

General Terms and Conditions of Supply

1. DEFINITIONS

1. Unless otherwise defined, capitalized terms, singular or plural, used in the Terms shall have the meaning set out below:
2. **Affiliate(s):** means with respect to ORME, any other person or entity directly or indirectly controlling or controlled by or under common control with ORME
3. **Designated Equipment:** means collectively the designated network and authorized workstation terminals, including but not limited to desktops, laptops, and/or other devices operated by or associated with the Customer at the site(s) identified in the Offer;
4. **Documentation:** means the specifications and other documentation relating to the use and performance of a Software, that may be provided by ORME, in effect at the time such Software is provided to the Customer;
5. **IPR:** means patents of any type, design rights, utility models or other similar invention rights, copyrights, droits d'auteur, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired;
6. **Offer:** means the technical and commercial offer issued by ORME at the request of the Customer, which describes the Services the Customer may order from ORME;
7. **ORME:** means ORME SARL, a French company registered under the laws of the France whose registered office is at 21, Rue du Village d'Entreprises, Bat 7, FR31670 LABEGE and registered in Toulouse under the number B 408 834 141;
8. **Partie(s):** means collectively or individually, ORME and/or the Customer.
9. **Terms:** means those general terms and conditions of supply contained herein;
10. **Services:** means the license to use the Software and services related to, such as support, specific software development and training;
11. **Software:** means the computer software programs identified in the Offer as proprietary to ORME and all related materials and documentation received by the Customer from ORME;
12. **Specific Development(s):** means any specific software developments related to the Software ordered by the Customer;
13. **Use:** means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

2. PREAMBLE

1. ORME is a company which develops software and supplies services related to.
2. The Terms shall apply to all quotations and sales made by ORME concerning the Services.
3. All contract documents will be taken as mutually explanatory of one another. In case of conflict, the documents will be interpreted and prevail in the following order of precedence:
 - a) the Offer, including any particular terms and conditions incorporated into the Offer
 - b) these Terms;
 - c) as applicable, the appendices to and/or the documents referenced in the Offer, in the order of precedence stated in the Offer
 - d) the order from the Customer.
4. Unless otherwise agreed in writing by both Parties, any order placed with ORME and the acceptance of or the payment for any Service shall be deemed to be the acceptance of the Terms (irrespective of whether the customer accepts the Terms by a written acknowledgement).
5. The Terms shall prevail over any purchase conditions of the Customer notwithstanding any provision to the contrary therein.

3. ORDERS

1. At request of the Customer, ORME shall issue an Offer. The Services shall be subject to due ordering by the Customer according to the Offer issued by ORME. Orders shall include all appropriate information including but not limited to the description of the Services requested, order number, delivery schedule, Offer. Orders for Services may be placed in writing (telex, letter, mail) or by telephone (to be confirmed in writing).
2. For any order related to any software development, a thirty (30) percent down payment will be required upon receipt of the order.
3. Unless otherwise provided in any relevant specifications/guides, the obligation to perform and accept the Services mentioned in the order shall become binding upon both parties only after the issuance by ORME of an order acceptance in written form.
4. Any change to the Offer made by ORME after receipt of an order shall be sent for approval to the Customer and shall be binding upon both parties if the Customer has not issued any written objection within eight (8) working days from the date of the changed order is received by the Customer. If the Customer issues a written objection within the relevant period, ORME and the Customer shall negotiate in good faith with a view to reaching mutual agreement. If an agreement is not reached within thirty (30) days after issuance by the Customer of an objection the order shall be deemed cancelled provided that if ORME was required to start performing the Services the Customer shall be required to accept such Services and pay reasonable prices therefor.
5. Any Offer issued by ORME constitutes a firm and valid offer for ninety (90) days from the date of the quotation, except for those requests for Offer which are received within the last ninety (90) days of the current calendar year. The Offers are valid only till the end of the calendar year unless otherwise stated.
6. As soon as the obligation to buy and to supply Services is binding upon both parties, any cancellation, modification and/or reduction in the terms and conditions of the order is subject to the prior approval of ORME. Cancellation or reduction of the order may result in additional charge to the Customer.

4. PRICES

1. Price quotations are made in Euros depending on the type of Services
2. All invoices for Services will be at the price indicated in the Offer or order change notice.
3. All prices listed are net and are exclusive of additional costs such as any travel expenses or taxes or duties which could be levied in connection with grant of the license or the performance of Services. Should any taxes, duties, charges or other be levied, the Customer shall (a) ensure that the deduction or withholding does not exceed the amount legally required; (b) forthwith pay to ORME such additional amounts as will result in the receipt by ORME of the full amount which would have

been received had no such deduction or withholding been required; and (c) pay to the relevant authorities the full amount required.

4. Except in case of significant error or omission by ORME in price preparation, prices will remain firm for orders received and accepted by ORME during the applicable calendar year. Orders will be invoiced on the basis of the price list in force on the date of the acceptance of order by ORME.

5. TERMS OF PAYMENT

1. Unless otherwise expressly stated by ORME, payment shall be made no later than thirty (30) days from date of invoice, and the value date on which such payment is credited to ORME's account shall fall within this thirty (30) day period. When partial deliveries are made, payments shall become due in accordance with the relevant invoices therefor.
2. Payment shall be made in immediately available funds in the quoted currency. In case of payment in any other free convertible currency the exchange rate valid on the day of actual money transfer shall be applied for conversion.
3. In case down payment is due in respect of article 3.2, such down payment shall be (i) the property of the ORME and (ii) non-refundable; however, and ORME may pay to the Customer an amount equal to such down payment, in the event of termination for ORME's default.
4. If any payment due to ORME is not received on the due date, without prejudice to ORME's other rights (including but not limited to the right to claim for payment of any outstanding amount and to cease performance of Services to the Customer), ORME shall be entitled to interest for late payment calculated on the amount due from and including the due date of payment up to and including the date when the payment is received by ORME at a rate equal to the EURIBOR Rate plus ten (10) points. All such interest shall be compounded monthly and calculated on the basis of the actual number of days elapsed in the month assuming a thirty (30) day month and a three hundred and sixty (360) day year. In case of any delay in payment, the Customer shall pay to ORME a fixed sum of forty (40) euros for compensation of recovery costs; ORME being entitled to claim for any additional recovery costs.
5. Payments due to ORME shall not be affected by any set-off or counterclaim of any kind whatsoever. Each Service is an independent transaction and no claim from the Customer can validly suspend payment due to ORME.
6. Regardless of the means of payment used, no payment is deemed to be made until the sum has been completely and irrevocably credited to the ORME's account.

6. COOPERATION OF THE CUSTOMER

1. The Customer will at all times provide details or information, useful or required in connection with a proper performance of the Services, as well as its full cooperation to ORME.
2. The Customer will be responsible for the use and the application within its organization of the Software and the Services to be provided by ORME as well as for the monitoring and security procedures and an adequate system management.
3. In the event information, required in connection with the performance of the Services, are, not timely or not in accordance with the Terms at the disposal of ORME or in the event the Customer is not fulfilling its obligations in any other manner, ORME will, in any case, be entitled to suspend the performance of the Services as well as to charge the costs, incurred in connection therewith, in accordance with its regular fees.
4. In the event employees of ORME perform Services at the Customer's premises, the Customer will, free of charge, take care of, reasonably requested, facilities for these employees such as, if applicable, a working space with telecommunication facilities. The Customer will indemnify ORME against claims of third parties, such to include employees of ORME, who, in connection with the performance of the Services, incur damages resulting from actions or omissions on the part of the Customer or from unsafe situations at the Customer's premises.

7. SOFTWARE LICENCE

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1. In the case where a license to use a Software is ordered by the Customer, the following provisions shall apply.
 2. Subject to Customer's compliance with the Terms, ORME grants to the Customer a non-exclusive, non-transferable, with no right to sublicense, limited license to use the Software, and to use the Documentation on the Designated Equipment to run the Customer's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with Terms.
 3. The license is granted for the duration of the droits d'auteur (copyright) embodied in ORME software
 4. ORME offer four types of license:
 - Trial licenses: they are granted by ORME for test purposes for a maximum of thirty (30) days unless otherwise expressly stated by ORME. Available features are limited and defined by ORME.
 - Stand-alone licenses: they are intended for use on one single computer. They may not be run from a server or accessed via remote desktop connections. Every stand-alone license comes with its own key which unlocks the software. Stand-alone licenses may be transferred from one computer to another once a year, but may never be used one more than one computer at a time. The key necessary to unlock the Software may be regenerated by ORME to the Customer once a year. Otherwise this regeneration shall be charged to the Customer. ORME shall not regenerate the license key more than five (5) years after the purchase of the Software, unless a maintenance agreement was purchased.
 - One-country network licenses: they are intended to serve multiple users from a network server. The software is installed on a single server, but may also be installed on an unlimited number of client computers inside the same country. The restriction is placed on the number of users who can access the software at the same time, i.e., concurrently. Network licenses use FLEXnet technology and come with one serial number and activation ID, regardless of the number of users.
 - Worldwide network licenses: they are intended to serve multiple users from a network server. The software is installed on a single server, but may also be installed on an unlimited number of client computers worldwide. The restriction is placed on the number of users who can access the software at the same time, i.e., concurrently. Network licenses use FLEXnet technology and come with one serial number and activation ID, regardless of the number of users.
 5. Regarding the trial license and the stand-alone license, the Customer is authorized to use the Software only on Designated Equipment used through the site(s) specified in the Offer.
 6. Regarding the one-country network license, the Customer is authorized to use the Software only for a certain number of users at the same time and through the site(s) in the same country specified in the Offer.
 7. Regarding the worldwide network license, the Customer is authorized to use the Software only for a certain number of users at the same time and through the site(s) specified in the Offer.
 8. The Customer agrees that it will not use or permit the Software to be used in any manner, whether directly or indirectly, that would enable the Customer's customers, employees, or any other person or entity to use the Software on other than the Designated Equipment at the site(s) specified in the Offer. The Customer will take all necessary steps to protect the security and confidentiality of all data, information, programs, systems, materials, techniques, and procedures which are delivered to the Customer by ORME.
 9. The Customer acknowledges and agrees that the Software is the proprietary information and a trade secret of ORME and that the Terms grant the Customer no title or rights of ownership in the Software. The Customer agrees not to market, sublicense, distribute, permit timeshare, or allow any other access to the Software other than the Customer's own internal use as permitted hereby. The data files and data stored in the Software are and shall remain the exclusive property of the Customer.
 10. ORME shall provide the Customer with the Software in machine readable object code form, training materials and the on-line help system for the Software.
 11. Customer agrees not to remove or destroy any proprietary or copyright markings or confidential legends placed upon or contained within the Software or any related material and documentation.
 12. The Customer is not authorized to and shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, or other version of the software, documentation or information furnished by ORME in machine-readable form other than five (5) copies of the software for back-up or archival purposes only; (ii) create or attempt to create, reverse engineer or otherwise, the source programs or any part thereof from the Software or from other information made available

under the Terms or otherwise (whether oral, written, tangible, or intangible); (iii) modify the Software in any manner without the express written authorization of ORME or the appropriate third party supplier, as the case may be. The Customer may copy for its own use and at its own expense training materials and other printed terminal-user-oriented materials. All such copies shall contain ORME's copyright notice and ownership declaration. Notwithstanding clause (ii) above and to the extent not achievable through the licensing of an additional Software, the Customer may reverse engineer a Software to the extent necessary to achieve interoperability between the Software; provided, however, that prior to engaging in such reverse engineering, the Customer shall request in writing from ORME the information that the Customer reasonably requires to achieve such interoperability and shall afford ORME a reasonable opportunity to provide, in ORME's discretion, such information. In the event that ORME provides such information, the Customer shall not reverse engineer the Software.

8. REGULATION TEMPLATE LICENSE

1. Regulation Templates to be used with ORME's software can be purchased by the Customer. In the case where a license to use a Regulation Template is ordered by the Customer, the following provisions shall apply.
2. Subject to Customer's compliance with the Terms, ORME grants to the Customer a non-exclusive, non-transferable, with no right to sublicense, limited license to use the Regulation Template for the Customer's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with Terms.
3. The license is granted for the duration of the droits d'auteur (copyright) embodied in ORME software
4. ORME offer three types of license:
 - Site licenses: they are intended for use in one company, in one site. They may be installed on an unlimited number of client computers inside the same company and in the same site.
 - One-country licenses: they may be installed on an unlimited number of client computers inside the same company and inside the same country.
 - Worldwide licenses: they may be installed on an unlimited number of client computers inside the same company worldwide.
5. The Customer agrees that it will not use or permit the Regulation Templates to be used in any manner, whether directly or indirectly, that would enable the Customer's customers, employees, or any other person or entity to use the Templates on other than the Designated Equipment at the site(s) specified in the Offer. The Customer will take all necessary steps to protect the security and confidentiality of all data, information, programs, systems, materials, techniques, and procedures which are delivered to the Customer by ORME.
6. The Customer acknowledges and agrees that the Templates is the proprietary information and a trade secret of ORME and that the Terms grant the Customer no title or rights of ownership in the Templates. The Customer agrees not to market, sublicense, distribute, permit timeshare, or allow any other access to the Templates other than the Customer's own internal use as permitted hereby. The data files and data stored in the Software are and shall remain the exclusive property of the Customer.
7. ORME shall provide the Customer with the Template in ORME's software readable format.
8. The Customer can customize or modify the Regulation Templates, but only the Regulation Template provided by ORME will be maintained and supported during the guarantee or maintenance period.

9. SPECIFIC DEVELOPMENTS

1. At the request of the Customer, ORME may perform Specific Developments related or not to the Software and as specified in the Offer.
The Customer shall send to ORME with the request for Specific Developments, technical specifications including its needs and its constraints so as ORME could issue an Offer.

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2. ORME and the Customer will, in writing, specify which Specific Development will be performed and in which manner this will take place. ORME will carefully carry out the Specific Development on the basis of the information provided by the Customer, the correctness, completeness and consistency of which will be guaranteed by the Customer.
 3. ORME will be entitled yet not obliged to examine the correctness, completeness or consistency of the information or specifications rendered available to the same and, upon observation of possible discrepancies, suspend the agreed work activities until the Customer remedied the relevant discrepancies.
 4. Specific Developments shall remain ORME's property. ORME grants to the Customer a non-exclusive, transferable, with right to sublicense, worldwide, limited license to Use the Specific Development. In the event and insofar this is explicitly agreed in writing, the source code of the Specific Development and the technical documentation produced during the development of the Specific Development may be rendered available to the Customer and the Customer will be entitled to implement amendments in this Specific Development.
 5. At the Customer's written request, ORME will activate and install the Specific Development for the Customer in conformity with the specifications established in writing.
 6. In the event an acceptance test is agreed upon in writing the test period will amount to fourteen (14) days following delivery or, in the event installation by ORME is agreed in writing, following completion of the installation. During the test period the Customer will not be authorized to use the Specific Development for productive or operational purposes.
 7. The Specific Development will be considered accepted by and between the parties:
 - a. In the event the Parties did not agree on an acceptance test: upon delivery or, in the event installation by ORME is agreed in writing, following completion of the installation; or
 - b. in the event the Parties in writing, agreed on an acceptance test: on the first day following the test period; or
 - c. in the event ORME, before the end of the test period, receives a test report: at the moment the errors mentioned in the test report are repaired, without prejudice to the presence of discrepancies which do not hinder acceptance.
 8. However, in the event the Customer makes, prior to the moment of acceptance, any use of the Specific Development for productive or operational purposes, the Specific Development shall be considered fully accepted as from the first day of such use.
 9. In the event, during the execution of the agreed acceptance test, it becomes clear that errors in the Specific Development prevent the progress of the acceptance test the Customer shall inform ORME of the same in writing and in a detailed manner, in which instance the test period will be interrupted until the Specific Development is adjusted in such manner that such interruption will be remedied.
 10. In the event, during the execution of the agreed acceptance test, it becomes clear that the Specific Development contains errors, the Customer shall inform ORME at the latest on the last day of the test period by means of a written and detailed test report with regard to the errors. ORME shall, to the best of its knowledge, strive to, within a reasonable period of time, repair the reported errors whereby ORME will be entitled to implement temporary solutions or program bypasses or problem avoiding restrictions in the Specific Development.
 11. Acceptance of the Specific Development cannot be withheld on other grounds than connected to the specifications explicitly agreed upon by and between the Parties and moreover not on account of the existence of minor errors, being errors which, in fairness, do not prevent the operational or productive commissioning of the Specific Development, without prejudice to the obligation of ORME to, within the framework of the warranty, if applicable, repair these minor errors.
 12. In the event the Specific Development is delivered and tested in phases and/or components the non-acceptance of an accomplished phase and/or component shall not prevent a possible acceptance of a previous phase and/or other component.

10. TRAINING / SUPPORT

1. Training, if purchased, will be provided at facilities designated the Offer and in accordance with the rates stated in the Offer. The training Services shall be performed according to the conditions specified in the Offer (number of attendees, location, travel and accommodation expenses....)

2. Support must be purchased separately for each Software and may be used only to support the Software it was purchased for. Upon the Customer's payment of applicable support fees and designation of two of the Customer's employees as technical support contacts, the Customer will receive ORME's standard support and maintenance services. Each contact may telephone ORME or a third party designated by ORME for problem resolution during ORME's normal business hours.
3. Upon notice from the Customer's contact of a Software problem (which problem can be reproduced at an ORME support facility or via remote access from ORME's facility), ORME shall use reasonable efforts to correct or circumvent the problem; provided, that ORME shall have no obligation (i) to support the Software for other than the Use, (ii) to support the Software in the event the Customer modifies the Software without the prior written approval of ORME; or (iii) to modify any version of the Software to run with new versions of the third party software or hardware prior to ORME's general release, if any, of said new versions. In the event ORME is unable to correct or circumvent a problem remotely, ORME may elect to dispatch personnel to the Licensee's site, at ORME's sole discretion.
4. ORME will use reasonable efforts to support the last major release (as defined below) of the Software for a period of 12 months after the introduction of a new generally available release.

Type of release	Description	Versioning
Major release	introduces significant new features or functions	X
Minor release	Improves a major release with new features	X.Y

11. INTELLECTUAL PROPERTY

The Software, the Documentation, the Specific Development, the Regulation Templates, as well as the IPR which they relate to are the property of ORME.

Unless otherwise specified in writing by ORME, neither the communication of the Confidential Information according to the Terms nor any provision of the Terms shall be construed as granting to the Customer, implicitly or explicitly, rights on patents, copyright, licenses and other IPR belonging to ORME.

ORME thus remains the owner of all the information whom it will communicate to the Customer for the performance of the Services.

12. CONFIDENTIALITY

The Software (including methods or concepts utilized therein and all pre-coded mappings and codes), the Documentation and all information identified by a disclosing party as proprietary or confidential ("Confidential Information"), shall remain the sole property of such disclosing party, shall be kept confidential and shall not be used (except solely and expressly authorized herein) by or disclosed to any third party without the express written consent of the disclosing party (except solely for the Customer's internal business needs, to consultants who are bound by a written agreement with the Customer to maintain the confidentiality of such Confidential Information in a manner consistent with the Terms).

Items will not be considered to be Confidential Information if (i) available to the public other than by a breach of any obligation of confidentiality or any agreement with ORME; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) documented to have been independently developed by one party without access to the Confidential Information of the other; (iv) documented to be known to the recipient at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

The Customer agrees not to duplicate the Confidential Information nor to copy or reproduce the same beyond the limited purpose of the Terms.

The Customer authorises ORME to quote its name as a business reference.

13. WARRANTIES

- 1. Relating to the Software:** ORME warrants that each Software, as delivered by ORME and properly installed and operated on Designated Equipment, will perform substantially as described in its current Documentation for one (1) year from date of acceptance as hereinafter defined. If any Software fails to so perform during such one (1) year period, the Customer shall promptly notify ORME of, and shall adequately describe, any such failure encountered by the Customer and ORME's sole obligation, and the Customer's exclusive remedy, shall be for ORME to take corrective action at no charge to the Customer. ORME does not warrant that any Software is error-free or that its use will be uninterrupted. ORME shall not be obligated to remedy any Software defect which cannot be adequately repeated. The warranties in this Section 13.1 do not apply to any Software which has been: (i) altered, except by ORME or in accordance with ORME's written instructions; (ii) used in conjunction with any product other than the Designated Equipment; (iii) operated using any abnormal or incorrect procedure; or (iv) damaged by improper electrical power or environment, abuse, misuse, accident or negligence.

The Software is provided "As-Is" without any other warranty whatsoever. ORME disclaims all other warranties, conditions and other terms, whether express or implied, statutory or otherwise, with regards to the Software including without limitation all implied terms as to merchantability, fitness for purpose, quality and non-infringement.

- 2. Relating to the Regulation templates:** Regulation templates are developed according to the current regulations and they are constantly updated to follow the regulation evolutions. ORME warrants that each Regulation template, as delivered by ORME and properly installed and operated on Designated Equipment, will perform substantially as described in its current Documentation for one (1) year from date of acceptance as hereinafter defined. If any Regulation template fails to so perform during such one (1) year period, the Customer shall promptly notify ORME of, and shall adequately describe, any such failure encountered by the Customer and ORME's sole obligation, and the Customer's exclusive remedy, shall be for ORME to take corrective action at no charge to the Customer. ORME does not warrant that any Regulation template is error-free or that its use will be uninterrupted. The warranties in this Section 13.2 do not apply to any Regulation template which has been: (i) altered, except by ORME or in accordance with ORME's written instructions; (ii) used in conjunction with any product other than the Designated Equipment; (iii) operated using any abnormal or incorrect procedure; or (iv) damaged by improper electrical power or environment, abuse, misuse, accident or negligence.

The Regulation templates are provided "As-Is" without any other warranty whatsoever. ORME disclaims all other warranties, conditions and other terms, whether express or implied, statutory or otherwise, with regards to the Regulation templates including without limitation all implied terms as to merchantability, fitness for purpose, quality and non-infringement.

- 3. Relating to the Services:** The Services are performed "as is", and ORME disclaims any and all other warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, suitability, usability or fitness for a particular purpose, merchantable quality, title or non-infringement of third party rights, to the extent authorized by law.

Without limitation of the foregoing, ORME expressly does not warrant that Services will meet the Customer's requirements or error free. The Services are being provided to licensee "as is" without warranty of any kind. The Customer assumes all responsibility for selecting the process to achieve its intended results, and for the results obtained from its use of the Services.

14. LIABILITIES

- ORME's liability (i) for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (ii) for fraudulent misrepresentation - is not excluded or limited by this Terms.
- Other than that as set out in this section, ORME shall not be liable for breach of contract for any indirect loss, such as (but not limited to) : (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss of any software or data; (v) loss of use of hardware, software or data, including the cost of procuring replacement hardware, software or data; (vi) loss or waste of management or staff time, and interruption to business; (vii) loss or damage arising out of or relating to any products, software or data developed by the Customer through use of the Software or the performance of the Services; even if ORME has been advised of the possibility of such losses.
- ORME shall not be liable for any function or setting defined by the Customer when using the Software.
- Subject to the other provisions of this section, ORME's total liability under the Terms and in relation to anything which it has done or not done in connection with an Offer, under any claim of indemnity for breach of contract shall be limited to: (i) for

physical damage to tangible property (excluding software), an amount equal to the price paid by the Customer under such Offer; and (ii) for deficiencies in support, the amount of support fees paid or payable in relation to the support year in which those deficiencies occurred; and (iii) for all other loss or damage, an amount equal to twice the price paid by the Customer under the Offer. The Customer hereby acknowledges that the mutual covenants and agreements set forth in the Terms reflect this allocation of risk.

15. FORCE MAJEURE

ORME shall not be liable nor deemed to be in default for delay or failure in meeting its obligation under the Terms due to Force Majeure or any other cause beyond its reasonable control and which prevent ORME from performing its obligations hereunder and not due to its fault or negligence, including but not limited to act of God, act of government, any law, decision, regulation, directive or other act of any government or of any department, commission, bureau, board, agency, court, war or civil war, armed hostilities, insurrections or riots, acts of nature such as fires, or any other casualties or accidents, lockouts, riots, or other disorders.

In such event, the Services shall be suspended until the effects of such case of Force Majeure on performance of contractual obligations continue, and if such situation were to last for more than three (3) months, contractual relationship may be terminated by the Customer with immediate effect and without judicial recourse, by giving ORME a written notice of its intention to do so, without further liability resulting from such termination.

16. GENERAL PROVISIONS

1. It is the intent of the Parties that in case any one or more of the provisions contained in the Terms shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of the Terms, and the Terms shall be construed as if such invalid or unenforceable provision had never been contained herein.
2. If either Party should waive any breach of any provision of the Terms it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
4. Any failure delay or indulgence from ORME in exercising any right hereunder shall not operate as a waiver of such right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to its legal rights and the obligations of the Customer shall continue in full force and effect.
5. The Terms and any claims arising out of or relating to Terms and their subject matter shall be governed by and construed under the laws of France, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and French law, rules, and regulations, French law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms.
6. All notices or reports which are required or may be given pursuant to the Terms shall be in writing and shall be deemed duly given when delivered to the respective executive offices of ORME and the Customer at the addresses first set forth in any order. Where a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.
7. Any delay or nonperformance of any provision of the Terms (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing Party shall not constitute a breach of the Terms, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
8. The Terms and the Offer, and if applicable the specifications accepted by ORME constitutes the complete and exclusive statement of the agreement between ORME and the Customer concerning their respective subject matter, and all previous representations, discussions, and writings concerning their respective subject matter are merged in, and superseded by such Terms and the Parties disclaim any reliance on any such representations, discussions and writings. The Terms may be modified only by a writing signed by both parties. The Terms shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by the Customer to ORME. The Terms shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. The Terms do not create any partnership, joint venture or principal-and-agent relationship.

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9. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of the Terms: (i) the Offer; (ii) the Schedules; (iii) the Terms; and (iv) the specifications.
 10. In the event of a dispute arising out of or in connection with, including without limitation, the interpretation, execution or termination of the contract and unless otherwise provided by the contract, either Party may notify such dispute to the other through service of a written notice. The Parties shall make their best efforts to settle the dispute amicably within one (1) month after receipt of the notice of dispute.
 11. If the Parties fail to settle conciliation and said dispute within one (1) month, "Tribunal de Commerce de TOULOUSE" (France) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the contract, saved as otherwise provided by the contract.