GENERAL CONDITIONS OF USE
GENERAL CONDITIONS OF SALE

Definitions

For the interpretation and implementation of these General Terms and Conditions of Use (hereinafter "GCU") and Sales (hereinafter "GTC"), it is agreed that the following terms will be defined as follows:

The CUSTOMER: Natural or legal person, signatory of these Terms, having acquired by himself or through a third party a legitimate right of access to the MRT Software Package, with or without the possibility of effective use.

The SERVICE PROVIDER: FOR MAN SAFE is a single simplified limited company with a capital of 2000 Euros, whose registered office is located at Faverie 86230 MONDION, registered in the Poitiers Trade and Companies Register under number 845 178 771.

The SOFTWARE PACKAGE: is called MRTSOFTWAREPACKAGE, the prevention software made available by FOR MAN SAFE which holds all the exploitation rights to meet the needs of the CUSTOMER on the basis of specifications.

Article 1: General provisions

Acceptance

The simple fact of placing the order by subscription implies full acceptance of these Terms/ GTC. These General Terms and Conditions constitute a contractual agreement concluded between FOR MAN SAFE and the CUSTOMER.

TheGTCU are approved systematically at the opening of the Software Package and onlyreinforce the customer's thoughtfulness on the rules that bind him by this contract.

Any new configuration in the conditions of use of the MRT Software Package must be accepted from thefirst opening of the MRT Software Package following the update of theconfiguration.

Notifications

All notifications, communications, formal notices provided for in these General Conditions will be deemed to have been validly delivered to the CUSTOMER if they are sent by registered letter with request for acknowledgment of receipt. Any new configuration in the terms of use of the software package will be the subject of a new notification that must be accepted as soon as it opens the softwarepackage.

Article 2 – Purpose of the General Conditions

The purpose of these General Terms and Conditions is to specify the conditions under which FOR MAN SAFE grants the CUSTOMER a right of access and/or use of its MRT Software Package, and, where applicable, its maintenance and updates, in exchange for payment, by the CUSTOMER,to FORMAN SAFE, of the price defined within the framework of the commercial contract established between the parties, or on behalf of the parties.

These General Terms and Conditions are applicable to all services sold by FOR MAN SAFE. They are applicable in their entirety for any contract between FOR MAN SAFE and its end CUSTOMERS in France or abroad.

Any condition contrary to these General Terms and Conditions will be unenforceable against FOR MAN SAFE regardless of when it may have been brought to its attention. Without express prior agreement, FOR MAN SAFE will not accept any derogation from these General Terms and Conditions.

In addition to a right of access and use to the MRT Software Package, FOR MAN SAFE offers - as an option - thefollowing services concerning the MRT Software Package.

- **Maintenance**
  Download access to major and/or minor updates, and unlimited access to technical support.
- **Functional support**
  The functional support service is a complement to the maintenance contract. It is intended to process all requests not covered by themaintenance contract, namely requests for non-"technical" support (questionsof use, advice and optimization of settings, additional training ...).
- **Implementation Services or Benefits**
  All the services offered to the CLIENT to implement the MRT Software Package in correspondence and in response to his specificneeds.

Article 3 – Price

In return for the license to use the MRT Software Package granted at the time of subscription, the CUSTOMER undertakes to pay the price indicated in his subscription contract.

Prices are indicated in Euros excluding taxes. They are invoiced to the CUSTOMER on the day of registration of the order and include the costs of processing and online access.

Any additional disbursements to provide service to the CLIENT are not included. They will be invoiced in addition by daily fee or by exception to the real and on proof.

FOR MAN SAFE reserves the right to invoice additional services not provided, subject to approval of the CUSTOMER with the exception of security patches (it being specified that these patches could be invoiced in case ofspecific adaptation of the software package). Thus, if necessary, the possible cost of adaptation of the MRT Software Package, tests, incident correction due to the evolution of a third-party software that would be related to the MRT Software Package will be invoiced to the CUSTOMER.

Article 4 – Orders and delivery

FOR MAN SAFE studies for each CLIENT the services necessary to meet the needs expressed by the CLIENT. The CUSTOMER validates by his order these services and their contents as described by FOR MAN SAFE.

FOR MAN SAFE provides the CUSTOMER with the elements necessary for access to the MRT Software Package and its use. Accessibility will be deemed to have been achieved as soon as the usernames and passwords are transmitted to the CUSTOMER allowing him access and use of the MRT Software Package.

The full and definitive access of the CUSTOMER to the MRT software package is subject to full payment of the sums appearing on the invoice sent to the CUSTOMER.

The CLIENT assumes all responsibilities relating to the suitability of the MRT Software Package to its needs, the operation of the MRT Software Package and the qualification and competence of its personnel for the operation of the MRT Software Package. Consequently, FOR MAN SAFE can in no way be held responsible for the inadequacy of the services it offers to the needs of the CLIENT and/or the level of competence of the latter's staff.

Article 5 – Invoicing and payment methods

In the absence of a detailed written objection received within ten (10) days of the date of issue of the invoice, it will be deemed due in its entirety on its due date without any other possible remedy. Payment is due on the due date indicated on the invoice. FOR MAN SAFE does not grant any discount in case of early payment.

Unless otherwise provided for each Product or Service ordered, the means of payment accepted are:
- payment by bank cheque
- payment by SEPA direct debit

Article 6 – Late payment.

In the event of non-payment on the due date, FOR MAN SAFE will require immediate payment of all outstanding invoices. In addition, penalties at the rate of three times the legal interest rate and a lump sum compensation for recovery costs of 40 euros, eight (8) days after formal notice remained unsuccessful. Late payment may also give rise to the suspension of orders and deliveries in progress. It may also lead to the suspension of access to the MRT Software Package bythe CLIENT.

In case of renewal of the order, the total or partial non-payment within thirty (30) days from the conclusion of the said order, FOR MAN SAFE reserves the right to suspend access to the MRT Software Package.

Article 7 – Rights of use and limitations

FOR MAN SAFE grants the CUSTOMER, who accepts it, a right of use and / or access to the MRT Software Package, personal, indivisible, non-transferable, non-exclusive and subject to full compliance with these General Conditions. Subcontractors, service providers or potential suppliers of the CUSTOMER may not avail themselves of this right.

This right is exclusively limited to the number of positions defined and/or listed by the commercial contract established between the parties, or on behalf of the parties, within the limit of the number of projects subscribed in the subscription contract. Any installation and use on an additional mobile station (tablet, smartphone, etc.) calling into question the terms of the commercial contract established between the parties, or on behalf of the parties, will be the subject of an amendment, which may lead to a price redefinition, calculated taking into account the date of start of use on this additional mobile station.

Article 8 – Support material

The CLIENT makes use of the MRT software package on the supporting hardware (one of the workstations) of which it is the owner or on which it holds equivalent rights. The CLIENT is responsible for protecting this supporting material so that the MRT Software Package:

- is not exposed to malicious acts,
- is not exposed to attempts at fraudulent use,
- is not accessible to unauthorized third parties.

In the event that for man safe identifies malicious or fraudulent attempts to use the MRT Software Package, the rights ofthe LIENT may be temporarily or permanently interrupted or reduced, without the CUSTOMER being able to demand in return any form of compensation and without being otherwise released from his obligations towards FOR MAN SAFE. FOR MAN SAFE reserves the right to mobilize the responsibility of the CLIENT in the event of fault or negligence of the latter that has led, or is likely to lead, to damage or material and / or immaterial damage.

The supporting material intended for the use of the MRT Software Package must meet the minimum technical specifications recommended by FOR MAN SAFE. If this obligation is not respected, FOR MAN SAFE cannot be held responsible for a malfunction of the MRT Software Package.

The CUSTOMER is responsible for the proper functioning of its hardware and the compatibility of the other software it uses in parallel with the MRT Software Package. FOR MAN SAFE cannot be held responsible for the non-functioning of the MRT Software Package if the CUSTOMER's hardware is not functional.

In general, for man safe cannot be held liable for damages and/or material and/or immaterial damages impacting the supporting material and/or other software of the CUSTOMER. The same applies to damage and/or material and/or immaterial damage in connection with the data stored and/or processed by the CUSTOMER's support material.

The CUSTOMER must have appropriate connections to the network, allowing, through the supporting hardware, normal operation of the MRT Software Package. These connections to the network are established at the expense and under the responsibility ofthe CLIENT. The CUSTOMER acknowledges having been informed by FOR MAN SAFE of the minimum technical specifications required for normal operation of the MRT Software Package. Under no circumstances can for the responsibility of FOR MAN SAFE be sought for:

- damage and/or material and/or immaterial damage resulting from the operation of connections to the network, at the expense and under the responsibility ofthe CLIENT,
- costs or additional costs resulting from the operation of network connections,
- degraded performance of the MRT Software Package or any other computer solution used bythe CUSTOMER,in connection with external modifications, a rate restriction, a degradation of the quality of the throughput, a cut or hash of communications, or any other negative event, relating to the exploitation of connections to the network.
- In the same way, for man safe cannot be held liable for damages and/or material and/or immaterial damage resulting from any of the following events:
- Major and/or generalized power failure,
- Major and/or generalized communicationinterruption,
- Flood or exceptional climatic event,

- Volcanic eruption and/or tectonic movement,
- Terrorist attack,
- Civil war or military action,
- Economic or political embargo,
- Strike and act of vandalism,
- Change of norm or law, with or without retroactive effect,
- Event under Force Majeure.

The right of use granted on the MRT Software Package may be transferred exceptionally and temporarily to emergency equipment from one of the CUSTOMER's sites, if the CUSTOMER's site or equipment is temporarily unavailable or unusable. If necessary, the CUSTOMER has the obligation to notify FOR MAN SAFE by registered letter with acknowledgment of receipt.

Any transfer of the MRT Software Package to a site not belonging to the CUSTOMER or to equipment other than that provided for when ordering must be the subject of a prior agreement of FOR MAN SAFE, which reserves the right to refuse this transfer.

In the event that this transfer is authorized and requires an intervention of FOR MAN SAFE, under the assistance or maintenance subscribed at the time of the order, the CUSTOMER must notify FOR MAN SAFE by registered letter with acknowledgment of receipt with a notice of three (3) months. The CUSTOMER undertakes to uninstall,without delay, the MRT Software Package and its copies on the emergency equipment, in case of temporary unavailability, or on the old equipment in case of permanent transfer. Otherwise, FOR MAN SAFE reserves the right to charge for the additional right of availability.

Article 9 – Training of the CLIENT

The MRT software package is intended for professional CUSTOMERS with knowledge of the Microsoft Office Pack. The CUSTOMER may not question the formalism of the MRT Software Package.

The CLIENT guarantees to have benefited from training adapted to the perfect handling of the MRT Software Package from the moment he decides to make concrete use of it, even in a limited way. Consequently, FOR MAN SAFE cannot be held responsible for loss of data, errors, malfunctions, and in general for any damage and/or material and/or immaterial damage resulting from improper use of the MRT Software Package.

The CUSTOMER is also informed that technical assistance is provided by FOR MAN SAFE and that this permanence is reachable in particular in case of questions or doubts. The CUSTOMER acknowledges having become aware of the existence of this technical assistance and its availability schedules.
The CUSTOMER cannot claim a possible error of the technical assistance, even formulated in writing, and / or its punctual unavailability to engage the responsibility of FOR MAN SAFE.

Article 10 – Ownership and disclosure

ATTENTION: Any communication or distribution of a complete or partial copy of the Software Package and / or its notice, to a non-CUSTOMER third party,is strictly prohibited. Any communication or dissemination of access codes and/or access rights to a third party is strictly prohibited. The rights ofthe CLIENT are not transferable to third parties without the prior written consent of FOR MAN SAFE.

The MRT software package and any documentation relating to the product, as well as any copy, remain the exclusive property of FOR MAN SAFE, which holds in particular the authorship in accordance with the provisions of the intellectual property code. The same applies to schematics, designs,models, trademarks and other visual elements inherent in the MRT Software Packages. None ofthese elements may be used without a written agreement limited in particular in time and space.
The CLIENT undertakes not to carry out or to have carried out reverse engineering studies on the technologies of the MRT Software Package. In the event that the CUSTOMER obtains access to the source code of the MRT Software Package, he undertakes not to make use of it, not to make it accessible to third parties, and not to make copies or backups, even partial. He also undertakes to inform FOR MAN SAFE, without delay, of any breaches of confidentiality or protection that he may witness during his use of the MRT Software Package.

The CUSTOMER is not authorized to memorize, nor to distribute, screenshots of the MRT Software Package. By way of exception, the CUSTOMER may make backup copies that are strictly necessary for the proper use of the MRT Software Package. All copies made are the exclusive property of FOR MAN SAFE and must be communicated to it.

The MRT software package contains the know-how and manufacturing secrets of FOR MAN SAFE. Therefore, any element or information from the MRT Software Package must be considered confidential, even if it is not the subject of a patent, copyright protection or is not protected by law and/or the provisions of the Intellectual Property Code. The MRT Software Package and the related rights of use may not be assigned, transferred or modified by the CUSTOMER without the prior written consent of FOR MAN SAFE. The rights granted by FOR MAN SAFE to the CUSTOMER guarantee him individual access and/or individual Use of the MRT Software Package. This implies that:

- The CLIENT undertakes to use the MRT Software Package only for its own purposes. He assures that he will not provide or disclose, in any form whatsoever, any constituent element of the MRT Software Package to a non-CLIENT third party and that his access codes will remain personal and not accessible to third parties, including third partyCUSTOMERS.
- The CLIENT undertakes not to develop, market or promote products or services that could compete with the MRT Software Package.
- The CUSTOMER may not under any circumstances modify or adapt the MRT Software Package, which remains the full and entire property of FOR MAN SAFE without the express prior written consent of FOR MAN SAFE.
- Any correction of the MRT Software Package will emanate from FOR MAN SAFE and in no case from the CUSTOMER. The CUSTOMER may share his observations on the MRT Software Package in order to provide a better service, or in order to improve the ergonomics or content of the MRT Software Package. FOR MAN SAFE will study these suggestions which may or may not be taken into consideration without the CLIENT being able to claim ownership or claim any remuneration or indemnity.

By agreement between the CLIENT and FOR MAN SAFE, it is accepted that the rights of access and/or use of the MRT Software Package are non-transferable even in the event of any operation that may result in a transfer of the CLIENT's rights to a third party.

Therefore, the CUSTOMER undertakes to take all necessary measures to ensure that the various documentations from FOR MAN SAFE, the source versions, and all the elements arising or that may be assigned to FOR MAN SAFE are not disclosed or made freely available to a non-CUSTOMER third party.

The CLIENT, a legal entity, undertakes to ensure compliance with these General Terms and Conditions by its directors, staff and/or similar staff, and more generally by any natural or legal person who may act on its behalf. The CLIENT, a legal person, admits to take all necessary measures to avoid the slightest unlawful disclosure, use or reproduction by its directors, staff and/or similar staff, and more generally any natural or legal person who may act on its behalf. The CLIENT is prohibited from using the specifications of the MRT Software Package to create or allow the creation of a program with the same destination

FOR MAN SAFE reserves the right to verify at any time that the CUSTOMER complies with and applies these obligations. In the event of a breach of at least one of them, the CUSTOMER would be liable to FOR MAN SAFE for the damage caused (operating loss, material damage, immaterial damage, damage to reputation, loss of profit, etc.).

Article 11 – Responsibilities

FOR MAN SAFE is subject to an obligation of means herewith to deliver the MRT Software Package in accordance with the specifications of the subscription.

FOR MAN SAFE makes its best effort to ensure the compliance of its MRT software package with the various documentation provided.

The CLIENT, for his part, must ensure that the MRT Software Package suits his needs. He must have a level of qualification adapted to the proper use of the MRT software package and a level of delegation of power and / or rights compatible with the information he is required to read, use, modify, extract, delete, on the MRT software package. The CLIENT must possess the skills necessary for a proper use of the MRT Software Package, and has the responsibility to train if necessary.

FOR MAN SAFE cannot be held responsible in the event of anomalies or malfunctions related to a modification of the MRT Software Package by the CUSTOMER, however minimal.

In the event of an evolution of the legislation involving modifications of the MRT Software Package for its compliance with the new legislation, the specific development costs, if requested by the CUSTOMER, will be borne by the CUSTOMER. FOR MAN SAFE cannot be held responsible for an impossibility of compliance of the MRT Software Package with legislation subsequent to that in force on the date of the CUSTOMER's order.

The CUSTOMER acknowledges having been sufficiently advised by FOR MAN SAFE before signing its contractual commitments and having received all the necessary elements to judge the adequacy of the MRT Software Package with its needs and to take all the necessary precautions for its implementation and operation. FOR MAN SAFE can in no way be held responsible in the event of misuse of the MRT Software Package or a deviation or failure to meet the CUSTOMER's needs.

The CUSTOMER is responsible for the protection of the recorded data, the repair of the databases, the results obtained and the compliance of the use of the MRT Software Package in the event that specific adjustments of the MRT Software Package have been made to meet its needs.

The CUSTOMER must inform FOR MAN SAFE of any evolution of third-party software that would be related to the MRT Software Package.

In the event that the liability of FOR MAN SAFE is sought bythe CUSTOMER for damages and / or material and / or immaterial damage relating to a fault of FOR MAN SAFE, this liability would be, in any case, globally capped at an amount equal to the turnover achieved by FOR MAN SAFE with the CUSTOMER during the 6 months preceding the occurrence of the damage. This single and common ceiling is valid regardless of the number of damages over a period of 6 months, for which the liability of FOR MAN SAFE would be sought, and regardless of the extent and scope of these damages. This ceiling must also be less than €1,000 per CLIENT and per damage. To the limitation of French laws, FOR MAN SAFE, as well as all its suppliers and distributors, decline all responsibility for loss of production, yield, profits, revenue or data.

Article 12 – Content and data

Some features of the MRT Software Package allow you to import, enter, modify, generate, or store content and/or data. The CLIENT retains all intellectual property rights relating to the content that does not matter (these are files uploaded to the platform), but irrevocably transfers to FOR MAN SAFE the ownership of all data entered or generated manually or automatically during the use of the MRT Software Package, to the exclusion of his personal data of civil status and / or personal life.

The CUSTOMER grants FOR MAN SAFE an authorization to store, use, host and reproduce in the European Union the content it imports and the data it collects, generates, uses, modifies and / or exploits through the MRT Software Package. The ownership of the data, transferred to FOR MAN SAFE, authorizes it to exploit them anonymously, or to modify them, without restriction on the part of the CUSTOMER,without geographical limit and without limit intime, in particular in the context of the improvement or development of new services and / or products of FOR MAN SAFE, its partners and/or service providers. The ownership of the data, transferred to FOR MAN SAFE, also authorizes it to assign them to third parties in an anonymized manner, or to grant anonymous use licenses to third parties, in particular in the event that the exploitation and/or intellectual property rights of the MRT Software Package are globally transferred to a third party. Similarly, the authorization provided to FOR MAN SAFE by the e CLIENT to store, use, host, and reproduce in the European Union the content and data, is transferable to a third party, in particular in cases where FOR MAN SAFE would have to transfer this mission to one of its partners or suppliers, or in cases where the exploitation and / or intellectual property rights of the MRT Software Package would be globally transferred to a third party. The CUSTOMER accepts that the data it enters or generates will be disseminated, shared and possibly modified and/or deleted by FOR MAN SAFE and/or other CUSTOMERS. In particular, it acknowledges that the data it enters or generates does not fall under either the regime of the work or the copyright regime. The CUSTOMER accepts that the content it imports may be viewed, disseminated, shared and possibly modified and/or deleted by FOR MAN SAFE and/or other CUSTOMERS,within the limits of the rights defined by the CUSTOMER at the time of importing such content, or thereafter. The CUSTOMER acknowledges having been informed by FOR MAN SAFE of the operation of the MRT Software Package and in particular of the collaborative aspect of the data and content. The CLIENT acknowledges having been informed of the means at its disposal to define the scope of the rights of consultation, dissemination, sharing, modification, deletion, of the content that it imports during the use of the MRT Software Package. He acknowledges being able to fully understand and use these means, as a result of which the responsibility of FOR MAN SAFE can not be sought in the event of damage and / or material and / or immaterial damage based on issues related to the scope and / or exploitation of the rights granted to FOR MAN SAFE or other CUSTOMERS on the imported content and / or data entered or generated.

The CUSTOMER ensures that it has all rights to the contents and/or data to enable FOR MAN SAFE to possess the said uses previously detailed.

FOR MAN SAFE excludes any form of liability that may relate to the content imported by theCUSTOMER and the relevance of the data entered or generated by the CUSTOMER(s) during use. In particular, FOR MAN SAFE does not engage its responsibility for the documentation and content of site documents and models offered to the CUSTOMER. The CLIENT remains solely responsible, in the last resort, for the adequacy of the service with regard to its own obligations, in particular regulatory and normative.

Article 12 bis: Data and content of an illegal and/or prohibited nature

The import, seizure, deposit, and more generally any manipulation made possible by the functionalities of the MRT Software Package, data and / or content of an illegal and / or prohibited nature, is prohibited to the CUSTOMER.

In derogation from Article 9 and Article 16,the e CLIENT remains solely responsible and owner of the data or content of an illegal and/or proscribed nature that he generates, enters, introduces on the MRT Software Package, and more generally of any data or content of an illegal and/or proscribed nature of which he is the source on the MRT Software Package.

FOR MAN SAFE is authorized to delete memories of the MRT Software Package, or to make not accessibleto the CUSTOMER, the data and content of an illegal and / or prohibited nature of which he becomes aware. In such circumstances, FOR MAN SAFE will seek, as far as possible, to identify theLIENT C that is the source.

The following are considered as data and or content of an illegal and/or prohibited nature:

- Data and content that are manifestly unlawful under the laws and regulations applicable in France, Luxembourg and in general, throughout the European Union.
- Data and content of a manifestly pornographic, paedophile, xenophobic, homophobic, racist and/or anti-Semitic nature,
- Data and content that are manifestly degrading and/or manifestly infringing morality,
- Data and content of a manifestly offensive and/or threatening nature,
- Data and content clearly related to psychological and/or sexual harassment,
- Data and content of manifestly private and/or personal dimension, not directly related to normal use of the MRT Software Package,
- Data and content of a manifestly religious and/or political nature, not directly related to normal use of the MRT Software Package,
- Data and content (music, film, photos) that violate the intellectual property code in the country where it is used.

Article 13 – Termination

Any violation of these General Terms and Conditions bythe e CLIENT gives FOR MAN SAFE the right to terminate the rights of access or use of the MRT Software Package automatically upon knowledge of the generating event, and to claim compensation for the damage suffered.

FOR MAN SAFE reserves the right to unilaterally and automatically terminate the user license and maintenance services, without prejudice to any damages in the following cases:
-Receivership or liquidation ofa CLIENT, subject to the conditions provided for by the law of 25 January 1985.
-Non-payment bythe e CLIENT of the user license fee or the maintenance fee at each contractual deadline, on behalf of the CLIENT, after a formal notice sent by registered letter with acknowledgment of receipt and remained without effect within 15 days.

Termination is immediate and de facto in the following cases:
-Malicious use of the MRT software package by thee CLIENT,
-Generation of rights and / or beneficiaries outside the order,
-Non-compliance with copyrights and copyrights.

In case of termination,the e CUSTOMER will not be able to claim any refund of his order, not even in proportion to its use.

FOR MAN SAFE also reserves the right to sue for additional damages.

The termination of the rights of access or use of the MRT Software Package may also be done:
- Upon written request of the CLIENT,
- On simple decision of FOR MAN SAFE when the CUSTOMER objectively does not fulfill his contractual obligations, and in particular those that commit him to pay the price of his right of access or use,
- Upon reasoned decision of FOR MAN SAFE, addressed to the CUSTOMER,and in the absence of a response and / or dispute on his part within 10 days of the sending by FOR MAN SAFE of this decision to theCUSTOMER.

In the event of termination of the rights of access or use ofthe MRT Software Package, the e CUSTOMER remains committed to FOR MAN SAFE, in particular, with regard to Article 10: "ownership and disclosure" and Article 11: "responsibilities".

In the event of termination of the rights of access or use ofthe MRT Software Package, the CUSTOMER undertakes to delete from the memory of its equipment all the elements belonging to FOR MAN SAFE.

In the event of termination of the rights of access or use of the MRT Software Package, even temporary or temporary,the e CLIENT grants FOR MAN SAFE the rights to erase and/or delete, without delay, its access codes, its personal data entered or generated automatically or manually, as well as the content it has imported into the MRT Software Package. The CUSTOMER may not claim compensation for the deletion of this content, data, or information.

Article 14 – Use and sale abroad

The use of the FOR MAN SAFE software package is geographically limited to France.

Article 15 - Applicable law

These General Terms and Conditions are written in French and subject to Frenchlaw, including in the context of subscriptions providing for the provision of the Software Package in another language, whatever it may be.

Article 16 - Duration

These General Terms and Conditions are concluded for a period between the date of commencement of use ofthe MRT Software Package by the e CLIENT,and the date of extinction of all rights and obligations relating thereto.

Article 17 - Completeness

These General Terms and Conditions express the entirety of the commitments between FOR MAN SAFE andthe CLIENT relating to the same object. They cancel and replace any other verbal or written agreement, of any nature whatsoever, which may have been made beforehand and relating to the same object.

Article 18 - Tolerance

Any tolerance granted by FOR MAN SAFE with regard to the non-performance bythe e CLIENT of any of the obligations arising from these General Conditions, can not be considered, whatever its duration, as a definitive waiver of its rights and as exempting thee CLIENT from fulfilling in the future the obligation or obligations concerned in the terms and conditions of these General Conditions.

Article 19 - Waiver

The failure of one of the parties hereof to enforce any of the provisions of the Terms and Conditions at any time shall in no event be deemed to constitute a waiver of such provision, except in the case of a written waiver notified by a duly authorized representative of that party to the other party, such written waiver shall specify the exact nature of such waiver. The fact of waiving to raise a violation of these General Terms and Conditions shall not be considered as a waiver of other violations.

Failure to exercise the rights and remedies provided for in these Terms and Conditions or by law shall in no way constitute a waiver of the exercise of such rights or remedies, nor a waiver of any other right or remedy. The partial or isolated exercise of any right or remedy provided for in these Terms and Conditions or by law shall in no way constitute a waiver of the full exercise of all rights and remedies granted under these Terms and Conditions or the law.

Article 20 - Availability

The MRT software package requires maintenance periods during which the service must be interrupted. The availability rate of the MRT Software Package guaranteed to the CUSTOMER is at least 95% over a rolling period of 10 consecutive days. The CUSTOMER may not demand compensation, nor seek the liability of MRT, for damages and / or material and / or immaterial damage resulting from a service interruption of less than 12 hours, whatever the cause. In all cases, a deductible of 12 hours of service interruption per 10-day period would be granted to FOR MAN SAFE in the sizing

of damages and/or material and/or immaterial damage resulting from a service interruption of duration exceeding 12 hours.
The amount of compensation payable bythe CUSTOMER following a service interruption exceeding 12 hours over a rolling period of 10 days will be calculated according to the following formula: Compensation in euros = 65 x (Number of hours of unavailability - 12) / 700.

Article 21 - Protection of personal data ofthe CLIENT

The MRT Software Package is required to use and / or process certain personal dataof the CLIENT in strict compliance with the law of 6 January 1978 amended, informatique et libertés, concerning the processing of personal data, and the European Regulation 2016/679 of 27 April 2016 known as GDPR.

In accordance with the regulations in force, thee CLIENT is also informed of the right of access to his personal data which he has and which he can exercise with:
Company FOR MAN SAFE, registered with the RCS POITIERS under number B 845 178 771,
SIREN : 845178771 / CODE NAF : 7112B
Represented by Mr ROULIN Philippe,
La Faverie – 86230 MONDION contact@formansafe.fr

FOR MAN SAFE's privacy policy regarding personal data can be found at the following URL: https://mrt.formansafe.fr/rgpd. It can also be sent to the CLIENT on request.

Article 22 - Update of the General Conditions

FOR MAN SAFE reserves the right to modify and update at any time the access and use of the MRT Software Package, as well as these General Conditions. FOR MAN SAFE will endeavor to informthe CUSTOMER. These modifications and updates are binding on the CUSTOMER who must therefore regularly refer to this section to check the General Conditions in force.

Article 23 - Autonomy of contractual provisions

In the event that one or more provisions of these Terms and Conditions become void, illegal, unenforceable or unenforceable in any way, the validity, legality or application of the other provisions here of these Terms and Conditions shall not be affected or impaired in any way.

Article 24 - Election of address for service

For the execution of these General Terms and Conditions and their consequences, any notification or communication must be sent to the parties at their respective address, where they expressly declare to elect domicile:
For FOR MAN SAFE, at the address of its registered office, designated at the head here now,
For the CUSTOMER, at the address designated at the head of the commercial contract that binds him directly or indirectly to FOR MAN SAFE.

On the occasion of the order, the CUSTOMER appoints a correspondent who will be the privileged interlocutor of FOR MAN SAFE.

All notifications, communications, formal notices provided for herein will be deemed to have been validly delivered to the CUSTOMER if they have been sent by registered letter with acknowledgment of receipt.

Article 25 - Disputes

In the event of a dispute relating to these General Terms and Conditions or their interpretation, the parties undertake to seek an amicable agreement as a first step.

In a second step, and if no agreement has been reached within a reasonable time, the courts of the seat of FOR MAN SAFE will have sole jurisdiction even in the event of a warranty claim or multiple defendant.