1- Overview

1. The following terms set out the conditions to access to / use of the KLAXOON Service. When ordering Services, the Client undertakes to apply the following terms of service and waive the right to use its own terms and conditions.

2- Definitions

- "Additional Services" means the specific developments and/or additional services (i.e. : customization, certifications, etc.) requested by the Client and agreed between the Parties in a Quote.
- "Affiliate" means any entity controlling or being controlled directly or indirectly through one or more other companies belonging to the same group of one of the Parties.
- "Client" means the natural person or the legal entity (individual, corporation, organization, public entity, etc.) ordering the Services.
- "Contract" means the contract between KLAXOON and the Client for the provision of Services.
- "Country specific terms" means the specific terms applicable to Clients located in specific countries as described in Appendix 1.
- "Data" means the data inserted by the Users when using the Service.
- "Delivery" means the delivery of the Hardware to the Client or to any person designated by the Client at the delivery address indicated in the Quote.
- "Documentation" means the information relating to the use of the Service available to the Client and its Users. This Documentation is accessible online at the following address: https://help.klaxoon.com/en/
- "DPA" means the KLAXOON data processing agreement describing KLAXOON's Personal Data policy. The DPA is accessible at the following address https://static.klaxoon.com/website/pdf/dpa-en.pdf.
- "Hardware" means the KLAXOON's hardware (i.e :KLAXOON Box, Meeting Board, etc.) available for Purchase or Rental (depending of the type of Hardware).
- "KLAXOON" means one of the contracting entities as listed in Appendix 1.
- "Order" means the order of KLAXOON Services by the Client via a Quote.
- "Parties" means KLAXOON and the Client.
- "Personal Data" means any information relating to an identified or identifiable natural person.
- "Professional Services" means the KLAXOON professional services available to the Client (i.e. training, consulting) in accordance with the terms of article 9.
- "Purchase" means the purchase of Hardware as described in the Contract.
- "Quote" means the document addressed by KLAXOON describing the Services to be ordered by the Client.
- "Rental" means the rental of Hardware.
- "SaaS services" means the « Software As A Service » mode.
- "Service(s)" means the KLAXOON products and services available to the Client.
- "Terms of Use" means the terms of use of the Service accessible at the following address: https://static.klaxoon.com/website/pdf/prius.pdf.
- "Upgrade" means the evolution of the Service implementing new major functionalities.
- "User" means the authorized natural person using the Service.
- "User's Account": means the User’s personal account required to access the Service.
- "User Identifiers" means the User's personal login credentials required to access the User’s Account.
- "Website" means the KLAXOON’s website from which a User can access the Service in SaaS mode.

3- Order and prices

1. To Order Services, the Client shall send to KLAXOON a completed Quote. Prices indicated in the Quote are excluding of any tax. For Clients located in a member state of the European Union, indicated prices do not include VAT.

2. Orders mentioned in Article 3.1 might include Additional Services. If applicable, additional terms may be specified in the Quote.

3. KLAXOON reserves the right to change its prices. Such price changes shall apply to any new Order. For current Orders, in case of price increase, KLAXOON shall inform the Client by email at least thirty (30) days before the effective date of the new prices.

4- Payment terms

1. Invoices shall be sent to the Client by any means (electronic or postal) and paid within thirty (30) days following the date of invoice unless otherwise agreed between Parties.

KLAXOON may require a deposit or the full payment of the Service to validate the Order. No discount shall be granted for early payment.

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

3. Client’s failure to pay shall entitle KLAXOON to suspend access to the Service, terminate the Contract, request the return of the Hardware (as per Article 16 hereinafter), and retain the amounts already paid, without prejudice to any other remedies. Suspension of the Service shall occur within thirty (30) days following reception of a written notice. This suspension shall not be considered as unavailable time of the Service as mentioned in Article 10.7 of the Contract.

5- Access in SaaS Mode

1. SaaS access is subscribed by the Client for an initial period specified in the Quote. The Service is accessible from the Website. It requires the use of Identifiers (i.e: a personal email address) and a password (chosen by the User). The User identifiers as well as the User's Account are strictly personal, confidential and non-transferable.

2. The Client agrees to have a high-speed Internet access at its own expense. KLAXOON reminds the Client that the Internet network enabling access to the Service is an open and informal network, constituted by international interconnections of data-processing networks utilizing the TCP/IP standard. Internet governance is not run by any central body, each part of the network belongs to a public or private independent organization. Its functioning relies upon cooperation between the service providers of the various networks, without there being any obligation in respect of the supply, or quality of supply, between service providers. Networks may have varying transmission capacities and their own usage policies. KLAXOON cannot guarantee the smooth functioning of the Internet as a whole, and nor therefore can KLAXOON prevent lack of access, whether completely or partially, to the Service.

6- Use of Hardware

6.1 Hardware Rental

Depending on the subscribed option, the Client may rent Hardware for an initial period of time as specified in the Quote.

For the duration of the Rental, the Client is responsible for maintaining the Hardware in a good working condition. The Client shall insure the Hardware against any damage caused by improper storage or abnormal use. The Client is responsible for the theft, loss, destruction or deterioration of the Hardware (excluding normal wear and tear and force majeure).

Unless otherwise specified in the Quote and within a maximum of thirty (30) days from the end of the Rental period and for any reason whatsoever, the Client undertakes to return the Hardware in good working condition to KLAXOON, at its own expense and in packaging suitable for transport. The Client shall bear the risks of damage and loss.

If the Client fails to send back the Hardware within such delay, KLAXOON shall send a formal notice to the Client. Failure to send back the Hardware within seven (7) days following such notice shall give to KLAXOON the right to apply a penalty equal to 1% of the total amount invoiced on the Hardware per day of delay, without prejudice to any other legal proceedings.

According to the terms and conditions set forth in the Quote, the provision of the Hardware might be subject to the payment of a security deposit by check, credit card or cash. The amount of such deposit shall be indicated in the Quote and shall not generate any financial interest.

In the event of loss, destruction, or theft of the Hardware, KLAXOON will invoice the Client by way of compensation for the equivalent of 18 months rental of the said Hardware. If the Hardware is damaged due to the Client's fault, KLAXOON will invoice the Client for any repair, exchange, replacement, transportation, and travel costs incurred. If no deposit has been paid, the corresponding invoice shall be payable upon receipt. If a security deposit has been paid, KLAXOON may deduct the deposit from the invoice and will then return any balance to the Client. Should these costs exceed the amount of the security deposit, the Client shall pay the balance upon receipt of the invoice.

If the Hardware is fully functional when returned, KLAXOON undertakes to refund the full amount of the security deposit to the Client.

Following the return of the Hardware, KLAXOON shall delete any Data stored in the Hardware in accordance with the provisions of Article 16.5 hereof.

6.2 Hardware Purchase

Depending on the subscribed option, the Client may purchase Hardware in accordance with the terms indicated in the Quote.

6.3 Delivery and transfer of risks

The Hardware travels at KLAXOON’s risk (loss and damage) and at the Client’s expense, who shall bear the transportation costs as indicated in the Quote.

It is expressly agreed that Delivery does not transfer ownership of the Hardware.
The transfer of risks will occur upon Delivery of the Hardware to the Client, who may submit any claims to the carrier. If no reservations are made, the Client is deemed to have accepted the Hardware.

Any claim from the Client relating to the delivery’s conformity to the Order must be made within five (5) days from the date of delivery to be enforceable against KLAXOON. Beyond this period, the Client is presumed to have irrevocably accepted the delivery without any defects. After Delivery, the Client shall bear the full responsibility for any damage the Hardware may suffer or cause as a result of the Client’s actions.

6.4 Hardware ownership

6.4.1 Hardware Rental

For the duration of the Rental, KLAXOON retains sole ownership of the Hardware. Therefore, the Client shall:

- refrain from taking any action affecting or likely to affect the exercise of KLAXOON’s ownership rights over the Hardware (e.g., resale, pledge, dismemberment of ownership, etc.);
- enforce KLAXOON’s ownership rights over the Hardware against third parties in all circumstances, and in particular in the event of a claim, seizure, or collective proceedings.

6.4.2 Purchase of Hardware

KLAXOON RETAINS SOLE OWNERSHIP OF THE HARDWARE UNTIL THE CLIENT’S FULL PAYMENT.

Therefore, the Client undertakes not to transform, resell pledge the Hardware until full payment of the price. Failure to comply shall entitle Klaxoon to claim the return of the Hardware without delay.

6.5 Warranty

The Hardware shall be used solely in accordance with the terms of the Service.

This warranty covers any lack of conformity or latent defect relating to the Hardware, to the exclusion of any other warranty, whether express or implied. KLAXOON undertakes to perform its obligations in accordance with the standards of the industry.

Subject to Country specific terms, KLAXOON provides a warranty for the Hardware:

- for the duration of the Rental;
- for two (2) years following the Client’s Hardware Purchase (hereinafter “Legal Warranties”).

This warranty does not cover wearing parts (e.g., cables and power supply, carrying case, etc.).

Subject to applicable laws, the warranty shall not be enforceable if the Client has failed to pay for the Hardware.

The Client shall inform KLAXOON if it intends to invoke the warranty. KLAXOON shall provide the Client with the appropriate instructions as well as a claim number.

The Client shall return the Hardware to KLAXOON at its own cost and under its sole responsibility.

KLAXOON undertakes to repair or replace the Hardware under warranty it deems defective as soon as possible. The Hardware shall be returned to the Client at KLAXOON’s expense.

If the damage is a result of the Client’s misuse, KLAXOON will send to the Client an estimate of the repair costs. Following prior acceptance of the Client, KLAXOON shall invoice the Client for the repair costs.

For any excluded or out-of-warranty Hardware, KLAXOON will inform the Client of the procedure to be followed and will send the Client an estimate of the repair costs.

Any warranty is excluded in the event of (i) abnormal use and/or use that does not comply with the purpose of the Hardware or the Documentation, in particular if the Hardware has been disassembled, (ii) combination of the Hardware with another product, whether or not resulting in the infringement of a third party’s rights, (iii) the intervention of a non-authorized third party to repair the Hardware, (iv) negligence or lack of maintenance, (v) Client’s failure to install the Updates made available by KLAXOON or (vi) force majeure.

The Hardware is optimized to work with the version of the Service available at the date of its delivery to the Client. For any purchased Hardware, KLAXOON warrants that, for the duration of the Legal Warranties mentioned in clause 6.5, the Hardware will support any subsequent version of the Service and/or will be compatible with any new KLAXOON functionality implemented through any Upgrade. If the Hardware is no longer compatible with a new version of the Service, KLAXOON will issue an update patch to be downloaded by the Client to ensure the compatibility of the Hardware with the Service.

7. Use of the Service

1. The use of the Service is subject to the User’s prior acceptance of the Terms of Use, in the event of any discrepancies between the provisions of the Terms of Use and those of this Contract, the provisions of the Contract shall prevail.

2. The Client agrees to read the Documentation and any updates and to use the Service in accordance with the provisions of the Documentation.

3. The number of Users who may participate to the activities created by another User is limited according to the indications specified in the Quote.

4. The Client acts as an independent entity and therefore assumes all risks related to its activity. Therefore, the Client is solely responsible for the choice of the subscribed Services and for the content of the information and files transmitted, disseminated collected, used, and updated by its Users through the Service.

5. The Client acknowledges that it is solely responsible for the Data it creates, modifies, or deletes. The Client undertakes to comply with all legal and regulatory requirements in force, in particular those relating to information technology, personal data.

6. SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE (EXPRESS OR IMPLIED).

7. Any warranty is excluded in case of (i) abnormal and/or improper use of the Service, (ii) use of another version of the Service than the one specified in this Contract, (iii) combination of the Service with another product, whether or not resulting in the infringement of a third party’s rights, (iv) third party repair or patching not authorized by KLAXOON.

8. Intellectual Property

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

Therefore, unless specified in the Quote, the license granted to the User is personal, non-transferable, and may only be reallocated when a User leaves the Clients’ company permanently.

KLAXOON reserves the right to verify, at its own expense, that the Client’s use of Klaxoon licenses complies with the terms of this section. The Client agrees to reasonably cooperate with KLAXOON to allow the verification of the proper use of the Service. If the Client is found to be using the licenses in violation of the terms of this Contract, KLAXOON reserves the right to suspend access to the Service without the Client being entitled to claim any compensation. KLAXOON will inform the Client prior to such suspension.

2. The Service may incorporate third party technologies. KLAXOON hereby represents and warrants to the Client that it holds all the necessary rights to provide the Service. Notwithstanding the foregoing, rights granted to such technologies may be subject to certain limitations. If applicable, such limitation shall be communicated to the Client.

3. The Client undertakes to comply with KLAXOON’s rights and may not for itself or for a third party, reproduce, decompile, disassemble, represent, modify, transmit, publish, adapt on any medium whatsoever, by any means whatsoever the Service without KLAXOON’s prior written consent.

4. The Client undertakes that each User shall:

- connect to the Service in SaaS mode only with the User Identifiers.
- keep the User Identifiers confidential and immediately informs KLAXOON of any theft or loss of his/her Credentials by email to the following address: help@klaxoon.com;
- use the Service for internal purposes (within the framework of its internal organization, its customer relationship and for any event carried out on its behalf) and refrains from any resale of the Service as such, of products or services integrating all or part of the Service and which would be invoiced by the Client to third parties (with the exception of services provided by KLAXOON’s Partners duly certified or authorized for this purpose by KLAXOON),
- do not infringe upon KLAXOON’s copyrights and/or image and/or reputation,
- do not reconstitute or attempt to reconstitute, from the information on the Website, a website and/or software with the aim of offering to third parties, directly or indirectly, for free or for a fee, the same, a compatible service, and/or disseminate or sell, in any way whatsoever, information for the purpose of helping a third party to reconstitute, in whole or in part, such a website or equivalent site, such software or equivalent software.

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

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

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

7. If none of these measures are reasonably possible, KLAXOON may unilaterally decide to terminate the right to use the infringing Service and/or Website and/or Hardware and shall refund the Client:

- the fees paid over the last twelve (12) months for the use of the Services; and/or
- the price of the Hardware in case of Purchase.

8. The provisions of this section set forth all KLAXOON’s obligations regarding patent and/or copyright infringement arising from the use of the Service.

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

9. Professional Services

Unless otherwise provided for in a specific contract, this provision shall apply to the Professional Services delivered by KLAXOON to the Client. As part of the delivery of the Professional Services, KLAXOON may be required to provide the Client with intellectual works, including computer work, produced pursuant to the Contract, such as, but not limited to, any document, report, analysis, data, study, manual, visual, model, instruction or drawing (hereinafter “Deliverables”). The terms of these Deliverables are described below.
9.1 Scope of the Professional Services

Prior to the start of the Professional Services delivery, the Parties shall agree on the scope of the Professional Services. To this end, the Client undertakes to provide KLAXOON with all the necessary information to enable KLAXOON to provide a tailor-made response to the Client.

KLAXOON undertakes to implement all the necessary resources to carry out the Professional Services in accordance with the conditions agreed between the Parties.

The Client is informed that KLAXOON may change the scope of the Professional Services in the event of:
- inadequacy between the information provided by the Client and the nature of the Professional Services to be performed;
- a Client's material breach of any of its commitments that may result in a modification of the scope of the Professional Services;
- a Client's new request or modification of the predefined scope of Professional Services;
- unforeseen events that significantly modify the needs or requirements of the Client.

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

9.2 Training

To deliver the Professional Services, KLAXOON undertakes to provide the Client with a highly trained consultant who has the necessary skills to perform the services successfully.

If the designated consultant is unable to perform the scheduled Professional Services, KLAXOON will provide the Client with another consultant with comparable skills to perform the Professional Services. If no consultant is available, KLAXOON shall inform the Client as soon as possible to reschedule the Professional Services in accordance with the Client's requirements.

9.3 Tools

KLAXOON undertakes to use appropriate tools to ensure the effective performance of the Professional Services. The Client undertakes to ensure the interconnection between its own equipment and the KLAXOON tools. KLAXOON hereby disclaims any liability resulting from the inability of the Consultant to use the KLAXOON tools due to the Client's technical/security parameters preventing the proper execution of the Professional Services.

9.4 Planning

The Parties agree the Professional Services will be subject to the timeframe agreed between the Parties.

9.4.1 Maximum timeframe for completion of Professional Services:

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

9.4.2 Cancellation of Professional Services by the Client:

Any cancellation of Professional Services scheduled within a period of less than fifteen (15) calendar days prior to the scheduled date shall not give rise to a refund, the Client remaining liable for the sums agreed between the Parties for the performance of such Professional Services.

Any cancellation made more than fifteen (15) calendar days prior to the scheduled date may be rescheduled. The rescheduled Professional Services may not be held more than twelve (12) months after the reception of the Quote. To this end, the Client undertakes to inform KLAXOON of such cancellation as soon as possible so the Parties can agree to reschedule the Professional Services. Failing to reschedule within such twelve (12) month period shall result in the loss of the Professional Services for the Client, the latter remaining liable for the amounts due to KLAXOON under the dedicated order form. Professional Services follow-up

9.5 Professional Services follow-up

Unless otherwise agreed between the Parties or impossible due to the urgency of the Client's need, a kick-off meeting shall take place no later than two (2) weeks before the starting date of the first Professional Services.

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

9.6 Intellectual property

Each Party shall retain all its prior intellectual property rights that it may use while performing the Professional Services. KLAXOON grants the Client a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Deliverables for its own needs (within the framework of its internal organization, its customer relations and for any event carried out on its behalf). Unless otherwise stipulated in the Quote, the Client shall not communicate the Deliverables to any third party, even free of charge, without obtaining the prior express consent of KLAXOON.

The Client is hereby informed the Professional Services may incorporate technologies owned by third parties. KLAXOON warrants the Client it has obtained all appropriate authorizations in advance as well as the assignment of all intellectual property rights pertaining to the said integrated technologies that may be necessary for the performance of the Professional Services.

10- Support and Service Level

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

2. The version of the Service granted to the Client, is the latest version in production at KLAXOON. The Client can consult the version number via the SaaS mode access and on the Service interface. The Rental and/or Purchase of the Equipment is based on the version of the Equipment available at the date of the Order.

3. Depending on the option subscribed to in the Quote, this support service is accessible via different channels: email at help@klaxoon.com and webchat accessible directly via the Service.

4. KLAXOON agrees to provide free corrective maintenance for the Service:

- during the term of the Contract;
- during the warranty period of the Hardware provided as set forth in Article 6.5 in case of Purchase.

5. As part of the corrective maintenance, KLAXOON will make available to the Client any update of the version of the Service either automatically in SaaS mode or via the downloading and installation of the update file on the Hardware in accordance with the terms and conditions indicated in the Documentation or communicated to the Client by KLAXOON. The Client agrees to take all necessary steps to use only the latest update delivered by KLAXOON.

6. Corrective maintenance services apply to the latest available version of the Service.

7. KLAXOON shall make its best efforts to provide the Client with the following service levels:

- Availability of the SaaS Service: 24/7 (98% annual).
- Availability of the KLAXOON integrated video conferencing service: up to 100 hours per month and per User Account.
- Maximum file import capacity into Board: as indicated in the Quote.
- Support contact address: help@klaxoon.com

8. KLAXOON shall make any Upgrade available to the Client for the duration of the Contract, pursuant to the terms and conditions set forth in the Documentation or communicated to the Client. The Client agrees to ensure that it only uses the latest version of the Service. If the Upgrade cannot be installed in the Hardware or if no Upgrade is available for the version of the Hardware, and subject to the conditions of the Legal Warranties described in Article 6.5, a change of Hardware may be necessary to ensure access to the Services and shall be carried out

11- Confidentiality

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

2. Shall not be considered as confidential an information:

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

3. The aforementioned exceptions are not cumulative.
12.- Liability
1. Each of the Parties undertakes to compensate the other Party for any direct damage that the other Party may suffer in the event of non-performance or improper performance of the Order, whether due to its own fault or that of one of its employees.
2. Neither Party shall be liable for indirect damages (such as operating loss, loss of customers, loss of chance, etc.).
3. In all circumstances and except prohibited by law, it is expressly agreed by the Parties that the total, for all causes combined, of the compensation, damages and costs of all kinds which may be assumed or paid by KLAXOON 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, equal to the amount paid by the Client to KLAXOON (excluding taxes) under the terms of the disputed order over the last twelve (12) months prior to the occurrence of the event giving rise to the liability.
4. The provisions herein establish an allocation of the risks between the Parties. The Price reflects this allocation, and the liability limitation described.

13.- Insurance
1. KLAXOON hereby states that its own professional civil liability insurance covering its activity from a reputable and sound insurance company.
2. KLAXOON undertakes to maintain such insurance coverage for the duration of the Contract.
3. As the custodian of the Hardware, the Client agrees to maintain an insurance policy covering the risks associated with the use of the Hardware.

14.- Force majeure
1. In the event of a Force Majeure, the obligations of the Parties shall be suspended for the duration of the Force Majeure.
2. A Party’s failure to perform its obligations due to force majeure shall not be subject to any remedy. KLAXOON shall promptly inform the Client if any of its obligations under the Order are not fulfilled due to a Force Majeure.
3. If the event persists beyond sixty (60) days from the date of its occurrence, both Parties shall be free to terminate the Contract in whole or in part, without either Party being entitled to claim damages or interest.

15.- Data processing
15.1 Personal Data processing
As part of the provision of the Services, KLAXOON may process Personal Data as a controller and as a processor as defined by the applicable European Data Protection Regulation (GDPR).
KLAXOON’s Personal Data protection policy is described in the DPA (https://static.klaxoon.com/website/pdf/dpa-en.pdf) and incorporated by reference into this Contract. The Client may also consult the KLAXOON Privacy Policy available at the following address: https://static.klaxoon.com/website/pdf/privacy-policy.pdf
When processing Personal Data, each Party undertakes to comply with all applicable legal and regulatory requirements relating to the collection and processing of Personal Data, in particular EU Regulation No. 2016/679 of April 27, 2016, known as the “GDPR” (hereinafter the “Applicable Regulation”), and to implement all the required actions imposed by the GDPR (registry of processing operations, impact analysis, etc.).
15.2 Cookies
A cookie is a text file installed on the computer of an internet user when browsing a website. Using the Service through SaaS mode access involves the use of these cookies. Information about cookies is displayed in a banner when Users first connect to the Website. The list of cookies and their purposes are available in the KLAXOON Privacy Policy accessible at the following address: https://static.klaxoon.com/website/pdf/privacy-policy.pdf
15.3 Security of User Identifiers
User Identifiers are strictly personal, confidential, and non-transferable. Their disclosure to third parties and the negative consequences attached thereto are the sole responsibility of the Client.
In case of loss or theft of one of his/her User Identifiers, the User may request to reset his/her User Identifiers using the Service access page. KLAXOON shall send an email to the User explaining the procedure to follow to reset his/her User Identifiers. The User also agrees to notify KLAXOON without delay and by any appropriate means to mitigate the risks.
15.4 Data Security
The servers/Web sites are recognized by a certificate validated by a trusted third party. KLAXOON implements the technical infrastructure, hardware and software monitoring tools to ensure the security and integrity of the Client’s Data and under state-of-the-art conditions in order to prevent (i) the destruction, deterioration, modification or loss of Personal Data, (ii) the disclosure of or access to Personal Data, (iii) any form or purpose of unlawful processing of Personal Data not provided for in the Contract.
For more information on security and where the Data is stored: https://klaxoon.com/solutions/trust-center.
15.5 Back-up and reversibility
KLAXOON undertakes to take all reasonable measures to ensure the protection of the Data stored and/or exchanged via the Service in SaaS mode in accordance with the best practices and the applicable regulations.
KLAXOON undertakes throughout the duration of the Contract to make regular backups of the Client Data hosted on its servers.
However, the Client is informed that it remains responsible for any Data it creates, modifies or deletes via the Service.
Upon Client’s prior written request and subject to the technical feasibility of such request, KLAXOON undertakes to delete or anonymize the Personal Data collected by KLAXOON when creating the User Account. Such request shall be sent to KLAXOON at the following address: legal@klaxoon.com.
For the duration of the Contract, the User may at any time and directly via the Service, delete or retrieve in a readable format, the Data collected when using the Service (user content). For more information: https://static.klaxoon.com/website/pdf/eula.pdf
When KLAXOON repairs or replaces a defective Hardware under warranty and/or when the Hardware is returned by the Client and/or when the Contract is terminated for any reason whatsoever, KLAXOON shall delete all Data recorded on the Hardware.

16.- Termination of the Contract
16.1 Term of the Contract
The Contract shall be automatically and tacitly renewed for successive periods of the same duration as the initial term of the Contract unless
– otherwise expressly agreed between the Parties in the Quote. Or,
– terminated by either Party by registered letter sent at least thirty (30) days prior to the end of the initial period of the Contract and of each renewed period.
16.2 Termination for cause
Without prejudice to any other provisions set forth in the Contract, either Party may terminate the Contract in the event of the other Party’s failure to comply with any of its obligations hereunder.
Termination shall automatically take effect within thirty (30) days following receipt of a formal notice served by registered letter to the defaulting Party, indicating the intention to apply this Article and which has not been followed by any regulation, all without prejudice to any damages that the defaulting Party may be entitled to claim.
In the event of termination of the Contract for any reason whatsoever, the Hardware shall be returned in accordance with the provisions of Articles 6 and 15.5 of the Contract.

17.- Subcontracting
1. KLAXOON may, if necessary, subcontract all or part of the execution of the Service to a third party. KLAXOON shall be responsible for the work, if any, entrusted to its subcontractors.
2. When the subcontracted service is an operation involving the processing of Personal Data, KLAXOON shall ensure that the subcontractor presents sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of Applicable Law. The details of these measures are set forth in the DPA.

18.- Amendment of the Contract
KLAXOON reserves the right to amend the terms and conditions of the Contract at any time. Such amendments shall apply to any new Order received by KLAXOON after the effective date.

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

20.- Severability of a clause
If any provision of the Contract is found to be unwritten, unenforceable or without object under a rule of law in force or a judicial decision that has become final, such provision shall be deemed unwritten without invalidating the Contract or altering the validity of its other provisions, unless such provision was decisive for one of the Parties at the date of signature of the Contract. In this case, the Parties should negotiate in good faith with a view to replacing this clause with a valid clause reflecting their initial intention.

21.- Applicable Law and competent court
1. Except as otherwise provided by mandatory law, any action, dispute or claim of any kind by the Client against KLAXOON in connection with the performance of the Order shall be brought within a maximum period of one (1) year from the occurrence of the event giving rise to the action, dispute or claim.
2. The Contract and all disputes arising therefrom, directly or indirectly, shall be governed by the laws and jurisdictions specified in the Country Specific terms as listed in Appendix 1. Any provision of the Vienna Convention on the International Sale of Goods is excluded.
APPENDIX 1 – COUNTRY SPECIFIC TERMS

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

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

<table>
<thead>
<tr>
<th>Client’s location</th>
<th>KLAXOON Contracting Entity</th>
<th>Notice address</th>
<th>Applicable Law and competent Court (exclusive on any conflict of laws)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North America (Canada, USA)</td>
<td>Klaxoon Inc.</td>
<td>275 3rd St Cambridge, MA 02142-1128, USA Copie à : <a href="mailto:legal@klaxoon.com">legal@klaxoon.com</a></td>
<td>Law of the State of New York (USA) Court of the State of New York (USA)</td>
</tr>
<tr>
<td>Africa, Central America, South America, Middle East, Europe</td>
<td>Klaxoon SAS</td>
<td>3 avenue de Belle Forenais, 35510, Cesson-Sévigné, France Copie à : <a href="mailto:legal@klaxoon.com">legal@klaxoon.com</a></td>
<td>French Law Court of Rennes (France)</td>
</tr>
<tr>
<td>Asia, Pacific</td>
<td>Klaxoon PTE, Ltd.</td>
<td>C/O ATA SINGAPORE PTE, LTD. 600 North Bridge Road, #13-05 Parkview Square Singapore 189578 Copie à : <a href="mailto:legal@klaxoon.com">legal@klaxoon.com</a></td>
<td>Law of Singapore Court of Singapore (Singapore)</td>
</tr>
</tbody>
</table>

2. FRANCE

- Section 3.2 "Terms of Payment" is replaced with the following:

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

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

- Section 5.5 « Hardware warranty » is completed as follows:

For the consumer Client only: KLAXOON guarantees the Hardware according to the conditions defined in this article, without prejudice to the warranty for hidden defects as provided for in articles 1641 to 1649 of the Civil Code and the legal warranty of conformity provided for in articles L.217-4, L.217-5 and L.217-12 of the Consumer Code. The consumer Client may decide to implement the legal guarantee of conformity which applies independently of any commercial guarantee that may have been granted. The Client shall then have two years from the date of delivery of the Hardware to take action. The Client may choose between repairing or replacing the Hardware, subject to the cost conditions provided for in Article L.217-9 of the French Consumer Code. The consumer Client is exempted from proving the existence of the defect of conformity of the Hardware during the 24 months following its delivery, except for the second-hand Hardware. The consumer Client may also decide to invoke the warranty for latent defects under Article 1641 of the Civil Code. In this case, the Client may choose either to terminate the sale or to reduce the price in accordance with Article 1644 of the Civil Code.

In accordance with Article L.111-4 of the French Consumer Code, KLAXOON undertakes to inform the Consumer Client of the date until which spare parts essential to the use of the Hardware are available on the market.

3. UNITED STATES OF AMERICA

➢ HIPAA - FISMA - Sensitive Data

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

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

➢ Exports

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

➢ U.S. Government Entities

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