

ULEX Innovative Systems

General terms and conditions of services

VOXIMAL SERVICES

1. DEFINITIONS

Each term mentioned hereinafter shall have the meaning set forth below :

- **Application** : the Voximal computer program, developed by ULEX in executable object code form, and registered at the APP (Agence pour la Protection des Programmes) under number IDDN.FR.001.30016.000.S.A.2017,000.1040, including optional components which may be subscribed by the Client.
- **Services**: application services resulting from the implementation of the Application, accessible via the Internet, and whose characteristics are described in the Documentation. Services include access to the Application (“Cloud API”), and to a virtual machine (“Cloud Hosting”).
- **Business Hours** : 9:00 AM through 6:00 PM CET, Monday through Friday, excluding legal observed holidays.
- **Client** : the legal entity having issued an Order, or accepted a Quote issued by ULEX, and which shall act as Licensee under the Contract
- **Configuration** : hardware and operating system software, as well as Internet and telecom infrastructure described in the Quote and necessary to run the Application.
- **Contract** : the contract is formed by (i) the Order and (ii) these General Terms and Conditions. In case of discrepancy, the provisions of the Order shall prevail over the General Terms and Conditions.
- **Corrective Maintenance** : correction of Errors affecting the Application
- **Documentation** : Application documentation (available on line) that ULEX makes generally available to its Clients: (i) a complete set of ULEX’s user operating manuals for the Application, and (ii) a complete set of ULEX’s specifications documents for the Application.
- **Error** : a dysfunction in the Application which results from a non-compliance with its specifications as described in the Documentation, reproducible by the Client and non resulting from a misuse or its use with any other software program.
- **Error Correction** : means either (i) a software modification or addition that, when made or added to the Application, corrects an Error, or (ii) a procedure or routine that, when observed in the operation of the Application, eliminates or reduces the practical adverse effect of an Error on the Client.
- **New Version** : Application including new functionalities compared to the functionalities of the current version
- **On-Going Maintenance** : delivery to the Client of Updates and New Versions
- **Order** : a purchase order issued by the Client, for license and support of the Application, based on Quote issued by ULEX; or any other written and unreserved acceptance by Client of ULEX’s Quote.
- **Quote** : the proposal made by ULEX including the description of the Application and of the Support services, including their duration and the financial

conditions.

- **Support Services** : assistance services to the Client, including Corrective Maintenance, On-Going Maintenance and User Assistance
- **UID** : unique identifier, generated by ULEX and used to run, control or configured the Application.
- **ULEX** : the ULEX INNOVATIVE SYSTEMS company, stock company whose headquarters are located 4 rue des Prairies 38460 Saint-Romain-de-Jalionas, registered with the Vienna Trade and Companies Register (France) under number 514 204 163, and acting as Application Services Provider.
- **Update** : Application integrating Error corrections and improvement of current functionalities decided by ULEX.
- **User** : Natural person acting under the authority of the Client, and duly authorized to use the Services, under the terms and conditions provided by the Contract.
- **User Assistance** : on-going assistance services of Users, in their use of the Services, provided by ULEX by telephone, email or any other appropriate form.

2. PURPOSE

2.1 The purpose of these General Terms and Conditions is to define the conditions under which ULEX provides Services to the Client.

2.2 Unless otherwise agreed to in writing, any acceptance by the Client of Quote issued by ULEX, or any Order issued by the Client, based on Quote by ULEX, implies and results in the full acceptance of the hereby General Terms and Conditions to the exclusion of all other document issued by the Client.

2.3 These General Terms and Conditions shall prevail over any other document or particular condition specified by the Client and shall not be enforceable against ULEX unless formally accepted by the latter.

3. TERM

3.1 The Contract shall be effective as from the date of either:

- Client's unreserved acceptance of ULEX's Quote, or
- ULEX's acceptance of the Order issued by the Client.

3.2 Unless otherwise specified in the Order, the Contract shall be valid for a one-year period, which shall be automatically renewed by tacit agreement for successive periods of one (1) year unless terminated by either party by registered letter with an acknowledgement of receipt delivered to the other party at the latest three (3) months prior the initial or renewal term.

4. TERMINATION

In the event of a breach by either party of any obligation under the Contract, which would remain uncured for a period of thirty (30) calendar days, starting from the date of a certified letter with return receipt notifying the breach to the breaching party, the non-breaching party may terminate, as a matter of right, the Contract, without

prejudice to any indemnity such party could claim.

In case of termination of the Contract, whatever its cause, the Client's rights to use the Services shall cease immediately and its personal Ids shall be no longer active.

5. SUPPLY OF SERVICES

Upon payment of the Service Fees by the Client, ULEX shall generate a UID to the Client in order to give access to the Application.

The Client shall be sole responsible for the use and back up of these personal Ids. The Client shall assume sole responsibility for access by its staff, through any device, to the Services.

Unless otherwise specified in the Order, the installation, configuration and implementation of the Services will be made by the Client under its exclusive responsibility.

Supply of Services is limited to a remote access, without any installation on the computer system of the client or the any User's computer.

Using the Services requires access by the Client to a telecommunications network. This service is not included in the Service and will be provided by a telecom operator chosen by the Client, under its sole responsibility. The Client will deal personally, and at its own costs, with the implementation, maintenance and interconnection of the various components of the configuration and the means of telecommunications necessary to have access to the Services.

The installation and the first use of the Services by the Client implies full acceptance and acknowledgement of the Services' compliance with the specifications set forth in the documentation.

6. RIGHTS GRANTED

6.1 ULEX grants to the Client a non-exclusive, non-transferable, license to :

- Use the Services, for the Client's internal needs
- Integrate the Application in another software solution, for resale to the Client's own customer or
- Use the Services, in order to provide services to third parties.

6.2 Unless otherwise provided in the Order, the Services are provided for:

- A limited number of channels (ports) specified in the Order (for "Cloud API"), and/or
- A limited number of requests by month, as specified in the Order (for "Cloud API"), and/or
- A limited configuration of the virtual machine, (for "Cloud Hosting") as specified in the Order,

or a combination of two or more of the items above.

The Client undertakes that the maximum number of channels used or requests sent shall not exceed the number of channels or requests it has paid for, under this Contract, from time to time. Any modification of one if these items shall impact the Services fees, as explained in Section 10.

6.3 The Services are provided for the limited number of “channels” (or “ports”) and, if applicable, for the limited features of the Application, indicated in the Order.

6.4 Except as otherwise provided herein, the Client shall not: (i) translate, adapt, modify, change, arrange the Application with the purpose of creating and/or marketing new or derivative functions and/or derivative Application or a new Application (ii) copy the Application except for backup and archival purposes; (iii) use the Application except as is contemplated by the end user manual documentation; (iv) reverse engineer, create derivative works based on the Application, decompile or disassemble the Application (except to the extent applicable law overrides); (v) use the Application, except as authorized herein; (vi) represent, distribute or market the Application for free or for valuable consideration; (vii) remove any proprietary notice, labels, or marks on the Application, documentation, and containers.

The Client shall take all reasonable precautions to prevent third parties from using the Application or any part thereof in any way that would constitute a breach of these General Conditions.

6.5 The Client shall have no rights with respect to the Application or Documentation except as expressly set forth herein. All rights relating to the Application and Documentation that are not expressly granted hereunder to the Client are reserved and retained by ULEX.

In particular, the Client shall not:

- access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- use the services and/or documentation to provide services to third parties; or
- attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under Section 6.

The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the services and/or the documentation and, in the event of any such unauthorised access or use, promptly notify ULEX.

The rights provided under this clause 6 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

7. CLIENT'S OBLIGATIONS

The Client shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit contents;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- causes damage or injury to any person or property;

ULEX reserves the right, without liability to the customer, to disable the Client's access to the Services in case of breach of the provisions of this clause.

8. AUDIT

During the term of the Contract and one (1) year after its expiration or termination, ULEX may inspect and audit and/or may engage an independent third party to inspect and audit, at any time during normal business hours, the Client's performance of its obligations under the Contract.

ULEX shall provide the Client with reasonable notice, not less than five (5) working days in advance, of such audit, which shall be made at ULEX's expenses.

The sole purpose of such audit shall be to verify the compliance of the Client's use of the Services with the rights granted under the Contract.

If such audit reveals that the Client has underpaid Service Fees to ULEX, the Client shall pay to the ULEX an amount equal to such underpayment as calculated in accordance with ULEX's price list on the date of the relevant audit.

9. SUPPORT SERVICES

In addition to giving access to the Application, the following Support Services shall be supplied by ULEX:

- Corrective Maintenance
- On-Going Maintenance
- User Assistance

9.1 Corrective Maintenance

9.1.1.1 Classification of Errors

Errors are classified into two severity classes, as follows:

- "Serious Error" means an Error that renders the Application inoperative or materially affects the performance of critical functions of the Application.
- "Minor Error" means an Error that does not materially affect the performance of critical functions of the Application.

9.1.1.2 ULEX Obligations

Subject to Sections 8.1.14 and 8.1.1.5, ULEX will have the following obligations with respect to Errors:

- **Serious Errors** : ULEX will promptly confirm receipt of Client's notification and use commercially reasonable efforts to develop and provide an Error Correction to Client.
- **Minor Errors** : ULEX will promptly confirm receipt of Client's notification and use commercially reasonable efforts to provide an Error Correction in the next Update.

ULEX shall not be responsible for any delay attributable to Client or in the event an Error is not reproducible.

9.1.1.3 Updates

Furthermore, ULEX will provide Client with Updates if, as and when ULEX makes any such Updates generally available.

9.1.1.4 Conditions

ULEX' obligations under Corrective Maintenance are conditioned upon the following:

- Client makes reasonable efforts to solve the reported Error after consulting with ULEX;
- Client provides ULEX with sufficient information and resources to correct the reported Error either at ULEX's Client support center or via dial-up access at Client's site, as well as access to the personnel, hardware and any additional software involved in discovering or analyzing the Error;
- Client procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Application; and
- Client has paid all Services fees when due, and is otherwise in compliance with the terms and conditions of the Contract.

Client has not refused implementation of the last Updates and Versions of the Application

9.1.1.5 Exclusions

ULEX shall have no obligations under Corrective Maintenance in connection with any Errors caused by:

- Client's negligence or other causes beyond the reasonable control of ULEX.
- interconnection of the Services with other software products not supplied by ULEX;
- use of the Services on an inappropriate Configuration
- third party components, whether proprietary or open source.

Any intervention by ULEX for a non-supported Error shall be invoiced to the Client, on ULEX's current hourly rate at the date of the intervention.

Client may subscribe to specific and additional Support Services, on specific quote by ULEX.

9.2 On-Going Software Maintenance

ULEX will regularly update the Application and deliver New Versions, so that the Services integrate new functionalities and enhancements. Each new Version will be accompanied by additional documentation or detailed technical procedure on the new settings to implement.

In case the Client would like to develop, or have developed and implement, a new functionality of the Application, which would not be included in a New Version, such development shall be made, independently of the Contract, on ULEX's quotation.

9.3 User Assistance

ULEX will provide to Client all necessary assistance with the installation and use of the Application, including Updates and New Releases, in the following conditions.

The Client may send an email to Customer Support Center support@ulex.fr during Business Hours: Monday to Friday from 09:00 a.m. to 12:00 p.m. and 2:00 p.m. to 6:00 p.m., or request assistance via instant messaging (chat).

Assistance is limited to 3 requests per day, with a combined average treatment duration can not exceed 30 minutes per day. If this threshold is exceeded, ULEX reserves the right to charge for the time spent in the assistance of the user, based on an hourly rate of 100 €. This invoice will be possible only if ULEX has previously informed the client achieve that threshold and billing related thereto.

This threshold does not apply to calls or requests for minor or major abnormalities covered by corrective maintenance.

Alternatively to the above billing, the Client may, once informed of the threshold reached, choose to follow a specific training, proposed by ULEX, and upon quotation. As a last resort, if ULEX deems it necessary, assistance may be made by telephone, or on site.

Travel and, if applicable, accommodation expenses shall be charged to the Client, for any intervention on Client's site.

10. PRICES– PAYMENT CONDITIONS

10.1 In consideration for the Services performed by ULEX, the Client shall pay Service fees as set forth in the Quote.

10.2 Service fees are set as followed:

- For "Cloud API": fees are set for the number of channels or requests set forth in the Order. Any request of the Client for additional channels or requests shall result in an increase in the annual Service fees, on a prorata temporis basis up the term of the Contract.
- For "Cloud Hosting": fees are set according to a fixed memory capacity of the virtual machine. Any request of the Client for an increase in the memory capacity shall result in an increase in the Service fees, on a prorata temporis basis up the term of the Contract.

Service fees may be revised at any time by ULEX, provided that it notifies the Client of such revision, with at least thirty (30) days written notice. Unless the Client decides to terminate the Contract, in the written form specified in Section 3.2, within 30 days of such notice, the revised prices shall apply to the Contract, upon expiration of the said period.

10.3 Unless otherwise specified in the Quote, the Client shall pay within thirty (30) days from the invoice date, by check or bank transfer, net and without discount.

10.4 Should the Client be delinquent in payment of any sum, all sums owed will become immediately payable as of right without serving formal notice. Past-due payments shall accrue automatically, without any notice, an interest equal to 12 % per year. In addition, if late payment exceeds thirty (30) days, ULEX may suspend the Services without further notice. This suspension may not be considered as a

termination of the Contract shall not entitle the Client to any compensation. Furthermore, in accordance with Sections L.441-3 et L.441-6 of the Code Commerce, in case of delayed payment, ULEX will claim the payment of a minimal fixed allowance amount of 40 euros for recovery costs without prejudice of any other claim or remedy, if the actual costs override the minimal fixed allowance.

11. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

11.1 ULEX shall retain all title and intellectual property rights in the Services. The license granted to the Client by ULEX shall not result in any assignment of intellectual property rights to the Client. Consequently, the Client shall not infringe, directly or indirectly, ULEX's intellectual property rights

11.2 If any third party claims or asserts in any suit, that Client's permitted use of the Application or the Services infringes or violates any intellectual property right, ULEX shall, at its own expense, defend such action and indemnify and hold harmless the Client from and against any award of damages in favor of the third party arising therefrom or caused thereby, within the limits set forth in the "Liability" Section, provided that :

- (i) The Client is notified promptly in writing of any claim.
- (ii) ULEX is given full authority to control the defense, the costs and settlement of the claim.
- (iii) The Client provides all available information and assistance regarding such claim.

11.3 If any portion of the Services becomes, or in ULEX's opinion is likely to become, the subject of a claim of infringement, ULEX may, at its expense, and its sole option, (i) procure for the Client the right to use the Services, or applicable portion thereof; (ii) modify the same so that it is no longer infringing, but still substantially conforms to the Documentation; or (iii) terminate the Contract entirely, and as ULEX's sole liability and Client's sole remedy for such termination, refund to Client the Service fees actually paid by Client for the last twelve months preceding such termination. Such remedy shall not be exercised by the Client, in addition to the any other claim for damages. In any event, ULEX's liability in case of violation of the "Infringement" provisions shall be limited as set forth in Section "Liability".

11.4 The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to (i) a modification of the Services by anyone other than ULEX or its duly authorized agents; (ii) the incorporation into the Services of any information provided by or requested by or on behalf of the Client; (iii) a combination of the Services with any other software or equipment where the infringement or misappropriation would not exist without such combination.

10. WARRANTY

ULEX warrants that the Services shall comply with the specifications as described in the Documentation, if properly used on the appropriate Configuration. ULEX does not warrant that the operation of the Services will be uninterrupted or error free and that all Errors will be corrected. ULEX does not warrant that the Services will fit with specific needs of the Client.

Any request for Error Correction shall be treated within the conditions set forth in the "Corrective Maintenance" Section.

ULEX HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE.

11. CONTINUITY AND QUALITY OF THE SERVICES

ULEX warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services

ULEX shall implement the means necessary to obtain 99% availability of the Services. This availability rate is measured per year, from Monday to Friday 24/24 (excluding public holidays in France)

This rate represents an unavailability of 8 hours for an annual period, ie xxx minutes for a monthly period.

It is expressly agreed that ULEX shall not be liable for unavailability resulting from:

- network disruptions,
- computing disaster at ULEX's or its subcontractor's facilities,
- interruption of hosting services provided by ULEX's own provider,
- operation, installation, or default from a third party component,
- the fluctuations of the bandwidth and the uncertainties due to the internet provider,
- the interruption by a court or judicial or governmental authority of competent jurisdiction,
- any case of force majeure, as specified under Section "Force Majeure".

ULEX shall only be liable in case of unavailability due to its own performance of the Services, namely:

- a bug or error affecting the Application, or its performance,
- its own hosting services, in case the Services unavailable are hosted on ULEX's equipment,

moreover, ULEX may suspend access to the Services for operations of major security maintenance in order to ensure the efficient operation of the Services. Such operations shall be planned and ULEX will inform in advance the Client by email with reasonable notice and indicate the nature and duration of such intervention. In such a case, ULEX shall make reasonable efforts to provide the Client with a back-up solution, which shall enable the Client to use and access the Services, but which may however be of impaired quality or not updated. When exceptional technical circumstances jeopardize logical servers or hosting infrastructure, such maintenance operations can be made under the same conditions without notice.

Any unavailability resulting from operations of upgrading or corrective maintenance of the Services shall not be accounted for in the availability rate set forth above.

In case the unavailability period set forth above were exceeded, and ULEX were liable for such unavailability, ULEX shall refund the Client with its monthly fee, as a pro rata of the exceeding unavailability on the said period.

Such refund shall be in any case capped to one month subscription fee, In any case, ULEX's liability shall not exceed the general cap of liability set forth in section "Liability". The Client waives all other remedies against ULEX, for any breach of ULEX's obligations under this Section.

12. LIABILITY

12.1 It is expressly agreed by the parties that the Client shall do all reasonable efforts to meet its obligations. Consequently ULEX shall only be liable for a default evidenced by the Client.

In any case, the operation of the Services is under the sole liability, management and control of the Client. Any use of the results obtained through the operation of the Services shall be under the sole control and liability of the Client.

ULEX is not liable for the content of information posted or collected through the Services, for their use and updating.

ULEX shall never be liable for claim or action instituted by any third party, in particular arising from the posting of information, pictures, sound, text, videos collected and hosted within the use of Services and that may violate laws and regulations and more particularly privacy law. In such case the Client shall indemnify and hold harmless ULEX from any damages resulting from a third party claim. In the event that unlawful content or content violating applicable laws likely to incur criminal or civil law and/or that may infringe third parties' right, ULEX reserves its rights to suspend the supply of the Services immediately and without notice and to terminate this Agreement without prejudice of compensation that ULEX may claim.

12.2 EXCEPT IN CASE OF WILFULL MISCONDUCT, OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, LOSS OF GOODWILL, LOSS OF PROFITS, DAMAGE TO BRAND IMAGE ARISING FROM THE OPERATION OF THE APPLICATION OR FROM THE INCAPACITY TO OPERATE THE APPLICATION OR FROM THE USE OF RESULTS OBTAINED BY THE APPLICATION. ALL ACTIONS OR CLAIMS INSTITUTED OR FILED AGAINST THE CLIENT BY A THIRD PARTY CONSTITUTE INDIRECT DAMAGES.

12.3 Notwithstanding the foregoing, it is expressly agreed between the parties that ULEX's liability, in case of a default evidenced by the Client, shall not exceed the sums paid by the Client under the Contract during the twelve months prior the occurrence of the damage.

12.4 This Section shall apply to any liability arising from the Contract, including an alleged infringement of Third Party Rights, as provided in Section "Infringement".

13. DATA OWNERSHIP AND HOSTING

All data and information related to the supply of Services, including the technical information and business details of the Client, used by ULEX to perform the Services (hereafter: "the Data"), are and remain the exclusive ownership of the Client. ULEX shall not disclose such Data to any third party except if decided by a court or judicial or governmental authority of competent jurisdiction. ULEX undertakes to take all technical measures in order to ensure safety of the Data and to protect them against

accidental or illicit destruction, accidental loss, alteration, disclosure or unauthorized access, against any other unlawful forms of processing or communication to unauthorized persons.

However, the Client shall take all necessary steps to prevent any damages to the files, data, documents or any other elements disclosed in the course of the use of the Services. The Customer shall take all steps to back up such Data. ULEX shall take all security measures to protect its servers against Customer's data contamination and malicious intrusions of third parties.

Within forty-five (45) days of the termination of the Contract, the Client's Data shall be deleted and erased definitively from ULEX servers, and the Client shall no longer have access to it. Consequently, it is the Client's responsibility to back-up the aforementioned Data before their deletion.

14. PERSONAL DATA

If the Data collected for the purposes of the use of the Services contains personal contents, or may be qualified as personal data, under applicable law, the Client warrants that it collected and transmitted such Data in accordance with its legal obligations under the Data Protection Act of 6 January 1978 and that it informed the individuals concerned by the use of the aforesaid contents. In this respect, the Client agrees to hold harmless ULEX against any claim, demand or cause of action from a natural person whose personal data might be hosted by ULEX or its subcontractors.

15. SUB CONTRACTING

ULEX may subcontract totally or partially the supply of Services to any third party of its choice. However ULEX shall remain fully liable towards the Client for its obligations under the Contract.

16. CONFIDENTIALITY

Each party shall not disclose to any third party the confidential information ("Confidential Information") disclosed by the other party, and shall use the Confidential Information solely for the performance of this Contract in accordance with its terms and shall apply all security measures to prevent unauthorized disclosure of the Confidential Information.

The following are to be considered as Confidential Information

- information disclosed by one party to the other in writing when such document is marked "confidential"
- all strategic information, marketing information, technical information, trade secrets, list of customers, list of installed products, list of potential customers, requirements regarding future developments, and all confidential or commercially sensitive information even when not disclosed in writing or not marked "confidential".

Such obligation of confidentiality shall continue for a period of 10 (ten) years the termination of the present Agreement.

Confidential information shall not include information which :

- is known to the receiving party from third party sources prior to disclosure by the other party, or
- enter the public domain through no fault of the receiving party, or
- is independently conceived by the receiving party.

17. FORCE MAJEURE

The Parties shall not be liable to each other for a delayed or lack of performance of their obligations to the extent that their obligations are in whole or in part subject to force majeure as usually retained by the decisions of the French Courts.

Such events shall include, regardless of their legal qualification as force majeure under applicable law: strikes affecting one Party's staff, or a Party's power or communication provider, a power supply stop (such as electricity), a civil or foreign war , riots or popular movements , attacks , losses of Internet connectivity due to public and private operators whose ULEX depends.

Events of force majeure shall suspend the performance of this Agreement. However if the case of force majeure extends for a period longer than sixty (60) consecutive days, this Agreement shall be terminated automatically with a seven (7) days prior written notice given by registered letter with return receipt.

18. COMMERCIAL REFERENCE

Unless otherwise specified in the Order, the Client authorizes ULEX to use its trade name and the purpose of this Contract as commercial references.

19. NO WAIVER

Any one or more failure by either party to enforce any provision of these General Terms and Conditions or to exercise any right shall in no way constitute a waiver of such right or remedy on any future occasion.

20. ASSIGNMENT

The Client may not assign or transfer, directly or indirectly in any manner, any of the rights or responsibilities set forth herein, without ULEX's prior written consent ULEX may, at any time, assign or transfer any of the rights or responsibilities set forth herein, provided that the Client is informed of such assignment.

21. DISPUTE RESOLUTION, CONTROLLING LAW, JURISDICTION

These General Terms and Conditions will be governed by and interpreted in accordance with the laws of France

FOR ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THESE GENERAL TERMS AND CONDITIONS, OR THE VALIDITY, INTERPRETATION, BREACH, VIOLATION, OR TERMINATION THEREOF, THE COMMERCIAL COURTS OF GRENOBLE (FRANCE) SHALL HAVE EXCLUSIVE JURISDICTION, IF THE PARTIES FAILED TO REACH AN AMICABLE SETTLEMENT, NOTWITHSTANDING THE CASE OF PLURALITY OF DEFENDANTS, OR EMERGENCY PROCEDURE.

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