

LUMAPPS, AGREEMENT

This Agreement (the "**Agreement**") is made by and between LUMAPPS, with offices located at 75 RUE FRANCOIS MERMET, 69160 TASSIN LA DEMI LUNE, FRANCE ("**LumApps**"), and ("....."), located at the address set forth on the signature page below ("**Customer**"). The Agreement is effective as of [**insert date**] (the "**Effective Date**").

Part A – Support Services

1 Definitions

In this Schedule:

Availability shall have the meaning set out in paragraph 2 of Part B of this Schedule.

Business Day shall mean any day which is not a Saturday, Sunday or public holiday in France.

Incident shall mean any issue or problem with any function of the Application which is specifically linked to an issue affecting the Application.

Normal Business Hours shall mean the hours of 8.30 am to 7.30 pm in France on each Business Day.

Unavailable shall mean in respect of the Application, where the live production version of the Application is completely unavailable for use by Authorised Users for at least 5 consecutive minutes, excluding any unavailability that is caused by any of the events set out in paragraphs 1(a) to 1(e) of Part B of this Schedule. **Unavailability** shall be construed accordingly.

2 Support Services

(a) The Support Services cover:

- Incident investigation;
- Incident resolution;
- certain routine maintenance tasks; and
- provision of updates of the Application.

(b) The Support Services shall exclude (and LumApps shall not be required to provide any support in connection with):

- any Incident resulting from the failure of the Reseller, End Customer or any Authorised User to comply with this Agreement, or the failure of the Reseller, End Customer and/or Authorised User to read and act in accordance with the Documentation;
- any Incident resulting from the End Customer or any Authorised User's misuse, alteration or combination of the Application with any hardware or software not identified as compatible by LumApps;
- any Incident which is attributable to any Third Party Software with which the Application is integrated (including G Suite); or

and LumApps shall not be required to provide Support Services where the Super Administrators are not adequately and appropriately trained in respect of the use of the Application.

- (c) In order to benefit fully from the provision of the Support Services, the Reseller or End Customer must:
- immediately report any Incident with the Application to LumApps and provide all information required in order for LumApps to locate and replicate the Incident;
 - ensure that all requests for Support Services are transmitted to LumApps in accordance with the terms of this Agreement;
 - ensure that its Super Administrators are adequately and appropriately trained in respect of the use of the Application; and
 - authorise LumApps to contact the End Customer's Super Administrator(s) in connection with the Support Services.

3 Support Procedure

- (a) The LumApps help desk (**Help Desk**) shall be responsible for handling all requests for Support Services on behalf of LumApps. The Reseller or End Customer shall contact the Help Desk via email by emailing LumApps at support@lumapps.com.
- (b) LumApps will ensure the Help Desk is staffed during Normal Business Hours on Business Days during the Term.
- (c) The Reseller or End Customer shall provide as much information as possible in respect of any Incident, to enable the Help Desk to investigate the Incident and to reproduce operating conditions similar to those present when the End Customer detected the relevant Incident, and shall allow remote access to its systems, if required by the Help Desk.
- (d) The Help Desk shall undertake a preliminary investigation of the Incident and shall allocate it to one of the priority levels set out in paragraph 4 below.

4 Priority Levels

LumApps shall use reasonable endeavours to respond to notification of and resolve an Incident in accordance with the following priority levels depending on the severity of the Incident:

Category	Description	Target Response Time	Target Resolution Time*
1	The Incident causes the Application to fail to operate completely or causes use of the Application to be substantially impaired.	Acknowledgement of the notification of the Incident within one (1) Normal Business Hour	Within 24 Normal Business Hours of LumApps' receipt of notification of the Incident.
2	Any Incident that does not fall into priority level 1 above, including where any functionality of the Application is	Acknowledgement of the notification of the Incident within	Within 72 Normal Business Hours of LumApps' receipt of

	impaired but use of the Application is not substantially impaired.	one (1) Normal Business Hour	notification of the Incident.
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* Resolution of an Incident may consist of the installation or supply of a workaround, or a temporary or permanent update to the Application.

For the avoidance of any doubt, the response and resolution times set out in the table above are key performance indicators (**KPIs**) only and failure to achieve any of these KPIs shall not be deemed a breach of this Agreement.

5 **Routine Maintenance**

- (a) As and when LumApps deems necessary, LumApps shall provide a general maintenance update to resolve minor issues with the Application and shall undertake other routine maintenance tasks in relation to the Services.
- (b) LumApps shall use reasonable endeavours to give the Reseller 72 Normal Business Hours' notice of any planned maintenance and shall use reasonable endeavours to ensure that such maintenance does not exceed two (2) hours per month. However, the Reseller acknowledges that there may be occasions where, in order to remedy problems with the provision and/or access and use of the Application to or by other customers, it is necessary for LumApps to undertake emergency works upon LumApps' server and interrupt the availability of the Application in respect of which it is not able to give notice. To the extent it is able to do so, LumApps shall use reasonable endeavours to provide notice to the Reseller of any such emergency works, where practically possible.

6 **Updates**

LumApps may produce and implement periodic updates to the Application free of charge to End Customers with a valid support contract which may improve the functionality of the Application or contain error corrections.

Part B – Service Level

- 1 LumApps shall use reasonable endeavours to make the live production version of the Application available 99.9% of the time in each month, excluding any downtime occurring as a result of:
 - (a) any planned or emergency maintenance as described in Part A of this Schedule;
 - (b) any outages or disruptions caused in whole or part by any act, omission or default by the End Customer, any Permitted Affiliate, any Authorised User or by any third party (except to the extent that such outages or disruptions are caused by third parties sub-contracted by LumApps to perform the Services), including any outages or disruptions caused by denial-of-service attacks or distributed denial-of-service attacks;
 - (c) any outages or disruptions caused in whole or part by any fault with or unavailability of any Third Party Software which is integrated with or which interfaces with the Application (including G Suite);

- (d) any outages or disruptions attributable in whole or in part to Force Majeure Events, or any problems with the End Customer's network or internet connection, or any of the End Customer's hardware and other devices used to gain access to the Application; and
 - (e) any preventative measures taken to counter a denial-of-service attack which causes an interruption to the Application.
- 7 Availability measurement begins on the first day of the first calendar month. Availability measurements shall be carried out by LumApps and are calculated at the end of each calendar month using the following formula:

$$\frac{\text{the total number of minutes in the month} - \text{the number of minutes in which the Application is Unavailable in the month}}{\text{the total number of minutes in the month}} \times 100 = \text{Availability}$$

- 8 The status of the Application is available at <http://status.LumApps.com>.

Part C - Service Credits

- 1 In the event of a failure to achieve the Service Level set out in Part B of this Schedule, subject to any exclusions or limitations set out in this Part C of the Schedule, the affected End Customers will be eligible for a service credit as detailed below.

Monthly Availability percentage	Service credit (in days)
< 99.9% to ≥ 99.0%	3
< 99.0% to ≥ 95.0%	7
< 95.0%	15

Service credits will be issued as additional days in which LumApps will provide the Services free of charge and will be added to the end of the relevant Subscription Term for the affected End Customer. Service credits are not transferable and may not be exchanged for any cash refund or credit against sums payable to LumApps. The maximum service credit that can be claimed in respect of any Unavailability in a single month is 15 days. The Reseller is not entitled to any service credit or refund.

- 9 To receive a service credit, the Reseller (on behalf of an affected End Customer) must contact LumApps within thirty (30) days of the Unavailability and request a service credit. LumApps shall not be liable to provide any service credit where the Reseller has failed to submit the request to LumApps within such period. The End Customer shall not be entitled to a service credit if it is in breach of any of the terms of the EULA until the Customer has remedied such breach.

- 10 Notwithstanding any other provision in this Agreement, the Reseller and End Customer's sole and exclusive remedy, and LumApps' entire obligation and liability under this Agreement, in respect of any failure to achieve the Service Level or the performance and/or unavailability of the Application and/or Services, shall be the End Customer's entitlement to receive service credits in accordance with the terms set out in this Part C of the Schedule.

EULA

LUMAPPS: END USER LICENCE AGREEMENT

References in this End User Licence Agreement (“EULA”) to: “**LumApps**” shall mean **LumApps SAS of 75 Avenue François Mermet, 69160 Tassin-la-Demi-Lune, Lyon, France**; “**Reseller**” shall mean an authorised reseller of LumApps; “**Customer**” shall mean the corporate entity which has purchased a subscription to access and use the Application through a Reseller; “**Application**” shall mean the online software application for which the Customer has purchased a subscription, as identified in the Customer’s agreement with the Reseller, and as such application is set out further on the ‘Product’ page at www.LumApps.com (as may be updated by LumApps from time to time).

The terms of use (“**Terms**”) set out herein shall govern the Customer’s use of the Application and all use and access of the Application by the Customer shall be in accordance with these Terms. By accessing and using the Application, the Customer confirms that it accepts and will comply with these terms and conditions.

The Customer’s right to use the Application shall only become effective once the Customer’s request to use the Application (submitted via the Reseller) has been accepted by LumApps and access has been granted by LumApps to the Application.

OPERATIVE PROVISIONS

1 Definitions and Interpretation

1.1 In these Terms, the following words have the following meanings:

Affiliate: includes in relation to a party each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party. **Holding company** and **subsidiary** have the meaning as defined in section 1159 of the Companies Act 2006;

Authorised Users: the employees, agents, independent contractors and other personnel and suppliers of the Customer or its Permitted Affiliates who are authorised to use the Application;

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010;

Customer Data: the data or materials inputted from time to time by the Customer, Authorised Users and/or LumApps on the Customer’s behalf for the purpose of using the Application or facilitating the Customer’s use of the Application;

Documentation: the operating manuals, user and technical documentation and/or other related materials (in any form) relating to the Application made available by LumApps from time to time;

G Suite: software applications made available by Google to end users which are interoperable with the Application from time to time, which may include Google Drive, Gmail and/or Google Docs;

Insolvency Event: means in respect of a company, that it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986, or enters into a composition, compromise or arrangement to reschedule or restructure its debt with or for the benefit of its creditors, or if it compulsorily or voluntarily enters into liquidation (except a bona fide reconstruction or amalgamation) or it has an administrator, receiver, liquidator or manager appointed over the whole, or a substantial part, of its undertaking or assets, or it ceases or threatens to cease business or is dissolved, or if any

equivalent or similar event occurs or proceeding is taken, with respect to that company in any jurisdiction to which it is subject;

Intellectual Property: copyright, rights in software, trade marks, design rights, patents, know-how, confidential information, rights in inventions, processes and formulae, and all and any other intellectual property rights subsisting anywhere in the world, including all applications for the same;

Permitted Affiliates: affiliates of the Customer who have been authorised in the Reseller Customer Agreement to access and use the Application and Documentation under and in accordance with the terms of these Terms;

Reseller Customer Agreement: the agreement between the Customer and the Reseller under which the Customer has purchased a subscription to access and use the Application;

Term: the term of the Customer's subscription to access and use the Application, as granted under to the Customer under the Reseller Customer Agreement;

Third Party Software: any software proprietary to a third party which is integrated or which interfaces with the Application, including G Suite;

Virus: any thing or device which may prevent, impair or otherwise adversely affect the operation of any computer program, software, hardware or network, or the access to or operation of any program or data, including the reliability of any program or data, or adversely affect the user experience, including worms, Trojan horses and viruses.

- 1.2 Headings used in these Terms shall not affect the interpretation of these Terms. Words imparting the singular shall include the plural and vice versa. References to persons include an individual, company, corporation, firm or partnership. The words and phrases **other**, **including** and **in particular** shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.3 References to clauses are to the clauses of these Terms.
- 1.4 A reference to a statute or statutory provision is a reference to such statute or statutory provision and any subordinate legislation made under it as amended or re-enacted from time to time.

2 Access to Application

- 2.1 LumApps grants to the Customer, during the Term only, and subject to compliance with these Terms, a non-exclusive, non-transferable, non-sub-licensable right and licence for Authorised Users to access and use the Application and Documentation solely for the Customer's internal business purposes.
- 2.2 The Customer acknowledges and agrees that the maximum number of concurrent Authorised Users that are authorised to access and use the Application and the Documentation shall not exceed the number of Authorised Users permitted under the Reseller Customer Agreement. The Customer shall procure that Authorised Users keep a secure password for its use of the Application and keeps such password confidential.
- 2.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and, in the event of any such unauthorised access or use, shall promptly notify LumApps and shall give LumApps all assistance that it reasonably requires to prevent such unauthorised access.

3 Customer's obligations

3.1 The Customer shall and shall procure that all Authorised Users shall:

- (i) comply with all applicable laws and regulations with respect to its use of the Application;
- (ii) use the Application in accordance with these Terms and the Customer shall be responsible for any Authorised User's breach of these Terms;
- (iii) obtain and maintain all necessary licences, consents and permissions necessary for LumApps, its contractors and agents to perform their obligations under these Terms or for the Customer and the Authorised Users to use any relevant Third Party Software; and
- (iv) ensure that it has all necessary internet and network communications, computer equipment and a suitable web browser required in order to access and use the Application and complies with all other technical requirements notified to it from time to time.

3.2 The Customer shall not, and shall not allow any Authorised User to:

- (i) use the Application in any way that breaches any applicable local, national or international law, regulation or code of practice, or is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, or infringes any Intellectual Property right or right to privacy;
- (ii) use the Application to send, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation to any person;
- (iii) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Application that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, abusive, harassing or racially or ethnically offensive or discriminatory;
 - (ii) facilitates or promotes illegal activity; or
 - (iii) causes damage or injury to any person or property;
- (iv) attack the Application via a denial-of-service attack or a distributed denial-of-service attack;
- (v) attempt to access without authority, interfere with, damage or disrupt any part of the Application or LumApps' IT systems;
- (vi) except as expressly permitted by these Terms and as may be allowed by any applicable law which cannot be excluded, attempt to reverse compile, disassemble or reverse engineer any part of the Application, or copy, modify, create derivative works from, transmit, or distribute all or any part of the Application and/or Documentation in any form or media;
- (vii) access all or any part of the Application in order to build a product or service which competes with the Application; or
- (viii) license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the Application available to any third party except the Authorised Users,

and LumApps reserves the right, without liability, to suspend or terminate access to the Application in the event of a Virus being transmitted or other material security threat relating to the Application occurring, or in the event that the Customer's or any of the Authorised User's use of the Application is in breach of this clause 3.2.

- 3.3 LumApps reserves the right to review the Customer's use of the Application at any time to assess the Customer's compliance with clause 4.2. Should such review reveal any breach by the Customer of clause 4.2, LumApps may, with immediate effect, suspend or terminate access to the Application. Any breach of clause 4.2 shall constitute a material breach of these Terms.
- 3.4 Breach of clause 4.2(iii), 4.2(iv) or 4.2(v) may constitute a criminal offence under the Computer Misuse Act 1990 and/or under local laws in other applicable jurisdictions. LumApps will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the identity of the Customer and/or any relevant Authorised Users.

4 Customer Data

- 4.1 The Customer shall own all rights in the Customer Data and shall have sole responsibility for the legality, reliability, integrity and accuracy of the Customer Data. LumApps shall have no responsibility or liability for the legality, reliability, integrity or accuracy of the Customer Data.
- 4.2 LumApps shall have no liability in respect of, or any responsibility to back up, any data or information (including Customer Data) inputted to or held on any Third Party Software (whether or not via or accessed through the Application) from time to time.
- 4.3 The Customer shall comply with all applicable laws and regulations relating to the processing of personal data and privacy and shall ensure that it is entitled to, and has obtained all necessary consents required to, use and transfer such personal data to LumApps as is required in order for LumApps and its sub-contractors to provide the Customer with use of and access to the Application.

5 Third party services

- 5.1 The Customer acknowledges that the Services may enable or assist it to access the services or website content of third parties via third party websites or Third Party Software (including G Suite) and that it does so solely at its own risk. It is the Customer's responsibility to obtain and maintain at all times during the Term the relevant rights and licences to use the Third Party Software.
- 5.2 LumApps makes no representations or commitments and shall have no liability or obligation whatsoever in relation to any such third party services or content, or for any transactions completed by the Customer with any such third party or for any Third Party Software which is integrated, or which interfaces, with, or which can be accessed via, the Application.
- 5.3 LumApps shall have no responsibility for hosting any Third Party Software and shall have no liability for any unavailability of or faults in any Third Party Software.

6 Intellectual Property

- 6.1 The Application (and any modifications to it) and Documentation and all Intellectual Property Rights therein are, and shall remain, the exclusive property of LumApps and its licensors. Those works are protected by copyright laws and treaties around the world. Except as expressly stated herein, the Customer shall not have any rights to or in any such Intellectual Property Rights, or any other rights whatsoever in respect of the Application.

- 6.2 If the Application becomes or, in LumApps' reasonable opinion, is likely to become the subject of any claim that the Application infringes any Intellectual Property right of a third party, LumApps shall be entitled, at its absolute discretion and without liability, to:
- (i) replace all or part of the Application with functionally equivalent software without any charge to the Customer; and/or
 - (ii) modify the Application as necessary to avoid such claim, provided that the amended Application continues to function in substantially the same way; and/or
 - (iii) procure for the Customer a licence from the relevant complainant to continue using the Application; and/or
 - (iv) if after having used reasonable endeavours LumApps is unable to achieve any of the options at sub-clauses 7.2(a) to (c), LumApps may terminate these Terms with immediate effect on written notice to the Customer.

7 Liability

- 7.1 The Customer shall procure that all its Authorised Users and Permitted Affiliates comply with these Terms and shall be liable for any breach of these Terms by any of its Authorised Users, its Permitted Affiliates or its Permitted Affiliates' Authorised Users.
- 7.2 The Customer assumes sole responsibility for results obtained and conclusions drawn from the use of the Application, and for assessing whether the Application meets its requirements. The Customer acknowledges and agrees that the successful use of the Application may depend on the Customer's ability to adapt certain of its internal organisational and/or operational processes and LumApps shall have no liability in respect of the Customer's requirement or failure to make such adaptations.
- 7.3 The Customer contracts with the Reseller in respect of the provision of the Application and any services relating to the Application. AS SUCH, LUMAPPS HEREBY EXCLUDES ALL LIABILITY TO THE CUSTOMER IN RESPECT OF THE PROVISION, USE AND ACCESS OF THE APPLICATION, AND ANY ACCESSIBILITY, OR UNAVAILABILITY OF, OR INCIDENT AFFECTING, THE APPLICATION, OR ANY SERVICE PROVIDED TO THE CUSTOMER IN RELATION TO THE APPLICATION.
- 7.4 LUMAPPS DOES NOT WARRANT THAT THE USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE NOR THAT THE APPLICATION WILL MEET THE CUSTOMER'S REQUIREMENTS. THE APPLICATION IS PROVIDED "AS IS" AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THESE TERMS, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY AND FITNESS FOR PURPOSE.
- 7.5 SUBJECT TO CLAUSE 8.6, LUMAPPS SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY BE SUFFERED OR INCURRED BY THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY: LOSS OF PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OR CORRUPTION OF DATA; ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.

- 7.6 Nothing in these Terms excludes the liability of LumApps for death or personal injury caused by LumApps' negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded under applicable law.

8 Term and termination

- 8.1 These Terms shall commence on the date on which the Customer is granted access to the Application by LumApps and shall, unless terminated earlier in accordance with its terms, continue for the Term.

- 8.2 LumApps may terminate these Terms without liability to the Customer with immediate effect by giving written notice to the Customer:

- (i) upon expiry or termination of the Reseller Customer Agreement for any reason;
- (ii) if the Customer commits a material breach of any of the Terms and (if such a breach is remediable) fails to remedy that material breach within 30 days of the Customer being notified in writing of the breach;
- (iii) if the Customer suffers or undergoes an Insolvency Event;
- (iv) if the Customer ceases, or threatens to cease, to trade;
- (v) if the Customer is subject to a change of Control;
- (vi) if the Customer gains Control of a business that develops and/or markets, directly or indirectly, a service or any software or application which, in the opinion of LumApps, competes directly or indirectly with the Services and/or the Application; or
- (vii) if the Customer develops, markets or offers for sale a service or any software or application which, in the opinion of LumApps, competes directly or indirectly with the Services and/or the Application.

- 8.3 On expiry or termination of these Terms for any reason:

- (i) the licence and rights granted to the Customer under these Terms shall immediately terminate and LumApps shall with immediate effect terminate the Customer's access to and use of the Application;
- (ii) each party shall return and make no further use of any property, Documentation and other items (and all copies) belonging to the other party;
- (iii) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

9 Force majeure

LumApps shall have no liability to the Customer if it is prevented from or delayed in performing its obligations under these Terms by acts, events or omissions beyond its reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, any failure or interruption of any telecommunications network, distributed denial-of-service attacks or any other malicious attacks, act of God, war, riot, malicious damage, compliance with any law, order, rule or regulation, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

10 Change in Law

If required as a result of any changes to any applicable laws relevant to the Services, LumApps may by giving 30 days' notice to the Customer amend any provision of these Terms.

11 General

- 11.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.
- 11.2 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.3 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 11.4 These Terms do not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.5 These Terms, and any documents referred to in these Terms, constitute the whole agreement between the parties and supersede, replace and extinguish any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person to the subject matter of these Terms, other than as expressly set out in these Terms.
- 11.6 The Customer shall not, without the prior written consent of LumApps, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms. LumApps may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

12 Notices

- 12.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by recorded delivery post or commercial courier to the other party at its address set out in these Terms, or such other address designated by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered. A notice sent by recorded delivery post or commercial courier shall be deemed to have been received at the time of delivery recorded by the delivery service.
- 12.2 This clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

13 Governing law and jurisdiction

- 13.1 These Terms and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) are governed by the law of England and the parties

irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.

ACCEPTED AND AGREED:

Customer

By: _____
(signature)

Name:
(print)

Date: _____

Relationship Contact:

LUMAPPS

By: _____
(signature)

Name: _____
(print)

Date: _____

Address for Payments:
LumApps Attn: Service Administratif - 75 rue François Mermet - 69160 Tassin La Demi Lune - France.
billing@lumapps.com