

IP TWINS

STANDARD TERMS AND CONDITIONS OF SALE

23 April 2023

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1. DEFINITIONS

“Client”

Any natural person or legal entity that orders services from IP Twins. With a view to readability, the third person term “it” will be used hereinafter when referring to a Client, regardless of whether the client is a legal entity or a natural person.

“Contact Person”

- In the Client’s case the person empowered to give instructions relating to the management of domain names.

- Where IP Twins is concerned, it designates the account manager allocated to the Client.

The parties will be informed of the identity of these contact persons by any means, either before the commencement of the contract or at the time of its commencement. In the event of a change of contact person, the parties shall inform each other without delay.

“Contract”

Altogether:

- these Standard Terms and Conditions of Sale;

- the relevant Special Terms and Conditions issued by IP Twins; and

- any Purchase Order accepted by IP Twins.

“Expenses and Disbursements”

All registration costs and other expenses necessary to carry out the Client's instructions, including bank charges and foreign exchange costs, incurred by IP Twins on behalf of the Client as a result of the registration or attempted registration

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of domain names or any other service as specified above.

“Fees”

The price, and the Expenses & Disbursements due for the provision of the Services indicated in the Purchase Order or calculated by reference to IP Twins' standard prices. The Price catalogue applicable to the Client will be communicated separately.

“IP Twins”

IP Twins SAS a French company registered in the Paris Trade and Companies Register under the number B 441 049 376, whose registered office is at 78, rue de Turbigo, 75003 Paris, and/or any partner company and/or subcontractors acting on behalf of IP Twins SAS, of whose identity the Client will be informed in advance, where applicable, that will be providing the Services to the Client.

“Parties”

Altogether, IP Twins and the Client.

“Purchase Order”

Any instruction given by the Client.

“Services”

The services supplied to the Client by IP Twins as described in the relevant Special Terms and Conditions.

“STCS”

These Standard Terms and Conditions of Sale.

2. PURPOSE

1. These STCS set out the conditions under which the Client uses the services of IP Twins as well as the commitments made by the Parties in the context of the provision of these services.

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2. Any order placed with IP Twins entails acceptance of these STCS.

3. SCOPE

1. These STCS and any Purchase Order accepted by IP Twins, together with the relevant special terms and conditions for the services provided by IP Twins to the Client, constitute the entirety of the contract (the "Contract") concluded between the Parties, and replace all previous agreements whether written or oral, express or tacit. The terms stipulated in the Purchase Orders, invoices and STCS of Purchase emanating from the Client will only apply to IP TWINS on condition that they were communicated to IP Twins in advance and agreed to by IP Twins.
2. If a preferential contractual relationship has been negotiated, the Contract, which determines the conditions under which IP Twins will supply the Services to the Client, can only be modified after written consent thereto has been obtained from the person empowered to that effect by IP Twins.

4. EFFECTIVE DATE OF THE CONTRACT

The Contract comes into force at the date on which IP Twins accepts a Purchase Order from the Client.

5. TERM OF THE CONTRACT

The Contract will be concluded for an initial period of 1 year and will be automatically renewed. The Parties may cancel the Contract by means of an email marked as highly important at least 3 months before the Contract's scheduled expiry date.

6. PURCHASE ORDERS

1. Purchase Orders must be sent by email to IP Twins' designated Contact Person and to ivan.sly@iptwins.com.
2. Any Purchase Order sent to IP Twins by the Client is an undertaking by the Client to pay the price for the Services.
3. Only Purchase Orders sent by the Client's designated Contact Person (or a person deputizing for the designated Contact Person) will be accepted by IP Twins.
4. The Client shall at its own expense supply any information, resource or means required by IP Twins to enable IP Twins to supply its Services. The Client guarantees that its employees, subcontractors and other suppliers will cooperate promptly with IP Twins whenever necessary.

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5. Any instruction given by the Client to IP Twins relating to the Services must be complete, accurate and precise. IP Twins reserves the right to invoice any supplementary cost and/or additional work resulting from any failure to comply with the Client's obligations, and will not accept any responsibility or liability in relation to any error that might result from such failure.
6. Any Purchase Order must, in particular, include a precise description of the Service referred to, state the duration of performance of the Service, note the price of the Service at the date of acceptance (set by reference to the Price Catalogue), and mention the name of IP Twins' contact person. In order to provide the Services listed in the Purchase Order, IP Twins will implement the techniques and technical skills necessary for the accomplishment of each Service. IP Twins undertakes to perform the Service diligently within the timeframes agreed on and in strict compliance with the laws and regulations in force.
7. IP Twins will keep the Client duly informed of the state of advancement of the Service listed in the Purchase Order. Follow-up meetings relating to the Service can be held by the Parties' managers, at the request of the first party to request this.
8. Purchase Orders only become definitive once they have been accepted by IP Twins and the Client.

7. FEES

1. The Fees for IP Twins' Services are specified in IP Twins' Catalogue of Services. If the Fees for a specific Service are not specified in the Purchase Order, IP Twins will provide the Fees to the Client.
2. If the total price for the Services exceeds €3000 excluding tax, IP Twins will request confirmation of its instructions from the Client.
3. Any revision of the Fees must be notified one (1) month before the new fees come into effect.
4. Unless otherwise stated in the Purchase Order, all quotes provided by IP Twins are valid for thirty (30) days as from the date on which they are issued.
5. The Fees do not include taxes. All taxes or dues applicable are payable by the Client.
6. IP Twins reserves the right to require an advance payment. Unless otherwise stipulated in the Purchase Order, IP Twins may request payment for the Services before, during or after completion of the Services.
7. Invoices are payable within a timeframe of thirty (30) days as from their issue date. In the event of late payment, penalty interest will be applied at the annual bank base rate in force increased by 4 points, after an initial formal payment demand has been sent to the Client. After two reminders, an initial formal payment demand will be sent

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to the Client: all expenses relating to the recovery of sums due on the score of unpaid invoices will be payable by the Client, in application of the relevant statutory provisions. In addition, IP Twins reserves the right to suspend the Services, in particular but not exclusively Services such as technical services relating to the hosting of domain names and the registration and renewal of domain names, until payment in full has been made. The Client acknowledges that the payment terms constitute an essential element of the Contract.

8. It is understood between the Parties that any additional Service not included in a Purchase Order can only be provided on condition that IP Twins has obtained the Client's prior written agreement concerning both the description of the planned services and the applicable Fees.

8. IP TWINS' OBLIGATIONS

- 1 IP Twins' obligations in the context of this Contract consist of a best-efforts obligation.
- 2 IP Twins will do its best to supply the Services and undertakes to supply the Services ordered to the Client in accordance with the best industry practices and the standards customarily applied within its sector of activity.
- 3 IP Twins undertakes to initiate the processes required by the instructions issued by the Client in Purchase Orders as soon as possible, as from receipt of the said instructions. The deadline stipulated in a Purchase Order for the performance of the Services is purely indicative, and not imperative.
- 4 The Services supplied must meet the requirements of the planned operation and the specificities specified by the Client as described in the Purchase Order or in the appended commercial proposal.
- 5 The Client will pay for the supply of any additional Service or any excess due to use of the Services supplied that is in excess of the limits provided for in the Purchase Order or in the appended commercial proposal, or in any additional Purchase Order.
- 6 The Client acknowledges that:
 - (a) the supply of the Services is subject to the technical and operational limits inherent to Internet, including in particular the lack of security and the potential unreliability of communications and transmissions, the changing nature of the Internet's legal, organizational and regulatory structure,
 - (b) IP Twins cannot be held liable as a result of such constraints;
 - (c) the supply of the Services may partially or wholly be prohibited, regulated or made subject to the contractual provisions of third parties, such as the conditions laid down by global or local authorities;

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(d) IP Twins cannot guarantee the exhaustiveness of results related to search, audit and monitoring services.

- 7 The Client acknowledges these constraints and accepts them.
- 8 IP Twins shall do its utmost to remedy any incidents that occur.
- 9 In the event of the non-renewal or termination of the Contract for a reason other than that of failure, even partial failure, on the part of the Client to perform any of its own obligations, IP Twins will have an obligation to assist the Client with the transfer of the Client's data, software, hardware and/or equipment with a view to the continuing provision of services by the Client or by a third party. The assistance provided by IP Twins in the context of the transfer will be invoiced in accordance with its prices in force. IP Twins will provide the applicable fees upon request.

9. THE CLIENT'S OBLIGATIONS

1. The Client must provide IP Twins with its full collaboration and provide IP Twins with all the requisite information necessary to ensure the performance of the Services. The Client undertakes to provide IP Twins in due time with all information, data, software, hardware, equipment or elements of utility for the performance of the Services.
2. The information, data, software, hardware, equipment or elements provided by the Client to IP Twins are deemed to belong to the Client.
3. The Client undertakes not to make available to the public, use or suggest the use of content or activities contrary to the laws and regulations in force.
4. The Client undertakes to carry out constant monitoring of the information made available to the public, to eliminate, before dissemination, any content likely to infringe the rights of third parties or, more generally, to be contrary to the laws and regulations in force. IP Twins cannot be held liable for the creation, the publication, and/or the use of any illegal data or content.

10. PERSONAL DATA AND PRIVACY

It is expressly referred to the Personal Data Policy available on the website www.iptwins.com at the address <https://www.iptwins.com/en/privacy-policy/>.

11. INTELLECTUAL PROPERTY

- 1 Unless specified otherwise, IP Twins is the owner of all intellectual property rights relating to all information, reports, documents, software, and other assets created by IP Twins. IP Twins grants the Client a limited licence to store and view the files related

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to the Services, and print up 10 copies, strictly and exclusively dedicated for internal business use.

- 2 The Parties guarantee that the means used to perform the Contract do not infringe the intellectual property rights of any third parties and are not, in any manner whatsoever, illegal.

12. CONFIDENTIALITY

- 1 The parties undertake to consider as confidential all aspects of the Contract.
- 2 In addition, IP Twins undertakes to:
 1. consider as strictly confidential both within its own organization and vis-à-vis third parties, information that is communicated to it by the Client or information that comes to its knowledge in the context of the Contract;
 2. limit contacts between IP Twins and the Client solely to persons directly involved in the Contract.
- 3 The following, however, will not be considered as confidential: any elements of the said information that were in the public domain at the time of their disclosure or subsequently fell into the public domain without any breach of the provisions of the Contract, or which the party concerned can prove to have held in its possession prior to the effective date of this undertaking, or which have been disclosed by IP Twins with the Client's prior consent, or which have been communicated to IP Twins or its personnel by third parties, without any breach of an obligation to maintain confidentiality.
- 4 This obligation to maintain confidentiality may be lifted by the express prior written consent of the other party, or by the law.

13. ADVERTISING

With prior written consent from the Client, IP Twins may use the Client's business identifiers (company name and trademarks) to promote IP Twins' services.

14. NOTIFICATIONS

- 1 Any notification made by the Client or by IP Twins by virtue of this Contract will be sent preferably by email.
- 2 Notifications made by email will be considered to have been received on the day of despatch, unless otherwise proven; those made by fax will be considered to have been received on receipt, unless an error report is issued indicating that the transmission

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was unsuccessful; those made by means of letters sent by recorded delivery will be considered to have been made two days as from the date of despatch.

15. CANCELLATION, NON-PERFORMANCE AND SUSPENSION OF A PURCHASE ORDER

1. The Client may decide to cancel and/or modify a Purchase Order without any payment being claimable by IP Twins if the performance of the Service to be provided by IP Twins under the terms of the Purchase Order has not yet commenced.
2. The Client may cancel or modify a Purchase Order when the Service relating to the Purchase Order has commenced after having notified IP Twins to that effect. In that case, the Client will notify IP Twins of its decision by any means, and cancellation of the order will come into force at the end of one (1) week from the date of receipt of the notification. Within this timeframe, the Client will be obliged to pay the amount of the Purchase Order on a pro rata basis corresponding to the Service provided by IP Twins up to the effective cancellation date; IP Twins will submit a written statement detailing the services that IP Twins has carried out up to that date.
3. If IP Twins is unable to perform a Purchase Order relating to the registration of a domain name within a timeframe of three (3) months as from its acceptance of the said Purchase Order, for reasons beyond its control (such as failure on the part of the Client to supply requested documents), IP Twins will send the Client a notification of non-performance.
4. IP Twins reserves the right to suspend or immediately interrupt the supply of all or part of the services if any action or omission on the part of the Client is affecting or risks affecting the satisfactory operation or the safety of IP Twins' network, infrastructures, or equipment, in which case the Client will be notified of this in advance.
5. IP Twins reserves the right, in an emergency, to partially or wholly suspend the services in order to carry out maintenance operations on its network and/or its hardware and/or software elements, in which case, the Client will be notified in advance where possible. In this case, IP Twins undertakes to do its best to re-establish the services as rapidly as possible.
6. In the event of a serious failure on the part of the Client to fulfil the obligations set out in this Contract, the Client agrees that any sanction mechanisms may be applied.
7. Except in emergency situations, IP Twins undertakes to inform the Client in advance in writing of suspension of the Services, and the parties undertake to reach agreement concerning the time at which these maintenance operations will be carried out.

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16. CANCELLATION AND EXPIRY OF THE CONTRACT

- 1 Notwithstanding the other rights held by IP Twins, IP Twins may cancel the Contract with immediate effect as from the time of notification:
 - (a) if the Client fails to pay any sum(s) due to IP Twins, where this failure has not been remedied within a timeframe of thirty (30) days as from the time of notification sent by IP Twins to the Client;
 - (b) in the event of non-performance by the Client of another important obligation resulting from this Contract, if this non-performance has not been remedied within a timeframe of thirty (30) days as from the time of notification sent by IP Twins to the Client;
 - (c) if the Client has been involved in an out-of-court settlement, becomes the subject of a court-supervised turnaround procedure or is placed in receivership under the conditions provided for in Articles L 611 et seq. of the Commercial Code.
- 2 In the event of cancellation or expiry of the Contract, IP Twins is authorized to destroy all the files in its possession or under its control, by deleting them from its computer systems and/or immediately taking appropriate steps vis-à-vis the competent authorities.
- 3 In the event of the cancellation or expiry of the Contract, the Client will immediately pay IP Twins all the sums to it due by virtue of the Contract.
- 4 The Client may cancel the Contract with immediate effect as from the time of notification:
 - (a) in the event of non-performance by IP Twins of another important obligation resulting from this Contract if this non-performance has not been remedied within a timeframe of thirty (30) days following the notification sent to IP Twins;
 - (b) in the event of non-performance within the stipulated timeframes, or poor performance of one or more Services that were the subject of a Purchase Order accepted by the Parties.
 - (c) if IP Twins is placed under the conditions provided for in Articles L. 611 et seq. of the French Commercial Code.
- 5 The remaining sums due will be calculated on a *pro rata* basis.

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17. LIMITATION AND EXEMPTION OF LIABILITY

1. Unless a statutory guarantee is applicable by law, IP Twins cannot be bound by any guarantee not expressly stipulated in this Contract.
2. IP Twins cannot be held directly or indirectly liable, for any reason whatsoever, for any damage resulting from one of the following events:
 - (a) use or malfunction attributable to the Client,
 - (b) interruption of services motivated by a decision, negligence, fault or any behaviour of the Client and/or Users or by maintenance operations which are not the responsibility of IP Twins.
 - (c) any incident or interruption of the services that is due to the occurrence of an incident/malfunction on networks other than IP Twins' network, or faulty functioning on the part of the Client's or Users' equipment, hardware and/or software,
 - (d) the insertion of a computer virus that affects the operation of the services, data loss, fraudulent maintenance or deterioration of the Client's and/or Users' hardware, equipment and/or databases, illegal or unauthorized intrusion by any third party via services supplied by IP Twins into all or part of the Client's information system.
 - (e) modification of the configuration of equipment, hardware or software necessary for the provision of services by the Client or a third party
 - (f) migration to a hardware or software environment different from that initially provided for or used,
 - (g) a decrease in sales arising as a consequence of the operation or non-operation or the use or non-use of the services,
 - (h) if the Client fails, even partially, to fulfil its own obligations.
3. IP Twins cannot be held liable for the delay or the non-performance of its obligations if such delay or such non-performance results from circumstances beyond its control such as any action or omission of the Client.
4. IP Twins cannot be held liable for the non-exhaustiveness of the results displayed in its monitoring reports.
5. IP Twins cannot be held liable for any indirect damage or consequential damage corresponding to damage not resulting directly or exclusively from a defect or failing in its services, or for any loss of business or profit or commercial harm.

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6. In the event of IP Twins' being held liable, its liability cannot exceed the total amount of the sums received by IP Twins on the score of this Contract, and can only be incurred if the claim is made within a timeframe of one (1) year as from the supply of the Services at issue.

18. GUARANTEE AGAINST CLAIMS BY THIRD PARTIES

1. The Client guarantees IP Twins against any action by a third party relating to or resulting from the provision of the services.
2. In the event of lawsuits or claims brought by a third party against IP Twins, the Client shall fully indemnify IP Twins for any damage suffered and undertakes to ensure, at its own expense, the defence of IP Twins if the latter would be the subject of an action for claim or liability, regardless of the process or procedure implemented, adjudicatory or not, judicial or extrajudicial.

19. FORCE MAJEURE

- 1 *Force majeure* means declared or undeclared events of war, general labour strike, epidemic diseases, quarantine, fire, exceptional floods, accidents or other events independent of the will of the Parties.
- 2 Neither party will be held liable for delays due to *force majeure* events.
- 3 In the event of *force majeure*, observed by one of the Parties, the latter must inform the other party as soon as possible in writing. The other party will have ten days to ascertain the *force majeure* event. The deadlines for delivery of Services will be automatically shifted depending on the duration of the force majeure.

20. INSURANCE

- 1 IP Twins hereby certifies that it holds all the insurance policies necessary to cover the pecuniary consequences of its civil liability for any damage that it might cause on the occasion of the performance of the Services.
- 2 IP Twins will forward to the Client, at its request, a copy of the necessary insurance certificates.
- 3 IP Twins' insurance policy is as following: "Axa France IARD SA", "Service Providers' civil liability" insurance policy no. 4688545204, covering the activities of a "Company that registers and manages Internet domain names".

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21. GENERAL PROVISIONS

- 1 In the event of cancellation of any of the clauses of this Contract, the said clause will be deemed to have not been written; all the other clauses remaining in force.
- 2 This Contract is concluded *intuitu personae*. Consequently, the Client undertakes not to in any way transfer or assign all or part of the rights and obligations resulting from this Contract.
- 3 IP Twins, which will retain the management of the Contract, and responsibility for its performance, reserves the right to subcontract all or part of the Services and transfer the Contract, subject to notifying the Client of its intention in advance.
- 4 Neither of the parties will be held liable towards the other for the non-performance of, or a delay in the performance of, an obligation stipulated in the Contract where this is due to a case of force majeure.
- 5 The fact that one of the parties tolerates any failure on the part of the other party to fulfil its obligations stemming from this Contract will not equate to renunciation of its right to subsequently enforce its rights.

22. APPLICABLE LAW - JURISDICTION

- 1 This Contract is governed by French law.
- 2 Any dispute that may arise between the parties because of the drawing up, interpretation, performance, ending or cancellation of the Contract will be made the subject of an attempt to resolve it amicably out-of-court.
- 3 If it has not been possible to resolve the dispute amicably within a timeframe of thirty (30) days, jurisdiction is expressly attributed to Paris' Tribunal of Commerce (Tribunal de Commerce de Paris), even if the dispute is heard in chambers, or if third parties are introduced, regardless of the place where the contract is performed, the defendant's place of domicile, or the method of payment.

23. LANGUAGE

This Contract is drafted in French and translated into several languages. In case of conflict, the French version prevails.

24. MODIFICATION AND UPDATING

The Client acknowledges and accepts that IP Twins may modify or update the Contract. IP Twins will notify the Client of any material modification by email and provide advance notice of three (3) months. If the Client does not agree to the new terms and conditions, the Client may request termination of the Contract.

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