

General Terms of Use for Applexion's Software and Services

ARTICLE 1 : SCOPE OF THESE GENERAL TERMS OF USE

1.1 These General Terms of Use (the "**GTU**") shall apply to (i) the license and use of the software and algorithms of APPLEXION SAS ("**APPLEXION**") named Perform 4.0, accessible online as a SaaS solution, which provides digital guides for the optimization of the performance of Applexion's chromatography systems (the "**Software**") and to (ii) all services proposed or supplied by APPLEXION in relation with the Software (the "**Service(s)**"). These GTU shall more generally apply to the relationship between APPLEXION and the Users (as defined below). The use of APPLEXION's Services and Software by User's is therefore exclusively subject to the application of the present GTU. The use by any User of APPLEXION's Services and/or Software shall imply full and complete approval of the present GTU by any such User. Each User shall accept and approve these GTU of APPLEXION before the first use of the Services, and hereafter following any change or modification of these GTU. The User (i) acknowledges having read the terms of these GTU and understanding them fully, and (ii) accepts the terms and conditions of the GTU without conditions or limits.

1.2 APPLEXION's License and Subscription Agreement (the "**Agreement**") also apply to the commercial relationship between APPLEXION and his clients (the "**Client(s)**").

1.3 Unless otherwise expressly agreed in writing by APPLEXION, any change brought unilaterally by a User to these GTU shall not bind APPLEXION.

1.4 Specific terms agreed in writing between a Client and APPLEXION which might conflict with the present GTU shall prevail over the corresponding terms of these GTU.

ARTICLE 2 : DEFINITIONS

"**Agreement**" refers collectively to APPLEXION's License and Subscription Agreement to the Software, these GTU and APPLEXION's Commercial Offer subscribed to by the Client, their Appendices, as well as any future amendments related to these documents.

"**Anomaly**" refers to any malfunction (technical or functional defect, bug, design, production, coding error, or any similar issue) affecting all or part of the Software.

"**APPLEXION Intellectual Property Rights**" means all intellectual property rights relating to the Software as well as all Data generated by the Software, algorithms, databases and/or any other element provided or generated by APPLEXION that may be protected by registered or unregistered intellectual property rights, including copyrights, trademarks, designs, know-how, patents, databases, domain names, trade names, or other rights and distinctive signs, if any. Client Data does not constitute an Intellectual Property Right of APPLEXION.

"**Authorized Third Parties**" or "**Users**" means any natural person authorized by the Client to access and use the Software, in accordance with the Agreement. These persons must be employees of the Client or close partners of the Client acting on its behalf. The Client must ensure that the Authorized Third Party has been properly trained before using the Software.

"**Client Data**" means all Data provided, uploaded, transmitted, or integrated by Client or any User into the Software or as part of the Services, including through the Excel spreadsheet templates made available by Applexion, for the use of the Software.

"**Commercial Offer**" means APPLEXION's commercial offer, proposal or pricing brochure, and presenting the Software and various Services offered, their functionalities, technical terms, financial conditions, as well as any additional options or services that may be available to the Client and its Users. The Commercial Offer becomes contractual when it is accepted by the Client.

"**Confidential Information**" means any information of any kind and in any medium, from one Party (the "**Disclosing Party**") disclosed to the other Party (the "**Receiving Party**") in connection with this Agreement or its subject matter (before or after the date of its entry into force, orally, in writing, by electronic means or by any other means, and whether directly or indirectly) that is by its nature confidential and/or that the Receiving Party knows or ought to know is confidential or designated as confidential by the Disclosing Party. This includes: (i) any information relating to Client Data, business strategies and business plans, operations, products, processes, methodologies, projections, know-how, intellectual property rights, trade secrets, market opportunities, providers, clients, marketing activities, sales, software, computer systems, costs and pricing, finances and personnel of the Disclosing Party, and (ii) the terms of the Agreement.

"**Data**" means all information, data, files, tables, and other content, in any form or medium, that is submitted, processed, stored or generated, by or on behalf of Client or a User, in connection with the use of the Software.

"**Data generated by the Software**" means the Data automatically generated by the Software during its operation and use by the Client or by any User, such as performance reports or any other metrics resulting from the processing of the Client Data. The Data generated by the Software is the sole property of APPLEXION and cannot be reversed to the Client at the end of the Agreement.

"**Data Protection Regulations**" or "**Regulations**" refers to the laws and regulations applicable to the protection of personal data and privacy, in particular Regulation (EU) 2016/679 of 27 April 2016 known as the "General Data Protection Regulation" (GDPR) and the Data Protection Act No. 78-17 of 6 January 1978 amended by Law No. 2004-801 of 6 August 2004.

"**Documentation**" means all documents provided by APPLEXION describing the functionality of the Software, its terms of use, and technical requirements, whether in paper or electronic form.

"**Personal Data**" means any information relating to an identified or identifiable natural person, directly or indirectly, within the meaning of the Data Protection Regulations.

"**Maintenance**" means all operations performed by APPLEXION to ensure the proper functioning of the Software in order to keep the Software in working order.

"**Provider**" or "**Service Provider**" means any third-party entity, separate from APPLEXION, that may be involved in the provision, operation, or Maintenance of the Software.

"**Services**" means all services provided by APPLEXION to Client under the Agreement. Services may include (i) the license to use Perform 4.0, (ii) any hosting services, (iii) Support and Maintenance as well as (iv) any services agreed between the Parties in the Commercial Offer.

"Service Level Agreement" or **"SLA"** means APPLEXION's commitments with respect to the performance of the Software.

"Software" means the software solution designed, developed, owned and licensed by APPLEXION, called Perform 4.0, accessible to the Clients and their Users as a SaaS solution, as described in the Agreement and the Commercial Offer, including its components, including the Data generated by the Software, as well as all technical resources and Documentation relating thereto.

"Subscription" refers to the contractual plan subscribed to by the Client, allowing access to the Software in exchange for the payment of a fee defined in the Commercial Offer.

"Support" means paid support provided by APPLEXION in accordance with the terms and conditions set forth in the SLA. Assistance consists of training and assistance in the use of the Software, such as: support for configuration, modification of the Software settings, and assistance with the use of the Data generated by the Software, excluding any Maintenance operation.

ARTICLE 3 : DESCRIPTION OF THE SOFTWARE – ACCESS TO THE SOFTWARE

3.1 APPLEXION has developed a Software technology which has been conceived to provide specific Data analysis and other solutions to analyse performance of chromatography systems and equipment. The use of APPLEXION's Software therefore allows Clients and their Users to analyse and optimize performance of such systems and equipment. The Software offers various functionalities allowing the Client to upload Client Data related to the quality control and operating parameters of its system and to calculate its digital twin. Using this digital twin, the Client has access to a set of parameters and associated performance forecasts for the needs of its activity in different forms adapted to industrial use. Using the Data generated by the Software, the Client can select the best parameters on its machine according to its objectives and any limitations in the operation of the installation. The Software functionalities are described in more details in APPLEXION's Commercial Offer.

3.2 APPLEXION's Services include all services proposed by APPLEXION to his Clients and Users. APPLEXION offers different Services, depending upon the option and offers subscribed and purchased by the Client.

3.3 Access to the Software and Services and technical recommendation: Access to the Software begins after the Software configuration acceptance phase, formalized by the Client's acceptance payment and/ or signature of a Software acceptance report. Users may access the Software only through a web browser and via the digital interface made available by APPLEXION. It is the Clients' and Users' responsibility to have web access and to ensure the compatibility of its technical and IT infrastructure with the Software. The Client is solely responsible for ensuring compliance with the technical prerequisites described in the Commercial Offer to enable access to the Software and ensures in all cases that its hardware or browser version is compatible with the use of the Software. Access to the Software may involve the installation of components on the devices of Authorized Third Parties or on the Client's computer system, allowing an adequate connection. The User undertakes not to remove these elements to continue using the Software until the end of the Agreement, except in the event of a security breach threatening the integrity of the Client's computer system. Before using the Software, the User shall make sure that he has at least (i) an efficient web connexion and (ii) an up-to-date technology and system allowing him to have access to all functionalities of the Software. The Software and Services also require full compatibility to current web navigators, and state of the art IT systems working on up-to-date hardware. The server of the Client shall be stored in an adequate and state-of-the-art place, in full conformity with standards. No claim might be notified by a User to APPLEXION in case of dysfunction of the Software and/or Services should these technical recommendations and requirements not be fully met by the Client and/or the User.

3.4 Data Hosting Configuration: The Software is based on a SaaS architecture requiring the hosting and processing of Data in a secure Cloud environment, provided by the Provider. As such, certain Client Data entered or transmitted in the Software is automatically transmitted and stored in the Cloud to allow the optimal operation of the Software and its functionalities. The User is expressly informed that refusing to transmit its Data to the Cloud technically prevents the use of the Software. Consequently, acceptance of this data transfer to the Cloud is an essential condition of this Agreement, without which Applexion will not be able to guarantee the access, operation, or availability of the Software. The User is informed that the Software is hosted by APPLEXION's Provider, which is a provider of digital platforms and solutions adapted to the operation and use of the Software. In any event, APPLEXION cannot be held liable for issues arising from hosting the Software with the Provider, and in particular for any modification made by the Client, the User and/or the Provider to the computer equipment, or more generally to the Client's IT infrastructure

ARTICLE 4 : SERVICES OPERATION

4.1 User's technical environment : APPLEXION does not warrant any performance of the Software or Services by a User whose system or hardware used to operate the Services and/or the Software, or if the User's technical environment, does not comply with the technical recommendations of APPLEXION (inadequate storage capacity, inadequate network infrastructure, internal deficiencies of the User's hardware, outdated computer systems or outdated hardware or equipment, etc.).

4.2 Any Anomaly, disruption or dysfunction of the Software and/or Services shall be reported in detail and without undue delay by the User to APPLEXION.

4.3 Availability of the Software: The Software is based on technical infrastructures provided by the Provider, in particular for hosting, Data storage and certain processing functionalities. This Provider is selected by APPLEXION for its compliance with security, performance and reliability standards. It has an appropriate Security Assurance Plan, which can be communicated to the Client on request. The User is informed of the technical hazards inherent to the Internet and of the slowdowns or interruptions of access that may result. In addition, the Client and/or the User are solely responsible for the effectiveness of their internet connection. Consequently, APPLEXION cannot guarantee the permanent availability of the Software, which the User acknowledges. APPLEXION cannot be held liable for the unavailability of the Software when it results from Maintenance, a failure by the Client (and/or any User) to comply with its obligations or comply with technical requirements, an act attributable to an unauthorized third party, an act of malice beyond APPLEXION's reasonable control, or a case of force majeure.

ARTICLE 5 : SUSPENSION OF THE SERVICES BY APPLEXION

APPLEXION informs the Users that it reserves his right to suspend the Services at any time (including any Software license), after having informed the Client with a three (3) days prior notice, should the Client fail to pay any amount due to APPLEXION, or should APPLEXION, in its sole judgement, fears a payment default by the Client. In such a case, the User might not have access to the Services or Software during the corresponding period of suspension.

ARTICLE 6 : DURATION OF THE SERVICES

The Services starting date as well as the duration of the Services (and of the Software License) shall be the duration that has been agreed by the Parties in the Agreement. The end of the Services (and of the Software license) shall cause the impossibility for all Users of this Client to continue to access and use the Software and Services as of the date the Services are ending.

ARTICLE 7 : RIGHTS OF APPLEXION

7.1 Control : APPLEXION reserves his right to control all Users' accounts of his Clients. Each User shall provide to APPLEXION all required information relating to his User account on first demand. The Client also undertakes to supply himself to APPLEXION on first demand all required information relating to his Users. APPLEXION reserves his right to suspend definitively any User account for which a fraud or a gross negligence to his contractual duties has been found. APPLEXION will only accept as proof of cyber-attacks on the User's system those attacks which are clearly evidenced by the User. Any breach to these GTU might be followed by a claim or legal suit by APPLEXION against any User, and APPLEXION might ask for an indemnification of its prejudice.

7.2 E-mails of APPLEXION : By accepting these GTU, each User accepts to receive from time-to-time emails sent by APPLEXION on his Email address, such Emails being in relation with the good performance by APPLEXION of the Software and Services.

7.3 Changes to the Software and Services : APPLEXION might have to change or modify the scope or extent of the Services from time to time. In case of changes relating to the required technical environment, the User will be informed thereof at least one month before such changes will become effective. The User is therefore invited to take knowledge of the content of APPLEXION's Emails relating to the Services.

ARTICLE 8 : WARRANTIES OF APPLEXION

8.1 APPLEXION only warrants that it is and remains the sole owner of all rights relating to the Software, including the ownership of the Software components, as well as its trademark and logo, and its computer system. APPLEXION is also the sole holder of the agreements, authorizations or licenses that allow it to integrate and operate the Software for which the Client and its Users would hold a license to use. APPLEXION warrants that it has all intellectual property rights to provide the license of the Software to the Client and its Users.

8.2 The Software relies on simulation algorithms developed by APPLEXION to provide recommendations based on Client Data integrated into the Software. The User expressly acknowledges that these results are not intended to constitute a guarantee of performance, outcome or effectiveness. They depend on many factors beyond APPLEXION's control, including the quality, completeness, and updating of Client Data, as well as the configuration of the settings of the various industrial machines used by the Client and its Users. Accordingly, APPLEXION makes no warranty as to the accuracy, relevance, reliability, or fitness for a particular purpose of the results and Data generated by the Software and shall not be liable for any direct or indirect damages resulting from the use of such Data or results. It is the Client's responsibility to carry out all necessary checks, validations and comparisons before making any decisions based on the results and Data generated by the Software.

8.3 APPLEXION shall have no other liability than the good working order of the Software. APPLEXION gives no other warranty, whether express or implied, in connection with the value of the Software and Services, their fitness to meet the User's or Client's specific needs, or for any other future use by them.

8.4 Any technical advice provided by APPLEXION, before and/or during the use of the Services, whether provided verbally or in writing or by way of trials, is given in good faith but without any warranty on the part of APPLEXION. APPLEXION's advice shall not release the Users from their obligations, including to test the Services supplied by APPLEXION as to their suitability for the intended processes and uses.

8.5 APPLEXION gives no warranty in connection with the technical environment and IT systems used by the Client and his Users. APPLEXION gives no warranty in connection with internal deficiencies and problems of hardware or computer systems used by the User, obsolescence or quality of the system (computer...) used by each User. Further, APPLEXION does not warrant and shall not be held liable for the web environment of each User nor for any of the changes to this web environment (break down of connections, web connection prohibition) or blocking of certain components of the application requiring a web connection.

8.6 In the absence of a written clause to the contrary, all Documentation of APPLEXION or relating to the Software and Services are communicated to the Users for information purpose only and shall not be considered as being contractual or as binding upon APPLEXION.

ARTICLE 9 : CLAIMS – LIABILITY OF APPLEXION

9.1 General exclusion of liability of Applexion: Throughout the duration of the Agreement, each of the Parties shall be liable for the consequences resulting from its faults, errors or omissions, as well as for the faults, errors or omissions of its subcontractors and/or any employees, and causing direct damage to the other Party, regardless of the nature, basis and manner of the action initiated. In no event shall APPLEXION be liable for indirect, incidental, consequential or unforeseeable losses or damages suffered by the User or third parties, including, but not limited to, any interruption of the Software originating from APPLEXION, the Provider or any third party, commercial loss, loss of production, revenue or profit, loss of goodwill, loss of opportunity, cost of obtaining a product or a service in connection with or resulting from the non-performance or defective performance of the Services. APPLEXION cannot be

held responsible for any difficulty related to the User's failure to comply with its obligations, to facts attributable to third parties, in particular the Provider, to a case of force majeure or any other causes beyond its control. As such, APPLEXION cannot be held liable, in particular, (i) for the destruction or deterioration of Data, files or programs belonging to the User, and (ii) for the consequences of the Client's or User's failure to comply with the advice provided by APPLEXION, (iii) any unilateral interruption of the user license rights by the Provider (including Software updates) and, more generally, for any modification or obstruction, whether factual, legal, or otherwise to the rights to use the Software (including any legal act, communication, commercial action resulting from the Provider).

9.2 Applexion's Limitation of Liability: It is agreed that in the event of fault or contractual non-performance directly and exclusively attributable to Applexion, its liability shall in any case be limited to the amount of the fee paid by the Client to Applexion for the Service for the last three (3) months preceding the event giving rise to liability. In addition, a User shall no longer be entitled to make any claim or assert any damages against Applexion and/or Provider after the expiration of twelve (12) months from the event giving rise to liability.

9.3 APPLEXION shall not be held liable for all damages to the goods of the User which could be caused by the Software and/or the Services. Further, APPLEXION shall not be held liable for all data treatment (including personal data) made by the Client and/or the Users.

9.4 Further, APPLEXION shall not be held liable for the decisions that could be taken by the User in connection with the Services or the results of the use of the Services, and potential consequences that may arise from such decisions.

9.5 In any case, the User shall mitigate and limit all his potential or existing damages.

ARTICLE 10 : OBLIGATIONS AND LIABILITIES OF THE USERS

10.1 The User undertakes:

- Not to use any Client Data that infringes the right of a third party,
- To use the Software in accordance with its intended purpose and the Agreement,
- Not to grant any access to the Software to an unauthorized third party,
- Not to modify or adapt the Software.

10.2 Before using the Software and/or Services, each User is responsible and liable to ensure that his technical environment conform to the recommendations of APPLEXION.

10.3 Each « User Account » is unique, personal, et shall not be shared with any third party.

10.4 Each User warrants APPLEXION against any action of third parties relating to the use of the Services. The User shall therefore indemnify and hold APPLEXION harmless of all damages, prejudice, legal costs and expenses or fees, demands, actions or claims resulting from any breach to these GTU.

10.5 Each User shall supply APPLEXION with accurate information and details, in particular regarding his identity and coordinates. Any breach of this obligation shall engage the liability of the User.

10.6 APPLEXION's liability shall not be engaged for any dispute or litigation resulting from the use of the Services or Software between a User or the Client.

10.7 In the event of an action by a third party arising from the User's conduct, the User will hold APPLEXION and/or the Provider harmless from any claim or judgment pursued by a third party based on intellectual property rights or on any other violation of a right (unfair competition action, parasitism in particular), including all damages and miscellaneous costs and expenses of any kind incurred during the dispute.

ARTICLE 11 : SOFTWARE LICENSE

11.1 In connection with the supply of the Services by APPLEXION, APPLEXION grants each User a Software license necessary for the use of the Services (but strictly limited to the use of such Services). This license is including a personal, non-exclusive, non-assignable and non-transferable right for the User to use the Software, limited to the chromatography system identified in the Commercial Offer, in accordance with the Agreement, in its current version and future updates, worldwide due to its online nature, and for the duration of the Agreement and any renewals thereof.

11.2 Such License does not include any transfer of ownership of the Software to the Users. The access to the Software is limited to a use within the scope of the professional needs of the User and in accordance with the terms of this Agreement. This license shall not be deemed to be a sale or transfer of ownership of any intellectual property right to the Users within the meaning of the French Intellectual Property Code. APPLEXION shall at all times be and remain the sole and exclusive owner of the Software and of all documentation, information or know-how in connection thereof, including all information and documentation communicated by APPLEXION to the Users and/or used by APPLEXION for the performance of the Services to the benefit of the Users. All intellectual property rights relating to the Software, know-how or other information or documents communicated by APPLEXION to the Users remain the sole and exclusive property of APPLEXION and will be protected by laws and intellectual property rights.

11.3 The User undertakes not to infringe, directly or indirectly, through third parties, the Intellectual Property Rights of APPLEXION or the Provider. As such, the User shall refrain from proceeding with (i) any temporary or permanent reproduction of all or part of the Services not induced by its configuration (public or private), (ii) any access or attempted access to the APPLEXION Infrastructure not strictly necessary for the operation of the Software, (iii) any decompilation or reverse engineering of the Software, particularly to create a similar service, and (iv) any broadcast, distribution, free or paid distribution of the Software for the benefit of the public or third parties without authorization from APPLEXION.

11.4 Any use of the Software by the User beyond the limits of the agreed License is forbidden. Unless otherwise expressly agreed by APPLEXION (in writing), the User is not authorized to (i) copy the Software, (ii) supply an access to third parties to use the Software, (iii) sub-license or sell the Software. Should a third party use the Software with the help of a User, or due to the negligence of a User, or if such User is responsible for such use, he shall be held jointly liable with this third party, including for the payment of all fees and damages resulting from this unauthorized use of the Software and/or Services.

11.5 APPLEXION might, in case of alleged breach of his obligations by a User, make an audit of the Client and/or of this User in order to verify that they fully comply to all their obligations as foreseen in these GTU.

11.6 APPLEXION might, in case of breach of his obligations by a User, suspend the Client's Software license or Services and/or of this User, at the Client's costs. This shall not release the Client from his obligation to pay any fees due to APPLEXION for the license of the Software or for Services.

ARTICLE 12 : CONFIDENTIALITY - INTELLECTUAL PROPERTY

12.1 Intellectual Property : APPLEXION shall at all times remains the sole and exclusive owner of the Software and of all manual, Documentation, information, trademarks or know-how which could be disclosed or communicated by APPLEXION to the User and/or implemented or used by APPLEXION hereunder. No terms of these GTU may be understood as being a sale, transfer, loan or right to exploit granted by APPLEXION to the User, except for the limited license expressly granted to such User hereunder.

12.3 Confidentiality: Any Confidential Information supplied by APPLEXION to any User shall be treated as strictly confidential information by that User and shall not be disclosed to any third party without APPLEXION's prior written consent. This obligation shall however not apply to public information. The present confidentiality undertakings of the User shall remain effective throughout the whole term of the contractual relationship with APPLEXION and for a period of five (5) years following the end of such Services or license. The Confidential Information shall only be used by the User for the purpose of the Services or Software License, and for no other purpose.

12.4 The User shall respect the Confidential Information and all intellectual property rights of APPLEXION.

12.5 Unless otherwise agreed, APPLEXION shall remain the sole and exclusive owner of all Confidential Information in connection with the Software and Services. The User shall send back to APPLEXION all above mentioned information, data and documentation without delay upon written request of APPLEXION, in particular should the contractual relationship between the parties be terminated.

12.6 Property rights and copyrights on all Software, trademarks, logos, domain names and other documents supplied or communicated by APPLEXION to a User remain also the sole and exclusive property of APPLEXION. Unless otherwise expressly agreed, the User shall not put his commercial names, brands or trademarks on the Software or any Documentation.

ARTICLE 13 : DATA OWNERSHIP

13.1 Client Data: Client Data transmitted or imported by the Client or a User of the Client in connection with the use of the Software, regardless of its nature or medium, remains the exclusive property of the Client. APPLEXION does not acquire any ownership rights to such Client Data. APPLEXION undertakes to use them only within the strict framework of the performance of the Agreement, solely for the provision of the Software and Services. However, APPLEXION may collect certain Client Data to determine the use of the Software, to analyze the performance, functionality and usage of the Software or to carry out statistical analyses.

13.2 Data of APPLEXION: The Data generated by the Software remains the sole property of APPLEXION, which reserves the right to use them, in a strictly anonymous and aggregated form, for the purposes of improving the Software or the Services, statistical analysis, monitoring the performance of the Software, for marketing or commercial purposes, and provided that it does not allow the identification of the Client, the Users or access to their Personal or confidential Data.

ARTICLE 14 : PERSONNAL DATA OF THE USER

14.1 As part of the performance of the Agreement, APPLEXION is required to collect Personal Data from the Client's Users as a data controller within the meaning of the Regulations. APPLEXION undertakes to keep the Personal Data collected for the period strictly necessary to achieve the purpose of the processing in accordance with the legal provisions in force. The Personal Data collected is intended for APPLEXION's internal departments (marketing, IT, sales, consultants) as well as internal auditors and statutory auditors. The information collected and processed by APPLEXION under the Agreement may be transferred to the Provider for the purposes of managing the rights granted for the performance of the Software. The User is informed that APPLEXION processes its Personal Data for the following purposes:

- To enable the provision of the Software and Services;
- To carry out operations related to Client management and the Users ;
- To conduct prospecting activities and solicitation campaigns;
- To prepare commercial and technical statistics and to update its prospecting files;
- To manage requests for access, correction, and objection rights;
- To handle disputes.

14.2 The legal bases for processing Personal Data are

- for the execution of contractual measures taken at the request of the Client,
- The prior consent of the concerned person, if applicable,
- Applexion's legitimate interest, while respecting the Client's rights and freedoms

14.3 The Client shall be liable for (i) informing his Users about the processing of their Personal Data in the Software, (ii) obtaining any necessary consents from the Users, and (iii) more generally, complying with all the obligations incumbent on it under the Data Protection Regulations.

14.4 In accordance with the Regulations, the User has the following rights:

- A right of access, modification, rectification, deletion (right to be forgotten), and deletion of their data,
- A right to restriction of processing,
- A right to the portability of Personal Data;
- A right to object against the processing of Personal Data concerning him or her (right to object) and object to this data being used for commercial prospecting purposes.

14.5 The Client may exercise these rights by contacting APPLEXION via email at support.digital@applexion.com accompanied by a copy of an identity document. The User has the right to make a claim in France by contacting the Regulations authority, i.e. the CNIL: <https://www.cnil.fr/>.

ARTICLE 15 : FINAL TERMS

15.1 Failure by a Party to exercise any right included in these GTU shall not be deemed to be a waiver of such right by such party.

15.2 If any provision of these GTU is completely or partially invalid (or has been omitted), the validity of the remaining provisions shall not be affected. In such a case, the parties shall arrange in good faith to modify or replace the invalid (or omitted) provision by another provision which reflects the economic intent as closely as possible.

15.3 APPLEXION might from time to time modify these GTU, in which case any User will be informed beforehand and will be asked to accept any new version of these GTU.

ARTICLE 16 : APPLICABLE LAW - LITIGATION

16.1 THE LAWS OF FRANCE SHALL EXCLUSIVELY AND SOLELY APPLY TO THE PRESENT GENERAL TERMS OF USE BETWEEN APPLEXION AND ANY USER.

16.2 ANY DISPUTE RELATING TO THE SERVICES OR A SOFTWARE LICENSE BETWEEN APPLEXION AND A USER OR IN CONNECTION WITH THE INTERPRETATION AND/OR PERFORMANCE OF THESE GENERAL TERMS OF USE WHICH CAN NOT BE SOLVED AMICABLY BETWEEN THE PARTIES WITHIN A PERIOD OF 30 DAYS, SHALL BE BROUGHT EXCLUSIVELY TO THE BUSINESS COURT OF LYON, FRANCE (*Tribunal des Activités Economiques de Lyon, France*).

ARTICLE 17 : APPLEXION'S CONTACT DETAILS

APPLEXION SAS
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