Customer grants WALLIX exclusive authority to act or settle;
- (iii) WALLIX is able to defend its own interests and those of the Customer, and to this end, that the latter collaborates fairly with said defense by providing all the elements, information and assistance necessary to successfully conduct such defense.

Under this guarantee, WALLIX may at its own expense:

- (i) Either obtain for the Customer the right to continue using the Software;
- (ii) Or replace or modify the Software to remove any infringing component;
- (iii) Or, if neither of these two options can be implemented, refund the Perpetual License Price on the basis of depreciation calculated from the delivery of the Perpetual License, or the Subscription License Price that may, where applicable, have been prepaid for the remaining subscription period, provided that the Customer undertakes to destroy or return the delivered Software.

7.3 Notwithstanding the above, WALLIX will have no obligation to defend or compensate the Customer in the event of any claim in the following cases:

- (i) use of a version of the Software other than the latest applicable and unmodified Version, where the infringement could have been avoided by use of the latest applicable and unmodified Version;
- (ii) the absence of an update requested by WALLIX if the infringement could have been avoided by this update.
- (iii) the combination and implementation, or use of the Software with programs and data not provided by WALLIX.

8 - THIRD-PARTY COMPONENTS

The Software includes third-party components, including open source, whose use is subject to their own license conditions, as indicated in the Documentation.

WALLIX warrants that the integration of third-party components into the Software will not prevent Customer from exercising the License rights provided to it in this Contract with respect to the Software, or limit the Customer's ability to use the Software in accordance with the Documentation.

Nothing in this Contract will derogate from any rights that the Customer may have under a free software license. The Customer may obtain a copy of the source code for certain third-party components by following the instructions set forth in the Documentation.

9 - WARRANTIES

9.1 WALLIX warrants for three (3) months from the Effective Date hereof (the "**Warranty Period**") that the Licensed Software complies with its specifications as set forth in the Documentation.

9.2 In the event of a material non-conformity of the Licensed Software with respect to its Documentation preventing its normal use (hereinafter the "**Anomaly**"), the Customer's exclusive remedy will, at WALLIX's discretion, be for WALLIX to make every effort to:

- (i) correct the Anomaly,
- (ii) implement a workaround solution,

- (iii) or replace the Software containing the Anomaly by any means.

9.3 This warranty does not apply in the event of:

- (i) a breach by the Customer of one or more of its obligations, as provided for in the "Customer's Obligations" article and in particular of its payment obligation;
- (ii) use of a version of the Software that does not take into account a new version;
- (iii) use of a version of the Software that does not take into account an available update;
- (iv) use of a version of the Software that does not take into account an available patch;
- (v) a cause attributable to the Customer or to a third party (for example: attributable to the third-party maintenance provider of the Software, the third-party hosting provider of the Software, the manufacturer or maintenance provider of the component(s) of the Environment, the electricity supplier, the internet provider, any third party working on the Environment, etc.);
- (vi) a non-conformity, defect or malfunction of the Software caused by use not in conformity with its intended use, or changes made to the Software or one of its components by the Customer after delivery, without the prior written authorization of WALLIX.
- (vii) anomalies attributable to any changes made to the Software by the Customer.

10 – AUDIT

10.1 The Customer undertakes to keep an up-to-date register containing the following details, as the case may be:

- (i) place where each copy of the Software is located;
- (ii) references and location of any workstation on which the Software is installed;
- (iii) references and location of the server(s) on which the Software is installed.

10.2 During the term of this Contract and two (2) years after its expiry or termination, WALLIX may, at its own expense, at most once every year, subject to giving fifteen (15) days' notice, carry out an audit to ensure compliance with this Contract and the License rights granted to the Customer.

The audit will be carried out during normal working hours by WALLIX or by an independent expert subject to a confidentiality agreement, and not a competitor of the Customer.

Customer agrees to provide reasonable assistance, cooperation and access during this audit to (i) any information evaluating its use of the Software; and (ii) its IT facilities and systems.

WALLIX or the authorized auditor each undertakes to comply with the Customer's security rules during audit operations, provided they have been communicated to WALLIX in advance.

10.3 In the event of a remote audit, this audit will be carried out by running a script made available to the Customer, which undertakes to send to WALLIX, within a maximum of forty-eight (48) hours following WALLIX's request, the encrypted file containing the information relating to the characteristics and type of License, as provided for in the Order (number of Users, Resources, secondary connections, etc.).

In the event that the Customer refuses a remote audit, WALLIX may carry out an on-site audit of the Customer, under the conditions set out above.

10.4. In the event that the audit findings reveal a breach of the terms and conditions of use of the Software stipulated in this Contract, the Customer will be liable for the Price that should have been paid in connection with compliant use of the Software pursuant to the prices in force at the time.

The Customer must also reimburse the cost of said audit to WALLIX upon presentation of supporting documents.

11. TRIAL VERSION

If the Customer uses a trial version, WALLIX will make such trial version available to the Customer for a period ending on the earlier of the following dates:

- (i) the end of the free trial period or proof of concept period, as communicated by WALLIX or specified in an Order;
- (ii) the start date of any purchased version of the Software; or
- (iii) written notice of termination from WALLIX

("Trial Period") and the following conditions apply to the use of the trial version, notwithstanding any provision to the contrary elsewhere in this Contract.

Under the terms of this Contract. WALLIX grants to the Customer, during the Trial Period, a non-exclusive, non-transferable, non-sublicensable license to access and use the trial version for the purpose of assessing the Customer's internal needs in accordance with the Documentation and subject to the restrictions on use set forth in this Contract. The Customer must use the trial version only for evaluation purposes and not for commercial or productive purposes, unless otherwise authorized in writing by WALLIX.

WALLIX provides the trial version "as is" without any warranty or representation of any kind. Insofar as is permitted by law, WALLIX disclaims all implied warranties and representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose and security.

The Customer assumes all risks and costs associated with the use of the trial version. The Customer's sole and exclusive remedy for any dissatisfaction or breach of the Contract by WALLIX with respect to this trial version is the license for the trial version.

Any obligation on the part of WALLIX to indemnify, defend or release from liability under this Contract does not apply to the use by the Customer of a trial version.

There is no guarantee that the trial version's features or functions will be available or, if available, that they will be the same in the trial version.

12. REGULATIONS - EXPORT CONTROL - DUAL-USE GOODS AND TECHNOLOGY

The Customer undertakes to comply with the regulations applicable in the country of use of the Licensed Software.

In this respect, the Customer is informed and acknowledges that Software containing cryptography is qualified under dual-use goods and technology within the meaning of the applicable French and European regulations, which may be used for both civil and military purposes. These dual-use items are subject to export control, and their transfer outside the European Union is subject to specific conditions.

Consequently, the Customer must refrain from transferring, exporting, re-exporting, reselling, publishing, or providing the Software in any form and in any manner whatsoever without the prior express authorization of WALLIX outside the countries included in the contractual conditions initially agreed between the Customer and WALLIX.

In this respect, the Customer undertakes, at the first request of WALLIX or one of its Authorized Partners, to provide a duly completed and signed End Use Certificate, so that WALLIX can carry out all the necessary administrative formalities.

The Customer accepts and acknowledges that WALLIX may not under any circumstances be held liable for any delay in delivery or suspension of the performance or non-performance of the Order, resulting and attributable to (i) the absence of supply by the Customer of the End Use Certificate, or (ii) a delay by the authorities in issuing an authorization and/or a refusal to issue an authorization by the authorities.

This obligation is a material condition of WALLIX's commitment hereunder, and the Customer will hold WALLIX harmless from and against any consequence that may result from its breach.

13. LIABILITY

13.1 Each Party will remain liable for any direct damage suffered by the other Party as a result of its faults, errors or omissions. Neither Party may be held liable for indirect damage in connection with this Contract.

Furthermore, the Parties may not be held liable for financial or commercial damage resulting from a loss of earnings, loss of revenue, profits or income, loss of customers, or loss resulting from damage to their image or reputation.

13.2 Under no circumstances may WALLIX be held liable in the event of a breach by the Customer of its contractual obligations, as defined in the "Obligations of the Customer" and "Restrictions" articles.

WALLIX will not be liable in particular in the event of use of the Licensed Software in a manner that does not comply with the instructions provided by WALLIX in its Documentation, or use not expressly authorized by this Contract, or in the event of a malfunction of the Licensed Software attributable to the Customer's hardware or use of the Licensed Software in association with other hardware, data or programs not specified by WALLIX in its Documentation or not envisaged for use in combination with the Licensed Software.

13.3 In any event, WALLIX's liability for any direct damage arising under this Contract is expressly limited, for all causes and all losses combined, to an overall maximum amount that may not exceed, for a Perpetual License, the amount excluding taxes of the Price actually paid by the Customer or, for a Subscription License, the amount paid by the Customer during the calendar year preceding the occurrence of the event giving rise to liability.

Notwithstanding the foregoing, WALLIX's liability hereunder may not be limited in the event of wilful misrepresentation or wilful misconduct, death or personal injury.

13.4 WALLIX may not be held liable in the event of damage resulting from a fault, error or omission committed by a third party, such as the third party responsible for the maintenance of the Software, the third party responsible for hosting the Software, the third party constructor or maintenance provider of the component(s) of the Customer's environment, or any third party operating in the Customer's environment.

In this respect, it is recalled that WALLIX is not responsible for the consequences of malfunctions, disruptions, or unavailability of the Customer's environment on the operation of the Software.

13.5 In connection with its use of the Software, the Customer will remain the custodian of the hardware comprising the Customer's environment, as well as the data, information, files and documents that it holds and which are contained in the Software.

In this respect, WALLIX may not be liable for any loss of Customer data, including following an operation by WALLIX or one of its Authorized Partners, even if the Customer has not taken the precaution of backing up its data prior to the operation.

14. TERM OF THE CONTRACT AND TERMINATION

14.1 This Contract will enter into force on the date of acceptance of the Order by WALLIX. It is concluded for the Duration of the Granted Rights.

The non-renewal, expiry or termination of the Services Orders will have no effect on the validity and Duration of the Rights Granted with regard to the Software.

14.2 In the event of a serious breach by one of the Parties of its contractual obligations, the Contract may be automatically terminated by the other Party thirty (30)

days after the sending of a letter of formal notice sent by registered letter with acknowledgement of receipt that has remained without effect.

14.3 The right to use the Software granted by WALLIX will end on the effective date of termination or expiry of the Contract, and the Customer will remain liable for payment of the sums due under the right to use the Software granted under the Contract until the effective end of the Contract.

As from the termination or expiry of this Contract:

- (i) all rights granted to the Customer with regard to the Licensed Software under this Contract will be immediately terminated;
- (ii) the Customer must immediately cease all use of the Licensed Software and access to the Services;
- (iii) the Customer must permanently delete the Licensed Software from any Hardware, equipment, server or computer on which it has been installed, including any virtual machine;
- (iv) the Customer must immediately destroy or deliver upon simple request by WALLIX, at its expense, any copy(es) of the Licensed Software, the Documentation, the Confidential Information, the backup copies and, in general, all elements in its possession constituting the Licensed Software and any copy or reproduction thereof; and
- (v) The Customer must confirm in writing without delay that such delivery or destruction is fully complete.

14.4 It is expressly agreed between the Parties that the "Audit", "Liability", "Confidentiality", "Intellectual Property", "Liability" and "Governing Law and Jurisdiction" articles, as well as the "General Clauses", will remain in force in the event of the non-renewal, expiry or termination of this Contract, regardless of the cause.

15 - FINANCIAL CONDITIONS

15.1 In return for the right of use granted by this Contract with regard to the Software, the Customer undertakes to pay the Price indicated in any Order, as well as the Price of the Services, where applicable.

For a Subscription License, Prices are automatically, without and prior formality or prior notice, indexed to the Syntec index once a year, on the anniversary date of the Order, by applying the following formula: $P = P_o \times S / S_o$, in which P = revised price, P_o = initial price, S = last Syntec index published on the invoice date and S_o = Syntec index published the previous year.

Prices expressed in euros and are exclusive of all taxes, duties and tax deductions of any kind whatsoever, in particular value added taxes, sales taxes and withholding taxes.

The Customer is responsible for paying all applicable taxes related to obtaining a Software License under the

Contract.

Unless agreed otherwise, invoices issued by WALLIX will be payable by bank transfer, within thirty (30) days of the invoice issue date. In the absence of payment within the contractual deadlines of all or part of the sums due to WALLIX, WALLIX will give the Customer notice to make the payment within one (1) month from receipt of said notice.

15.2 Any delay in payment by the Customer after the aforementioned one (1) month period will automatically result in the application of a late payment penalty corresponding to three (3) times the legal interest rate in force on that date, without a reminder to the Customer being necessary, from the first day following the payment date indicated on the invoice.

In addition, the Customer in a situation of late payment will be liable for fixed compensation for recovery costs of forty euros (€40), as well as any additional costs incurred for recovery, upon presentation of supporting documents.

If the Customer has not paid all the sums due for the principal amount, interest and costs within the aforementioned period of one (1) month, WALLIX may terminate this Contract (in accordance with the "Term of the Contract and Termination" article), without prejudice to WALLIX's right to recover the sums due and any damages that WALLIX may claim.

16. CONFIDENTIALITY

16.1. During the term of this Contract, and for three (3) years after its expiry for any reason whatsoever, each Party receiving Confidential Information in connection therewith, including, but not limited to the Software, the Documentation, the commercial, financial, technical, strategic and marketing information, or any other information identified or identifiable as such, in writing or orally, from the other Party, undertakes:

- (i) to apply the same vigilance as it applies to protect its own Confidential Information of the same nature, and at least reasonable vigilance to prevent any unauthorized use, dissemination, duplication or publication of said Confidential Information;
- (ii) to limit its disclosure to employees, affiliates, advisers and contractors who need to know such Confidential Information, insofar as they are assigned to the proper performance of this Contract and imperatively bound by an obligation of confidentiality;
- (iii) to inform the Representatives who may have access to the Confidential Information of the confidential nature thereof; and
- (iv) not to voluntarily or involuntarily disclose this Confidential Information directly or indirectly to third parties (excluding Representatives), not to use it for unauthorized purposes and not to use it for purposes contrary to any applicable legislation or regulations.

16.2. Confidential Information does not include information that:

- (i) is or becomes publicly available without breach of this Contract by the Receiving Party or any of its Representatives;
- (ii) is legitimately known to the Receiving Party or any of its Representatives at the time of disclosure;
- (iii) was disclosed to the Receiving Party or any of its Representatives by a third party, who was entitled to make such disclosure;
- (iv) was developed independently by the Receiving Party, without use of or reference to the other Party's Confidential Information.

16.3 The confidentiality undertaking under this article excludes disclosure of Confidential Information required by law, by order of a court or any administrative or judicial authority duly authorized to know it, provided that the Party ordered to disclose this information informs the other Party in advance in writing. It is understood that the Receiving Party will use its best efforts, by all appropriate means, to prevent or reduce the scope of disclosure of the Confidential Information.

16.4 The Receiving Party undertakes to return or destroy all Confidential Information provided to it without delay, upon request, as well as all copies and reproductions of such Confidential Information.

16.5 All Confidential Information disclosed or otherwise acquired by the Receiving Party will remain the property of the other Party. Nothing in these General Terms and Conditions may be construed as constituting an assignment of intellectual property rights relating to or arising from the Confidential Information disclosed.

17. GOVERNING LAW AND JURISDICTION

Governing Law. This Contract and the entire relationship between the Parties are governed by and construed in accordance with French law.

Jurisdiction. The Parties undertake to attempt to settle amicably and in good faith, through negotiations, any dispute related to or resulting from this Contract, or concerning an alleged breach of this Contract, within fifteen (15) days of written notification sent by one of the Parties to the other Party of the existence of a dispute, or according to any other period agreed by mutual consent. If a dispute is not settled within fifteen (15) days of notification, or according to any other period agreed by mutual consent between the Parties, the dispute will then be subject to the exclusive jurisdiction of the courts of PARIS. The Parties hereby expressly consent to the jurisdiction of said courts, and waive any objection to jurisdiction in this respect.

18. ASSIGNMENT

Neither Party may assign, transfer, pledge or transmit to

a third party, in any capacity and by any means whatsoever, including in the context of a transaction resulting in the universal transfer of all or part of their assets, the rights and obligations arising from this Contract without the prior written agreement of the other Party, which may not refuse its agreement without legitimate reason. In the event of a breach of this article, the assignment, transfer or transmission of this Contract to a third party will be unenforceable against the non-defaulting Party and will give rise to the right for the non-defaulting Party to enforce the termination procedure provided for in the "Termination" article and termination of this Contract. Notwithstanding the foregoing, WALLIX may assign this Contract in whole or in part to any of its Affiliates.

19. GENERAL PROVISIONS

Force majeure. With the exception of payment obligations, neither Party will be liable for any failure or delay in the performance of an obligation provided for in this Contract resulting from force majeure events as defined by the law and the decisions of the French courts. In the event of non-performance due to a case of force majeure producing its effects for more than 45 calendar days, the Parties may terminate this Contract and/or cancel or suspend any Order under this Contract by giving written notice to the other Party.

Insurance. WALLIX represents that it is insured to cover the risks related to its business. The Customer may obtain any supporting documents, on request.

Commercial Reference. The Customer expressly authorizes WALLIX to mention, by way of a commercial reference, its name, its company name, a logo or a trademark registered by the Customer, as well as the existence and purpose of the Contract, on any business document, either in paper or electronic form (e.g. websites, email, etc.). The Customer may, however, inform WALLIX by any written means and at any time of its refusal and/or request, where applicable, the withdrawal of the aforementioned reference.

No Waiver. Failure by either Party to implement any of the provisions of this Contract will not be considered a definitive waiver of any subsequent right granted to them under the Contract.

Invalidity. In the event that one or more provisions of this Contract are considered null and void or non-enforceable by a competent court, the provision in question will be deleted from the Contract and the Parties will make their best efforts to replace it, without affecting the validity and enforceability of the other provisions.

Entire Agreement. This Contract constitutes the entire agreement between the Parties. This Contract supersedes all prior agreements having the same subject matter, whether written or oral. This Contract may only be modified by an amendment signed by a duly authorized representative of each of the Parties.