SEELAB
TERMS AND CONDITIONS

Last updated: January 16, 2024

These terms and conditions ("**Terms**") govern your access and use of the Seelab.ai website ("**Website**") and the associated platform ("**Platform**") developed and operated by Creative Sheep ("**Seelab**"). Under these Terms, Seelab means a company organized under the laws of France, with offices at 4, Rue André Marie Ampère, 22300 Lannion - France, registered with the registry of commerce and companies of Saint-Brieuc, under the number 948 824 032 ("**Seelab**", "**Our**" or "**We**").

The Website, the Platform, artificial intelligence models, products, services and all other software, and any content, tools, features and functionality offered on or through our Website and Platform are collectively referred to as the "**Services**".

The present Terms apply to all the users of the Platform ("**User**", "**Customer**", "**You**", "**Your**"). If you accept these Terms on behalf of a company, "User", "Customer,", "You," and "Your" apply to You and that company collectively, and You represent and warrant that You are authorized to bind that company.

Please read these Terms carefully before using the Services. By accessing the Website and the Platform, You are agreeing to be bound by the Terms. Your access or use of our Services is conditioned on Your ongoing compliance with these Terms. If you do not agree to these Terms, or have a concern with our Privacy Policy, you may neither access nor use Our Services.

ARTICLE 1 - ACCESS TO THE SERVICES AND REGISTRATION

1.1 Access to the Services. Unless You choose to use a feature limited version of the Services ("**Freemium Offer**"), access and use of Our Services is subject to the payment of a subscription (as offered by Seelab on its Website pricing page or directly to You).

These Terms also refer to and incorporate the Seelab Privacy Policy and any other policy We may provide in writing ("**Seelab Policies**") and any ordering document signed by You and Seelab ("**Order Form**") or a Seelab webpage that You used to purchase the Services (collectively the "**Agreement**").

These Terms apply to any trial You may be granted and Your access and use of the Services based on Our Freemium Offer.

1.2 Registration. Use of the Services requires the creation of an account ("**User Account**").

You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18 you must have your parent or legal guardian's permission to use the Services.

In order to create a User Account, You will need to provide some personal information such as Your name, Your email address and Your mobile number.

By creating a User Account, You represent and warrant that any information You provide in connection with Your registration for the use of the Services is and will remain true, accurate, and complete, and that You will maintain and update such information regularly.

You may not use as a username the name of another person or entity or a name which is not legally available for use by You, or a name that is otherwise offensive or obscene.

You are solely responsible for all activities on Your User Account and maintaining Your User Account's confidentiality and security, including Your password. You may not share Your User Account password, or similarly confidential information, with anyone else.

If You create an account or use the Services on behalf of another person or entity, You must have the authority to accept these Terms on their behalf.

ARTICLE 2 - SERVICES AND CUSTOMER CONTENT

2.1 Your Content. You may provide input (in the form of images or text) to the Services ("**Input**"), and receive output from the Services based on the Input ("**Output**"). Input and Output are collectively "**Content**". You are exclusively responsible for Content and of Your use of it. You represent and warrant that (i) You have all necessary rights, licenses, and permissions needed to provide Input to our Services; particularly, You warrant that Your Input will not contain material which is subject to copyright or other proprietary right, unless You have the necessary permission or are otherwise legally entitled to use the Input, in particular to create Output from such Input, and grant us the license described in article 2.6 (ii) Your provision of such Inputs does not violate any applicable laws or these Terms, and (iii) Your Inputs do not violate any applicable law, rule or regulation.

2.2 Ownership of Content. We do not claim to own any of Your Content, You are the sole owner of the Content. As between You and Seelab, and to the extent permitted by applicable law, You (i) retain your ownership rights (material and intellectual property rights) in the Input and (ii) own the Output. We hereby assign to You all our right, title, and interest, if any, in and to Output.

2.3 Accuracy of Output. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve Our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of Our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts. Our Services may provide incomplete, incorrect, or offensive Output that does not represent Seelab's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with Seelab.

You must evaluate Output for accuracy and appropriateness for Your use case, including using human review as appropriate, before using or sharing Output from the Services.

Customer is solely and exclusively responsible for its use of the Output and Seelab makes no representations or warranties with respect to the Output.

2.4 Similarity of Output. Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar Output from Our Services. Customer therefore has no right, title or interest in such Output. Our assignment above does not extend to other users' Output or any third-party content.

2.5 Customer Model. Customer may provide Inputs to fine tune Our machine learning models ("**Customer Model**"). Generating Customer Models is part of the Services.

2.6 Our Use of Content. We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep Our Website, Platform and Services safe.

Accordingly, by using the Services and uploading Your Input or generating Your Output, You grant Us a license to access, use, host, case, store, reproduce, transmit, display, publish, distribute and modify Your Content, but solely as required to operate, improve, maintain, promote, market and provide the Services and ensure their safety. You

agree that these rights and licenses are royalty-free, transferable, sublicensable, worldwide and irrevocable. However, Seelab has no obligation to host and store Your Content for more than three (3) months.

2.7 Removal of Content. To the fullest extent permitted by applicable law, Seelab reserves the right, and has the absolute discretion, to remove, screen, edit or delete any of Your Content at any time, for any reason, and without notice, including if it determines that You are in breach of these Terms

2.8 Beta Offerings. From time to time, we may, in our sole discretion, include certain test or beta features or products in the Services ("**Beta Offerings**") as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an "as is" basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

2.9 Usage Data. "Usage Data" means information generated, collected or derived from use of the Services, including (i) data related to the performance, operation and utilization of the Services, (ii) information about the type and frequency of use of the Services, (iii) device and connection information, and (iv) other data and information related to the use, operation and performance of the Services. Seelabs owns all Usage Data.

ARTICLE 3 - OWNERSHIP AND INTELLECTUAL PROPERTY OF THE WEBSITE, PLATFORM, SERVICES AND ASSOCIATED ITEMS

3.1 Ownership of the Services. Seelab and/or its licensors retain all rights, title, and interest (including any intellectual property rights therein) in and to the Website, the Platform and the Services (including the Customer Model), including their "look and feel" (graphics, logos, texts etc.), any proprietary content, algorithms, technologies, artificial intelligence, information and other materials made available to the Customer ("**Associated Items**").

The Website, the Platform, the Services (including the Customer Model) and Associated Items are original works of authorship protected, amongst others, by the French Intellectual Property Code and/or are protected as trade secrets pursuant to articles L. 151-1 and following of the French Commercial Code.

Seelab and/or its licensors own any and all intellectual property rights and trade secrets related to the Website, the Platform, the Services (including the Customer Model) and Associated Items ("**Seelab IP**"). You expressly acknowledge that the Agreement does not grant the Customer any of the Seelab IP and You agree not to take any action(s) inconsistent with Seelab's ownership interests. Seelab and its licensors reserve the all rights not expressly granted under the Agreement.

3.2 Ownership of Trademarks. Seelab's name, logo, and all related logos, product and service names, designs, graphics, slogans, commercial names and other items of its visual identity are trademarks of Seelab or otherwise belong to Seelab. Other names, logos, product and service names, designs, graphics, commercial names and slogans that appear on the Website or the Platform are the property of their respective owners who may, or may not, be affiliated, connected or sponsored by Us.

ARTICLE 4 - RIGHTS GRANTED BY SEELAB AND USAGE RESTRICTIONS

4.1 Rights Granted by Us. If any software, content or other materials owned or controlled by us are distributed to You as part of Your use of the Services, We hereby grant You, a personal, non-assignable, non-sublicensable, non-transferrable, revocable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling You to use the Services as permitted by these Terms.

4.2 Restrictions on Your use. We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not:

- use the Services in a way that violates these Terms and/or applicable laws and regulations;
- use the Services in a way that infringes, misappropriates or otherwise violates Seelab's right or that of any third parties;
- send us any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian;
- remove or alter any copyright, trademark, confidentiality or other proprietary notices, designations, or marks accessible through the Website, Platform and/or the Services;
- access (or attempt to access) any non-public areas of the Website, Platform and/or the Services;
- interfere with any access or use restrictions, or prevent (or attempt to prevent) another user from accessing or using the Website, Platform and/or the Services, or disrupt the Website, Platform and/or the Services;
- use any robot, spider, or other automated means to access or scan the Website, Platform and/or the Services, frame or mirror any part of the Website, Platform and/or the Services, or create a competitive business to the Services;
- use any data mining or data gathering or extraction methods, or otherwise collect information about the Website, Platform and/or the Services, and/or its visitors and/or users;
- collect or store personal information about any person or entity;
- send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose;
- attempt to probe, scan, compromise or test the vulnerability of the Website, Platform and/or the Services, system or network or breach any security or authentication;
- reverse engineer or decompile any (part) of the Website, Platform and/or the Services, specifically in view of creating a similar service;
- broadcast, distribute, resell, sublicence, rent, lease, offer for free or otherwise commercialize any the Website, Platform, the Services, offering, product and/or feature;
- use the Website, Platform and/or the Services for any illegal or unauthorized purpose;
- use Output to develop any artificial intelligence models that compete with our products and services. However, you can use Output to (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of our Services;
- make any interfacing or integration with other services or software;
- adapt or modify the Website, Platform and/or the Services.

ARTICLE 5 - PAYMENT AND TAXES

5.1 Fees and Billing. You agree to pay all fees charged to Your account ("**Fees**") according to the prices and terms on the Website, or as otherwise stated in an Order Form. Unless you have signed an Order Form, price changes on the Website will be effective immediately for all price decreases or changes made for legal reasons. All other price

changes will be effective 14 days after they are published on the Website. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment.

Unless otherwise specified in an Order Form, at the end of each month, Seelab shall send an invoice to the Customer which shall be payable within thirty (30) calendar days of its issuance.

If applicable, You authorize Us and our third-party payment processor(s) to charge the payment method provided on Your account on an agreed-upon periodic basis.

Fees are payable in full, in the legal currency of the EuroZone (Euros).

5.2 Service Credits. You may need to prepay for Services through the purchase of credits ("**Service Credits"**) or We may provide You with promotional Service Credits from time-to-time.

5.3 Taxes. Fees are exclusive of taxes, which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

5.4 Disputes and Late Payments. To dispute an invoice or a charge, the Customer must notify Seelab within thirty (30) days at billing@seelab.ai. Any undisputed balance that becomes due whilst Seelab is reviewing the disputed balance, must be paid.

Any delay in the payment of the invoice shall give rise to the application of an interest rate calculated on the basis of the rate applied on the due date by the European Central Bank plus ten (10) percentage points. This interest will be applicable automatically and without the need for a prior formal notice. In case of non-payment and without prejudice to any action for damages, Seelab reserves the right, without any liability, to suspend the access to the Services or to terminate the Agreement, if the Customer fails to pay the invoice thirty (30) calendar days after the receipt of an unsuccessful notice to pay.

5.5 No Refunds. All the amounts paid and payable to Seelab under the Agreement are non-refundable.

ARTICLE 6 - MAINTENANCE AND UPDATES

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Seelab, in its sole discretion, may elect to take.

Seelab may, from time to time in its sole discretion, develop and provide updates to the Services, which may include upgrades, bug fixes, patches and other error corrections and/or new features that Seelab deems beneficial to the Customer and/or reasonably necessary for the security and functioning of the Services (together "**Updates**").

The Customer agrees that Seelab has no obligation to support the previous version(s) of the Website and Platform beyond three (3) months of the Update.

ARTICLE 7 - FEEDBACK

During the course of this Agreement, Seelab may requests the Customer's input regarding the Website, Platform and/or the Services, including, without limitation, comments or suggestions in relation to the possible creation of new features/functionalities, modification, correction, improvement or enhancement of the Website, Platform and/or the Services and all associated offerings, or input as to whether the Customer believes Seelab's development direction is consistent with their commercial business and needs, the technology and the like (collectively "**Feedback**").

If the Customer submits Feedback, the Customer grants Seelab a non-exclusive, worldwide, royalty-free, irrevocable and transferable license to use, commercialize, import, reproduce, incorporate, publicly display, distribute, modify, or otherwise fully exploit the Feedback internally and externally, without any obligation or restriction based on intellectual property rights or otherwise.

ARTICLE 8 - COPYRIGHT INFRINGEMENT CLAIMS

If You believe that your intellectual property rights have been infringed, please send notice to the address below. We may delete or disable Content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

contact@seelab.ai

Written claims concerning copyright infringement must include the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that You claim has been infringed upon;
- a description of where the allegedly infringing material is located on Our Website/Platform so we can find it;
- Your address, telephone number, and e-mail address;
- a statement by You that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by You that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

ARTICLE 9 - PRIVACY

Under data protection legislation, We are required to provide You with certain information including who We are, how We process your personal data and for what purposes and your rights in relation to Your personal data and how to exercise them. This information is provided in the Seelab Privacy Policy which is published on the Website and incorporated to these Terms by this reference.

It is very important that You read that information.

ARTICLE 10 - CONFIDENTIALITY

The Agreement and any information, documents or data in particular commercial, technical, contractual and/or financial, communicated or disclosed to the Parties, in any form whatsoever, in writing or orally, relating to the conclusion, performance and continuations of the Agreement, any Seelab Services, product or other technology developed by Seelab are confidential and constitute a trade secret pursuant to Article L. 151-1 of the French Commercial Code (the **"Confidential Information"**).

Each Party shall ensure that all Confidential Information that it receives from the other is disclosed only to those affiliates, employees, officers, consultants, representatives and agents (**"Representatives"**) that need to know such information in connection with the Agreement and who are bound by fiduciary or contractual obligations to keep the Confidential Information confidential, and to no other party. Each Party shall clearly instruct such Representatives not to violate the restrictions contained herein, shall take appropriate steps to ensure that these obligations are fulfilled and shall remain liable for any breach of such restrictions by such Representatives. Except as expressly set forth above, each Party agrees not to disclose said Confidential Information that it has received from the other Party to any other third party unless it has the prior written approval of the disclosing Party and the person/entity to whom the Confidential Information is bound by a confidentiality obligation with terms no less

stringent that those set forth in this Agreement and use the Confidential Information for the sole and exclusive purpose of performing the Contract and its consequences.

Notwithstanding the foregoing, one Party may disclose Confidential Information:

- when such disclosure is necessary for the performance of the Agreement or its consequences;

- that are already in the public domain or are available to the public other than through the effect of an action, omission, breach of the Agreement or any other undertaking; or

- in the event that such disclosure is required by a competent authority pursuant to a binding regulation.

Confidential Information and any material or immaterial contribution of any kind by a Party for the performance of the Agreement shall remain its sole and exclusive property.

This Confidentiality undertaking shall be effective for the entire duration of the Agreement and a period of five (5) years from the termination of the Agreement for any reason whatsoever, including expiry.

Finally, upon termination or expiry of this Agreement, the Customer will, at Seelab's discretionary choice, promptly destroy and/or return any element of Confidential Information that may have been provided to it by Seelab, along with all the copies thereof.

ARTICLE 11 - DISCLAIMER OF WARRANTIES

By accepting this Agreement and using the Services, the Customer understands and acknowledges that the Services are made available on an "as is" basis. The Services may contain errors, bugs, design flaws, and/or other defects. The Customer should back up all data, information and Content prior to submission to the Services and during its use of the Services.

The Customer's access to, downloading from and use of the Services is at its sole risk. To the maximum extent permitted by applicable law, Seelab does not make any warranty of any kind, whether express, implied, statutory or otherwise (including, without limitation, warranties of merchantability, fitness for a particular use, and noninfringement).

Seelab does not warrant that the operation of the Services will be uninterrupted, secure, or error free. Seelab is not responsible or liable for the loss of or damage to the Content, or the impact that any problems the Customer encounters in connection with the Services that impact its business.

The Customer is responsible for complying with all local laws, rules and regulations, including local rules regarding online conduct and acceptable Content.

ARTICLE 12 - LIMITATION OF LIABILITY

12.1 Limitations on Indirect Damages. Except for (i) a party's gross negligence or willful misconduct, (ii) your breach of article 4.1 (Restrictions), (iii) either party's breach of its confidentiality obligations under article 10 (Confidentiality), or (iv) a party's indemnification obligations under this Agreement, neither You nor Seelab or our respective affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits), even if that party has been advised of the possibility of those damages.

Any liability on the part of Seelab concerning the Output or its use by the Customer or a third party is expressly excluded.

12.2 Liability Cap. Except for (i) a party's gross negligence or willful misconduct or (ii) a party's indemnification obligations under this Agreement, each party's total liability under the Agreement will not exceed the greater of (a) total amount you have paid to us in the twelve (12) months immediately prior to the event giving rise to liability or (b) five hundred (500) euros. The foregoing limitations will apply to the maximum extent permitted under applicable law.

For users of Our Freemium Offer, except for (i) a party's gross negligence or willful misconduct or (ii) a party's indemnification obligations under this Agreement, each party's total liability under the Agreement will not exceed five hundred (500) Euros.

ARTICLE 13 - INDEMNIFICATION

13.1 Indemnification. By entering into these Terms and accessing or using Our Services, You agree that You shall defend, indemnify and hold Seelab harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney fees) incurred by Seelab, arising out of (i) Your violation or breach of any of these Terms and/or applicable laws and regulations, (ii) Your violation of any rights of another user's or any third party (including their intellectual property rights); (ii) Your misuse of the Services; (iv) the use of the Content, or (v) Your negligence or wilful misconduct.

13.2 Indemnification Procedure. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim (including preserving and sharing the applicable Content), and allow the indemnifying party sole control of defense and settlement of the claim, provided that the party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party's rights, or requiring the other party to make any admission of liability. THE REMEDIES IN THIS ARTICLE 13 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY THIRD PARTY CLAIM THAT THE SERVICES OR CUSTOMER CONTENT INFRINGE INTELLECTUAL PROPERTY RIGHTS.

ARTICLE 14 - TERM AND TERMINATION

14.1 Term. The term of this Agreement will commence upon the earlier of your online acceptance of these Terms, the Effective Date of an Order Form, or the date you first use the Services, and will remain in effect until terminated pursuant to this article 14 ("**Term**").

The subscription term will automatically renew for successive periods unless either of us gives the other notice of its intent not to renew. That notice must be given, in writing, at least thirty (30) calendar days before the start of the next renewal period.

14.2 Termination. Unless you purchase Services for a committed duration, you may terminate this Agreement at any time by stopping the use of Our Services and deleting your account.

If You purchase a subscription with no commitment, You may terminate the Contract at any time by ceasing to use our Services and deleting your User Account.

Any subscription with a commitment cannot be terminated for convenience.

In any case, both parties may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings.

14.3 Effect of Termination. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiry. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination or expiry will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. Upon termination of this Agreement, we will delete all Customer Content from our systems within 30 days, unless we are legally required or authorized to retain it.

ARTICLE 15 - MISCELLANEOUS

15.1 Notices. Notices pertaining to this Agreement shall be in writing, whether in hard or electronic copy. Notices to Seelab must be sent to the following address, with delivery confirmation: legal@Seelab.com.

15.2 No assignment, the parties shall refrain, without the prior written consent of the other Party from assigning, contributing or transferring, in any form whatsoever, all or part of the Contract, in particular by way of assignment or lease management of its business, merger, demerger or partial contribution of assets.

15.3 No Agency. For all purposes under this Agreement, each of the parties is a legally and financially independent legal entity, acting in its own name and under its own sole responsibility. Neither party has the authority to bind the other party by entering into a contract or making declarations on behalf of the other.

15.4 Good Faith. The parties undertake to behave at all times towards each other as loyal co-contractors and to perform their obligations and exercise their rights in good faith.

15.5 Invalidity. If one or more of the provisions of the Agreement appear to be invalid or inapplicable to the parties, they shall, as part of their obligation of good faith, replace them with others that correspond to the spirit and purpose of the Agreement, without affecting its economy. In the event of judicial annulment of one or more provisions of the Agreement for any reason whatsoever, the court shall substitute a clause of equivalent effect within the scope of its power of interpretation. In any event, the other provisions shall retain their full force and scope.

15.6 Non-Waiver. The fact that one of the parties does not avail itself of one of the provisions of the Agreement/a right granted under the Agreement, shall never be considered or interpreted as a waiver of its benefit. The waiver by either Party of the benefit of any provision/right of the Agreement shall only take effect once notified. Waiver of a particular provision/right in a particular situation shall not constitute a general waiver of that provision, nor a waiver of other provisions in any other situation.

15.7 Update of these Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which judicial proceedings have been initiated prior to the change in Terms.

15.8 Contractual Structure. The Terms and all relevant Order Form(s) shall comprise the contractual relationship between You and Seelab. Should a provision in an Order Form conflict with a provision of these Terms, the provision of the Order Form shall supersede the Terms, to the extent that it conflicts with the Terms. This

Agreement supersedes or cancels all prior written and oral understandings or agreements between You and Seelab with respect to the subject matter of this Agreement.

15.9 Applicable Law & Competent Jurisdiction. The Agreement is governed exclusively by the laws of France, without regard to conflicts of laws and principles. Any dispute relating to the interpretation, the performance and/or the termination of the agreement as well as any document or act which constitutes its accessory, will fall under the exclusive jurisdiction of the Parisian courts, both for proceedings on the merits or summary proceedings and including in case of multiple defendants or the introduction of third parties, such has warranties.

15.10 Language. These Terms have been written in English, French and Spanish, all three versions being deemed authentic, but for legal purposes the text in English is to be given priority of interpretation.