

Terms and Conditions for the PREEvision Hosting Service

1. Preamble

These Terms and Conditions for the PREEvision Hosting Service (hereinafter "Terms and Conditions") govern the Customer's use of the PREEvision Hosting Service (hereinafter "Hosting Service") provided by Vector France SAS ("Vector"). Vector France is a simplified joint stock company with a share capital of 200 000,00 €, registered with the Trade and Companies Register of Nanterre, France under number 441 295 375, whose registered office is located 106 AVENUE MARX DORMOY, 92120 MONTROUGE, holding VAT identification number FR67441295375.

2. Additional Definitions

- 2.1. **"CP Environment"** or **"Collaboration Platform Environment"** refers to the configured server component of PREEvision for the Customer that is provided as part of the Hosting Service. There may be more than one CP Environment for a Customer for different usage purposes such as productive and test phases.
- 2.2. **"Third Party"** refers to any person other than the Customer or Vector.
- 2.3. **"End User"** means a natural person on the side of the Customer or the Collaboration Partner who accesses the Hosting Service.
- 2.4. **"Hosting Service"** means all services provided by Vector and/or its affiliates, including without limitation, Vector Informatik GmbH in accordance with these Terms and Conditions that enable the Customer to remotely access and use its Collaboration Platform Environment with its PREEvision Clients or via the optional Server API.
- 2.5. **"Collaboration Partner"** refers to companies that collaborate with the Customer in the use of the subject matter of the contract, support it or act on its behalf and under its control in the use of the Hosting Service.
- 2.6. **"Customer Data"** means all data that are transmitted to PREEvision Collaboration Platform by or on behalf of the Customer using the Hosting Service and stored there. This also includes the data entered by or on behalf of the Customer and the data calculated by PREEvision based on the aforementioned data. To clarify: Customer Data do not include any data that are part of Vector's intellectual property.
- 2.7. **"License Agreement"** means (i) Vector's offer together with the Customer's purchase order accepting such offer; or (ii) the Customer's purchase order together with Vector's order confirmation in acceptance of such a purchase order;

or (iii) any other agreement between the Customer and Vector referring to this Agreement.

- 2.8. **"Defect"** means nonconformity with the agreed specifications or, to the extent that certain specifications have not been agreed, a deviation from the product description or the user documentation for the product.
- 2.9. **"Co-competitors"** are (i) companies offering goods or services which, from the point of view of a typical buyer, are interchangeable with the goods or services offered by Vector (i.e. comparable in particular in terms of quality, price and intended use); or (ii) companies which, on the basis of concrete evidence, appear suitable to offer such goods or services in the near future.
- 2.10. **"Personal Data"** means any information within the meaning of Article 4(1) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"), relating to an identified or identifiable natural person and provided by the Customer or otherwise processed in connection with the Hosting Service.
- 2.11. **"PREEvision"** is a software product from Vector for model-based electrical/electronic development.
- 2.12. **"PREEvision API Server"** means the optional component of the PREEvision Collaboration Platform that enables access to PREEvision data via a REST API interface.
- 2.13. **"PREEvision Client"** means the rich client component of PREEvision.
- 2.14. **"PREEvision License"** means the authorization to use the PREEvision Client or the PREEvision API Server component. The PREEvision License must be configured by Vector to allow access to the Hosting Service or to another PREEvision Collaboration Platform Server. Vector can provide the details of appropriate PREEvision Licenses upon request.
- 2.15. **"Server"** is a computer that provides services to the Customer by granting access to files or shared peripherals.
- 2.16. **"Subcontractor"** refers to any company commissioned by Vector or by a Subcontractor to provide and/or maintain the Hosting Service.
- 2.17. **"Maintenance Interruption"** refers to a planned or, in the case of an emergency, unplanned period during which the Product and/or Hosting Service is unavailable.

Further definitions can be found in the attachment "PREEvision Hosting Service Definition" (hereinafter **"Service Definition"**) which is hereby incorporated by reference into these Terms and Conditions.

3. Definition of the Service

- 3.1. The object of the Hosting Service provided by Vector is the provision of the data center services necessary for the use of PREEvision by Vector or a Subcontractor. The Customer is enabled to work with the PREEvision Client on the CP Environment provided and to store and process data.
- 3.2. The services to be provided by Vector within the scope of the Hosting Service are described in more detail in the [Service Definition](#) and in Vector's quotation. These documents are part of the License Agreement.

4. Scope and provision of the Hosting Services

- 4.1. Vector shall provide the Hosting Service to Customer during the term of the License Agreement to enable End Users to remotely access the CP Environments via the PREEvision client and to transfer and store Customer Data as part of the Hosting Service. Details on the performance and scope of the Hosting Service and details of the requirements for using the Hosting Service are described in more detail in the [Service Definition](#).
- 4.2. During a Maintenance Interruption, Vector or its Subcontractors may install new versions of the CP Environment, perform maintenance for security and system integrity purposes, and/or take other actions to keep the CP Environment and/or the Hosting Service operational.
- 4.3. Vector shall be entitled to provide and/or maintain the Hosting Service through Subcontractors, including without limitation, Vector Informatik GmbH.
- 4.4. Vector reserves the right to modify the Hosting Service where required for technical, legal or regulatory reasons. Vector shall notify the Customer in writing of any such proposed material change with at least thirty (30) days' prior notice. The modification shall be deemed accepted unless the Customer objects in writing within 10 (ten) days of being notified. Should the Customer refuse the proposed modification, either Party may terminate the License Agreement by giving thirty (30) days' prior written notice.

5. Rights of use

- 5.1. Vector grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use PREEvision via the Hosting Service in the agreed scope for its own application purposes via the Internet for a limited period of time. The scope of the license in terms of its content results from the [Service Definition](#) and the use agreed with the Customer in the License Agreement.
- 5.2. If Vector provides new versions of PREEvision during the term of the License Agreement, the right to use PREEvision shall be governed by the provisions of clause 5.1 above.

- 5.3. The Customer shall not be entitled to any rights other than those expressly granted above. In particular, the Customer shall be prohibited from modifying PREEvision and the Hosting Service without Vector's consent.
- 5.4. Subject to any contrary and mandatory provision of the applicable law, the Customer is prohibited from reverse-engineering PREEvision and the Hosting Service.
- 5.5. Vector reserves the intellectual property and all industrial and other property rights in PREEvision and PREEvision Hosting Service. The integration with Third-Party's or Customer's software shall only be permitted with Vector's consent. The Customer must ensure that access to the CP Environment is protected against misuse.
- 5.6. PREEvision may contain open-source software and/or other Third-Party software that is subject to special license conditions and which may be listed in the [Service Definition](#). To the extent stipulated by these license terms, these license terms shall apply in addition to and take precedence over the License Agreement and the Terms and Conditions in the event of any inconsistency. In this case, Vector shall, to the extent required by the applicable license terms, refer to the third-party software and the applicable third-party terms and shall provide otherwise or make available the third-party terms to the Customer together with the contractual services.

6. Responsibilities and obligations of the Customer

- 6.1. The Customer acknowledges that PREEvision and the Hosting Service, including the associated documents, and also in regard to future versions, are protected by copyright pursuant to Article L.111-1 et seq. of the French Intellectual Property Code and constitute trade and business secrets of Vector within the meaning of Articles L.151-1 et seq. of the French Commercial Code, and shall not be disseminated or made accessible to the public.
- 6.2. The Customer shall be responsible for the content of the Customer Data. The Customer shall not transmit or store any content via the Hosting Service that infringes on third-party rights or violates applicable law.
- 6.3. The Customer undertakes to indemnify Vector against all claims, claims for damages and costs asserted in a judgment against Vector in formal proceedings brought by a Third Party before a court or governmental body (including civil, administrative, investigative or appellate proceedings), insofar as they are based on a wilful or negligent breach of clause 5 (Intellectual Property compliance) or section 15 (data protection compliance) of these Terms and Conditions, by the Customer. If Vector discovers that the Customer is in breach of the aforementioned clauses, Vector shall notify the Customer in writing and may immediately suspend

the Hosting Service until the Customer has remedied the breach.

- 6.4.** The Customer shall be responsible for the acts and omissions of its End Users and Collaboration Partners as if they were the acts and omissions of the Customer.
- 6.5.** The Customer is responsible for providing the Internet connection to the Hosting Service for the PREEvision Clients.
- 6.6.** The Customer shall be obligated to maintain a state-of-the-art security standard when itself or its End Users are using the Hosting Service. The Customer shall in particular be obligated to prevent any unauthorised access to the Hosting Service.
- 6.7.** The Customer shall inform Vector promptly of all security incidents in the Customer's own organisation that may have an impact on the security of the provided Hosting Service.
- 6.8.** The administration of the End Users who have access to the Hosting Service shall be carried out exclusively by the Customer. However, if Vector discovers that an End User is using the Hosting Service in violation of this License Agreement or these Terms and Conditions, Vector shall notify the Customer and may immediately block that End User's access until the violation is remedied.
- 6.9.** The Customer shall ensure that each End User (i) logs in exclusively with its individual access credentials; (ii) treats its individual access credentials confidentially and refrains from making them accessible to other persons; and (iii) changes passwords promptly if it is suspected that other persons may have gained knowledge of the password.
- 6.10.** It is the Customer's responsibility to install the PREEvision Client on the End User's PC and to put the PREEvision Client into operation. At the Customer's request, Vector shall support the installation of the PREEvision Client and provide brief instructions subject to the payment by the Customer of the fee for the installation and provision of the instructions.
- 6.11.** The Customer shall promptly inspect the Hosting Service for Defects, to the extent that this is feasible in the ordinary course of business and shall test the functionality of the CP Environment under its conditions of deployment before using the CP Environment in production. Vector offers to assist the Customer in this process upon request, subject to the payment by the Customer of the fee for the assistance.
- 6.12.** Use of the Hosting Service requires valid PREEvision licenses. The Customer may use existing PREEvision licenses to access and use the CP Environment, provided that a valid maintenance contract is still in force or subscription licenses are used.
- 6.13.** The Customer shall provide Vector with the e-mail addresses and telephone numbers of three different persons (the "Emergency Contact Points") and notify

Vector of any changes. The Emergency Contact Points will be used to receive notification in the event of emergency maintenance and are authorized, unless otherwise agreed, to coordinate technical changes regarding the Hosting Service with Vector.

- 6.14.** For communication with Vector, the Customer shall contact Vector Support as specified in the [Service Definition](#).

7. Cooperation of the Customer with Third Parties

PREEvision supports the collaboration of multiple users and companies on a CP Environment. The Customer shall be entitled to involve Collaboration Partners in the work on Vector's Hosting Service under the following conditions:

- 7.1.** Vector shall be notified of the Collaboration Partner's involvement in the work on Vector's Hosting Service. This information must at least include: company name, contact information of a contact person of the Collaboration Partner, number of End Users of the Collaboration Partner.
- 7.2.** Co-competitors of Vector shall be excluded from the collaboration.
- 7.3.** Vector's obligations shall only apply to the Customer. The Customer shall remain Vector's sole point of contact and only the Customer shall have the right to submit applications and requests for changes to the License Agreement. Requests from Collaboration Partners shall not be served.
- 7.4.** The Customer shall be prohibited from providing access to the Hosting Service to Third Parties other than the Collaboration Partners, regardless of whether for a fee or free of charge. This shall also apply to any provision to the Collaboration Partner in return for payment.
- 7.5.** The Customer shall ensure that its Collaboration Partner only uses the access to the extent to which the Customer is entitled under the License Agreement and these Terms and Conditions.
- 7.6.** The Customer shall be responsible for the Collaboration Partner's compliance with the License Agreement's terms of use and its agreed obligations, and the Customer shall be liable to Vector for the acts/omissions of its Collaboration Partner as if they were its own fault. This shall apply in particular to the Collaboration Partner's contractual obligation to comply with the provisions of these Terms and Conditions, compliance with which and, upon request, proof thereof shall be owed by the Customer.
- 7.7.** The Customer shall obligate its Collaboration Partner in writing to maintain confidentiality in accordance with the License Agreement with Vector and shall submit such undertaking to Vector upon request.

- 7.8. The Collaboration Partner's access authorization shall be limited to the term of the License Agreement.

8. Duration of use and terms of payment

- 8.1. The duration of the provision of the Hosting Service is determined by Vector's quotation, starting with the provision of access to the CP Environment, and may be extended if necessary.
- 8.2. Vector's services are remunerated on a volume and time basis through fixed fees. Fixed fees will not be refunded in the event of termination.
- 8.3. The terms of payment are set out in the quotation for the Hosting Service. The agreed remuneration shall be due within 30 days of invoicing without any deductions and payment shall be made by bank transfer.
- 8.4. No discount or reduction shall be granted to the Customer, unless expressly agreed in writing by Vector.
- 8.5. If an invoice issued for the Hosting Service remains wholly or substantially unpaid, Vector reserves the right, after giving the matter due consideration and if the situation is not resolved within thirty (30) days following a written reminder, to do any or all of the following:
- 8.5.1. to terminate this License Agreement without refund of any amounts already paid for Hosting Service periods not yet delivered.
 - 8.5.2. to suspend the performance of the Hosting Service until full payment of all outstanding amounts without refund of amounts already paid for periods of Hosting Services not yet provided.
 - 8.5.3. to deny the Customer access to its Customer Data.
- 8.6. If the Customer is in default of payment or in case of any late payment, these situations shall give rise to the application of penalties calculated at rate equal to the rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points, without prejudice to a fixed recovery indemnity of €40 for collection costs, in accordance with Article L.441-10 of the French Commercial Code.

9. Availability of the Hosting Service

- 9.1. The accessibility of the Hosting Service via the Internet is subject to an availability guarantee (see Hosting [Service Definition](#)). The Hosting Service shall be deemed available if the data exchange between the CP Environment provided by Vector and the nearest Internet node is operating and a user login is possible. The availability guarantee excludes downtimes of the Hosting Service due to force majeure or maintenance and updates as specified in the [Service Definition](#).

- 9.2.** The Customer shall grant Vector the right to store and reproduce data generated by the Customer while using PREEvision to the extent Vector requires this to fulfill its contractual obligations (e.g. for data backup purposes). Vector shall be entitled to store the Customer's data in an emergency recovery data center.

10. Notice of Defect

- 10.1.** Pursuant to Article L. 217-32 of the French Consumer Code, considering that the Customer contracts as a professional, the legal warranty of conformity is not applicable.
- 10.2.** However, the Customer benefits from a commercial warranty against certain Defects.
- 10.3.** The Customer shall notify Vector without undue delay of any Defects in the Hosting Service, stating the effects of the respective Defect ("Notice of Defect").
- 10.4.** A Defect in title is present if the rights required for the contractual use of the Hosting Service could not be validly granted to the Customer.
- 10.5.** In case of well-founded Notices of Defects, Vector shall remedy the Defects within a reasonable period after receipt of such notice. Where Defects have only an insignificant impact on the use of the Hosting Service, Vector may provide a workaround and remedy the Defect during a version rollout in a maintenance window.
- 10.6.** If Vector fails to remedy the Defect even in the second attempt after a further reasonable period, the Customer may reduce the agreed usage fee on a pro rata basis for the times during which the Hosting Service was not available as agreed. The amount of the right of reduction shall be limited to the remuneration attributable to the defective component of the service. In the event of significant Defects, the Customer shall only be entitled to extraordinary termination of the defective component of the service if the conditions described in clause 10.1 (Notice of Defect) and clause 10.6 sentence 1 (remediation fails twice) are met.
- 10.7.** The Customer may only assert claims for Defects if the Hosting Service is used in accordance with these Terms and Conditions and the [Service Definition](#) and exclusively with modifications approved by Vector.
- 10.8.** For Defects in title, Vector will provide supplementary performance by granting the Customer the legally unrestricted ability to use the Hosting Service. Vector may replace the affected contractual service with an equivalent contractual service of the same quality in accordance with the provisions of the License Agreement, unless this is unreasonable for the Customer. If Third Parties assert intellectual property rights against the Customer in connection with the Hosting Service, the Customer shall promptly inform Vector in writing. Vector will, at its own option and

in consultation with the Customer, either defend or satisfy the claims. The Customer shall not acknowledge the claims of Third Parties on its own initiative. Vector shall defend justified claims against the Customer at its own expense and shall indemnify the Customer against all reasonable costs and damage in connection with the defence of claims, unless such claims are based on a breach of duty on the part of the Customer.

10.9. Vector shall be entitled to reimbursement of its expenses if the Customer complains about a Defect without being able to prove it.

10.10. However, the Customer remains entitled to benefit from the statutory warranty for hidden Defects, as provided under Articles 1641 to 1649 of the French Civil Code, in the event that the Hosting Service is affected by a latent Defect that renders it unfit for its intended use or significantly reduces its usability. Nevertheless, where the Customer is a professional acting in the same field of expertise as Vector, the warranty for hidden Defects is expressly excluded, in accordance with Article 1643 of the French Civil Code. Any applicable warranties shall be exercised with Vector France, using the contact details as specified in the [Service Definition](#).

11. Liability

11.1. Vector shall be liable for damages and compensation for fruitless expenses, irrespective of the legal grounds, as follows:

11.1.1. Vector shall be liable for damage caused by intent or gross negligence. This shall also apply in the event of the fraudulent concealment of a Defect.

11.1.2. In the event of slight (simple) negligence, Vector shall only be liable in the event of a breach of essential contractual obligations. Essential contractual obligations are obligations whose fulfilment is fundamental for the proper implementation of the contract and on whose fulfilment the contractual partner has relied on or may rely as a matter of course. In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the amount of damage typically foreseeable at the

11.1.3. time the contract was concluded. However, this liability shall be limited to the lesser amount of EUR 100,000 (in words: one hundred thousand euros) or the total net value of the offer. In other regards, the liability for slight negligence of other contractual obligations and for lost profits and additional labour costs incurred by the contracting partner, loss of use and/or revenue losses shall be excluded and more broadly, all indirect damages are excluded.

11.1.4. This shall not affect mandatory statutory provisions, such as unlimited

liability for damages resulting from injury to life, limb or health (personal injury) or liability under the Act on Liability for Defective Products.

11.1.5. To the extent that Vector's liability is excluded or restricted under the foregoing, this shall also apply for the liability of the legal representatives of Vector as well as any vicarious agents of Vector or persons used by the Lessor in the performance of their contractual obligations, in particular employees. Irrespective of the foregoing stipulations, Vector's liability, on whatever legal grounds, in particular in case of contractual or tortious liability, for the delivery of Products or other software free of charge shall be limited as follows: Vector shall be liable for direct damages caused by or resulting from a Defect in the software only in case of willful misconduct or if Vector has fraudulently concealed the Defect. In other regards, Vector shall only be liable for intent and gross negligence. Claims arising from the breach of an essential obligation, from injury to life, body or health, from the breach of a warranty of quality issued by Vector and from mandatory liability under the Act on Liability for Defective Products shall remain unaffected. Liability shall otherwise be excluded.

11.1.6. Liability for the loss of Customer Data shall be excluded to the extent that it exceeds the damage that would have occurred if the contractual partner had properly backed up the data in accordance with the state of the art. The preceding sentence shall not apply insofar as Vector is responsible for the backup of data in accordance with agreements made.

11.1.7. To the extent that Vector's liability is excluded or limited according to the foregoing, this shall also apply to the liability of Vector's legal representatives and vicarious agents, in particular employees.

11.2. The provisions in clause 11.1 do not give rise to a change in the burden of proof to the detriment of the Customer.

12. Force majeure

12.1. Vector shall not be liable for any failure or delay in the provision of the Hosting Service for any period during which such failure or delay is caused by unforeseeable events or circumstances beyond Vector's reasonable control, as defined in Article 1218 of the French Civil Code, including, but not limited to, acts of God, war, strikes or labour disputes, embargoes, governmental orders or other events of force majeure.

12.2. Vector shall notify the Customer within a reasonable period of time of the occurrence of such a force majeure event.

13. Safety precautions

- 13.1. Vector shall use economically reasonable security techniques in the provision of the Hosting Service.
- 13.2. Vector has taken and will maintain appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Vector shall not be liable for any damage caused by viruses, unauthorised access or tampering with the servers or infrastructure which is beyond Vector's control.
- 13.3. In the event of a successful attack on the Hosting Service, Vector shall promptly investigate and take action to remedy the attack and notify the Customer of the attack as soon as possible. The Customer shall support Vector's investigations and shall maintain silence about the attack vis-à-vis Third Parties until final clarification.
- 13.4. The Customer shall be fully responsible for the security of any software accessing the CP Environment via the optional PREEvision API Server component. This responsibility also includes ensuring that such software complies with applicable data protection obligations.
- 13.5. In the event of a successful attack on any software connecting to the Hosting Service, e.g. via the optional PREEvision API Server component, the Customer agrees to notify Vector promptly of such an attack by contacting the Vector Support Contact specified in the [Service Definition](#) and to promptly investigate the attack and take action to remedy it as quickly as possible. Vector shall support the Customer's investigation to the extent required and shall maintain confidentiality about the attack towards Third Parties until final clarification of the situation.
- 13.6. In the event that the Customer reports an attack on software that connects to the Hosting Service via the optional PREEvision API Server component, Vector reserves the right to take all measures required to protect the Hosting Service, including immediately blocking access to the Hosting Service.

14. Confidentiality

- 14.1. Any information which, by its nature, is confidential and which is made available to one party (hereinafter "Receiving Party") by the other party (hereinafter "Disclosing Party") via the Hosting Service shall be treated as confidential by the Receiving Party, shall not be disclosed to any Third Party and shall be protected with the same degree of care the Receiving Party would apply to its own confidential information, but with no less than reasonable care. The Receiving Party undertakes to disclose Confidential Information only to its employees, Affiliates ("Affiliates" means companies that are directly or indirectly controlled by a Receiving Party, control a Receiving Party or are under common control with a Receiving Party. The definition of control for this purpose means the power,

directly or indirectly, to direct or influence the management or policies of the undertakings, whether by holding more than 50% of the voting share capital, by contract or otherwise), Collaboration Partners and contractors (subcontractors for instance) who have a need to know such information for the purposes of performing the License Agreement and who are bound by confidentiality obligations substantially similar to those contained in these Terms and Conditions.

- 14.2.** The confidentiality obligations shall not apply to information that (i) is already known to the Receiving Party at the time of receipt, as evidenced by the records, without the Receiving Party being bound to confidentiality with regard to this information for other reasons; or (ii) is or becomes part of the public domain through no fault of the Receiving Party; or (iii) is lawfully obtained by the Receiving Party from a Third Party without any breach of the confidentiality obligation; (iv) is independently developed by the Receiving Party without a breach of the confidentiality obligation; or (v) is required to be disclosed by mandatory law or binding orders of courts or government authorities, provided that the Receiving Party notifies the Disclosing Party without undue delay to the extent permitted by law. The Receiving Party shall disclose only that part of the information that is required to be disclosed and shall take reasonable steps to limit disclosure and maintain the confidentiality of the information. The Receiving Party shall prove that the requirements for an exception under (i) to (iv) above are met in each individual case. In the case of (iii), the Receiving Party's obligation to provide evidence extends to from which Third Party it has received the information.

15. Data protection / data backup

- 15.1.** During the use of the Hosting Service, the storage of personal data such as e-mail address, first and last name of the End User as well as user names is required for administrative reasons and to fulfil the necessary functions. No other personal data is processed.
- 15.2.** The Customer acts as a data controller in relation to personal data collected, processed and/or used in the context of the Hosting Service. If this is necessary, the Customer will agree additional contractual provisions with Vector.
- 15.3.** Vector shall also be entitled to collect relevant data during access to the Hosting Service for auditing and security purposes.
- 15.4.** Vector owes the provision of a CP Environment for the use of the Hosting Service by the Customer and the necessary storage space for the storage of data to the extent specified in clause 4 of these Terms and Conditions and in the [Service Definition](#).
- 15.5.** The Customer grants Vector the right to store and reproduce the data generated by the Customer in the course of using the Hosting Service for the purpose of

fulfilling the License Agreement (e.g. for data backup purposes) to the extent that this is required for the performance of Vector's contractual obligations. Vector shall be entitled to store the Customer's data in an emergency recovery data center.

- 15.6.** Vector shall regularly back up the stored Customer Data in accordance as specified in the [Service Definition](#). Vector shall also ensure that the data are protected against access by unauthorized Third Parties. The Customer shall understand and acknowledge that "every night" stated in clause 1.6 of in the [Service Definition](#) means the every night of the time zone of CET/CEST.

16. Term and termination

- 16.1.** A License Agreement shall enter into force upon the term indicated in the License Agreement stated in Vector's quotation or Vector's order confirmation.
- 16.2.** The License Agreement shall automatically terminate at the end of the term agreed for the Hosting Service. An extension of the License Agreement shall require either a separate written agreement or the acceptance by the Customer of a follow-up offer from Vector for the further provision of the Hosting Service by Vector.
- 16.3.** If the Hosting Service is used beyond the term of the License Agreement, it will be tacitly renewed, as provided for in Article 1215 of the Civil Code, and will give rise to a new agreement of indeterminate duration.
- 16.4.** During the term of the License Agreement, either Party may terminate the License Agreement by written notice if the other Party commits a material breach and fails to remedy it within thirty (30) days of receiving written notice specifying the breach. Vector may terminate the License Agreement without notice in the following cases: if the Customer breaches the provisions of clause 6.4 and its obligations to cooperate, in particular its obligations under clauses 6.2 through 6.8.
- 16.5.** Notice of termination shall be given in writing; clause 18 of these Terms and Conditions shall apply accordingly.
- 16.6.** Upon the end of the License Agreement or in the absence of a license under a License Agreement, the Customer shall cease using the Hosting Service and all rights granted to the Customer under the License Agreement and these Terms and Conditions shall terminate and Vector shall be entitled to deactivate the Customer's account and access to the Hosting Service.
- 16.7.** Upon expiry of thirty (30) days after termination of the Agreement, Vector shall be entitled to delete the Customer's account and the stored Customer Data from the servers of Vector and its Subcontractors. At the Customer's request, Vector may, in exchange for an appropriate fee, provide a copy of the Customer Data at the time of termination within the aforementioned period.

17. Transfer of rights and claims, set-off and retention

- 17.1.** The transfer of rights and claims, with the exception of claims for payment, shall require the prior written consent of Vector.
- 17.2.** The Customer shall be entitled to set-off or retention rights only insofar as its claim has been legally established or is undisputed. In the event of Defects in the services, countering rights of the Customer in relation to these Defects shall remain unaffected.

18. Requirement of the written form

- 18.1.** Amendments and supplements to the License Contract and/or these Terms and Conditions must be made in writing and signed. The same shall apply in particular for amendments and supplements to this written form clause.
- 18.2.** In the event that there are multiple versions of these Terms and Conditions in different languages, the English version shall take precedence.
- 18.3.** The Parties agree that all signatures may be affixed electronically. In accordance with Article 1366 of the French Civil Code, such electronic signatures shall have the same legal effect and probative value as handwritten signatures.

19. Governing law and jurisdiction

- 19.1.** The License Agreement and these Terms and Conditions shall be governed by French law.
- 19.2.** To the extent legally permitted, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the competent courts of Nanterre, France.

20. Applicable version of these Terms and Conditions

The Customer's order shall be subject to the Terms and Conditions, including the [Service Definition](#), in effect at the time of submission of the offer. If access to the Terms and Conditions is not possible in exceptional cases, the Customer may contact Vector at any time and request that the Terms and Conditions be provided.