



## SUBSCRIPTION AGREEMENT

### 1 Purpose of the Agreement

- 1.1. THIS SUBSCRIPTION AGREEMENT ("THE AGREEMENT") GOVERNS CONTRACTING PARTY'S ACCESS AND USE OF THE GIREVE SERVICES.
- 1.2. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH IN THE ARTICLE "DEFINITIONS".
- 1.3. BY EXECUTING ORDER FORMS THAT REFERENCES THIS AGREEMENT, THE CONTRACTING PARTY AGREES TO THE TERMS OF THIS AGREEMENT.
- 1.4. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CONTRACTING PARTY" SHALL REFER TO SUCH ENTITY.
- 1.5. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE GIREVE SERVICES.

### 2 Recital

- 2.1. WHEREAS, GIREVE commercializes services to the operators of the eMobility market looking at simplifying their contractual, technical and financial interfaces, and thus making possible to build a global and reliable network of charging infrastructures visible and accessible to the users of hybrid and electric vehicles.
- 2.2. WHEREAS, the Contracting Party is an operator of the eMobility Market willing to use the GIREVE Services for the development of its activities.
- 2.3. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

### 3 Entire agreement and order of precedence

- 3.1. This Agreement is the entire agreement between the Contracting Party and GIREVE regarding Contracting Party's use of GIREVE Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its purpose matter. The parties agree that any term or condition stated in a Contracting Party's purchase order or in any other Contracting Party order documentation (excluding Order Forms) is void.
- 3.2. In the event of any conflict or inconsistency among the following documents, the order of precedence shall

be: (1) the applicable Order Form, (2) this Agreement including any amendment thereto, the appendices, including any amendment thereto, and (3) any technical documents to which the Agreement is referring. In case of discrepancy between documents of different nature or rank, the Parties agree that the provisions contained in the document with the higher rank in the order of precedence shall prevail with regard to the conflicting obligations.

- 3.3. This subscription Agreement is signed by the Parties in English language.

### 4 Definitions

Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms below:

- 4.1. **"Affiliate"**: entity that, directly or indirectly, controls, is controlled by, or is under common control with the Contracting Party, including any entity (i) in which the Contracting Party holds, directly or indirectly, at least a fifty percent (50%) equity interest or (ii) which holds at least a fifty percent (50%) equity interest in the Contracting Party, which will benefit from the Agreement if expressly indicated in the Order form;
- 4.2. **"Contracting Party"** means the company or other kind of legal entity accepting this Agreement;
- 4.3. **"eMIP Protocol"**: communication protocol developed by GIREVE comprising communication rules allowing the transfer of data and the use of services between a Software Platform and the GIREVE Roaming Platform. The eMIP Protocol description that is in force can be downloaded at <https://www.gireve.com/download>;
- 4.4. **"GIREVE"** means the GIREVE company as described in the Appendix "GIREVE's Identification Form";
- 4.5. **"GIREVE Digital Portal"** or **"Connect Place"**: secured web-interface accessible at the following address: <https://connect-place.gireve.com/> and allowing employees of the Contracting Party to access part of the GIREVE Services;
- 4.6. **"GIREVE Roaming Platform"**: IT platform operated by GIREVE and designed to ensure the exchanges of data and services between operators connected to the GIREVE Roaming Platform and/or between GIREVE and the Contracting Party;
- 4.7. **"GIREVE Services"**: services ordered by the Contracting Party under an Order Form and provided by GIREVE especially through the GIREVE Digital Portal and the GIREVE Roaming Platform;
- 4.8. **"OCPI Protocol"**: communication protocol comprising communication rules allowing the transfer of data and the use of services between an operator's Software Platform and the GIREVE Roaming Platform. The OCPI Protocol description that is in force can be downloaded at [www.gireve.com/download](http://www.gireve.com/download)
- 4.9. **"Order Form"** means the written ordering document or online order that is entered between the Contracting Party and GIREVE, specifying the GIREVE Services to be provided to the Contracting Party.

- 4.10. "Parties":** GIREVE and the Contracting Party;
- 4.11. "Party":** GIREVE or the Contracting Party;
- 4.12. "Personal Data":** any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 4.13. "Protocol":** means the eMIP or OCPI Protocol chosen by the Contracting Party to establish the IT connection to the GIREVE Roaming Platform;
- 4.14. "Software Platform":** IT platform used by the Contracting Party to connect to the GIREVE Roaming Platform through the selected Protocol.

## 5 Effective date – Term - Termination

- 5.1. Term of Agreement.** The Agreement shall be effective at the Agreement start date indicated in the first signed Order Form. If signed on different dates, the last date of this first Order Form shall be considered as the date of effective signature. The Agreement is concluded for an initial period of twelve (12) months starting from its Effective Date. The Agreement will then be renewed for additional one (1) year periods, unless terminated by either Party in accordance with the provisions hereunder.
- 5.2. Term of purchased GIREVE's Services.** The term of each GIREVE's Service shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions to each GIREVE Service will be automatically renewed at the same conditions for a one-year period, unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant term.
- 5.3. Termination.**
- 5.3.1. Termination for cause.** If either Party breaches the obligations stated in this Agreement or in the Order Forms and fails to remedy such breach within thirty (30) days following the sending of a notice (electronic mail accepted), the other Party may terminate the Agreement without prejudice to any damages it may be entitled to claim hereunder. Termination shall take effect on the date of receipt of the notice of termination by registered letter with acknowledgment of receipt, after the thirty (30) days deadline remained unsuccessful.
- 5.3.2. Termination for change.** If GIREVE proposes a change to its GIREVE Service(s) as per the article 7.3, the Contracting Party may terminate the Agreement without prejudice to any damages it may be entitled to claim hereunder. Termination shall take effect on the date of receipt of a notice of termination by registered letter with acknowledgment of receipt, no later than sixty (60) days after the notice of change sent by GIREVE.

- 5.4. Refund or Payment upon Termination.** If this Agreement is terminated by the Contracting Party in accordance with the "Termination" section above, GIREVE will refund the Contracting Party any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by GIREVE in accordance with the "Termination" section above, the Contracting Party will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Contracting Party of its obligation to pay any fees payable to GIREVE for the period prior to the effective date of termination.

## 6 Prerequisites for the Contracting Party

### 6.1. Software Platform of the Contracting Party

- 6.1.1.** The Contracting Party operates a Software Platform either directly or through a subcontractor for which the Contracting Party is solely and fully responsible.
- 6.1.2.** The Software Platform (i) is compliant with all applicable norms and standards in force during this Agreement, and, (ii) has been certified by GIREVE.
- 6.1.3.** A Software Platform is certified by GIREVE when it complies with the technical requirements needed to deliver the GIREVE Services through the GIREVE Roaming Platform via the Protocol chosen by the Contracting Party. The certification is granted by GIREVE once the rules provided in the Protocol descriptions and the implementation guides are verified. These documents and the description of the certification procedure, in their version actually in force, can be downloaded at <https://www.gireve.com/download>.
- 6.1.4.** The Contracting Party undertakes to maintain its Software Platform connection to the GIREVE Roaming Platform in working order during the term of this Agreement.
- 6.1.5.** If the Contracting Party, or any of its subcontractor, plans to replace its Software Platform or makes structural changes to its connection with the GIREVE Roaming Platform, it shall notify GIREVE at least four (4) weeks before and plan a new certification with GIREVE before the replacement or changes are deployed. GIREVE will make its best efforts to launch the new certification procedure upon availability of both Parties' IT teams. As the security and performance of the GIREVE Roaming Platform can be altered due to a non-certified Software Platform, GIREVE reserves the right to suspend the provision of the GIREVE Services until the Contracting Party has obtained the certification of connection for its Software Platform. Access to the GIREVE Services will only be reactivated after the Contracting Party has obtained the certification of connection for its Software Platform. The suspension of the access to the GIREVE Services has no consequence on the obligation of payment arising from this Agreement.

6.1.6. Unless to the extent caused by GIREVE negligence, GIREVE shall not be responsible in particular for any loss of data nor for the instability between the Contracting Party's Software Platform and the GIREVE Roaming Platform during the time needed to proceed to the required changes.

## **6.2. Information to be submitted to GIREVE**

6.2.1. The transmission by the Contracting Party to GIREVE of the information described in the document "Contracting Party's Identification Form" available at [www.gireve.com/download](http://www.gireve.com/download) and of signed Order Forms will trigger the start of the delivery of the GIREVE Services.

6.2.2. The Contracting Party undertakes to make its best efforts to ensure that any kind of data that it will provide to GIREVE under this Agreement is of sufficient quality, in particular in terms of accuracy and completeness. If some data cannot be registered in the GIREVE Roaming Platform due to its incompleteness or failure to comply with the procedures provided for in the Protocol jointly defined, GIREVE shall inform the Contracting Party. The latter undertakes to make the necessary changes as soon as possible.

## **7 GIREVE Services**

7.1. GIREVE will make the GIREVE Services available to the Contracting Party pursuant to this Agreement, and the applicable Order Forms.

7.2. GIREVE undertakes to comply with the service levels stated in the Appendix "GIREVE's Services Level", as updated from time to time with additional GIREVE's Services or improved levels of service on existing GIREVE's Services.

7.3. GIREVE makes its best efforts to ensure the continuity and backward compatibility of the GIREVE Services during the term of this Agreement. In the event GIREVE applies changes to its GIREVE Services during the course of the Agreement, GIREVE will inform the Contracting Party no later than three (3) months before such change comes into force. The Contracting Party will have the right to continue the Agreement or to end it following the article "Termination for change".

7.4. GIREVE wishes to continuously optimise its services and may propose improvement to the GIREVE Services, offer additional services to the Contracting Party or propose new financial arrangements. Any updates to the GIREVE Services or financial arrangements shall be subject to prior acceptance by the Contracting Party on a written amendment to this Agreement, amendment to an Order Form, or additional Order Form.

## **8 Right of access and use of the GIREVE Services**

8.1. GIREVE grants to the Contracting Party, and the Contracting Party agrees to be granted, a personal, non-exclusive and non-assignable license consisting in a right of access and use of the GIREVE Services as described in the Order Form.

8.2. The Contracting Party may use the eMIP Protocol to ensure the communication between its Software Platform and the GIREVE Roaming Platform under this Agreement. The eMIP Protocol is available and usable through a license included in the body of the eMIP Protocol.

8.3. In the event that the Contracting Party uses the OCPI Protocol, it is specified that the latter is licensed under the open source Creative Commons Attribution No Derivatives 4.0 International Public License.

8.4. Any use that has not been expressly authorised by GIREVE is forbidden and shall be unlawful in accordance with the provisions of Article L. 122-6 of the French Intellectual Property Code.

8.5. It has been agreed between the Parties that the GIREVE Services shall not be accessed in any case for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **9 Security**

9.1. GIREVE undertakes to implement all technical means required to ensure the security of the GIREVE Roaming Platform and GIREVE Digital Portal as described in the Appendix "Technical and organizational measures / security concept and sub processors".

9.2. In the same manner, the Contracting Party undertakes to implement all technical means required to ensure the security of its Software Platform.

## **10 Protection of personal data**

10.1. GIREVE undertakes to comply with the regulations in force in France and the European Union in the field of personal data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (general regulation on the protection of personal data or "GDPR") and the French Act n° 78-17 of January 6, 1978 relating to the personal data protection ("Personal Data Protection rules").

10.2. Within the performance of the Agreement, GIREVE may be required to process personal data on behalf of and on instructions from the Contracting Party.

10.3. Consequently, the Contracting Party is acting as a controller and GIREVE as a processor within the meaning of the rules applicable in France and in the European Union regarding the protection of personal data.

10.4. In this respect, GIREVE undertakes to process the personal data entrusted by the Contracting Party in accordance with its written instructions and the provisions set out in Appendix "Protection of Personal Data" with which GIREVE expressly represents that it is able to comply.

## **11 Confidentiality**

11.1. The Parties undertake not to disclose to third parties any confidential information which may come to their knowledge during the performance of this Agreement.

- 11.2.** They undertake to use confidential information only to the extent necessary for the performance of this Agreement and/or the Roaming Agreements.
- 11.3.** A Party's confidential information shall not be deemed to include information that (i) is or becomes publicly known other than through any act or omission of the receiving Party, (ii) was in the other Party's lawful possession before the disclosure, (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure, (iv) is independently developed by the receiving Party, which independent development can be proven by written evidence.
- 11.4.** The Parties shall take all necessary measures to ensure the compliance with this article by their employees and/or subcontractors.
- 11.5.** If a Party is required by law, by any governmental or other regulatory authority or by a court of other authority of competent jurisdiction to disclose the other Party's confidential information and to the extent that it is legally permitted to do so, it shall give the other Party reasonable notice. The disclosing Party undertakes to consider the reasonable requests of the other Party in relation to the content of such disclosure.
- 11.6.** The provisions of this Article shall survive termination of this Agreement, however arising.

## **12 Collaboration**

- 12.1.** GIREVE agrees to treat the operators using the GIREVE Services in a neutral, non-discriminatory and faithful manner.
- 12.2.** The Parties agree to closely collaborate in the course of their relations for the term of this Agreement. To this end, the Parties undertake to exchange all information they may consider useful for the proper performance of the Agreement and for the improvement of the GIREVE Services.
- 12.3.** The Parties further undertake to inform each other of any event that, to their knowledge, may impact the smooth performance of the Agreement, such as the occurrence of bugs or connection problems.
- 12.4.** In addition, the Parties undertake to implement all the resources necessary to the performance of the Agreement, in particular to make their best efforts to establish and maintain the connection between the Software Platform and the GIREVE Roaming Platform.

## **13 Property of GIREVE**

- 13.1.** In accordance with the provisions of the French Intellectual Property Code, the GIREVE Services as well as any related documentation, are the sole property of GIREVE.
- 13.2.** GIREVE is the owner of all intellectual property rights of the databases that it has created (the copyrights for protection of database structure and sui generis right of a database producer for protection of the substantial investment made in databases).

- 13.3.** All elements composing the GIREVE Digital Portal, the GIREVE Roaming Platform and the GIREVE Services, as well as the interfaces made available to the Contracting Party for the performance of this Agreement, the documentation and any other information submitted by GIREVE to the Contracting Party are and shall remain the property of GIREVE.
- 13.4.** GIREVE also retains ownership of the methods, the eMIP Protocol, as well as know-how or tools specific to it and used for the execution of this Agreement.
- 13.5.** As a result, the Contracting Party shall not act in any manner that may directly or indirectly harm the intellectual property rights of GIREVE.

## **14 Property of the Contracting Party**

- 14.1.** In accordance with the provisions of the French Intellectual Property Code, the Contracting Party's Software Platform as well as any related documentation and related data are and shall remain the property of the Contracting Party.
- 14.2.** All elements composing the Software Platform of the Contracting Party, including the interfaces eventually made available to GIREVE in the context of the performance of this Agreement, the related documentation, including related data, submitted by the Contracting Party to GIREVE are and shall remain the property of the Contracting Party.
- 14.3.** The Contracting Party is also the owner of the data it supplies to GIREVE or have the necessary rights on the data to conclude this Agreement.
- 14.4.** As a result, GIREVE shall not act in any manner that may directly or indirectly harm the intellectual property rights of the Contracting Party.

## **15 Warranties**

### **15.1. Warranties of GIREVE**

- 15.1.1.** GIREVE warrants the Contracting Party that it has all the rights required to provide the GIREVE Services.
- 15.1.2.** GIREVE will bear all damages that may be awarded against the Contracting Party by a final court decision finding an infringement exclusively based on counterfeiting. GIREVE must therefore indemnify the Contracting Party for the harmful consequences of any nature suffered by the Contracting Party in case of infringements of third-party rights due to non-performance of this Agreement attributable to GIREVE.
- 15.1.3.** The above warranties and indemnities are subject to the following express conditions:
- the Contracting Party has promptly notified in writing the infringement claim or the declaration issued prior to such claim;
  - GIREVE has been given the opportunity to ensure the defence of its own interests and those of the Contracting Party and, in order to do so, the Contracting Party has faithfully cooperated in such defence by providing all the elements, information

and assistance necessary to carry out such a defence.

15.1.4. The above provisions set forth the limits of GIREVE liability in relation with counterfeit, patents and copyright infringements resulting from the use of GIREVE Services or of the eMIP protocol.

#### **15.2. Warranties of the Contracting Party**

15.2.1. The Contracting Party warrants that it holds the rights relating to its Software Platform and that nothing prevents the conclusion of this Agreement.

15.2.2. It must therefore indemnify GIREVE for the harmful consequences of any nature suffered by GIREVE in case of infringements of third-party rights due to non-performance of this Agreement attributable to the Contracting Party.

15.2.3. GIREVE offers the Contracting Party access to the Services of the GIREVE Platform, services for which the Contracting Party guarantees that its staff has all the necessary skills in compliance with the applicable regulations.

### **16 Financial terms**

**16.1. Fees.** The Contracting Party will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Order Forms terms and conditions, (ii) payment obligations are non-cancellable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term.

**16.2. Invoicing and Payment.** The Contracting Party will provide GIREVE with valid purchase order or alternative document reasonably acceptable by GIREVE. GIREVE will invoice the Contracting Party in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due 30 days end of the month from the invoice date and payment shall be made by bank transfer. The Contracting Party is responsible for providing complete and accurate billing and contact information to GIREVE in the document "Contracting Party's Identification Form" as described in the article 6.2 "Information to be submitted to GIREVE" and notifying GIREVE of any changes to such information.

**16.3. Overdue Charges.** If any invoiced amount is not received by GIREVE by the due date, then without limiting GIREVE's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) GIREVE may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

**16.4. Suspension of GIREVE Services.** If any charge owed by the Contracting Party under the Order Forms is 30 days or more overdue, GIREVE may, without limiting its other rights and remedies, accelerate Contracting Party's unpaid fee obligations under such agreements so that all such obligations become immediately due

and payable, and suspend GIREVE Services until such amounts are paid in full, provided that GIREVE gives the Contracting Party at least 10 days' prior notice, in accordance with the "Manner of Giving Notice" section below.

**16.5. Payment Disputes.** GIREVE will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if the Contracting Party is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**16.6. Taxes.** The prices indicated in the Order Forms are in euros exclusive of tax. Except if the Contracting Party is registered in France, GIREVE's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Contracting Party is responsible for paying all Taxes associated with its purchases.

### **17 Business references**

**17.1.** Unless otherwise provided, each Party may use the name or logo of the other Party as a commercial reference in accordance with established business practices.

**17.2.** In this respect, each Party authorises the reproduction of its company name, trademark and logo in accordance with its published brand guidelines and graphic charter. Notwithstanding the foregoing, neither Party will make public statements or provide a press release without the prior written consent of the other Party.

### **18 Insurance**

**18.1.** Each Party confirms having subscribed an insurance policy with a financially sound and reputable insurance company that provides insurance coverage in all the territories where the Party operates, and covering its professional civil liability, tort and/or contractual liability resulting from physical injury, material and consequential damage caused to the other party and any third parties in the course of the performance of this Agreement.

**18.2.** In this regard, each Party undertakes to pay the premiums and contributions related to that insurance policy and more generally to comply with all obligations in order to cover all activities related to this Agreement.

**18.3.** Each Party shall be able to submit, upon request of the other Party, a certification dated and signed by its insurer proving its coverage for professional civil liability deriving from physical injury, material and consequential damages, which premiums being at its charge.

**18.4.** Such certification shall specify the amount and scope of the guarantee as well as the validity period of the insurance policy subscribed.

## 19 Liability

- 19.1.** GIREVE shall not be liable for damages of any nature that may result from a temporary unavailability of the GIREVE Platform or all or part of the GIREVE Services, unless the unavailability is due to GIREVE's fault.
- 19.2.** Any Party can be held liable by the other Party only if it is proved that the Party committed a fault regarding the execution of the present Agreement.
- 19.3.** The Parties also agree that they may be held liable only for the consequences of direct damage resulting from the non-performance of their obligations and this, in accordance with the provisions of Article 1231-4 of the Civil Code. Consequently, any compensation for indirect damage shall be excluded as loss of time, profits, turnover, margins, orders, operating loss, loss of revenue, business actions, as well as damage to brand image, loss of expected results and third-party action.
- 19.4.** The Parties jointly agree, that except in the case of breaches or violations of intellectual property rights, the liability of one or the other of the Parties, all losses and all causes of action included, are, limited to the lump sum of 100,000 euros.
- 19.5.** This clause shall survive and remain applicable in case this Agreement is rescinded or terminated.

## 20 Force majeure

- 20.1.** A force majeure event means an event beyond the control of one of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Agreement and whose effects could not be avoided by taking appropriate measures. A force majeure event is the one preventing the Party concerned to perform its obligations.
- 20.2.** The Party affected by this impediment, subject to the sending to the other Party of a written notification within a period of five (5) days from its occurrence, will be exempted from the performance of its obligations within the limit of this impediment.
- 20.3.** If the force majeure event results in a temporary impediment, the performance of the Agreement will be suspended. If the impediment lasts for more than two months, the Parties may jointly agree to terminate the Agreement.
- 20.4.** If force majeure results in a permanent impediment, the Agreement will be automatically terminated.
- 20.5.** It is expressly agreed that force majeure events will be those usually accepted under the case law of French courts and tribunals, as well as war, riot, fire, internal or external strikes, lock out, occupation of GIREVE's premises, bad weather of exceptional intensity, earthquake, flood, statutory or governmental restrictions, legal or statutory modifications of the means of commercialization of the GIREVE Services, accidents exceptionally serious, epidemics, pandemics, absence of energy supply, partial or total stoppage of the Internet network and more generally

of private or public telecommunications networks, road blockage and impossibility to provide supplies and any other event beyond the express will of the Parties preventing the normal performance of this Agreement.

## 21 General provisions

- 21.1.** Duty of precontractual information
- 21.1.1.** The Parties expressly represent and agree that they have exchanged all information necessary and useful to express their respective consent.
- 21.1.2.** Each of the Parties expressly states that it has informed the other of all the information necessary and decisive for the expression of its consent, and disposed of all information to that effect, including those which it considers to be due to it from the other Party.
- 21.1.3.** The Parties expressly acknowledge that, to the best of their knowledge and after having exchanged on the subject matter of the Agreement, they have all information which is decisive for their consent.
- 21.2.** Legal authorisations
- 21.2.1.** The Parties undertake to obtain all the statutory and administrative authorisations required to perform this Agreement.
- 21.2.2.** The Parties agree to cooperate to obtain any new statutory and administrative authorisations and for any modification of the authorisations already obtained.
- 21.2.3.** Each Party agrees to obtain and maintain in force during the term of this Agreement its relevant statutory, regulatory and administrative authorisations required in order to implement this Agreement.
- 21.2.4.** Within the scope of the cooperation between the Parties, each Party undertakes to inform the other Party of any information concerning the industry-related law that may have an impact on the obligations provided for herein.
- 21.3.** Assignment of the Agreement
- 21.3.1.** This Agreement may not be assigned by a Party in whole or in part, whether or not for consideration, without the other Party's prior written consent.
- 21.4.** Severability
- 21.4.1.** If one or several provisions of this Agreement were to be held invalid or so declared by a law, a regulation or a final decision having res judicata effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.
- 21.5.** Manner of Giving Notice.
- 21.5.1.** Legal notice shall be sent by letter with acknowledgment of receipt to the legal contact designated in the Appendix "GIREVE's Identification Form" and in the document "Contracting Party's Identification Form" transmitted by the Contracting Party;
- 21.5.2.** Invoicing related notice shall be sent by email to the email address of the accounting contact given in

designated in the Appendix "GIREVE's Identification Form" and in the document "Contracting Party's Identification Form" transmitted by the Contracting Party;

21.5.3. Support services related notice shall be sent via email to the contact indicated in the article Support of the Appendix "GIREVE's Services Level" , (or online notification through GIREVE Digital Portal) and in the document "Contracting Party's Identification Form" transmitted by the Contracting Party;

## **22 Statute of limitations**

**22.1.** Unless otherwise stated by public order provisions, all legal actions between the Parties shall be time-barred if not commenced within two years after the first complaint has been notified by registered letter with acknowledgement of receipt.

## **23 Governing law**

**23.1.** This Agreement shall be governed by French law. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

## **24 Conciliation**

**24.1.** In the event of difficulties arising out of the performance of this Agreement, and prior to any legal actions, each Party agrees to designate two senior managers of its company for an amicable resolution of these difficulties. Such designated persons shall meet at the request of the most diligent Party within

eight days after receipt of the letter requesting a conciliation meeting. The agenda shall be set by the Party having requested the conciliation. Decisions made by mutual agreement shall have contractual value. This clause is legally severable from this Agreement. It shall continue to apply even if this Agreement is annulled, cancelled, terminated or rescinded.

## **25 Jurisdiction**

**25.1.** IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES THAT CANNOT BE RESOLVED BY THE CONCILIATION PROCEDURE DESCRIBED ABOVE, IT IS EXPRESSLY AGREED THAT THE COMMERCIAL COURT ("TRIBUNAL DE COMMERCE") OF PARIS (FRANCE) SHALL HAVE JURISDICTION, EVEN IN THE EVENT THERE IS MORE THAN ONE DEFENDANT OR IN CASE OF A THIRD-PARTY PROCEEDINGS.

## **26 List of appendices**

Appendices can be downloaded at [www.gireve.com/download](http://www.gireve.com/download).

Appendix 1: GIREVE's Identification Form

Appendix 2: GIREVE's Services Level

Appendix 3: Protection of personal Data

Appendix 4: Technical and organizational measures / security concept and sub processors