



ARTICLE 1 – DEFINITIONS

- 1.1 “**Agreement**” means to the Special Terms and Conditions and the present Terms of Services.
- 1.2 “**Applicable Law**” means French Law.
- 1.3 “**Client**” means the person or entity whose authorized agent has ordered Services from MARMELAB.
- 1.4 “**Confidential Information**” means, in particular and without limitation, (i) documents, technical, commercial, marketing, financial and advertising information, specifications regarding the Parties and the Services, products, data and know-how, information and/or data relating to the Parties, their organization, their operating and development methods, their structure, their projects, their partners or the Clients, and their relations with third parties regardless of their method of communication, it being understood that the terms and conditions of this Agreement and any work and/or documents developed in relation with this Agreement shall be considered as Confidential Information, (ii) the information concerning MARMELAB and the Client and, (iii) the existence and the terms and conditions of this Agreement.
- 1.5 “**Documentation**” means the official user or operator documentation for the Software and/or the Services and generally made available to the Client, as may be updated from time to time by MARMELAB. Such Documentation will identify the specific product features and functionality of the Software and/or the Services (and each component thereof).
- 1.6 “**End User**” means a user authorized to access or use the Services.
- 1.7 “**Force majeure**” means an event of an insuperable and unstoppable nature resulting from a fact beyond the control of the Parties, which consists of an event or series of events of a climatic, pandemic, bacteriological, military, political or diplomatic nature. As examples, Force majeure events include, but are not limited to, natural phenomena such as tornadoes, floods, hurricanes, earthquakes, volcanic eruptions, the spread of a virus that would be qualified by the relevant authorities as a stage 3 virus or any applicable equivalent, the use by a Government or a terrorist group of weapons of any kind that disrupt the continuity of commercial relationship, social movements of a national scale, the declaration of martial law or the decision by a Government, with or without the participation of its allies, to implement a maritime, air and/or land blockade.
- 1.8 “**Intellectual Property Rights**” means all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.
- 1.9 “**Service(s)**” means the following services offered by MARMELAB and specified in the Specific Terms and Conditions:
- a. “**The Technical Support Services**” on the Software, which are the subject of an annual subscription and encompass notably answers to general usage questions, provision of routine technical assistance, basic configuration, dependence of the Software versions, finding an answer to an issue in the existing corpus (doc, issue GitHub, stack overflow, blog, etc.), confirming and replicating a bug, etc.;
 - b. “**The Professional Services**”, which are subject to specific pricing, and encompass notably:
 - i. Auditing services;
 - ii. Coaching services;
 - iii. Specific development for the implementation of the Software ;
 - iv. The resolution of a bug that does not fall within the Technical Support Services and requires specific developments.
- 1.10 “**Services Fees**” means the fees for Services and Software specified in the Special Terms and Conditions.
- 1.11 “**Special Terms and Conditions**” means the Technical Support Service and/or the Professional Service to which the Client has subscribed, and notably, its specifications and financial conditions, and the number of the End Users to have access to the Services.
- 1.12 “**Software**” means:



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- The “**React-admin Software**”, a frontend framework for building admin applications running in the browser on top of REST/GraphQL services, using ES6, React and Material Design, open sourced (MIT license) and maintained by MARMELAB, and all updates and upgrades thereto;
- The “**React-admin Private Modules**”, a set of extensions for the React-admin Software allowing easier building of professional web applications that rely on the React-admin Software and address specific requirements of sophisticated data-driven apps, such as complex data structures, fine-grained permissions, optimized workflows, *etc.* The code of the React-admin Private Modules is not open-source.

1.13 “**Term**” means the period for which the Client has purchased the Services and any subsequent renewal periods and will commence on the date of purchase of the Services.

1.14 “**Third Party Products**” means any software or hardware that is manufactured by a party other than MARMELAB and has not been incorporated into the Software and/or the Services by MARMELAB.

ARTICLE 2 – GENERAL

2.1 Scope and Entry into Force. The Client shall be deemed to have accepted without reservation the entire Agreement, which comes into force, unless otherwise stipulated in writing and accepted by MARMELAB, as from the signature of the Special Terms and Conditions or the commencement of any performance of Services.

Except with MARMELAB's express written consent, no general or specific stipulation contained in the documents sent or delivered by the Client, including its general purchase conditions, may be incorporated herein.

Unless otherwise agreed and unless the Client has expressly contested their content, these Terms of Services shall also apply to all future business relations between the Client and MARMELAB, without MARMELAB having to refer to them again in each individual case.

2.2 Amendment to the Agreement. MARMELAB reserves the right to modify the Terms of Services at any time subject only to prior written notice to the Client. Should the Client refuse, it shall have the right to object within one (1) month and terminate the Contract under the duration and termination provisions of article 12 hereinafter, and the applicable Terms of Services shall be the ones the Client subscribed to up until the Agreement's termination. The effective date of these modifications will be brought to the Client's attention.

2.3 Contractual Documents. The Agreement consists of the following contractual documents, presented in descending order of legal value: the Services Terms and the Special Terms and Conditions. In the event of conflict between one and/or more provisions contained in one of these documents, the document of higher rank shall prevail.

ARTICLE 3 – PROVISION OF SERVICES

3.1 Services Provision: MARMELAB will provide the Services in a professional manner consistent with industry standards and in compliance with the provision of the Agreement and the Applicable Law.

Services will be provided by MARMELAB under the conditions set forth in the Special Terms and Conditions and the following terms:

- Supported Software Version.** and/or the previous one at the date the Services are provided. Thus, in the event a new version of the Software is published, MARMELAB will only provide the Services on this version and the previous one.
- Web Browser.** The Software requires the use of the following web browsers: “Mozilla Firefox”, “Google Chrome”, “Apple Safari” and “Edge” in their “Evergreen” version (“Internet Explorer” is excluded);
- Languages.** Services are provided in French and in English;
- Working Days and Business Hours.** Services shall be provided by MARMELAB from 9 AM to 6.00 PM CET from Monday to Friday, except during French bank holidays, the week of Christmas (December 25th) and the first two weeks of August;

3.2 Exclusions. The Agreement does not apply to any unavailability, suspension or termination of the Service's performance issues that:

- Are caused by factors outside of our reasonable control, including any Force Majeure event result from any actions or inactions of the Client or any third party;



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- b. Result from the Client's equipment, software or other technology and/or third-party equipment, software or other technology;
- c. Result from any maintenance as provided for purchasing the Services or related planned works in order to keep the system future proof (e.g. software upgrades etc.) ;
- d. Use of the Software with unsupported tools as specified in the Software documentation accessible online at the following address: <https://marmelab.com/react-admin> (React-admin Software, open-source edition) and <https://react-admin-ee.marmelab.com/whats-new> (React-admin Private Modules).

ARTICLE 4 – CLIENT'S OBLIGATIONS

- 4.1** In order to enable MARMELAB to provide the Services, the Client shall:
- a. Promptly report to MARMELAB all problems with the Services and will implement any corrective procedures provided by MARMELAB upon receipt of the request;
 - b. Provide MARMELAB with all information, access, and full good faith, cooperation reasonably necessary to facilitate the provision of Services, and in particular to relevant piece of the Client's source code, data and to all the relevant. The Client's failure or delay in its performance of any of the foregoing relieves MARMELAB of its obligations under this Agreement to the extent that such obligations are dependent upon the Client's performance;
 - c. Provide MARMELAB a list of contacts (including name, email address, and phone number) of those individuals authorized to open service requests on the Client's behalf. These authorized contacts must have the access and authority to administer or configure the Services as required by the nature of the Service Request. MARMELAB may also provide support directly to the End Users of the Services;
 - d. Be solely responsible for the use of the Services by its personnel and will properly train its personnel in the use and application of the Services;
 - e. Be solely responsible for protecting and backing up the data and information stored on the computers on which the Services are used, and should confirm that the data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable before contacting MARMELAB for technical support. MARMELAB is not responsible for lost data or information in the event of errors or other malfunction of the Software and/or the Services or computers on which the Software and/or the Services are used.
- 4.2** The Client is responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Software, the Services, including, without limitation, computers, computer operating systems, software, data storage, network devices, and web browsers

ARTICLE 5 – INTELLECTUAL PROPERTY

- 5.1 Intellectual Property Rights related to the Software.** The React-admin Software is an open source software licensed under the MIT License. The Client shall comply with any requirements and/or obligations of the abovementioned license. However, all intellectual property rights on the React-admin Private Modules shall remain vested in MARMELAB and no provision of the Agreement shall assign to the Client the property of the existing rights, titles or interest related to the rights on the React-admin Private Modules.
- 5.2 Intellectual Property Rights related to the Services.** Provisions governing the Intellectual Property Rights of the Services are set forth in the Special Terms and Conditions.

ARTICLE 6 – FINANCIAL PROVISIONS

- 6.1 Subscription Condition and Services Fee.** Subscription conditions and Services Fee are specified in the Special Terms and Conditions. All prices made available through the platform Lemonsqueezy.com are created in Euros and are valid until altered by MARMELAB. Prices are not inclusive of VAT. VAT differs between countries and are automatically applied by Lemonsqueezy during the purchase.
- 6.2 Payments Terms.** All payments are processed by Lemonsqueezy in accordance with their standard terms and conditions. The online purchase depends on Lemonsqueezy and operates by credit card or PayPal interface at the indicated price. Payments are secured by and under the responsibility of Lemonsqueezy. The Client is subject to



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the [Lemonsqueezy terms of use](#). Instant payment transactions on digital downloaded cannot be cancelled once the License Key has been downloaded.

6.3 Invoices Terms. All invoices issued by MARMELAB are due and payable within thirty (30) days of the date of the invoice. If the Client fails to pay the sums provided for in this Agreement when due:

- a. MARMELAB shall be entitled a late payment interest as the rate of three (3) times the late interest rate and a lump compensation of forty euros (40 €);
- b. MARMELAB shall obtain a reasonable compensation from the Client for any recovery cost exceeding the lump compensation and incurred due to the Client's late payment;
- c. MARMELAB shall be entitled to suspend the Services as per article 12 and/or terminate the Agreement as per article 13 of this Agreement.

ARTICLE 7 – LICENSE GRANT FOR REACT-ADMIN PRIVATE MODULES

7.1 License Grant. Subject to the payment of Service fees and compliance with the terms of this Agreement, MARMELAB grants the Client a limited, non-exclusive, non-transferable, and non-sublicensable license to use the React-admin Private Modules for the purpose of developing and deploying web applications for both internal and public use.

7.2 License Scope and Developer Limitations

- a. The license is granted per developer, meaning only a limited number of developers may access and use the React-admin Private Modules, as defined in the Client's purchased license.
- b. The Client may reassign licenses among its developers via the administration tool provided by MARMELAB, but the total number of developers using the React-admin Private Modules at any given time must not exceed the licensed limit.
- c. If the Client needs additional developers to use the React-admin Private Modules, the Client must purchase an upgraded license before allowing them access.

7.3 License Duration and Renewal

- a. The license is granted per developer for the duration of the development phase of the Client's application.
- b. Once development is complete, the Client may cancel its subscription and continue using the last version of the React-admin Private Modules obtained during the subscription period, indefinitely, without further payment.
- c. However, if the Client wishes to make any further modifications, updates, or enhancements to the application using the React-admin Private Modules, the Client must reactivate a valid subscription for each developer making modifications.
- d. During any inactive subscription period, the Client loses access to updates, technical support, and the private npm registry where the React-admin Private Modules are published.

7.4 Restrictions.

The Client agrees not to:

- a. Distribute, sell, rent, sublicense, or assign the React-admin Private Modules to any third party, except with MARMELAB's prior written authorization;
- b. Copy, modify, or create derivative works based on the React-admin Private Modules, in whole or in part, except as required for integration into their web applications;
- c. Expose or distribute the uncompiled source code of the React-admin Private Modules, whether intentionally or unintentionally, including through public repositories or client-side distribution mechanisms;
- d. Use the React-admin Private Modules to develop a competing product or provide similar services to those offered by MARMELAB.

ARTICLE 8 – TERM OF THE AGREEMENT

The term of the Services is specified in the Special Terms and Conditions.



ARTICLE 9 – DISCLAIMER OF WARRANTIES

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

- 8.1** THE CLIENT USES OF THE SERVICES AND THE SOFTWARE ARE AT THEIR SOLE RISK. THE SERVICES AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. MARMELAB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 8.2** EXCEPT OTHERWISE PROVIDED IN THE SPECIAL TERMS AND CONDITIONS, THE CLIENT'S EXCLUSIVE REMEDY AND MARMELAB'S ENTIRE LIABILITY SHALL BE (i) THE CORRECTION OF SERVICES AND/OR THE SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF MARMELAB CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE CLIENT MAY END THE SERVICES AND RECOVER A PRORATED PORTION OF ANY MAINTENANCE FEES PREPAID TO MARMELAB; OR (ii) THE REPERFORMANCE OF THE DEFICIENT SUPPORT SERVICES. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.3** MARMELAB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS MAKE NO WARRANTY THAT (i) THE SERVICES AND/OR THE SOFTWARE WILL MEET THE CLIENT'S REQUIREMENTS, (ii) THE SERVICES AND/OR THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR THE SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CLIENT THROUGH THE SERVICES AND/OR THE SOFTWARE WILL MEET THE CLIENT'S EXPECTATION, (v) ANY ERRORS IN THE SERVICES AND/OR THE SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.
- 8.4** ANY EQUIPEMENT AND/OR SOFTWARE USE WITH THE SERVICES AND/OR THE SOFTWARE IS DONE AT THE CLIENT'S OWN DISCRETION AND RISK, AND THE CLIENTS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR EQUIPEMENT AND/OR SOFTWARE THAT RESULTS FROM THEIR USE OF THE SERVICES.
- 8.5** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CLIENT FROM MARMELAB THROUGH OR FROM THE SERVICES AND/OR THE SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

ARTICLE 10 – LIMITATION OF LIABILITY

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT NEITHER MARMELAB NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR PARTNERS, WILL BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MARMELAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY

TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CLIENT'S SERVICES, AND/OR INSTALLATION, AND/OR EQUIPMENT; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) FAILURE TO INSURE

THE COMPATIBILITY OF THE CLIENT'S EQUIPMENT WITH THE SERVICES; (f) ANY OTHER MATTER RELATING TO THE SERVICES.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT MARMELAB, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE



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AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY THE CLIENT TO MARMELAB DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

ARTICLE 11 – OPERATIONAL LIMIT AND FORCE MAJEURE

10.1 Operational Limit. Provisioning of the Services is subject to the availability and the operational limitations of the requisite equipment and associated facilities. The Client understands and agrees that temporary interruptions of the Services may occur as normal events in the provision of the Services and that MARMELAB shall not be liable for such interruptions. The Client further understands and agrees that MARMELAB has no control over third-party electrical networks the Client may access in the course of their use of the Services, and therefore, delays and disruptions of other electrical network are beyond the control of MARMELAB.

10.2 Force majeure. Both Parties will be exempt from any liability in case of total or partial breach of this Agreement, even temporary if caused by a Force Majeure event. In the event of the occurrence of a situation that it considers to be Force Majeure, the concerned Party shall promptly notify the other Party of the situation by registered letter, specifying the nature of the event(s), their impact on its ability to perform its obligations as provided for in this Agreement, as well as any supporting document attesting to the reality of the Force Majeure event. Are considered as supporting documents notably, but not exclusively, any declaration, certificate, legislation, decree, order or other measures taken by a Government at local, national or international level concerning the events invoked as Force Majeure. In the event that the Party invoking a Force Majeure event characterizes it, its obligations shall be suspended for a period of three (3) months. Beyond this period, if the situation of Force Majeure continues, the Agreement shall be automatically terminated. Any suspension of performance of the Agreement by application of this Article shall be strictly limited to the commitments whose performance has been prevented by the circumstances of Force Majeure and to the period during which the circumstances of Force Majeure have acted. In any event, if the impediment is or becomes definitive, the Agreement shall be automatically terminated. The Parties shall endeavor in good faith to take all reasonably possible measures to continue the realization of the Installation and/or the performance of the Services. The Parties shall endeavor in good faith to take all reasonably possible measures to continue the performance of the Services. It is understood between the Parties that the services are performed in the course of the reciprocal execution of the Agreement and that in the event of suspension or termination of commitments, the Client will pay MARMELAB's fees calculated on a *pro rata temporis* basis (and the costs and fees due in the event of resumption after suspension). In any case, any payment already received by MARMELAB for the performance of the Services shall remain definitively acquired.

ARTICLE 12 – SUSPENSION

In case of a serious or persistent breach by the Client of one of its obligations under this Agreement (in particular unjustified late or non-payment) which the Client has not remedied within eight (8) days following the sending of a formal notice, MARMELAB will suspend the Services.

MARMELAB reserves the right to send the formal notice after the suspension of the Services in case of emergency. From the date of suspension of the Services, the Client has fifteen (15) days to remedy its default. Otherwise, MARMELAB may terminate the Agreement, preserving its rights to recover the sums still owed by the Client, and to charge a collection fee of fifty EUR (50 €).

ARTICLE 13 – TERMINATION

12.1 Termination by MARMELAB. In addition to specific termination provisions that may be set forth in the Special Terms and Conditions, Services may be terminated by MARMELAB prior to the expiration of the Term upon the occurrence of any of the following events of default and the failure of the Client to cure such default within thirty (30) days after written notice of such default has been given by MARMELAB to the Client: (a) if any undisputed sum of money owed by the Client is not paid when due; (b) if any breach occurs under any confidentiality provisions; or (c) if any material breach by the Client occurs as to any other term hereof or any other agreement between MARMELAB and the Client. In the event of any such default and the continuance thereof beyond the applicable cure period, MARMELAB shall have the option to terminate Services by giving written notice of termination to the Client. Upon such termination, all amounts owed by the Client and unpaid as of the date of such termination shall become immediately due and payable to MARMELAB.

12.2 Termination by the Client. Services may be terminated by the Client prior to the expiration of the Term in the event of a breach by MARMELAB of any warranty expressly set forth herein or a material breach by MARMELAB of any



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other term or condition hereof and MARMELAB fails to cure such breach within thirty (30) days after written notice of such breach is given by the Client to MARMELAB. In the event of any such default, the Client shall have the option to terminate Services by giving notice of termination to MARMELAB immediately and receive a refund of any prepaid Services Fees for that portion of the Services period subsequent to such termination.

12.3 Insolvency proceedings. If either party goes into receivership, bankruptcy, or insolvency, or makes an assignment for the benefit of creditors, or ceases to operate its business, Services shall be immediately terminable by the other party by written notice, but without prejudice to any rights of the terminating party hereunder, such termination to be effective as of one day prior to such event.

12.4 The Client's payment obligations. The Client's payment obligations and any other provision hereof, which by its terms is intended to so survive, shall survive any expiration or termination of Support Services for any reason.

ARTICLE 14 – CONFIDENTIALITY

13.1 Non-disclosure. During the Term and for a period of one (1) year after its termination for any reason whatsoever, the Parties undertake to ensure that Confidential Information:

- a. Is not communicated to any third party;
- b. Is only disclosed to those of the Parties' Staff who need to know it in the framework of the Services and in the framework of any eventual work related to or arising out of this Agreement;
- c. Is protected and kept strictly confidential and secret by any personnel of the Parties engaged in the provision of the Services, such personnel being responsible for ensuring that no document or element referring or relating to, or whose content refers or relates to the Confidential Information, is visible or accessible by a third party who may be present at the Parties' premises;
- d. Is not used, whether in full or in part, for any purpose or objective other than the execution of the Services and/or any work related to or arising out of this Agreement;
- e. Is not copied, reproduced or duplicated in full or in part except as required in the context of the conduct of this Agreement or any work relating thereto or arising therefrom.

Disclosure of Confidential Information to third parties shall not be considered to have been made in breach of the aforementioned obligations if:

- a. The Party accused of disclosing the Confidential Information can prove that it was legally and without fraud in possession of said Confidential Information on the Effective Date or prior to the disclosure of that Confidential Information by the disclosing Party;
- b. Said Confidential Information is in the public domain, where the existence of the Confidential Information in the public domain is not due to an unauthorized disclosure by the Party considered to having disclosed it;
- c. Said Confidential Information has been disclosed to the recipient by a third party who is under no obligation of confidentiality to the disclosing Party;
- d. Said Confidential Information has been developed by employees of the recipient Party who had no access to Confidential Information received from the disclosing Party;
- e. Said Confidential Information is required to be disclosed by a court or tribunal of competent jurisdiction, or any other competent authority.

13.2 Return of Documents. Upon termination of this Agreement for any reason whatsoever, each Party shall return to the other Party all tangible material embodying or containing Confidential Information (including every copy of documents reflecting Confidential Information); or (ii) destroy all tangible material embodying or containing Confidential Information.

13.3 Publicity. MARMELAB is entitled to make any public announcement regarding its association with the Client; (ii) use the Client's name and trademark(s) in any promotional materials or activities or publications.

ARTICLE 15 – DATA



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14.1 Preamble. The Client is informed of the regulations related to the marketing communication, of Law n° 2004-575 of June 21st 2014 for confidence in the digital economy, of Law n° 2004-801 of August 6th 2004 on the protection of individuals with regard to the processing of personal data, and of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

14.2 Collection and Processing of Personal Data. The processing of personal data, namely the identity, contact details and other information provided of the Client and the End Users regarding the services provided by MARMELAB, is carried out by or on behalf of MARMELAB

MARMELAB collects the Client's personal data in order to:

- Enable the provision of the Services;
- Enable the Client and/or and the End Users to obtain information about the Services provided by MARMELAB;
- Allow MARMELAB to process The Client and/or and the End Users' requests. Without this information, the processing of requests or the provision of services by MARMELAB or its affiliates may be delayed or simply impossible;
- Comply with legal obligations;
- Gather statistics on the performance and the use of the Services.

Personal data is only accessible to MARMELAB's employees that have to have access to the information for their professional activities. Personal data is not disclosed to any third party, except to service providers acting on behalf of MARMELAB, on the basis of contractual agreements that provide for strict data protection obligations, and for the sole purposes mentioned above.

MARMELAB may also have to transfer personal data to third parties upon request of an authority empowered by law to do so, pursuant to applicable laws and regulations.

MARMELAB undertakes to take all necessary measures to guarantee the security of personal data, in particular that it is not disclosed to unauthorized persons. If an incident affecting the integrity or confidentiality of personal data is brought to the attention of MARMELAB, they undertake to inform the user as soon as possible and of the corrective measures taken.

14.3 Retention of personal data. Personal data is retained by MARMELAB until the last use of the Services or the last subscription to a service, and in principle for up to three (3) months thereafter, unless applicable laws and regulations require a longer or shorter retention period.

14.4 Rights. In accordance with current European regulations, the Client and the End Users s have the following rights:

- a. The right to access, rectify, update, complete, block or delete personal data when it is inaccurate, incomplete, ambiguous, outdated, or whose collection, use, communication or storage is prohibited;
- b. The right to withdraw consent at any time;
- c. The right to limit the processing of personal data;
- d. The right to object to the processing of personal data;
- e. The right to the portability of personal data provided by users when such data is subject to automated processing based on their consent or on a contract;
- f. The right to determine the fate of the personal data after the user's death and to choose to whom MARMELAB should communicate, or not.

To exercise these rights, requests should be addressed to MARMELAB:

- a. By mail to MARMELAB, 4 rue Girardet, 54 000 NANCY, France ;
- b. By email at contact@marmelab.com ;

In any case, the user will have to indicate the personal data that he/she would like MARMELAB to correct, update



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or delete, identifying him/herself precisely with a copy of an identity document. Requests for the deletion of personal data will be subject to legal obligations, in particular with regard to the conservation or archiving of documents.

ARTICLE 16 : GENERAL

- 15.1 Contact Information.** Unless otherwise specified in this Agreement, notices by the Client to MARMELAB's Customer Service must be given by email at contact@marmelab.com, or by mail at MARMELAB, 4 rue Girardet, 54 000 NANCY, France.
- 15.2 Trademark information/Proprietary Rights.** MARMELAB and MARMELAB's logos, brands, product and service names ("MARMELAB marks") are registered trademarks or trademarks of MARMELAB Intellectual Property. Any use of MARMELAB Marks is prohibited without permission of MARMELAB Intellectual Property.
- 15.3 Additional Terms.** This Agreement, any other policies or guidelines referenced herein, and the terms set forth in any promotional offer for the Services constitute the entire agreement between MARMELAB and the Client. This Agreement governs the Client's use of the Services, superseding any prior agreement between the Client and MARMELAB with respect to the subject matter of the Agreement. The failure of MARMELAB to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. The Client agrees that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement. The Client agrees that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Services, or the Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. MARMELAB can assign all or part of MARMELAB's rights or duties under this Agreement without notifying the Client. The Client may not assign this Agreement or the Services without prior written consent of MARMELAB. If any part of the Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The article titles and paragraph headings in the Agreement are for convenience only and have no legal or contractual effect.
- 15.4 Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement.

ARTICLE 17 : APPLICABLE LAW – DISPUTE RESOLUTION

- 16.1 Applicable Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of France.
- 16.2 Jurisdiction.** For the resolution of any dispute regarding interpretation and/or performance of this Agreement, the Parties, expressly waiving any other forum that might correspond to them, submit to the exclusive jurisdiction of the competent courts and tribunals of Nancy (France).