

1 PURPOSE

The purpose hereof is to set out the legal, technical and financial conditions for the Client to subscribe for Keynectis's K.Sign® solution along with the conditions of use and the Parties' respective obligations. **Application by the Client to subscribe for Keynectis's K.Sign® Service (hereinafter: 'the Order') will be regarded as the Client's unconditional and irrevocable agreement to abide hereby**, and as waiver of its own general purchase conditions. If additional conditions or conditions contrary hereto appear on the Client's Order, the Order will become contractual only as from Keynectis's written acceptance. No Order may be cancelled or amended by the Client without Keynectis's prior written agreement.

2 DEFINITIONS

Certificate Authority (or CA): means one of the components of the Public Key Infrastructure (PKI) generating and distributing K.Sign® Certificates, in accordance with the rules and practices determined by it in its Certification Policy (CP). Within the framework hereof, the Certificate Authority issuing Certificates are Subca of the CA called 'Keynectis ICS CA' technically and hierarchically attached to Root CA KEYNECTIS ROOT CA.

K.Sign® Certificate or Certificate: means an electronic certificate whose purpose is to authenticate and/or to sign documents in any format with any Software enable to access K.Sign Services..

Client: means the entity that makes an application to Keynectis to subscribe for the K.Sign® for Service within the framework of its professional activity and that contracts with Keynectis.

Contract: means the contractual whole made up hereof and of the application form to subscribe for the K.Sign® Service along with the procedures appearing on the Keynectis website applicable on the order date to subscribe for the K.Sign® Service.

K.Sign Signature Kit: means the whole made up of (i) the cryptographic USB key on which are installed the certificate, (ii) the installation software (drivers) and (iii) the installation documentation.

Certification Policy: means all the rules set forth and published by the CA describing the general characteristics of the Certificates that it issues. This document also describes the obligations and responsibilities of the CA, the AE, the Users and all the components of the PKI involved in any Certificate's entire lifecycle. Within the framework hereof, the Client must respect the rules set out in the Certification Policy (CP) applicable to the Service, which may be consulted at and downloaded from the following website address: http://www.keynectis.com/en/Certification_Policy_PC

AATL® Adobe® Program (Adobe Authorized Trust List): means Adobe program Offering to Authorized Certificate Approved by ADOBE to be recognized and trusted automatically by Adobe software (Reader 9 and X).

Time stamping Service: means all the services rendered by Keynectis needed to generate timestamp tokens in accordance with the K-Stamp Timestamping Policy, which may be consulted at the following website address: http://www.keynectis.com/en/Certification_Policy_PC.

OSCP Service: means the service that verifies the validity of the Certificate made available by Keynectis.

K.Sign Service or Service: means the service whereby Keynectis makes available to the Client an electronic signature tool (USB key and electronic certificate) and an associated timestamping and OSCP service for the purposes of Authentication and/or Signature of documents .

Third-Party User of the Certificate: means the natural person or legal entity that has confidence in the documents signed with the help of the K.Sign Service, for its commercial relations with

the person identified in the K.Sign Certificate. Keynectis has technically check the ability of Software to verify signature done with K.Sign Service. List is available on URI <http://www.keynectis.com>

3 DESCRIPTION OF THE K.SIGN SERVICE

The conditions of use of Keynectis's K.Sign® Service are set out in and regulated by the Certification Policy of Keynectis's 'KEYNECTIS ICS CA' Certificate Authority (hereinafter: 'Certification Policy') or its Subca, as amended, which forms an integral part hereof.

The applicable Certification Policy and all subsequent versions are published on Keynectis's website at the following address: http://www.keynectis.com/en/Certification_Policy_PC. By accepting these general conditions, the Client acknowledges that it has perused and is bound by the terms of the Certification Policy applicable on the Order date.

The K.Sign Certificate has a validity period of one (1) to three (3) year(s) depending on the option chosen by the Client. This period begins as from its date of issuance by the one of the Subca of Keynectis KSIGN® Certificate Authority associated. At the end of this period, it will be possible to verify the signature of the PDF documents with any software in the Adobe range (Reader, Acrobat LiveCycle), particularly for verification that on its date of signing the document had been duly signed electronically by a valid certificate issued by Keynectis and using all components of the K.Sign Service.

4 TERM OF THE CONTRACT

This Contract takes effect on the date of Order by the Client and ends on the validity end date of the certificate issued. If the Certificate application is rejected by Keynectis because of an incomplete file and/or if the Client has not notified to Keynectis the information needed within one month of the date of rejection, the Contract will be deemed to have expired. In the event of a serious breach by one of the Parties of its contractual obligations, not remedied within 30 clear days of receipt of a recorded delivery letter precisely identifying the breach in question and asking for it to be remedied, cancellation will be effective as of right. Such cancellation will take place without prejudice to any application for damages to which the non-defaulting party may be entitled. By express agreement and when the Order is placed online, in accordance with article L 121-20-2 paragraphs 1 and 3 of the Consumption Code and the characteristics of the services covered hereby, as from communication of the file applying for issuance of the Certificate by Keynectis, the right of retraction provided in article L 120-20 of the Consumption Code is inapplicable.

5 FINANCIAL CONDITIONS

The price applicable to the K.Sign Service is that mentioned in Keynectis's online offer on the date of subscription or renewal of said Certificate or in the offer delivered by Keynectis to the Client. The pricing conditions of the Service depend on the validity period of the Certificate chosen by the Client.

Following receipt by Keynectis of the Client's Order, an invoice will be sent to the Client. The invoice is payable online by bank card or any other means of payment chosen among those proposed by Keynectis.

Keynectis reserves the right to revoke any access to the K.Sign Service after expiry of a period of 60 days from the invoice date if this invoice remains unpaid.

In the event of an incomplete application file rendering issuance of the Certificate impossible and bringing about the expiry hereof as provided for in article 4, the paid amount will be retained by Keynectis. If a request for cancellation of the Order is notified to Keynectis by recorded delivery letter within one month of the Order date, half of the amount paid will be retained by Keynectis by way of penalty clause.

6 CONDITIONS OF USE OF THE SERVICE

Before signing the presents, the Client represents that it has perused the available documentation, including the technical prerequisites, concerning the K.Sign Service along with the technical specifications for using said Service (OCSP Time Stamping CRL).

It is incumbent upon the Client to ensure that the equipment in its possession, particularly its browsers and means of connection, can be used with all the efficiency required by the Service.

The Client is informed that the electronic certificate associated with the K.Sign solution complies with the X.509 standard (ITU-T Recommendation X.509/ISO IEC 9594-8: 2001 'Information technology – Open Systems Interconnection (OSI) – The Directory: Public-key and attribute certificate frameworks') but does not satisfy the requirements of any qualified certificate as provided by Decree No 2001-272 of 30 March 2001 adopted in application of article 1316-4 of the Civil Code and concerning electronic signatures.

7 THE CLIENT'S UNDERTAKINGS

The Client undertakes to follow the application stages for subscription to the K.Sign Service and to transmit to Keynectis all the information needed to process the Order and issue the Certificate.

The Client represents that the information transmitted for issuing the Certificate is accurate.

The Client undertakes to use the K.Sign Service in accordance herewith and with the provisions of the Certification Policy.

The Client undertakes to take all appropriate measures to ensure the security of its K.Sign Signature Kit. The Client alone is responsible for protecting its private key(s) kept on its equipment (browser, smart card, other) against violation, loss, disclosure, modification or improper use.

If information contained in the Certificate changes, the Client must immediately inform Keynectis thereof in writing, which will then revoke the Certificate in question. The Client undertakes in this context to cease using the Certificate in question for any reason whatsoever.

8 KEYNECTIS'S UNDERTAKINGS

Keynectis is bound by an obligation of means (*obligation de moyen*) for the services provided hereunder.

Keynectis will supply the Client with the documentation needed to use the Service.

Keynectis ensures that it has put in place, throughout the period of provision of the services stipulated in the Order, all the material and human resources enabling it to respect the regulatory and legislative criteria enabling it to claim the technical operator capacity of 'electronic certification service provider' as provided for by Decree No 2001-272 of 30 March 2001, Decree No 2002-535 of 18 April 2002 and the Ordinance of 31 May 2002 following transposition of European directive 1999/93/EC of 13 December 1999. In this respect Keynectis warrants that its production centre is fully secured and reliable and has products that are high-performance in terms of reliability, security and confidentiality. Keynectis undertakes to maintain a secure operating environment throughout the term hereof.

For each usage of the Certificate by the Client for document signing with Keynectis' Approved software Keynectis warrants that the bearer is immediately informed of the proper functioning of the Certificate.

9 CLIENT SERVICE AND SERVICE QUALITY

9.1 Keynectis's client service

Keynectis undertakes to make available to the Client a client service to handle questions related to the K.Sign Service. The

opening times of Keynectis's client service are Monday to Friday, 9 a.m. to 6 p.m., French time, business days. Keynectis's client service is accessible by email or telephone.

Keynectis will supply the Client with a service incident follow-up service, on the understanding that service incidents solely concern the OSCP and Timestamping features at the time of signing documents.

As regards questions related to Keynectis Approved software incidents, Keynectis's client service will be responsible for transmission to the publisher, on the understanding that the obligation to resolve incidents concerning such software is subject to said software's licensing conditions.

As regards questions related to the functioning of the hardware medium (USB Key and smart card) of the Certificate and of its associated software (drivers), Keynectis's client service will deal with such malfunctions in accordance with the manufacturer's documentation communicated to the Client at the time of their installation.

As regards the guarantee related to the Certificate's hardware support (Key and smart card), Keynectis is responsible for replacing the defective element throughout the life of the Certificate. The return of the defective equipment to Keynectis for replacement is payable by the Client.

9.2 Processing of requests by Keynectis's client service

At the time of each request to Keynectis's client service, the Client will supply the following information:

- The speaker's name
- Telephone number
- Details of the request

A request number will be notified by Keynectis to the Client following receipt of the request. Information related to the processing of the request will be logged in a journal.

In the case of service incidents involving any deterioration in the Service's OSCP and Timestamping features, additional information will be requested on the incident itself. The Client must in particular supply the following additional information:

- Description of the problem
- Frequency of occurrence
- Name and version of the Adobe software used
- Computer and operating software used (browser), as the case may be

Keynectis will deal with incidents as soon as possible in accordance with the following procedure:

- Phase 1: Analysis of the malfunction
- Phase 2: Allocation of a severity score (blocking or non-blocking)
- Phase 3: Search for final (or partial) correction
- Phase 4: Choice of the date of application (immediate or deferred) depending on the severity score of the final (or partial) correction
- Phase 5: Implementation of the final (or partial) correction

9.3 Service quality undertakings

Keynectis undertakes to provide the Client with access to the service 24 hours a day, 7 days a week. The availability rate of the OSCP and Timestamping Services is 98% on a monthly basis excluding planned maintenance services.

Keynectis will bring the revocation of any Certificate to the attention of all the persons concerned by holding and updating the Certificate Revocation List (CRL). CRLs are accessible at the URL stated in the Certificate's 'CRL Distribution Points' field. Keynectis publishes updates of the Client's CRLs on a daily basis.

Keynectis undertakes to do all it can to resolve as soon as possible any blocking malfunction and enable continuity of the service. Not regarded as malfunctions are periods of unavailability linked to planned maintenance operations notified to the Client with one (1) week's notice.

10 SCOPE OF LIABILITY

The Client acknowledges that it has perused and accepted the exclusions and limitations of guarantees contained herein and in the Certification Policy.

10.1 Limitations of liability

Keynectis will not be liable for indirect losses suffered by the Client, such losses being on no account set out in advance hereby.

If Keynectis's liability is invoked, it is expressly agreed that Keynectis will be obliged to redress certain direct and immediate losses, within a limit that may not exceed the amount of the Order.

10.2 Exclusion of liability

Keynectis excludes any liability in the event of non-compliance by the Client with the undertakings provided herein.

Keynectis does not assume any undertaking or liability as to the consequences due to delays or losses that any electronic messages, letters or documents may sustain in their transmission or as to the delays, deterioration or other errors that may arise in the transmission of any telecommunication.

Excluded from any petition for redress are losses caused by any event of force majeure. By express agreement, only those usually retained by the case law of the French courts and tribunals are regarded as cases of force majeure.

11 PERSONAL DATA PROTECTION

Each of the Parties will take all appropriate measures regarding personal data protection and will comply, for the execution of services that are the subject hereof, with the obligations arising under national, European and, as the case may be, international legislation in respect of personal data protection. Each of the Parties will see to compliance with the statutory provisions in force related to personal data protection and in particular the law on data processing, data files and individual liberties of 6 January 1978 and will carry out the necessary formalities and have such formalities carried out.

12 CONFIDENTIALITY

Each Party undertakes to keep confidential all the information identified as confidential supplied within the framework hereof by the other Party and not to disclose it to third parties throughout the term hereof and for a period of five (5) years following expiry or cancellation hereof.

13 INTELLECTUAL PROPERTY

Keynectis grants to the Client a non-exclusive right to use the Service solely within the framework of the services provided hereby. This right of use is personal and non-assignable. The right of use is granted as from the effective date hereof and for the term hereof.

14 MISCELLANEOUS

14.1 Communication

The Client authorises Keynectis to quote its name by way of commercial reference. Any other communication will be submitted to the Client for approval beforehand.

14.2 Assignment of the Contract

The Parties undertake not to assign the Contract and the rights and obligations taken separately without the other Party's express prior agreement.

14.3 Insurance

Keynectis attests that it has taken out Professional Civil Liability Insurance concerning services related hereto.

14.4 Invalidity of any clause – Nullity

If one or more provisions herein are held to be invalid or declared as such under any law or regulation or following a final decision of any competent court, the other provisions will retain their full validity unless they are indissociable from the invalid provision.

The nullity of any clause hereof does not affect the validity of the other clauses; the Contract is continued in the absence of the cancelled clause unless the cancelled clause renders its continuation impossible or unbalanced in relation to the initial agreements.

14.5 Notification

Any notification sent hereunder will be sent by recorded delivery letter to the Parties' registered offices. Any complaint from the Client must, on pain of debarment, be sent by recorded delivery letter to the Contract's signatory person within one (1) month of the occurrence of the event giving rise to said complaint.

15 ASSIGNMENT OF JURISDICTION – APPLICABLE LAW

The law applicable hereto is French law. In the event of dispute regarding the interpretation or execution hereof, should the parties be unable to reach an amicable agreement within a period of 30 days unless this period is expressly renewed between the Parties, express and exclusive competence is assigned to the Paris Commercial Court, which will be the sole court competent to hear any dispute, notwithstanding plurality of defendants or application for the joinder of a guarantor as party, even for emergency procedures or conservatory procedures by way of appeal or petition or oppositions on injunction to pay.