

ARTICLE 1 – SUBJECT

These General Terms and Conditions of Sale and Services (hereinafter “**TOSS**”) define the methods for sale of Products (as defined hereinafter) and the provision of Services (as defined hereinafter) carried out by KERLINK (hereinafter “**KERLINK**”), for its professional clients (hereinafter the “**Client**”). KERLINK and the Client are hereinafter named collectively or individually, the “**Parties**” or the “**Party**”.

ARTICLE 2 – ORDERS

2.1 BY PLACING AN ORDER WITH KERLINK FOR THE USE OF ITS SERVICES AND/OR PURCHASE OF PRODUCTS, THE CLIENT UNRESERVEDLY ACCEPTS THE TOSS AND EXPRESSLY RENOUNCES ITS OWN GENERAL TERMS AND CONDITIONS OF PURCHASE OR ANY OTHER PRE-EXISTING DOCUMENT OR COMMUNICATION RELATING TO THE ORDER WHICH IS NOT FORMALISED BY A WRITTEN AMENDMENT SIGNED BY THE TWO PARTIES.

KERLINK reserves the right to change, at any time, the TOSS which will apply to any new Commercial Offer, even relating to a previous Order. KERLINK THEREFORE INVITES THE CLIENT TO READ THE TOSS WHENEVER A COMMERCIAL OFFER AND/OR AN ORDER RECEIPT ACKNOWLEDGEMENT IS RECEIVED.

KERLINK reserves the right to refuse any request for a Commercial Offer (as defined hereinafter) from a Client which has not carried out the obligations for which it was responsible in terms of a previous Order, in particular payment of the Price (as defined hereinafter) of the latter.

2.2 As the case may be, KERLINK will send to the Client a technical and commercial offer detailing the services (hereinafter the “**TCO**”) based on the Client’s specifications (hereinafter the “**Specifications**”).

KERLINK will send to the Client either a TCO containing a commercial offer, a commercial offer, or a contractual proposal, accompanied by the TOSS (hereinafter, whatever the case, the “**Commercial Offer**”).

2.3 The Client will return the Commercial Offer bearing the note “Approved for Order” (hereinafter the “**Order**”) duly initialled, dated and signed, within the duration of validity mentioned on it.

The Client may also return its own order form mentioning the reference of the Commercial Offer (hereinafter the “**Order Form**”). In this case the Client acknowledges and accepts without reserve that if there are contradictions between the terms of the Order Form and the Commercial Offer, the terms of the latter will prevail.

Unless otherwise mentioned in the Commercial Offer, any Order must be accompanied by the payment of a deposit of 30% (thirty percent) of the Price excluding taxes (hereinafter the “**Deposit**”) payable on receipt of the Deposit invoice and triggering the execution of the Order by KERLINK.

2.4 An Order is deemed valid and accepted by the Client, after KERLINK has received the items mentioned in **Article 2.3** and the actual collection of the Deposit, without which the Order will not be executed.

On receipt of the abovementioned items KERLINK will send to the Client an acknowledgement of receipt summarising the Order, mentioning the estimated Delivery date (as defined hereinafter) and constituting acceptance of the Order by KERLINK (hereinafter the “**Order Receipt Acknowledgement**”).

2.5 The documentation relating to the ordered Products and/or Software (as defined hereinafter) and/or specifically mentioned in the latter (hereinafter the “**Documentation**”) is electronically conveyed to the Client via the KERLINK wiki, to which the Client has personalised access.

ARTICLE 3 – PRICES

Unit prices, instalment(s) and eventual discounts related to the Order shall be as provided by KERLINK to the Client in the Commercial Offer in Euros excluding taxes or charges (hereinafter, the “**Price**”).

ARTICLE 4 – PAYMENT TERMS

4.1 Invoices are sent to the Client by any possible means (electronic or postal) and must be paid not later than thirty (30) days after the invoice date, to the exception of the Deposit invoice which is payable upon reception. No discount is allowed for early payment unless otherwise stated in the Commercial Offer.

By exception to the above, if the outstanding debt of the Client is above risk coverage amount, KERLINK may request full and effective payment before execution of the Order.

4.2 In case of non-payment on due date, KERLINK is expressly allowed by the Client to suspend its performance of the Order until full payment of the corresponding Price.

4.3 Any invoices not paid when they reach their due date shall accrue interest based on a rate equal to three (3) times the current statutory base rate, plus five (5) percentage points, starting from the date when the invoice becomes due and without notification.

In accordance with the provisions of articles L.441-3 and L.441-6 of French Commercial Law, any late payment shall require, as of right, the payment by the professional debtor of a fixed fee to cover the costs of recovering the debt of forty (40) euros. Notwithstanding the above, the value of this fee shall be increased up to the value of the actual cost of recovery, subject to justification, if these costs exceed forty (40) euros.

4.4 Non-payment of an invoice on the due date will carry an event of default and render any debt claimable by KERLINK, even if not yet due. In the event of non-payment the sums recovered by litigation will be increased by damages set at one and a half percent (1.5%) of their amount plus default interest.

ARTICLE 5 – TERMS OF SALES AND SERVICES

5.1 In the conditions provided for in the Commercial Offer, KERLINK proposes to its Clients:

- The sale of hardware communications solutions for the Internet of Things (hereinafter “**IoT**”) as referenced in its catalogue (hereinafter “**Hardware Range**”), including corresponding range Operating

Software (as defined hereinafter) (hereinafter the “**Range Software**”), (together hereinafter “**Range Products**”);

- The sale of bespoke products and associated Operating Software, developed in compliance with a Commercial Offer, on the basis of Specifications and/or Range Products (hereinafter “**Specific Products**”);

- The performance of services, particularly (i) device management and network management services in the form of a user licence for KERLINK solutions (ii) hosting and (iii) support (technical after-sales service, training, etc.) (hereinafter “**Range Services**”);

- The carrying out of any development and/or any service provision on the basis of a specific demand from the Client, in compliance with the description in the Commercial Offer (hereinafter “**Specific Services**”).

The Range Services and Specific Services will be named together as “**Services**”. The Range Products and Specific Products will be named together as “**Products**”. The Operating Software relating to the Products, the software made available to the Client in the context of a Range Service or a Specific Service and any software developed in the context of Specific Services will be named together as “**Software**”.

5.2 KERLINK undertakes to fulfil its obligations incumbent upon the Order by applying a level of care consistent with that performed within its industry and in compliance with good current professional working practices at the time of issuance of the Commercial Offer in compliance with the latter.

5.3 The Client undertakes to cooperate actively and loyally with KERLINK for the execution of the Services and/or Delivery (as defined hereinafter) of the ordered Products and/or Software, in order to enable KERLINK to adhere to its obligations, particularly the estimated lead times in the Commercial Offer and/or the Order Receipt Acknowledgement, and in particular to provide KERLINK with all the information, documents, equipment, etc. necessary for the execution of the Order in due time

ARTICLE 6 – INTELLECTUAL PROPERTY

6.1 Prior rights and other rights

Unless otherwise provided for in the Commercial Offer KERLINK has or is invested with all the intellectual property rights (hereinafter the “**IPR**”) and know-how relating to the Products, Services and Software.

The Order itself does not constitute a transfer, or any restriction whatsoever, of the IPR and/or know-how held by KERLINK.

Unless otherwise provided for in the Commercial Offer the Client acknowledges and accepts that it will not acquire or be invested with all or part of any IPR on the Products, Services and/or Software. Consequently the Client acknowledges and accepts that, apart from the rights granted in the End User Licences Agreement (as defined hereinafter), the End Users (as defined hereinafter) will not acquire or be

invested with any IPR concerning the Products, Services and/or Software.

6.2 Respect for KERLINK's rights

The Client agrees not to affect adversely the Products, Software, deliverables resulting from the Services, the IPR, know-how, image and/or reputation of KERLINK.

Consequently, subject to applicable legislation, the Client may not, in any circumstances apart from the compliant use of Products, deliverables resulting from the Services and/or Software with the TOSS and Commercial Offer for its own use, reproduce, represent, change, transmit, publish, adapt, use, etc. in any way whatsoever, on any media and by any means whatsoever, the Products, deliverables resulting from the Services and/or Software without the express, prior written authorisation of KERLINK.

In particular, the Client undertakes not to carry out any reverse engineering to reconstitute or attempt to reconstitute all or part of the Products and/or Software for a purpose not expressly authorised by the law and/or the Commercial Offer.

The Client undertakes not to withdraw, alter, change, hide and/or adversely affect in any way whatsoever, in whole or in part, the property marks and distinctive signs (whether protected by IPR or not) belonging to KERLINK or a third party, affixed and/or incorporated by whatever means and/or technique on, and/or into, the Products and/or Software and/or deliverables resulting from the Services. Unless otherwise provided for in the Commercial Offer the Client is not permitted to affix its distinctive signs in any way whatsoever on, and/or in, the Products and/or Software and/or deliverables resulting from the Services. The Client agrees to guarantee KERLINK against any damage and/or demand of any nature whatsoever, due to the Client's violation of its commitments under this paragraph.

6.3 IPR infringement claim from third party

In the event of a claim by a third party concerning infringement by the Products, Services and/or Software of an IPR protected in France, the Client undertakes to initiate any claims in this respect directly and immediately with KERLINK.

In this case the Client is expressly informed and accepts that KERLINK may, of its choice and at its expense, either replace or change the entirety or any part of the Products, Services and/or Software, or do its best commercial efforts to obtain a right of use for the Client, as long as the following conditions are met:

- The Client has accepted and performed all of its obligations on that date under the TOSS and Commercial Offer;
- The Claim was brought by third-party before a competent court;
- KERLINK is given sole authority to defend or settle such Claim, and that the Client loyally works with KERLINK providing all the elements, information and support necessary to carry out its defence.

Should none of these measures be reasonably feasible, KERLINK could (i) unilaterally decide to reimburse the Client the Price excluding taxes paid by the latter for the Product, Service and/or Software in question, or (ii) cancel the User Licence (as defined

hereinafter) granted for one or more potentially infringing Software and reimburse the Client the price excluding taxes paid by the latter for the User Licence concerned, during the six (6) months preceding the notification by the Client to KERLINK of the occurrence of the event giving rise to the dispute.

Any guarantee from KERLINK concerning this Article is subject to the provisions of **Articles 10.3, 10.4 and 11** of these TOSS.

The provisions of this article define all KERLINK's obligations with regard to infringement of third party's IPR resulting from the use of the Product, Service and/or Software, what is expressly accepted by the Client.

6.4 Open-source licences

The Software may incorporate open-source technologies. The rights conceded for these technologies are conditional on respecting various rights and obligations stated under applicable open source licences which are imposed on the Client, and conveyed to the Client within the Documentation.

ARTICLE 7 – LICENCES

7.1 Software User Licences

Unless otherwise provided for in the Commercial Offer, subject to complete payment of the sums due in this respect and strict adherence to the TOSS and the terms of the Commercial Offer, KERLINK grants to the Client, which accepts, a personal user licence, not transferable and non-exclusive, for Software in binary form designated in the Order, for the entire world (solely in the case of an Operating Software licence linked to a Product) (hereinafter "**Operating Software**"), apart from licences for Software *per se* (i.e. in the context of a Service, without Product purchase) for which the territory of the licence is demarcated in the Commercial Offer, for the uses indicated in the Order (hereinafter "**User Licences**").

7.2 Duration of User Licences

User Licences are granted for a duration indicated in the Commercial Offer, apart from Operating Software User Licences which are granted for the entire duration of use of the Products in which the Operating Software is embedded, subject to contrary mention in the Commercial Offer, and the adherence by the Client to the terms of the said User Licences, the TOSS and effective payment of the Price.

7.3 End User Licence Agreement

Within the limit of the rights granted to the Client if applicable the clients of the Client, acquirers of Products (hereinafter "**End Users**") are granted by KERLINK a user licence (EULA) for Operating Software, the terms for which are available on the website www.kerlink.fr, under "EULA", without them having the option to grant sub-licences (hereinafter "**End User Licences Agreement**"). The Client undertakes that the End Users will read, and agree to adhere to, the terms of the End User Licence Agreement before any use of the Products.

ARTICLE 8 – TRANSFER OF RISKS – DELIVERY

8.1 The risks associated with the loss and deterioration of the Product are transferred to the Client as soon as the Product leaves KERLINK's premises or the premises of its services providers in charge of production established within the European

union, with the Client then liable for all risks during transit and enabled, if an incident occurs, to make any claims necessary against the carrier under the terms and conditions of article L.133-4 of French Commercial Law.

As an exception to the above the Parties could, at the time of the Order, agree a place for KERLINK to make the Products available outside the European Union if the Client and the KERLINK service provider are not established within the European Union.

8.2 Unless particular conditions in the Commercial Offer, the Product is delivered "Ex Works" premises mentioned under **Article 8.1** (Incoterms 2010-International Chamber of Commerce).

8.3 By express agreement between the Parties, the Products and/or Software are deemed delivered (hereinafter "**Delivery**"), depending on the case, when:

- Products are made available to the Client in the premises cited in **Article 8.1**. In these circumstances KERLINK will inform the Client that the Products are available with two (2) working days' notice. The Client has a period of ten (10) working days to collect them

- Software is made available on any suitable medium and/or by electronic means by sending the Client all useful information for exercising the rights granted to it in terms of the Order.

8.4 The Client accepts that purely and simply signing the Delivery note for the carrier (hereinafter the "**Delivery Note**") is tantamount to unreserved acceptance of the Products. The Client agrees to carry out a compliance check and to return to KERLINK a Software acceptance sign-off (except for Range Software) in the eight (8) days following Delivery and/or in the conditions provided for in the Commercial Offer (hereinafter "Acceptance Sign-off"), mentioning either unreserved and irrevocable acceptance of the Software or the disputes/reservations the Client has, with regard to the compliance of the ordered Software. Failure to do so within the aforementioned periods, disputes/reservations initiated by the Client will be unopposable to KERLINK and the Delivery will be deemed irrevocably accepted without reservation.

In accordance with the terms of the Commercial Offer the Delivery of Products and/or Software may take place in several stages. Each of the stages of a Delivery will give rise to the sending of a Delivery Note and/or the drawing up of an Acceptance Sign-Off in the conditions set out in the previous paragraph.

ARTICLE 9 – RETENTION OF TITLE

9.1 Subject to full compliance by the Company to its obligations under the TOSS and the Order, it is expressly agreed by the Parties that title to the Products shall not pass to the Client until (i) KERLINK has received full payment of the Prices, even when payment terms have been granted, and (ii) full compliance by the Client with its obligations under the Order and the TOSS.

9.2 The Client undertakes not to adversely affect and/or dispose of any Products and/or Software as the case may be, until full payment of the Price to KERLINK.

9.3 The Client undertakes to oppose to any third party KERLINK's retention right in all circumstances, including in case of seizure or bankruptcy proceedings.

ARTICLE 10 – WARRANTIES

10.1 Products warranty

This warranty covers every lack of conformity or hidden defect with regard to the Product, to the exclusion of any other express or tacit warranty.

Subject to applicable regulations, all Products are guaranteed for a period of twelve (12) months from the date of their Delivery (hereafter the "**Product Warranty Period**").

This warranty does not cover wear parts if any.

Should the guarantee be enforced, any Product return is subject to prior approval by KERLINK under an incident ticket opened by the Client, it having been specified that this prior approval does not carry recognition by KERLINK of the defectiveness of the Product in question, and will be returned to KERLINK at the expense and risks of the Client by a carrier chosen by the Client.

KERLINK undertakes to repair or replace, at its sole discretion, any Product under warranty, considered to be defective by KERLINK, as soon as possible. In this case only any replacement Product and/or Product having undergone repairs will be returned to the Client in metropolitan France at the expense of KERLINK. Apart from this case, or in the case of a return outside metropolitan France, all the return transport charges will be at the expense of the Client.

If the Product returned within the scope of the warranty finally proves to be in good operating condition or is excluded from the enforcement of the warranty in application of **Article 10.4**, the intervention services performed by KERLINK on the Product concerned will be invoiced to the Client, in accordance with a Commercial Offer it will have been sent and will have accepted, prior to any intervention by KERLINK.

No extension to the duration of this warranty shall be provided to cover the time for which the Product was not available even in case of replacement of the Product.

At the end of the Product Warranty Period and/or for any Product excluded from the field of this warranty, for which the Client would like a warranty extension, KERLINK will send it a Commercial Offer for warranty extension (warranty extension services agreement), which it will be required to accept before any intervention by KERLINK.

10.2 Software Warranty

Any Software is guaranteed for a period of ninety (90) days from its Delivery date.

The Client will inform KERLINK in the event of a Software failure subsequent to the expiry of the warranty period, which shall propose to the Client a maintenance solution, in particular and without this being an exhaustive list, by the conclusion of a maintenance contract distinct from the Order in question, suitable for the needs of the Client and negotiated in good faith between the Parties.

10.3 Items supplied by the Client

The Client declares it is the holder of or has the necessary rights for performance of an Order concerning the items it has supplied, particularly in the Specifications (taken alone or combined), to KERLINK for the performance of the Order, or that these are free of rights. The Client will be solely responsible for the said items and guarantees KERLINK in this respect. KERLINK will not verify the free availability of the said items or specific demands.

10.4 Common provisions

If the Client wishes to invoke the warranty it shall notify KERLINK of its intention by email to the address support@kerlink.fr, and the latter shall provide the Client with details of the procedure to follow.

In accordance with the applicable regulation, the warranty cannot be enforced if the Client fails to make its payments for the relevant Order according to this TOSS and/or to the Commercial Offer.

Any warranty is excluded in the event of (i) any misuse and/or use non-compliant with the Documentation and/or for the destination of any Product and/or Software and/or deliverable resulting from Services, in particularly including (non-exhaustive list): the use of Software and/or Products in an environment not planned for this purpose (humidity, temperature, etc.), the application of inadequate voltage at the input and/or output of the Products (including in case of lightning), the breakage of a connector, the opening of Products without the prior agreement of KERLINK, the return of a Product in the context of the warranty which has not been sufficiently protected for transport (namely in particular (non-exhaustive list), bare electronic cards should be returned in an antistatic film/pouch and the boxes (including their external connectors) must be sufficiently protected), etc., (ii) use non-compliant with the laws and regulations in force in the countries of use of the Products, Services, and/or Software, (iii) failures and/or damages arising from one or more items supplied by the Client, a third party product and/or software, (iv) combination of any Product and/or Software with another hardware product and/or software whatsoever resulting in the infringement of the rights of a third party and/or malfunctioning and/or non-conformity of the Product and/or Software, (v) intervention of a third party not approved by KERLINK for repairs and/or maintenance, (vi) negligence or lack of maintenance, (vii) breach or alleged breach by a Product and/or Software of patent(s) held by a third party, (viii) change of battery of Products due to normal battery end-of-life under conditions of use compliant with the Documentation, (ix) change of SIM card due to the migration of the Client to a new network telecommunications operator, or (x) force majeure. The Client guarantees KERLINK on demand against any damage and/or request of any nature, to which the latter would be subject consequent to the cases mentioned in Points (i) to (vi) above.

ARTICLE 11 – LIABILITY

11.1 KERLINK undertakes to repair any direct prejudices which the Client may suffer in the event of the non-fulfilment or incorrect fulfilment of the Order due to its actions or to those of one of its employees (not including delivery).

11.2 KERLINK shall not be held liable for indirect and immaterial prejudices (such as loss of business, loss of clientele, loss of opportunity, loss of data, etc.), which is expressly accepted by the Client.

KERLINK's liability is excluded in case of damage arising from one of the vent listed under **Article 10.4 (i) to (x)**.

11.3 The Client acknowledges and accepts that it is solely and fully liable for the use and/or the distribution of Product, Service and/or Software.

If applicable, the Client undertakes to use and/or market the Software, Services and/or Products in accordance with the laws and regulations applicable to such operations, and warrants KERLINK on demand with regards to such obligations.

11.4 In all circumstances, it is expressly agreed by the Parties that, subject to the applicable regulation, the total, for all causes combined, of the compensation, damages and costs of all kinds which may be assumed or paid by KERLINK for the benefit of the Client, subsequent to a definitive decision rendered by a court of competent jurisdiction, cannot exceed an overall maximum amount for all disputes combined whose value is equal to fifty per cent (50%) of the amounts excluding taxes collected by KERLINK under the terms of the disputed Order.

As an exception to the above, regarding Software and/or Services subject to license fees, this amount is equal to one hundred per cent (100%) excluding taxes of the amounts excluding taxes cashed by KERLINK as proportional license fees (to the exclusion of any lump sums paid under the relevant license) during the six (6) months preceding the notification by the Client to KERLINK of the claim giving rise to liability.

11.5 Every action carried out, dispute raised or demand made of any kind by the Client with regard to KERLINK relating to the fulfilment of the Order should be initiated no later than one (1) year from the day the Client knew or should have known the facts which prompts the action, dispute or demand, subject to debarment, and subject to the applicable regulation.

11.6 The provisions herein establish a division of the risks between the Parties. The price reflects this division, and the liability limitation described.

ARTICLE 12 – CONFIDENTIALITY

12.1 The Parties undertake to maintain the confidentiality of all information regardless of their nature, exchanged, collected or arising from the establishment of any Commercial Offer and from performance of any Order (hereinafter, the "**Confidential Information**").

12.2 The obligations on the Parties under the terms of this Article do not apply to Confidential Information with regard to which the receiving Party can prove (non-cumulative exceptions):

- that it has disclosed this information after first obtaining written authorisation from the other Party or that the disclosure was made by the said other Party;
- that this information was in the public domain when it was passed on by the other Party, or that it entered the public domain after being communicated without this receiving Party committing any fault;

- that this information was received lawfully from a third party not subject to any confidentiality obligation;

- that on the date on which this information was communicated by the other Party, it already possessed lawfully this information;

- that the disclosure of this information was ordered pursuant to an imperative legal or regulatory provision, or to a definitive legal decision rendered by a court of competent jurisdiction, or upon executive arbitral definitive decision. The Party which is subject to a disclosure obligation of this kind must, wherever possible, notify the other Party in advance, and, where applicable, request or put the other Party in position to request, the implementation of all the measures or procedures necessary to protect the confidentiality applicable in this instance. In any case, if disclosure is nonetheless lawfully required, the Party required to disclose shall provide its best efforts to disclose only that portion of the Confidential Information which is legally necessary or appropriate to fulfil its obligation.

12.3 Thus, the Parties undertake to, as of the date of the Order, and during the ten (10) years following the end of its performance, for any reason or purpose whatsoever, to disclose, in any form whatsoever, regardless of the ground, whole or part of the Confidential Information.

Each Party undertakes to ensure that its representatives, employees, agents and eventual subcontractors to whom it discloses whole or part of the Confidential Information comply with this confidentiality obligation, and to disclose Confidential Information only on a need-to-know basis to people bound by confidentiality.

ARTICLE 13 – INSURANCE

KERLINK declares that it holds professional civil liability insurance in the context of its business activities in relation to the TOSS with a company known to be solvent, and undertakes to maintain and be able to justify of this insurance cover for the entire duration of the execution of the Order.

ARTICLE 14 – FORCE MAJEURE

14.1 In cases of *force majeure*, as described in the French Civil Code, the obligations on the Parties, under the terms of the Order, shall be suspended for the entire duration of the case of *force majeure* and shall resume when the latter ceases.

If such an event occurs which prevents KERLINK from respecting its commitments, KERLINK undertakes to inform the Client promptly of the occurrence of the event.

14.2 No recourse is possible for the non-fulfilment of Orders attributable to a case of *force majeure*.

14.3 KERLINK and/or the Client may freely cancel all or part of the Order should the case of *force majeure* persist for more than sixty (60) days starting from the first occurrence of the case of *force majeure*, with neither Party able to make any claim for damages.

ARTICLE 15 – DATA PROCESSING

15.1 Pursuant to the provisions of article 32 of French law No. 78-17 of 6 January 1978 on "Information technology, data files and civil liberties" (hereinafter, the "**Data Protection Act**"), the Client is informed that data of a personal nature relating to the Client and

used in the context of the Order, shall be subject to automated processing by KERLINK. Such data may be submitted for statistical analyses performed by KERLINK and reused in the context of prospecting for new business, what is accepted by the Client.

15.2 In accordance with the Data Protection Act, above-mentioned processing have been declared to the French national commission for data protection (*Commission Nationale de l'Informatique et des Libertés*) as compliant with the simplified standard (*norme simplifiée*) No. 48, under reference 1958134 v 0.

15.3 Pursuant to the provisions of articles 38 et seq. of the Data Protection Act, the Client has the right to access and amend the personal data relating to him or her, and may object to the processing on legitimate grounds. In order to exercise these rights, the Client may contact KERLINK through contact details contained herein.

15.4 The Client hereby represents it perfectly knows and respects all of its obligation under any data protection laws applicable to its activities, and warrants KERLINK on first demand with regards to such obligations.

ARTICLE 16 – TERMINATION DUE TO FAILURE

16.1 Without prejudice to the other provisions provided for in the TOSS, every Order may be terminated by either Party in the event of failure by the other Party to comply with any one of its obligations.

16.2 The termination shall automatically take effect thirty (30) days after formal notice is served by registered letter with a request for an acknowledgement of receipt to the defaulting Party, indicating its intention to apply this Article and which does not prompt a resolution, and without prejudice to any damages which the Party which is the victim of the failure may claim as of right.

ARTICLE 17 – SUBCONTRACTING

17.1 KERLINK may, if necessary, subcontract all or some of the performance of the Service to a third party.

17.2 KERLINK shall be fully liable for the work entrusted if necessary to its subcontractors and for complying with French Law No. 75-1334 of 31 December 1975 on subcontracting.

ARTICLE 18 – NO WAIVER

KERLINK's decision not to invoke at any given time any one of the clauses herein cannot be considered as renunciation or waiving of its subsequent right to invoke the same clauses.

ARTICLE 19 – LANGUAGES

The TOSS are drawn up in French. The present translation of the TOSS is for convenience only. In case of contradictions between the English and French version of the TOSS, the terms of the latter shall prevail.

ARTICLE 20 – ELECTION OF DOMICILE – APPLICABLE LAW AND COMPETENT JURISDICTION

20.1 The domicile elected by the Parties shall be their head office.

20.2 The Order and TOSS are exclusively subject to French law. All provisions stated in the Vienna

Convention on the international sale of goods are excluded.

20.3 The Parties hereby undertakes to attempt to resolve any dispute and/or claim pertaining to any Order and the TOSS amicably, by notifying to the other Party its failure by registered mail with acknowledgement of receipt.

20.4 Thirty (30) days as of reception of the notice mentioned in **Article 20.3** without answer from the defaulting Party and/or without possibility to reach amicable agreement, above-mentioned disputes may be submitted by the first Party to take action to competent Court in the jurisdiction of the Superior Court ("*Cour d'appel*") of Rennes, France, unless expressly provided otherwise by applicable law, including in the event of demand in guarantee or multiple defendants.