IPCTEK GENERAL CONDITIONS

I.   DEFINITIONS

The terms and expressions below shall, for the purpose of applying and interpreting these general conditions, have the meaning assigned to them below:

1.1.   "IPCTEK" refers to the following company:

- Corporate name: IPCTEK
- Corporate form: SAS under French law (Simplified joint stock company with a single shareholder)
- Share capital: 5,000 euros
- Registration number: RCS Versailles 903 271 112
- Registered office: 31 Rue des Entrées 78160 Marly-le-Roi
- Represented by: Mr Tuan Anh TRUONG, Chairman
- IntraCommunity VAT no.: FR 08.903.271.112
- Phone number: +33.1.85.39.25.95
- Email address: contact@ipctek.net

1.2.   "Client" refers to any individual or legal entity, public or private, acting within the scope of its business activities inculding any commercial, industrial, artisanal, professional, administrative or agricultural activities, and placing an order for one or more Software Product(s) with IPCTEK for its own needs.
A "Client" is also considered to be any natural person or legal entity, public or private, acting within the scope of its commercial, industrial, artisanal, professional, administrative or agricultural activity, wishing to acquire one or more Software, Product(s) and to which Sample Codes and/or an Evaluation Version of one or more Software Product(s) have been made available, at its request.

1.3.   "Party" refers individually to IPCTEK or the Client.

1.4.   "Parties" refers collectively to IPCTEK and the Client.

1.5.   "Customers" means all the customers of the Client, who acquire the Client's Products.

1.6.   "Evaluation Version" means a version of a Software Product made available to the Client free of charge by IPCTEK prior to the placing of an Order, for the sole purpose of evaluation and testing, with a view to a future Order placement.

1.7.   "Sample Codes" means temporary codes made available to Clients free of charge by IPCTEK and constituting one or more use cases of the Software Products.

They are made available to Clients (i) prior to placing an Order for the sole purpose of evaluating and testing one or more Software Product(s) in an Evaluation Version with a view to a future Order placement, and/or (ii) as part of an Order in order to provide Clients with examples of how to use the Software Product(s) ordered.

1.8. "General Conditions" means these IPCTEK general conditions, to the exclusion of any other document.

1.9. "Order" refers to a firm order for one or more Software Product(s) placed by the Client. The Order is final upon acceptance of IPCTEK's quote by the Client.

1.10. "Contract" refers to the contract concluded with IPCTEK when the Client places an Order for one or more Software Product(s) under the terms of these General Conditions. This contract consists of the Order, IPCTEK's quote and the General Conditions, to the exclusion of any other document.

1.11. "Documentation" refers to all the written or electronic material that accurately and exhaustively describes all the information needed, on the one hand, to enable an analysis and understanding of how the Software Products and/or Sample Codes and/or Evaluation Versions of the Software Products work, and, on the other hand, to use them in the simplest way possible.

1.12. "Client's Product(s)" means any integrated circuit(s) or any other tangible or intangible (software) product(s), excluding IP (Intellectual Property) and any other product(s) identical or similar to the Software Product(s) that are developed and/or manufactured and/or marketed by the Client and incorporate all or part of the Software Product(s) in a bitstream format.

1.13. "Software Product(s)" refers to the IP (Intellectual Property) marketed by IPCTEK over which it holds intellectual property rights. These software products are the subject of these General Conditions.

1.14. "Working Days" means Monday to Friday from 9:00 am to 6:00 pm (Central European Time), excluding public holidays.

II. PURPOSE AND SCOPE OF APPLICATION

2.1. The purpose of these General Conditions is to determine the conditions that apply to Orders and the conditions under which IPCTEK grants the Client a licence to use the Software Product(s) for which an Order has been placed.

2.2. Unless IPCTEK signs a special agreement to the contrary, acceptance of any quote from IPCTEK automatically implies acceptance by the Client of these General Conditions, all of which are binding and required for any commitment by IPCTEK.

2.3. These General Conditions alone govern Orders for Software Product(s) placed with IPCTEK and automatically take precedence over any conditions appearing in the Client's commercial documents, including the Client's general purchasing conditions.

2.4. IPCTEK reserves the right to modify these General Conditions at any time, it being understood that the version applicable is that in force at the time each Order is placed.

2.5. The functional and technical characteristics of the Software Products and their price are indicated on the quote sent by IPCTEK to the Client and in the documentation.

2.6. The choice and purchase of the Software Products is the sole responsibility of the Client.

III. **CONCLUSION OF THE CONTRACT**

3.1. The Client's request shall be the object of a quote, the terms of which are determined in accordance with the Software Product(s) ordered.

3.2. The Order between IPCTEK and the Client is only deemed to have been formed once IPCTEK's quote has been accepted by the Client. Such acceptance must be brought to the attention of IPCTEK before the end of the validity period specified in the quote. In the event that the quote does not expressly specify a period of validity, this period will be deemed to be three (03) months.

3.3. This notification takes effect when IPCTEK receives one (01) copy of the quote signed by the Client and/or one (01) email explicitly mentioning acceptance of the quote.

3.4. Once the quote has been accepted, the Client's Order is firm and definitive and the Contract is definitively formed.

3.5. Orders may not be cancelled and failure to comply with the terms and conditions of the Order shall be deemed to constitute wrongful termination, with all the consequences attached thereto.

3.6. Any changes or new requests not expressly provided for in the initial quote must be agreed between IPCTEK and the Client in the form of a separate quote accepted by the Client (an exchange of e-mails is one way of formalising acceptance of a quote).

IV.   PRICE - PAYMENT TERMS

4.1.   In return for the provision of the Software Product(s) and the granting of the user licence under the conditions set out in these General Conditions, the Client undertakes to pay the price set out in the quote that it has accepted.

4.2.   The price is to be understood as exclusive of additional duties and taxes to which the Client is subject.

4.3.   The prices are exclusive of import duties, customs, transport and insurance costs and any other taxes or duties, as well as any exceptional and/or temporary levies that may be imposed by the Administration of the country concerned, or of the transit countries, at the time of import.
These costs, taxes or levies shall be paid by the Client.

4.4.   The price shall be invoiced at the time of the Order and shall be payable in accordance with the terms set out in the invoice.

4.5.   Invoices shall specify terms of payment. In the absence of specific terms, payment shall be made upon receipt of the invoice and sent to IPCTEK's registered office.

4.6.   Invoices are payable by bank transfer to the bank account identified on the invoice.

4.7.   Any amount due not paid on due date will automatically trigger penalties for late payment, to be calculated from due date until full payment of the price, at a rate equal to three (03) times the prevailing legal interest rate. These penalties are to be paid promptly upon any request by IPCTEK and shall be calculated on the basis of amounts invoiced and unpaid.
 In addition, and in accordance with article L.441-6 of the French Commercial Code, the Client shall also be liable for a fixed penalty of forty euros (€40) to cover collection costs.

V.   DELIVERY OF THE SOFTWARE PRODUCT(S)

5.1.   The Software Product(s) will be made available to the Client by way of download from a secure server within seven (07) Working Days of receipt of the Client's payment by IPCTEK.

5.2.   The Software Product(s) will be made available to the Client in the form of a source code or netlist, depending on the option chosen.

5.3.   IPCTEK informs the Client of the availability of the Software Product(s) by sending an e-mail to the address provided by the Client.

5.4.   The Software Product(s) will be made available to the Client by IPCTEK on the secure server for a period of seven (07) Working Days from the date at which the notification of availability was sent.

5.5.   It is the Client's responsibility to download the Software Product(s) made available on the secure server in good time.

5.6.   No cancellation or refund of the Order price will be made if the Client has not downloaded the Product(s) by the end of this period.

5.7.   The Client shall be responsible for all costs associated with the use of the secure server, in particular the costs of connecting to the server.

5.8.   IPCTEK does not guarantee that the secure server will be available and accessible continuously or that it will be free of viruses.
The Client is informed that the secure server is not under the control of IPCTEK and may be rendered inaccessible in the event of computer breakdowns, maintenance interventions and, more generally, any event beyond its control.

5.9.   In the case that any event - whether or not it qualifies as force majeure or an act of God - prevents IPCTEK from performing all or part of its obligations under normal conditions, including inaccessibility of the server used to make the Software Products available, the execution timeframes provided for in the Contract are extended by the duration of the said events and their consequences.
However, if, as a result of such an event, it becomes impossible to execute the Contract within a reasonable period of time, either Party may withdraw from its obligations by registered letter with acknowledgement of receipt, which shall automatically result in termination of the Contract, without any legal formalities or compensation.

5.10. Delays in delivery shall not under any circumstances justify termination of the Order, other than in the cases referred to in Article 5.9, nor shall they give rise to any penalties or compensation.

VI.   **DURATION**

The Contract is concluded for the legal duration of the copyright protection of the Software Product(s).

VII-   LICENCE TO USE THE SOFTWARE PRODUCT(S)

7.1.   Permitted use

7.1.1. In return for payment of the price, IPCTEK grants the Client a non-exclusive licence to use the Software Product(s) for the whole world and for the duration of the Contract as stipulated in Article 6 "Duration". The rights granted to the Client are as follows:
-        The right to reproduce the Software Product(s) for purposes of loading, displaying, executing, forwarding or storing, duplicating, printing or recording the Software Product(s) on any computer, digital media, and any other known or to date unknown media, either (i) solely for the Client's own needs, with reproduction rights being in this case authorised in all formats, or (ii) for integration of the Software Product(s), in its (their) original or modified version, into the Client's Products, with reproduction right being in this case authorised only in bitstream format, to the exclusion of any other use;
-        The right to adapt the Software Product(s) and to transform, modify and arrange them in whole or in part and in any way, shape or form, the right to incorporate the Software Product(s) into any work created or to be created, either (i) solely for the Client's own purposes, with adaptation and modification rights being in this case authorised in all formats, or (ii) for integration of the Software Product(s), in its (their) original or modified version, into the Client's Products, only in bitstream format, to the exclusion of any other use;
-        The right to grant licenses to use the Software Product(s) to its Customers, under the terms of which only the right to reproduce the Software Product(s) shall be granted, exclusively in a bitstream format, to the exclusion of any other format, and exclusively for the purposes of use by the Customers, for their own needs, of the Client's Product(s), to the exclusion of any other use, and in particular to the exclusion of adaptation rights, which may not be granted to the Customer under any circumstances. The Client may make a backup copy of the Software Product(s). The Client shall have the same rights and obligations regarding the backup copy as regarding the copies of the licensed Software Product(s).

7.1.2. This license does not constitute a transfer of intellectual property rights.

7.2.   Prohibited uses

7.2.1. The Client shall not :
-        Reproduce, transfer, forward or display all or part of the Software Product(s), in its (their) initial or modified version, except as expressly provided for in Article 7.1 and on the invoice sent to the Client, and in particular the Client shall not reproduce or integrate the Software Product(s) in its (their) initial or modified version into its own products in any format other than bitstream format;

- Market, sell, lease, sub-license, distribute the Software Product(s), in its (their) initial version or in any modified version, for any reason and to the benefit of any third party;

- Exploit the Software Product(s), in its (their) original or modified version, for the benefit of third parties, even free of charge;

- Modify the Software Product(s) and/or merge it (them) into other computer programs, except as expressly provided in Article 7.1, and in particular the Client shall not modify the Software Product(s) and/or merge it (them) into IP (Intellectual Property) or any other product(s) similar to the Software Product(s);

- Compile, decompile, disassemble, translate, analyse the Software Product(s), except as permitted by law.

7.2.2. The Client shall not use, directly or indirectly, the Software Product(s) in weapons systems, missiles, nuclear power plants or means of mass transportation, and more generally in systems that may cause damage to persons and/or property and/or the environment.

7.3. Liability
The Client undertakes to indemnify IPCTEK and to hold it harmless against all claims and liability arising from : (i) the consequences of the exercise of its rights under this Contract (ii) the possession or use of any Client's Products and (iii) the use or possession of the Software Products by the Client under conditions that are not in accordance with the Documentation or with authorised uses, or that constitute uses prohibited hereunder, (iv) or more generally the use or possession of the Software Products by the Client in breach of contractual obligations.

VIII. EVALUATION VERSION

8.1. Prior to an Order, at the Client's request, IPCTEK may make an Evaluation Version available to the Client free of charge via download from a secure server.

8.2. The Evaluation Version is made available to the Client on a secure server for a period of seven (07) Working Days from the date on which IPCTEK informs the Client about this by sending an email to the address provided by the Client.

8.3. The Client is only granted the right to reproduce one copy of the Evaluation Version in its system, to configure it and to use it, for a limited period of time, for the sole purpose of evaluating the Software Product(s) before placing an Order, to the exclusion of any other use, for a period of three (3) months from the date on which it is made available by IPCTEK on the secure server.

8.4. The Client shall not :
- Reproduce or display all or part of the Evaluation Version for purposes other than evaluating the Software Product(s) prior to any Order;

\-   Transfer or forward all or part of the Evaluation Version;

\-   Market, sell, lease, sub-license or distribute the Evaluation Version, in any capacity, for the benefit of any third party;

\-   Exploit the Evaluation Version for the benefit of third parties, even free of charge;

\-   Modify the Evaluation Version and/or merge it into other computer programs;

\-   Compile, decompile, disassemble, translate or analyse the Evaluation Version;

\-   Use, directly or indirectly, the Evaluation Version in weapons systems, missiles, nuclear power stations or means of mass transportation and more generally in systems likely to cause damage to people, property and the environment.

8.5.   After the period set out in article 8.3, the Client undertakes to delete all copies of the Evaluation Version.

8.6   IPCTEK does not give any guarantee to the Client other than that the programs which make up the Evaluation Version actually exist.

8.7.   The Client undertakes to indemnify IPCTEK and to hold it harmless from any claim and liability arising from the use or possession of any Evaluation Version by the Client in circumstances that are not in accordance with the Documentation or with the authorised uses, or which constitute uses prohibited hereunder, or more generally from the use or possession of any Evaluation Version by the Client in breach of contractual obligations.

IX.   **SAMPLE CODES**

9.1.   At the request of the Client, IPCTEK may make Sample Codes available to the Client free of charge via download from a secure server.

9.2.   The Sample Codes are made available to the Client on a secure server for a period of seven (07) Working Days from the date on which IPCTEK informs the Client about this by sending an email to the address provided by the Client.

9.3.   Sample codes made available to the Client prior to an Order placement

9.3.2. The Client shall not :

\-   Reproduce or display all or part of the Sample Codes for any purpose other than evaluating the Software Product(s) prior to any Order;

\-   Transfer or forward all or part of the Sample Codes;

\-   Market, sell, lease, sub-license, distribute the Example Code(s) in any capacity, to any third party;

\-   Exploit the Sample Code(s) for the benefit of third parties, even free of charge;

\-   Modify the Sample Code(s) and/or to merge them into other computer programs;

\-   Compile, decompile, disassemble, translate, analyse the Sample Code(s);

- Use, directly or indirectly, the Sample Code(s) in weapons systems, missiles, nuclear power plants or means of mass transportation and more generally in systems likely to cause damage to persons and/or property and/or the environment.

9.3.3. The Client undertakes not to delete, move or modify any proprietary notices (copyright notice) from any of the Sample Codes files.

9.3.4. After the time limit set out in Article 9.3.1, the Client undertakes to delete any copy of the Sample Code(s).

9.4. The Client undertakes to indemnify IPCTEK and to hold it harmless from any claim and liability arising from the use or possession of the Sample Codes by the Client under conditions that do not comply with the Documentation, with the authorised uses or that constitute uses prohibited hereunder, or more generally from the use or possession of any Sample Codes by the Client in breach of contractual obligations.

9.5. Sample Codes made available to the Client as part of an Order

9.5.1. In the event that Sample Codes are made available to the Client as part of an Order, they may be used by the Client on the same terms and conditions as the Software Product(s) to which the Order applies, in accordance with the provisions of these General Conditions, subject to the provisions of Article 9.5.3.

9.5.2. Thus, the provisions of these General Conditions which relate to the conditions of use of the Software Product(s), as referred to in Article 7 "License to use the Software Product(s)", shall apply to the Sample Codes made available to the Client as part of an Order, subject to the provisions of Article 9.5.3.

9.5.3. In the event that the Sample Codes incorporate one or more third-party software program(s), the Client undertakes to comply with the terms of the licence(s) covering the use of said third-party software program(s).

9.6. IPCTEK does not give any guarantee to the Client other than that the programs which make up the Sample Code(s) actually exist.

X. LIMITATION OF LIABILITY

10.1. The installation of the Software Product(s) and/or the Sample Code(s) and/or the Evaluation Version, their implementation and adaptation, where authorised, will be carried out by the Client.

10.2. It is the Client's responsibility to ensure that it has qualified personnel for the use of the Software Product(s) and/or the Sample Code(s) and/or the Evaluation Version, to ensure that the structure and organisation of its company take into account

the conditions resulting from the use thereof and take all appropriate measures to this effect, to put in place the appropriate security mechanisms for the backup and recovery of data in the event of anomalies of any kind and to develop the operating procedures required for this, to ensure the appropriate configuration of the hardware and software environment, to develop troubleshooting procedures and generally to take all measures required for protection against any harmful consequences arising from the use of the Software Product(s) and/or the Sample Code(s) and/or the Evaluation Version.

10.3. The Licensor takes no responsibility as regards the suitability of the Software Product(s) and/or Sample Code(s) and/or the Evaluation Version to the needs of the Client or its Customers.

10.4. IPCTEK shall not be liable for any damage resulting, even partially, from the total or partial non-fulfilment of the Client's obligations, or from use that does not comply with the instructions contained in the Documentation, in the event of modifications made to the Software Products and/or the Sample Codes and/or the Evaluation Version by the Client or by third parties, or in the event that the errors are due to circumstances under the Client's control and in particular to malfunctions or modifications to the hardware and software components on which the Software Products and/or the Sample Codes and/or the Evaluation Version are installed, as well as for any indirect damage, even if IPCTEK has been made aware of the possibility of the occurrence of such damage.

10.5. IPCTEK and the Client expressly agree that any financial or commercial loss, such as loss of profits and/or turnover, loss of orders, loss of expected savings, loss of customers, or any commercial disturbance, constitutes indirect damage and as such does not entitle to compensation.

10.6. IPCTEK will compensate the Client for the direct damage for which it is shown to be responsible, up to the limit of the price paid by the Client for the Software Product that caused the damage.

XI.   <u>TERMINATION OF THE CONTRACT</u>

11.1. In the event of non-performance by either Party of any of its obligations under the General Conditions or the Contract, the Contract shall be terminated automatically and without formality fifteen (15) calendar days after formal notice has been served by registered letter with acknowledgement of receipt having gone wholly or partly unheeded during this time, without prejudice to any compensation for loss.

11.2. The injured Party may choose to waive the benefit of this Article.

11.3. Upon expiry of the Contract, regardless of the reason, the Client undertakes to

- certify to the Licensor in writing, within eight (08) calendar days, that it has ceased use of the Software Product(s) immediately;
- guarantee that all copies relating to the Software Product(s) have been deleted or destroyed.

XII. <u>OWNERSHIP - CONFIDENTIALITY</u>

12.1. The Software Products, Sample Codes and Evaluation Version are protected by copyright laws and must be treated by the Client as confidential information.

12.2. The Client shall take all necessary steps with its employees or other persons having access to all or part of the Software Product(s) and/or Sample Codes and/or Evaluation Version to ensure that they cannot be made available or disclosed to third parties by any means.

12.3. In the event of disclosure to third parties of the content of all or part of the Software Product(s) or of the Sample Code(s) or of an Evaluation Version, this Contract may be terminated automatically under the terms set out in Article 11 "Termination of the Contract".

12.4. In the event of disclosure to third parties of the content of all or part of the Software Product(s) or of the Sample Code(s) or of an Evaluation Version, the Client shall pay IPCTEK, by way of penalty, a sum equal to 30,000 euros per disclosed file pertaining to the Software Product or Sample Code or Evaluation Version, without prejudice to any other rights and proceedings by IPCTEK.

12.5. Intellectual property rights of any kind (copyright, patent, trademark, know-how, registered or unregistered designs, etc.) attached to the Software Products and/or Sample Codes and/or Evaluation Version, as well as the Documentation, belong exclusively to IPCTEK.

12.6. The granting of the right to use the Software Product(s) or the Sample Code(s) or an Evaluation Version does not entail any transfer of ownership rights. Thus, IPCTEK retains the ownership of the Software Product(s), Sample Code(s) or Evaluation Version as well as all related rights.

12.7. Consequently, the Client shall not, for any reason, transfer the source codes, netlists or other elements relating to the Software Product(s) or Sample Code(s) or Evaluation Version.

XIII. <u>COMMUNICATION</u>

13.1. Each Party agrees to speak publicly about the other Party in respectful and complimentary terms and to comply with the agreed crediting language.

13.2. In the event that any difficulty arises in the performance of the present contract, each of the Parties undertakes to try to resolve it amicably and to behave as a loyal partner by not seeking to bring the other Party into disrepute, particularly by using the media (inter alia : print/online publications, social networks, websites, Google comments).

XIV.   INFRINGEMENT OF COPYRIGHT

14.1. IPCTEK guarantees to the Client the peaceful enjoyment of the Software Product(s), and that it shall to nothing to curtail it.

14.2. As such, IPCTEK undertakes to defend the Client at its own expense against any action for infringement of copyright or other intellectual property rights brought by a third party and relating to the Software Product(s), provided that it has been notified immediately in writing by the Client and that the alleged infringement is not the fault of the Client.

14.3. IPCTEK shall, in such cases, have sole control over the manner in which the action is to be conducted and shall have full discretion to settle or pursue any proceedings of its choice. The Client must provide IPCTEK with all the information, documents and assistance necessary to enable it to defend its case or reach a settlement.

14.4. If all or part of the Software Product(s) is (are) recognised by a final court decision as infringing on copyright laws, or if IPCTEK considers it likely that the Software Product(s), in whole or in part, will be considered as infringing copyright laws, IPCTEK may, at its discretion either provide the Client with non-infringing software offering the same functionality, or secure the right for the Client to continue to use and exploit said Software Product, or refund the Client for the amount the Client paid when ordering the Software Product in question, in proportion to its use by the Client.

14.5. IPCTEK's liability as a result of the infringement of a patent or copyright or any other intellectual property right of a third party is, however, totally excluded if said infringement results :
-        (i) from the Client's use or possession of the Products,
-        (ii) from the Client's use or possession of the Software Product(s) under conditions that are not in accordance with the Documentation or the authorised uses, or which constitute uses prohibited hereunder,
-        (iii) or more generally from the use or possession of the Software Products by the Client in breach of contractual obligations.

XV.   FORCE MAJEURE

15.1.   Neither Party shall be held liable for any delay in the performance of any of its obligations to exercise any of its rights under the Contract if it demonstrates that such delay was due to force majeure, within the meaning of Article 1218 of the Civil Code.

15.2.   Any Party which, due to the occurrence of a force majeure event, will find itself unable to perform its obligations or exercise its rights, shall notify the other Party as soon as possible, specifying the cause, nature, duration and foreseeable effects of this event.

15.3.   Each Party shall inform the other of the reasonable measures within its power which it intends to take to try to overcome the consequences of said force majeure, with a view to resuming the fulfilment of its interrupted obligations within the shortest possible time.

15.4.   The time frame for contract execution will be extended by a period equal to the totality of the periods during which the event of force majeure has continuously prevailed.

15.5.   If the event of force majeure continues, or if the Parties have not been able to overcome its effects beyond a period of three (03) months from the force majeure notice given by the Party that invoked it, each Party shall have the right to terminate this Contract by registered letter with acknowledgement of receipt, giving the other Party fifteen (15) days' notice.

XVI.   INTERPRETATION - WAIVER

16.1.   The Order may only be amended by means of an amendment duly drafted as a formal modification of the Order.

16.2.   The Contract reflects all the commitments made by the Parties with a view to meeting its purpose. It cancels and replaces all written or verbal agreements given or exchanged between the Parties prior to its signature.

16.3.   Any waiver, for whatever length of time, of the right to invoke any of the provisions of the Contract, or a partial or total breach thereof, shall not be deemed to modify or delete said provision or to waive the right to invoke previous, concomitant or subsequent breaches of the same or other provisions.

16.4.   The nullity or unenforceability of one or more provisions of the Contract shall not affect the validity of the other provisions of the Contract, provided that the obligations can be fulfilled, unless such nullity or unenforceability affects the very substance of the Contract or thoroughly modifies its inner logic.

XVII. SPECIFIC ENFORCEMENT

17.1. Notwithstanding the provisions of Article 1221 of the Civil Code, the Parties agree that in the event of a failure by either of the Parties to fulfil its obligations, the Party harmed by this failure shall not seek specific enforcement of these obligations.

17.2. As an express derogation from the provisions of Article 1222 of the Civil Code, in the event of failure by either Party to fulfil its obligations, the Party harmed by this failure shall not, on its own, require a third party to fulfil these obligations at the expense of the defaulting Party. The defaulting Party may, in the event of a sufficiently serious breach of any of the obligations by the other Party, terminate the Contract under the conditions defined above in this Contract.

XVIII. LEGAL ADDRESS – NOTIFICATIONS

18.1. The Parties shall have their legal address at the place of their registered office.

18.2. In order to be valid, all notices must be sent to the legal address.

18.3. Any change will only take effect within five (5) working days following receipt of a notice, to be made by registered letter with acknowledgement of receipt.

XIX. APPLICABLE LAW – JURISDICTION – LANGUAGE

19.1. The Contracts and these General Conditions are governed by French law.

19.2. In the absence of an amicable agreement between the Client and IPCTEK in any dispute relating to contracts concluded under these General Conditions as to their validity, interpretation, execution or termination, and more generally relating to facts and actions arising or resulting therefrom, jurisdiction is expressly assigned to the competent court in the jurisdiction of IPCTEK, even in the case of multiple defendants or introduction of third parties.

19.3. A translation of the General Conditions into English is made available. In the event of an inconsistency between the French and English versions of the general conditions of sale, the French version shall prevail.