



## **General Terms of Sale "GTS" KLAXOON** In force as of March 13<sup>th</sup> 2024

### **1- Overview**

The following terms set out the conditions to access to / use of the KLAXOON Service available in SaaS mode "SaaS Subscription".

When ordering Services, the Client undertakes to apply the following terms of service and waive the right to use its own terms and conditions.

The use of the Service is subject to User's prior acceptance of the Terms of Use.

### **2- Definitions**

- "Additional Services" means the specific developments requested by the Client and agreed between the Parties in an Order.
- "Affiliate" means any entity controlling or being controlled directly or indirectly through one or more other companies belonging to the same group of one of the Parties.
- "Audience" refers to the monthly number of unique Contributors invited to join a Klaxoon activity created by Pro Users;.
- "Client" means the natural person or the legal entity ordering the Services.
- "Contract" means the contract between KLAXOON and the Client relating to an Order and governed by the Specific terms and the present GTS.
- "Country specific terms" mean the specific terms applicable to Clients located in specific countries as described in Appendix 1.
- "Data" means the data inserted by the Users when using the Service.
- "Documentation" means the information relating to the use of the Service available to the Client and its Users. This Documentation is accessible online at the following address: <https://help.klaxoon.com/hc/en-us>
- "DPA" means the KLAXOON data processing agreement describing KLAXOON's Personal Data policy. The DPA is accessible at the following address: <https://static.klaxoon.com/website/pdf/dpa-en.pdf>
- "Free User" means a User who participate to a Klaxoon activity and benefit from free access to the Service (with restricted rights as set out in the Specific Terms).
- "Initial Period" means the initial duration of the Contract agreed by the Parties (excluding renewal).
- "KLAXOON" means one of the contracting entities as listed in Appendix 1.
- "Order" means the order of Services issued by the Client to KLAXOON.
- "Parties" means KLAXOON and the Client.
- "Personal Data" means any information relating to an identified or identifiable natural person.
- "Pro User" means a User who create or participate to a Klaxoon activity and who benefit from payable access to the Service through the Saas Subscription.
- "Professional Services" means the KLAXOON' professional services (i.e.: training, consulting, certification) in accordance with the terms of article 8.
- Purchase Order means the document issued by the Client to KLAXOON upon the Contract signature, indicating the Purchase Order number (ie PO number) and detailing the Order.
- "Service(s)" means all the KLAXOON products and services available to the Client.
- "Specific Terms" means the specific conditions (including financial conditions) applicable to the Contract.
- "Terms of Use" means the terms of use of the Service accessible at the following address: <https://static.klaxoon.com/website/pdf/eula.pdf>
- "Unique monthly contributor" means a Free User invited to join a Klaxoon activity by a Pro User whose the participation is measured by the Audience.
- "User" means both the Pro User and Free User authorized by the Client to use the Service.
- "User's Account": means the User's personal account required to access the Service.
- "User Identifiers" means the User' personal login credentials required to access the User's Account.
- "Website" means the KLAXOON's website from which a User can access the Service in SaaS mode.

### **3- Contractual Documents**

The Client acknowledges the Services subscription is governed by the following documents set out below in descending order:

- 1- The specific Terms;
- 2- The GCS;
- 3- Terms of Use Klaxoon;
- 4- Purchase Order (PO).

In case of difference and/or discrepancy between one of the documents set out above, the document from higher rank shall prevail. In case of difference and/or discrepancy between one of the documents from the same rank, the more recent shall prevail.

### **4- Order and prices**

1. To order Services, the Client shall send to KLAXOON a signed Contract. When the Client need to issue a Purchase Order, the latter undertakes to provide such document upon the Contract signature. KLAXOON will be entitled to retain provision of the Services if the Client do not provide the Purchase Order number (PO number) to KLAXOON or when the information detailed in the Purchase Order contradicts those provided by the Client in the Contract. For multi-year subscriptions, KLAXOON may suspend the Service access to the Client if the latter fails to provide the Purchase Order (or PO number) at each Contract anniversary date.

2. Prices indicated in the Contract are excluding of any tax and will be increased of VAT and any applicable taxes on the billing time.

3. Orders mentioned in Article 4.1 might include Additional Services. If applicable, additional terms may be specified in the Contract.

4. The Client acknowledges that prices set out in the Contract will automatically increase of 4% per contractual year. Without limiting the foregoing, KLAXOON reserves the right to change its prices beyond the above-mentioned cap. Such price changes shall apply to any new Order. For current Orders, in case of price increase, KLAXOON shall inform the Client by email at least thirty (30) days before the date of renewal of the Contract. During this delay, the Client have the right to terminate the Contract by addressing a formal notice to KLAXOON's entity as described in Annex 1. Failure to respond shall be considered as an acceptance of the new prices.

5. If the Client purchases the Service directly from an authorized KLAXOON reseller ("Reseller"), Orders terms will be agreed between the Reseller and the Client. KLAXOON shall not be liable for the acts and omissions of the Reseller. The Reseller is not authorized to amend this Agreement or make any commitments on behalf of KLAXOON.

### **5- Payment terms**

1. Invoices shall be sent to the Client by electronic means and paid within thirty (30) days following the date of invoice unless otherwise agreed between Parties. The payment must be made in full at the Order (in one payment only), discount shall be granted for early payment.

2. Subject to the Country specific terms listed in Appendix 1, unpaid invoices shall be subject to 1.5% interest rate or to the maximum applicable legal rate, without prior notification.

3. Client's failure to pay on the due date shall entitle KLAXOON to suspend access to the Service, terminate the Contract and retain the amounts already paid, without prejudice to any other remedies. Suspension of the Service shall occur within ten (10) days following reception of a prior notice. This suspension shall not be considered as unavailable time of the Service as mentioned in Article 9 of the Contract.

4. When ordering Services to a Reseller, payment will be made directly between the Client and the Reseller. KLAXOON reserves the right to suspend Client's access to the Service if it does not receive payment from the Reseller. Any refund request or any claim from the Client will be made directly between the Client and the Reseller.

### **6- Saas Subscription terms**

1. The Client may subscribe to Saas Service for an Initial Period specified in the Contract which will be automatically renewed for successive period of the same duration and may be terminate in respect with article 15 of the GTS. The Service is accessible from the Website and it requires User Identifiers. The Client acknowledge User's Account shall not be created from a generic address email and ensure Users Identifiers are strictly personal to each User.

2. Each User Account is personal and non-transferable. Therefore, it cannot be shared or transferred between one or more Users.

3. The condition to access to Service and the maximum authorized number of User (including Audience) is set out in the Specific condition.

4. KLAXOON reserves the right to verify, at its own expense, that the Client's use of Klaxoon licenses complies with the terms of this section. KLAXOON reserves the right to suspend access to the Service without the Client being entitled to claim for any compensation. KLAXOON will inform the Client prior to such suspension.

5. The Client agrees to have a high-speed Internet access at its own expense and KLAXOON cannot guarantee the smooth functioning of the Internet as a whole, and nor therefore can KLAXOON prevent lack of access, whether completely or partially, to the Service.

### **7- Intellectual Property**

1. KLAXOON owns or is vested with all intellectual property rights relating to the Services, and the Website. Provided full payment of the Services, KLAXOON grants the User, with a worldwide, personal, non-assignable and non-transferable license to use the Service for the duration of the Contract.

2. The Client retains ownership of all its preexisting property rights and of all Data he creates via the Service (at the exclusion of generic Klaxoon templates available through the Service).

3. The Service may incorporate third party technologies and KLAXOON warrants that it holds all the necessary rights to provide the Service.

4. The Client undertakes not to reproduce, decompile, disassemble, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever the Service without KLAXOON's prior written consent. The Client ensures each User to:

- use the Service for internal purposes (*within the framework of its internal organization, its customer relationship and for any event carried out on its behalf*) and refrains from any resale of the Service as such (*with the exception of services provided by KLAXOON's Partners duly certified or authorized for this purpose by KLAXOON*).
- do not infringe upon KLAXOON's copyrights and/or image and/or reputation.

5. If the Client becomes aware of a third-party claim alleging the Service and/or the Website infringes a third-party intellectual property right, the Client undertakes to inform KLAXOON without delay.

6. The Client acknowledges that KLAXOON may either replace or modify all or any part of the Service and/or the Website, or obtain for the Client a right of use, provided that the latter has complied with the following conditions:

- the Client has fully complied with its obligations under the Contract;
- an infringement claim has been brought before a competent court;
- The Client loyally cooperates with KLAXOON by providing all the required information and assistance.

7. If none of these measures are reasonably possible, KLAXOON may decide to terminate the Contract and shall refund the Client the fees paid over the last six (6) months for the use of the Services and/or;

8. Unless otherwise stipulated in the Contract, the Client authorizes KLAXOON to use its name and logo as commercial references on the Website and on its sales documentation for the duration of the Contract and for two (2) years after its expiration.

**8- Professional Services**

This section shall apply to the Professional Services delivered by KLAXOON to the Client as a part of "Saas subscription".

**8.1 Scope of the Professional Services**

Prior to the start of the Professional Services delivery, the Parties shall agree on the scope of these Professional Services.

The Client is informed that KLAXOON may change the scope of the Professional Services in the event of:

- inadequacy between the information provided by the Client and the nature of the Professional Services to be performed.
- a Client's material breach of any of its commitments that may result in a modification of the scope of the Professional Services.
- a Client's new request or modification of the predefined scope of Professional Services.
- unforeseen events that significantly modify the needs or requirements of the Client and that beyond the reasonable control of either Party, including force majeure.

When such changes are likely to result in (i) a modification of the financial terms and conditions; (ii) an overrun of the hourly volume agreed upon by the Parties; (iii) a change in the order of priority or a modification of the scope of the Professional Services, KLAXOON will provide the Client with a new quote incorporating the additional costs associated with such changes.

**8.2 Training**

To deliver the Professional Services, KLAXOON undertakes to provide the Client with one highly trained consultant within a minimum of fifteen (15) days following the Client's request.

**8.3 Tools**

KLAXOON undertakes to use appropriate tools to ensure the effective performance of the Professional Services. The Client undertakes to ensure the interconnection between its own equipment and the KLAXOON tools and agrees to implement all the means and resources necessary for the proper execution of the Professional Services, the latter being validated at the start of the Contract (*i.e: video conferencing tool*)

**8.4 Planning**

The Parties agree the Professional Services will be subject to the timeframe agreed between the Parties. Unless specific conditions indicated in the Contract, the Professional Services shall be performed within a maximum period of twelve (12) months following the reception by KLAXOON of the signed Contract. Otherwise, KLAXOON will not be required to perform the Professional Services and the Client will remain liable for the amounts due under the Contract.

**8.5 Cancellation of Professional Services by the Client**

Any cancellation of Professional Services scheduled within a period of less than fifteen (15) calendar days prior to the scheduled date shall not give rise to a refund, the Client remaining liable for the sums agreed between the Parties in the Contract. Any cancellation made more than fifteen (15) calendar days prior to the scheduled date may be rescheduled. The rescheduled Professional Services may not be held more than six (6) months following the reception by KLAXOON of the signed Contract. Failing to reschedule within such period shall result in the loss of the Professional Services for the Client, the latter remaining liable for the amounts due to KLAXOON under the Contract.

The minimum number of participants scheduled for a workshop is indicated in the Contract. Failure to respect this condition may result in the cancellation and the Client remaining liable for the amounts due to KLAXOON under the Contract.

**8.6 Professional Services follow-up**

A kick-off meeting shall take place no later than two (2) weeks before the scheduled date of the first Professional Services. The Client agrees to provide KLAXOON with the

details of the designated contact person in charge of Professional Services follow-up at the signature of the Contract.

During the execution of the Professional Services, the Parties shall meet on a regular basis to monitor the progress of the Professional Services and adjust the schedule if necessary

**8.7 Intellectual property**

Each Party shall retain all its prior intellectual property rights that it may use while performing the Professional Services. KLAXOON grants the Client a non-exclusive right to use the methods and know-how developed by KLAXOON for the proper performance of the Professional Services.

Subject to full payment of the price agreed between Parties, KLAXOON grants the Client for its own needs, a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the deliverables developed during the Professional Services.

The Client acknowledges and accepts that all Professional Services provided by KLAXOON shall not be represented nor be reproduced on any medium whatsoever (including any audio/video recording of Professional Services) without KLAXOON prior written consent.

**8.8 Business Travel**

In case the Consultant is required to make one or more trips to the Client's premises, the Parties agree on the following terms and conditions:

- Travel in Ile de France region: travel expenses are included in the commercial offer;
- Travel in Metropolitan France: the travel expenses are fixed and available on request;
- International travel (*including DOM TOM*): travel expenses are available upon request.

**9- Support and Service Level**

1. For the duration of the Contract, KLAXOON provides the Client with a dedicated support service.

2. This support service is accessible during opening hours (*as described below*) and via different channels: by email at [help@klaxoon.com](mailto:help@klaxoon.com) or webchat accessible directly via the Service.

	Africa, Europe, Middle-East	Americas	Asia- Pacific
Support hours	Monday to Friday, except holidays in France, from 9 a.m to 6 p.m (Central European Time "CET")	Monday to Friday, except for U.S. holidays, from 9 a.m. to 6 p.m. (Eastern Daylight Time "EDT" and Eastern Standard Time "EST" zones)	Monday to Friday from 2 p.m to 00 a.m, except French public holidays (Singapore time "SGT").

3. KLAXOON agrees to provide free corrective maintenance for the Service during the term of the Contract.

4. As a part of evolutive maintenance, KLAXOON may develop new Service version or any major functionality of the Service ("Upgrade"). Any Upgrade will be available to the Client pursuant to the conditions set forth in the Documentation or communicated to the Client by any means.

5. As part of the corrective maintenance, KLAXOON will automatically make any update of the version of the Service. The Client agrees to take all necessary steps to use only the latest update delivered by KLAXOON.

6. Corrective maintenance services apply to the latest available version of the Service. The version of the Service granted to the Client, is the latest version in production at KLAXOON. The Client can consult the version number via the SaaS mode access and on the Service interface.

**10- Confidentiality**

1. The Parties undertake to preserve the confidentiality of the confidential information exchanged, collected or generated during the Contract and for the entire duration of the Contract, and for a period of five (5) years starting from the end of the Contract. To this end, the Parties shall refrain from communicating any of this information on any grounds and for any purpose and shall undertake to ensure that this obligation is respected by all its directors, employees and subcontractors if applicable.

2. Shall not be considered as confidential an information:
- disclosed after obtention of a written authorization from the other Party; or
  - was in the public domain when it was passed on by the other Party, or became public during the term of the Contract and without any breach of confidentiality; or
  - was received lawfully from a third party not subject to any confidentiality obligation; or
  - was already known by the other Party when the divulging Party disclosed this information; or
  - made public pursuant to an imperative legal or regulatory provision, or definitive court decision. Subject to applicable law, if a Party is required to disclose confidential information, it shall notify the other Party in advance, and, take all possible measures to protect the confidential information.

**11- Liability**

**11.1 KLAXOON Liability**

1. As part of the execution of the Services, KLAXOON is subjected to a best endeavor obligation. The Client acknowledges that KLAXOON uses technical infrastructures developed and provided by third party. Consequently, KLAXOON shall not ensure the Services be uninterrupted, free from any incident, bug, vulnerability, nor grant a

continuous level of security. KLAXOON undertakes to take all reasonable measures and available means (in accordance with the current state of technology) to remedy without undue delay to any incident caused by KLAXOON.

2.If KLAXOON (including its directors, employees, shareholders), its Affiliates or Subcontractors shall not held liable for the total or partial inability to use the Service resulting to one of the following cases : i) Misuse of the Service by the Client resulting from any non-compliance with the Contract and/or the Documentation ; ii) Incident that occurs upon third party network ; iii) any failure resulting from the Client devices (including its technical infrastructures and software) or from its internet network ; iv) maintenance of Services ; or v) Force Majeure (as set out in article 13 of the GTCS).

3.If KLAXOON is held liable following to non-performance of its obligations as set out in the Contract, the Client expressly recognizes that KLAXOON liability will be limited to direct damages only at the exclusion of any indirect, consequential damages including any financial loss, loss of profits, benefits, exploitation, damage to reputation, image, loss of clientele, income loss and all economic or business damages. Any action directed by a third party resulting from a damage caused by the Client is considered as indirect damage.

4.In all circumstances and unless prohibited by Law, the total liability of KLAXOON under the Contract is strictly limited, for all damages, to the amounts paid by the Client to KLAXOON (excluding taxes) under the terms of the disputed Contract over the last twelve (12) months prior to the occurrence of the event giving rise to the liability.

## 11.2 Client Liability

1.The Client is responsible for the use of the Services and may be held liable to breach or omission caused by Users. The Client will be held liable in case of misuse of the Services for illicit purpose, or public order or in breach of any third-party.

2.In case the Client would engage its liability for non-performance and/or improper performance of its obligations, the latter shall compensate KLAXOON to all fines, penalties, damages and all cost and expense resulting to damage caused by the Client (including attorney and consulting fees).

## 12- Insurance

KLAXOON hereby states that its own professional civil liability insurance covering its activity from a reputable and solvent insurance company and undertakes to maintain such insurance coverage for the duration of the Contract.

## 13- Force majeure

1. In the event of a Force Majeure, the obligations of the Parties shall be suspended and KLAXOON shall promptly inform the Client and at the latest within ten (10) days if any of its obligations under the Order are not fulfilled due to a Force Majeure.

2. A Party's failure to perform its obligations due to force majeure shall not be subject to any remedy.

3. If the event persists beyond sixty (60) days from the date of its occurrence, both Parties shall be free to terminate the Contract in whole or in part, without either Party being entitled to claim damages or interest.

## 14- Data processing

### 14.1 Personal Data processing

As part of the provision of the Services, KLAXOON may process Personal Data as a controller and as a processor as defined by the applicable European Data Protection Regulation (GDPR).

KLAXOON's Personal Data protection policy is described in the DPA <https://static.klaxoon.com/website/pdf/dpa-en.pdf> and incorporated by reference into this Contract. The Client may also consult the KLAXOON Privacy Policy available at the following address <https://static.klaxoon.com/website/pdf/privacy-policy.pdf>

When processing Personal Data, each Party undertakes to comply with all applicable legal and regulatory requirements relating to the collection and processing of Personal Data, in particular EU Regulation No. 2016/679 of April 27, 2016, known as the "GDPR" (hereinafter the "Applicable Regulation").

### 14.2 Cookies

A cookie is a text file installed on the computer of an Internet user when browsing a website.

Using the Service through SaaS mode access involves the use of these cookies. Information about cookies is displayed in a banner when Users first connect to the Website.

The list of cookies and their purposes are available in the KLAXOON Privacy Policy accessible at the following address: <https://klaxoon.com/privacy>

### 14.3 Security of User Identifiers

User Identifiers are strictly personal, confidential, and non-transferable. Their disclosure to third parties and the negative consequences attached thereto are the sole responsibility of the Client.

In case of loss or theft of one of his/her User Identifiers, the User may request to reset his/her User Identifiers to KLAXOON shall send an email to the User explaining the procedure to follow to reset his/her User Identifiers.

### 14.4 Data Security

The servers/Web sites are recognized by a certificate validated by a trusted third party.

KLAXOON implements the technical infrastructure, hardware and software monitoring tools to ensure the security and integrity of the Client's Data under state-of-the-art conditions in order to prevent (i) the destruction, deterioration, modification or loss of Personal Data, (ii) the disclosure of or access to Personal Data, (iii) any form or purpose of unlawful processing of Personal Data not provided for in the Contract.

For more information on security and where the Data is stored: <https://klaxoon.com/solutions-trust-center>

### 14.5 Back-up and reversibility

KLAXOON undertakes throughout the duration of the Contract to make regular backups of the Client Data hosted on its servers.

However, the Client is informed that it remains responsible for any Data it creates, modifies or deletes via the Service.

Upon Client's prior written request and subject to the technical feasibility of such request, KLAXOON undertakes to delete or anonymize the Personal Data collected by KLAXOON when creating the User Account. Such request shall be sent to KLAXOON at the following address: [legal@klaxoon.com](mailto:legal@klaxoon.com).

For the duration of the Contract, the User may at any time and directly via the Service, delete or retrieve in a readable format, the Data collected when using the Service (user content). For more information: <https://static.klaxoon.com/website/pdf/eula.pdf>

## 15- Term and Termination of the Contract

### 15.1 Term of the Contract

The Contract shall be automatically and tacitly renewed for successive periods of the same duration as the Initial Period of the Contract unless:

- otherwise expressly agreed between the Parties in the Contract; Or,
- terminated by either Party by registered letter sent at least thirty (30) days prior to the end of the initial period of the Contract and of each renewed period.

### 15.2 Termination for cause

1.Without prejudice to any other provisions set forth in the Contract, either Party may terminate the Contract in the event of the other Party's failure to comply with any of its obligations hereunder.

2.Termination shall automatically take effect within thirty (30) days following receipt of a formal notice served by registered letter to the defaulting Party, indicating the intention to apply this Article and which has not been followed by any regularization, all without prejudice to any damages that the defaulting Party may be entitled to claim.

## 16- Subcontracting

1. KLAXOON may, if necessary, subcontract all or part of the execution of the Service to a third party. KLAXOON shall be responsible for the work, if any, entrusted to its subcontractors.

2. When the subcontracted service is an operation involving the processing of Personal Data, KLAXOON shall ensure that the subcontractor presents sufficient guarantees meets the requirements of Applicable Law.

## 17- Amendment of the Contract

KLAXOON reserves the right to amend the terms and conditions of the Contract at any time. Such amendments shall apply to any new Contract subscribed by the Client or at the renewal of the Contract or when the Client accept the latest version of CGTS.

## 18- Renonciation

The fact that one of the Parties does not invoke any of the provisions of the Contract at a specific time shall not constitute a waiver of the right to invoke these same provisions at a later date.

## 19- Nullity of a clause

If any of the clause of the Contract are found to be void or invalid, unenforceable or non-applicable regarding applicable Laws or a definitive decision rendered by a competent court, such clause shall be considered void without affected the validity of the Contract nor affected the validity of other stipulations stated in the Contract unless such clause is decisive for a Party at the signature date of the Contract. In such case, The Parties undertake to negotiate in good faith to supersede a valid clause reflecting the initial intention of the Parties.

## 20- Non-Solicitation

1.During the term of the Contract and for a period of one (1) year thereafter (*hereinafter the "Non-solicitation Period"*), the Client or its Affiliates shall not directly or indirectly, individually or on behalf of any third party, aid or endeavour to solicit or induce any of KLAXOON or its Affiliates employees to leave their employment with KLAXOON or such Affiliates in order to accept employment with the Client or any other person, corporation, limited liability company, partnership, sole proprietorship or other entity.

2.It is agreed that violation of this section may be enforced by any equitable remedy, including specific performance and injunction, without limiting the right of KLAXOON to proceed at law to obtain such relief as may be available to it.

## 21- Independance

1.During all the Contract term, the Parties undertake to remain independent of each other and to present themselves as such to any third party.

2.The Contract does not aim to create any subordination relationship between the Parties whose remain responsible for their respective personnel.

**22- Evidence of proof**

The Parties may entitle to claim, for proof purpose (*including in case of payment dispute*), any files, data, operations, reports or other prepared, issued, received and/or stored in electronic format or medium.

**23- Applicable Law and competent court**

1. Except as otherwise provided by mandatory law, any action, dispute or claim of any kind by the Client against KLAXOON in connection with the performance of the Order shall be brought within a maximum period of one (1) year from the occurrence of the event giving rise to the action, dispute or claim.

2. The Contract and all disputes arising therefrom, directly or indirectly, shall be governed by the laws and jurisdictions specified in the Country Specific terms as listed in Appendix 1. Any provision of the Vienna Convention on the International Sale of Goods is excluded.

**APPENDIX 1 – COUNTRY SPECIFIC TERMS**

Depending on the Client's geographical location, certain Country Specific terms may apply. They are fully integrated into the Contract.

**1. KLAXOON CONTRACTING ENTITY – NOTICE – APPLICABLE LAW AND COMPETENT COURT**

Client's location	KLAXOON Contracting Entity	Notice address	Applicable Law and competent Court (exclusive on any conflict of laws)
Americas	Klaxoon Inc.	KLAXOON p/o Pramex - 1251 6th Ave, New York, NY 10020, USA Copy to: <a href="mailto:legal@klaxoon.com">legal@klaxoon.com</a>	Law of the State of New-York (USA) Court of the State of New-York (USA)
Africa, Asia, Middle East, Europe, Pacific	Klaxoon SAS	3 avenue de Belle Fontaine, 35510, Cesson-Sévigné, France Copy to: <a href="mailto:legal@klaxoon.com">legal@klaxoon.com</a>	French Law Court of Rennes (France)

**2. FRANCE**

– Section 5.2 "Terms of Payment" is replaced with the following:

Invoices not paid by their due date shall bear interest at a rate equal to three (3) times the legal rate in force, increased by five (5) points, as from their due date and without notification.

In accordance with the provisions of Articles L.441-3 and L.441-6 of the French Commercial Code, any delay in payment shall automatically result in the application to the professional debtor of a flat-rate indemnity for collection costs in the amount of forty (40) euros. Notwithstanding the foregoing, the amount of this indemnity shall be increased by the actual costs of collection upon justification if these costs are greater than forty (40) euros.

**3. UNITED STATES OF AMERICA**

➤ **HIPAA - FISMA - Sensitive Data**

Klaxoon Services are not intended to collect information subject to the *Health Insurance Portability and Accountability Act (HIPAA)* or the *Federal Information Security Management Act (FISMA)*. Accordingly, the Client agrees not to use the Services where its use would result in the application of these laws.

The Client also agrees not to insert sensitive Data into the Service. Klaxoon disclaims any liability that may result from the Client's use of such sensitive Data.

➤ **Exports**

When using the Service, the Client agrees to comply with the export control and international trade laws and regulations of the United States and any other country whose laws apply to Client or Client Data. In this regard, unless expressly approved by the U.S. government, Client shall not access the Services from a location sanctioned by the United States or if restricted by the U.S. government (e.g., *classified information or information subject to the U.S. International Traffic in Arms Regulations (ITAR) or the foreign equivalent*).

➤ **U.S. Government Entities**

For U.S. government procurement, all Services that constitute or include KLAXOON SaaS software are deemed to be commercial computer software as defined in *Federal Acquisition Regulations (FAR) 12.212* and *Defense FAR Supplement (DFARS) 227.7202*, as applicable. Accordingly, any use, modification, reproduction, distribution, display or disclosure of the Service or accompanying Documentation by any agency, department or entity of the United States Government shall be governed solely by the terms of this Contract.