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4.1 EFFECTIVE DATE

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4.2 TERM

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**Article 10 - TERMINATION**

10.1 In the event of a breach by the Licensee of its obligations hereunder, the Owner may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.

10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use or modify the Software.

**Article 11 - MISCELLANEOUS**

11.1 EXCUSABLE EVENTS

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God or an outside cause, such as defective functioning or interruptions of the electricity or telecommunications networks, network paralysis following a virus attack, intervention by government authorities, natural disasters, water damage, earthquakes, fire, explosions, pandemic, strikes and labor unrest, war, etc.

11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

11.3 The Agreement cancels and replaces any or all previous agreements, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the
agreement between said Parties concerning said purpose. No supplement or modification to
the terms and conditions hereof shall be effective as between the Parties unless it is made in
writing and signed by their duly authorized representatives.

11.4 In the event that one or more of the provisions hereof were to conflict with a current or
future applicable act or legislative text, said act or legislative text shall prevail, and the Parties
shall make the necessary amendments so as to comply with said act or legislative text. All
other provisions shall remain effective. Similarly, invalidity of a provision of the Agreement,
for any reason whatsoever, shall not cause the Agreement as a whole to be invalid.

11.5 LANGUAGE

The Agreement is drafted in English.

Article 12 - GOVERNING LAW AND JURISDICTION

12.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an
amicable solution to any disagreements or disputes that may arise during the performance of
the Agreement.

12.2 Failing an amicable solution within two (2) months as from their occurrence, and unless
emergency proceedings are necessary, the disagreements or disputes shall be referred to the
French competent Courts, by the more diligent Party.