

PREAMBLE

STEADYSUN delivers solar/wind production forecasts and analytics through Software-as-a-Service (SaaS) and Software-as-a-Platform (SaaSP) solutions.

Our forecasting technology combines multiple data sources including weather models, satellite imagery, and on-site measurements to provide accurate predictions for operational, commercial, and monitoring applications.

By subscribing to our services, you gain access to proprietary forecasting algorithms and may also utilize additional services offered directly or through our partners.

These General Terms and Conditions govern your use of all STEADYSUN services, including free trials, forecasting data, analytics, and related technical support.

By using our services, you acknowledge that you have:

- Reviewed our technical documentation
- Assessed the suitability of our solutions for your needs
- Obtained the necessary user license to access our platform

1. SCOPE AND ACCEPTANCE OF THE AGREEMENT

By accepting these Terms of Use, either by (i) checking a box indicating acceptance, (ii) signing a Commercial Proposal or another document referencing these Terms, or (iii) accessing or using the Services in any way, the Client agrees to these Terms and enters into a binding Agreement with STEADYSUN.

If the person accepting these Terms is acting on behalf of a company, third party, or other legal entity, they confirm that they have the necessary authority to bind this entity and its Affiliates to these Terms of Use and that they are an authorized User. In such a case, the term "Client" refers to this entity and its Affiliates. If the person does not have this authority or does not accept these Terms, they must not accept the Terms or use the Services.

Any different terms mentioned in a Client purchase order are not valid unless included in a mutually signed Purchase Order, even if STEADYSUN does not expressly reject them.

2. DEFINITIONS

- **Agreement:** the current service contract established between the Client and STEADYSUN in accordance with Section 1.
- **Account:** a secure online profile, protected by a username and password, which STEADYSUN provides to the Client to access and manage the Services purchased under this Agreement.
- **Subscription:** package subscribed to by the Customer as described within the Sales Proposal.
- **Customer:** legal entity taking up a Subscription in order to access the Services.
- **Services:** services ordered by the Customer from STEADYSUN in SaaS or SaaS P mode.

- **Sales Proposal:** final offer made by STEADYSUN describing the specifications of the Subscription (including the equipment as the case may be).

3. PURPOSE

The purpose of these General Terms and Conditions of Services (CGS) is to set forth the legal conditions under which STEADYSUN undertakes to deliver the Services to the Customer, in return for the payment by the Customer of the price mentioned within the Sales Proposal.

4. CONTRACTUAL DOCUMENTS

The contractual documents ("the Contract") include:

- These General Terms and Conditions of Services including the appendices;
- The Sales Proposal, if any;
- The technical documentation according to the Sales Proposal which has been accepted, if any.

In the event of a contradiction between two documents above of a different rank, the stipulations contained in the document of higher rank will apply in respect of ruling on the existing conflict of interpretation.

Any documents emanating from the Customer (General terms of purchase, correspondence...) are excluded from the contractual documents binding the Parties, unless they were expressly accepted by STEADYSUN beforehand.

5. FREE TRIAL AND FREE SERVICES

If the Client registers for a free trial, STEADYSUN will provide one or more Services to the Client free of charge, in accordance with the terms of this Agreement. The free trial will end on the first of the following dates: (a) the end of the trial period for which the Client has registered, (b) the start date of the Client's paid subscription for the same Service(s), or (c) STEADYSUN's decision to terminate the trial at its discretion. Additional terms specific to the free trial may appear on the registration page, and these terms are considered an integral part of this Agreement and are legally binding.

STEADYSUN may offer Services to the Client for free ("Free Services"), subject to the terms of this Agreement. In the event of a conflict between this section and other parts of the Agreement, this section shall prevail. Free Services may be offered within usage limits specified in the Documentation. If the Client exceeds these limits, they will need to purchase additional resources. STEADYSUN reserves the right to terminate the Client's access to Free Services at its discretion, with or without notice, and will not be held liable for such termination.

It is the Client's responsibility to export their data from the free trial or Free Services before access is interrupted for any reason. If STEADYSUN closes the Client's account, unless required by law, STEADYSUN will provide the Client with a reasonable opportunity to retrieve their data.

Notwithstanding Articles 12.2, 27, and 28, the Services provided during a free trial or as Free Services are offered "as is," without any

warranty, and STEADYSUN is not obligated to provide compensation for these Services. Additionally, in accordance with Article 12.2, the Client is not entitled to support or assistance for the free trial or Free Services.

During the free trial, STEADYSUN data may not be used for commercial purposes, except to assess the quality of the Services and data provided.

6. USERS

The Customer acknowledges and accepts that only its employees are authorized to access the Services in accordance with the conditions stipulated in the Sales proposal signed by the Customer.

All the costs relating to the access to the Service, whether they be the expenses for the equipment, software or access to Internet are the sole responsibility of the Customer. It is solely responsible for ensuring the access to Internet and that its IT equipment functions properly.

7. DESCRIPTION OF THE SERVICES

The access to the Service will be *via* an interface (SaaS mode) or *via* the Customer's server (SaaS mode).

STEADYSUN is subject to an obligation of means towards the Customer, in the supply of the Services. Under these conditions, it undertakes to deploy all the resources necessary for ensuring that the Service operates as well as possible in terms of transit time, production rate and help-desk facilities.

7.1. SaaS mode - Granting of licence

In SaaS mode, STEADYSUN grants to the Customer a personal licence, which is non-exclusive and non-transferable for the use of the Services.

The Customer will refrain from and will not allow its users or third parties:

- to modify, adapt, transform or translate the Solution, except as far as is expressly allowed below;
- to proceed with any of reverse engineering operation of all or part of the Services;
- to compile, decompile or to disassemble all or part of the Services or try to determine by any other manner, the source code of the Solution;
- to modify or create programs developed for all or part of the Services, including correcting possible errors, as only STEADYSUN is authorised to carry out the possible corrections;
- to distribute and/or broadcast copies of all or part of the Services;
- to resell, rent, sub-rent or transfer in any manner whatsoever the Services to a third party.

All the rights which are not expressly granted to the Customer are reserved for STEADYSUN. In particular, STEADYSUN reserves the right to correct any error.

In SaaS mode, STEADYSUN proposes two development categories:

- Major developments: A major version contains functional developments which are liable to substantially modify the User interface.

- Minor developments: The minor versions include new features, developments and improvements to existing features, as well as technical developments and extras. Corrections to non-blocking abnormalities have also been included in the minor versions.

7.2. SaaS mode - Subscription to a remote Service

In SaaS mode, the Customer enjoys a remote Service.

This Subscription is in principle accessible 24 hours a day, 7 days a week, unless there is an interruption, which is either scheduled or not, for maintenance purposes, updating processes or technical interventions, which are liable to cause an interruption to the access to the Service.

Should connection procedures be established between the terminals of the Customer and those of STEADYSUN or its subcontractor (download, transfer of files, recovery of information, FTP, etc.), it will be up to the Customer to check that its IT system is clean and does not contain any viruses likely to damage the STEADYSUN server or that of its subcontractor or any of the terminals of either STEADYSUN or its subcontractor, to put the situation right if necessary, by any means (anti-virus, special services, etc.).

The Customer will not hold STEADYSUN liable in the event of viral contamination which can be shown to have come from the data sent by the Customer. Should this be the case, if the Customer asks STEADYSUN to repair the said data, this repair work will be invoiced by STEADYSUN to the Customer on the basis of a quote provided beforehand.

The Customer is responsible for the password of its users and for opening their Account.

It must also keep all of the means of connection to the Service secret.

It must not display or release its password to anyone whomsoever, by any means whatsoever. It must not write its password nor send it by e-mail with to anyone whomsoever.

In the event of loss or theft of any of the identification details of the Customer, the Customer must inform STEADYSUN as soon as possible which will then cancel them immediately.

New identification details for accessing the Server will then be sent to the Customer. This transmission of the details is included in the amount referred to in the Sales Proposal up to one (1) access per quarter. It is specified that the Customer is entirely responsible for any use of the identification details of the Customer.

8. VALIDATION

The Customer carries out the receipt of the Services; the purpose of this receipt is to check that the Services conform to the documentation of the Services and the information provided by the Customer, with the Customer being obliged to inform STEADYSUN, within three (3) working days as of the effective start of the Services, of any non-conformity which it has identified.

In the absence of such a notification within this time, the receipt will be accepted as of rights. In the event of a non-conformity notified by the Customer during this time, STEADYSUN undertakes to correct the non-conformity and to propose the corrected Services to the Customer for receipt by the Customer under the same terms.

The use for operational (such as putting into production) or commercial purposes of the Services and/or set-up is deemed to be a receipt of these details and is carried out by the Customer which is solely responsible for it. An express or automatic receipt cannot be challenged.

9. SAFEGUARDS - BACK UP

STEADYSUN draws the attention of the Customer to the fact that a back-up system is essential for conserving a record of the data deposited as part of the Services and so that they can be restored if necessary.

As regards the data supplied by the Customer to STEADYSUN, the Customer is responsible for its back-up strategy and for making sure that it is carried out properly.

10. UPDATES

STEADYSUN is under no obligation to improve the Services. Should STEADYSUN improve or modify the Services, the Customer agrees in advance to use the new proposed versions.

11. PERSONAL DATA

The Customer remains in charge of the processing of personal data which it may be required to release to STEADYSUN as part of the use of the Services and in this respect is responsible for completing the necessary formalities with the competent authorities.

The Customer retains full control over its personal databases, it being understood that STEADYSUN will act exclusively as a subcontractor as understood by European regulations on personal data, acting in accordance with the Contract and on the instructions of the Customer.

STEADYSUN agrees to:

- Process personal data only on documented instructions from the Customer
- Implement appropriate technical and organizational security measures
- Assist the Customer in fulfilling obligations concerning data subjects' rights
- Inform the Customer in case of data breach or unlawful access

End Users' Rights: End users of the Customer's system have the right to access, correct, delete or restrict the processing of their data. The Customer is responsible for handling these requests but STEADYSUN will provide assistance if needed.

Transfers outside the EU: If any subcontractor or processor used by STEADYSUN processes data outside the EU, appropriate safeguards (such as Standard Contractual Clauses) are implemented.

See the full [Privacy Policy](#) for more details.

12. OBLIGATIONS OF THE PARTIES

12.1. Obligations of the Customer

The Customer undertakes to provide all the information necessary for the fulfilment, within the deadlines and under the best conditions possible, of the jobs assigned to STEADYSUN under the terms herein.

Similarly, it will provide STEADYSUN with all the documents necessary for the contractual services to be properly fulfilled and this throughout the entire period necessary for the provision of the service referred to in the preamble and set forth in the Sales Proposal.

To enable STEADYSUN to provide access to the Services and to carry out the set up in accordance with the terms of the Contract, the Customer undertakes to carry out the tasks and fulfil the obligations which are incumbent upon it in respect of the Contract and in particular to:

- provide STEADYSUN with information, documents and/or details required by STEADYSUN. This information is listed in the Sales Proposal;
- appoint a contact partner from STEADYSUN who is authorized to take any decision which is necessary for the set up and the use of the Services;
- deploy the resources which are necessary for the fulfilment of the services and this, within times compatible with the services timetable;
- monitor the services by making any necessary observations in writing;
- carry out the necessary back-ups of the data, files, programs and other information to which STEADYSUN may have access as part of the Contract, and this, before they are sent to STEADYSUN;
- in the event of intervention at the Customer's site, to provide STEADYSUN with premises which are adequate for it to perform its services; in this eventuality, the Customer guarantees that the STEADYSUN members of staff will not be exposed to any risk which might bring about a temporary or lasting deterioration in their state of health. Should it be necessary, the Customer will promptly draw up a risk prevention plan in conjunction with the representative of STEADYSUN on the site concerned and will accept any amendment to the Contract which may be required for this purpose;
- carry out the necessary approvals within the contractual periods.

The Customer states that it is in possession of or undertakes to obtain all the rights and authorizations for the details of any nature which it may release to STEADYSUN as part of the Contract and the Customer undertakes to personally attend to any claim or legal proceedings, irrespective of the form or nature, which may be instigated against STEADYSUN and which may concern the details provided by the Customer to STEADYSUN as part of the Contract.

12.2. Obligations of STEADYSUN

Upon receipt of all of the data necessary for its work, STEADYSUN undertakes to provide the Service which meets the needs expressed by the Customer.

STEADYSUN guarantees to the Customer that throughout Contract, the Services will function in accordance with the documents provided with the Services.

13. FINANCIAL TERMS AND CONDITIONS

The price of the services is that which is given in the Sales Proposal. The invoices are issued in euros and are subject to VAT at the current rate.

The Client agrees to pay all monthly or annual Fees in advance before the start of each Service Period (as defined in Article 14) to which these fees apply, unless otherwise specified in the Commercial Proposal, if applicable. Once a Service Period has started, it is due in full, and no prorating will be applied. Any site added during a Service Period will be billed for the entire Service Period. If the Client provides credit card information to Steadysun, they authorize Steadysun to charge this credit card for all Fees as they become due. Otherwise, Steadysun will invoice the Client for all Fees due under this Agreement, and full payment of these Fees, excluding taxes, duties, and other charges, must be made upon receipt of the invoice. If Steadysun agrees to make invoices available electronically through a method provided by the Client, the due date is calculated from the first attempt to deliver the invoice by Steadysun, whether the Client has received it or not.

For hardware, the payment terms are specified in the Commercial Proposal.

Steadysun may modify the applicable Fees according to its pricing schedule or another reasonable assessment, and this may occur up to once per year. The new rate will take effect at the beginning of any Service Period.

The Client will be responsible for all taxes associated with the Services, including withholding taxes, other than those based on Steadysun's net income. Payment must be made by electronic transfer, free of taxes, duties, bank fees, or other charges, to the bank account designated by Steadysun.

Unpaid Fees, which are not subject to a good-faith dispute, will incur late payment penalties equal to three (3) times the legal interest rate in effect, on the amount due between the due date and the actual payment date, plus €40 as a recovery fee. If any amount due by the Client under this Agreement for the Services is overdue by 30 days or more, Steadysun may, without limiting its other rights and remedies, accelerate the Client's payment obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the Services until these amounts have been fully paid. Steadysun will provide the Client with at least 10 days' notice before suspending the Services.

The Client must notify Steadysun in writing of any billing dispute within sixty (60) days after the first invoice on which the disputed amount appears in order to receive any adjustments or credits that may be due.

The Client agrees that the payment of Fees is not conditional on the delivery of any future functionality or feature.

14. TERM AND RENEWAL

This Contract shall take effect on the date when the Customer signs the Sales Proposal or subscribes to the service and shall remain in force for the term agreed upon between the Parties.

Failing this, the term is set at twelve (12) months.

This Agreement will automatically renew for consecutive periods of the same length as the previous Service Period, unless either Party notifies the other of its intention not to renew.

15. MAINTENANCE

The corrective and/or progressive maintenance is described, if necessary, within the Sales Proposal signed by the Customer.

16. CONFIDENTIALITY

The Parties undertake to consider as confidential any commercial, financial, technical or other information, obtained as part of the performance of the Services.

Each Party undertakes not to use for its benefit or for that of a third party and not to disclose to unauthorized third parties confidential information, important information regarding its expertise that the other Party may have released to it or that it may have obtained as part of the performance of the Services, concerned herein.

In this respect, each Party undertakes to take the following back-up measures:

→ to abstain from releasing to third parties in any way whatsoever, all or part of the information which is confidential in nature, even after the expiry or the cancellation of these General Terms and Conditions of Services;

→ to make sure all necessary measures are taken for ensuring that its employees abide by the same obligations.

STEADYSUN may use data which has been made anonymous concerning the supply of the Service and make them public provided that they do not include any item of data which is directly or indirectly nominative (such as exact location, name of the plant, name of the customer).

17. INTELLECTUAL PROPERTY

The data supplied by the Customer as part of this project remain its full and entire property.

Each Party to the Contract guarantees the other Party against any legal claim or action brought in respect of a breach of a right of intellectual or industrial property or know-how which belongs to a third party.

The data may be made anonymous with a view to them being used for statistical or sample purposes.

It is expressly accepted by the Customer that the source code of STEADYSUN and the documents and systems concerning this methodology constitute the know-how of STEADYSUN which has been acquired as a result of its experience. It is recognized by the Customer that this expertise, which is of major financial value, is and remains the property of STEADYSUN.

STEADYSUN retains all the intellectual or industrial property rights over the algorithms of the services which are concerned by this Contract and/or any associated order.

All the rights which are not expressly granted to the Customer are reserved for STEADYSUN.

18. REFERENCES

As part of its advertising, STEADYSUN may mention the name of the Customer as a reference with regard to third parties in particular but not exhaustively, with respect to its customers, prospects customers, suppliers without it being necessary for it to obtain the authorization from the Customer, neither regarding the principle nor the contents of the advertising, which the latter states that it accepts without reserve.

19. TRANSFER

The Customer may neither assign nor transfer to a third party, whether it be under the terms of the law or for another reason, any of the rights which it holds under the terms of this Contract, nor transfer any licence rights which were granted to it under the terms of this document, without the prior written consent of STEADYSUN. Any attempt at assignment or transfer in breach of the aforementioned shall be null and void.

STEADYSUN may freely transfer this Contract, sub-contract or delegate in any other manner its obligations under the terms herein, in whole or part and to any third party, provided that this third party transferee agrees in writing to be bound by the stipulations herein. It is also stipulated, with regard to this delegation or subcontracting of any obligation of STEADYSUN in accordance with the terms of this document that STEADYSUN remains tied to the Customer as regards the fulfilment of its obligations with respect to the Contract.

20. MODIFICATIONS

The technical features mentioned in the publicity and advertising of STEADYSUN are provided only as an indication and do not have any contractual value.

STEADYSUN reserves the right to make any technical changes to the proposed Services, without this affecting their essential features.

21. INDEPENDENCE OF THE PARTIES

STEADYSUN and the Customer are independent contracting parties under the terms of this Contract, which may not be interpreted as creating a relationship based on employment, a partnership, a joint-venture, a relationship of franchiser to franchisee or a money-based relationship, nor as authorizing one of the Parties to make a commitment or to sign a contract which would bind the other Party, except for what is expressly indicated herein. The Parties are not authorized to make statements, or provide guarantees or interpretations or to create any liability on behalf of the other Party.

22. DIVISIBILITY - WAIVER

If one of the stipulations of this Contract, or a part of them, is null and void, with regard to a rule of law or legal provision in force, it will be deemed to be unwritten, but will neither render the Contract nor the clause which is partially concerned, null and void. The Parties will decide upon an alternative agreement for the same purpose and under terms which are compliant with the law.

23. ENTIRETY OF THE CONTRACT

The contractual documents listed within this Contract constitute together the entirety of the agreement between the Parties concerning the Services and replace all the proposals (except for the Sales Proposal) or prior or current contracts, whether they be verbal or written, and all former or current releases of information between the Parties, concerning the purpose of this Contract.

This Contract may only be amended or modified by a written document signed by the two Parties.

24. NON CANVASSING OF STAFF

Each Party undertakes not to approach, hire or have the staff of the other Party work for it in any way, unless the Parties mutually agree to do so, and this irrespective of the function or the qualification of the member of staff, and even if the approach were to come from the member of staff. This clause shall apply throughout the entire term of the Contract and shall be extended for twenty-four (24) months as of its expiry. Should either of the Parties not honour this commitment, it will undertake upon simple request to compensate the other Party by paying it an allowance equal to the total gross remuneration paid to this member of staff during the 12 months preceding his departure.

25. FORCE MAJEURE

Save for payment obligations, none of the Parties shall be responsible in the event of delay or breach in the fulfilment of the terms of this document, if this breach occurs, directly or indirectly, as a result of circumstances which are beyond the reasonable control of the Party concerned, these cases being cases of force majeure. The performance will be deferred until the cause of the delay disappears, provided that the Party which suffers the delay informs the other Part of the occurrence of this case of force majeure. Should it be the case that this situation persists for more than one month, either of the Parties may terminate the Contract as of rights with immediate effect.

26. NOTIFICATIONS

Notifications must be made in writing and given in person, by letter, fax or e-mail. Notifications given by fax are regarded as being received when the electronic acknowledgement of transmission effected by the recipient concerned, is issued. Notifications given by letter or in person must be sent to the address of the Party concerned specified at the beginning of this Contract or to any other address indicated in writing by the Party concerned.

27. GUARANTEES

This limited guarantee does not apply to the problems resulting (i) from a case of force majeure (ii) by the Customer not complying with this Contract, (iii) from any use by the Customer of the Services which is not compliant with the documentation or the other instructions provided by STEADYSUN to the Customer, (iv) from any unauthorized use of the Services, (v) from the hardware, software and equipment of the Customer or of any third party, (vi) from errors

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made by the Customer when entering, analysing and declaring data, or (vii) from an interruption to the service following scheduled maintenance carried out by or for STEADYSUN.

All the updates or new versions provided to the Customer under the terms herein will be guaranteed under the same terms as the Services. Unless expressly exempted in this Contract, the Services of STEADYSUN are provided as is and STEADYSUN shall not provide any other guarantee. Without any restriction to the aforementioned, STEADYSUN cannot guarantee that the Services will be uninterrupted or free from errors.

For the camera, the guarantee is for one (1) year. For all the other equipment, the guarantee is that provided by the "manufacturer".

28. LIABILITY

STEADYSUN makes every effort to provide the Customer with the most reliable and qualitative information that there is.

However, STEADYSUN does not guarantee the accuracy and the exhaustiveness of the information distributed via the Service.

STEADYSUN may not be held liable for any damage, of whatever nature, resulting from the Service being unavailable.

STEADYSUN may therefore not be held liable for direct or indirect damage, suffered by the Customer or by third parties who may find that such damage has been caused by the information distributed on the site, and in a more general way, in the consultation and the use of the Service.

STEADYSUN may, under no circumstances, be held liable for any loss or any damage of whatever nature resulting from the interpretation and/or the use of the data.

The Customer expressly agrees that losses in profits, loss of customers, operating losses, losses of data, variations in stock exchange rates, harm caused to its image or any legal action taken against the Customer by a third party does not entitle the Customer to seek compensation.

Within the limit of what is allowed by the applicable law, the total responsibility for STEADYSUN in accordance with this Contract or in whatever conjunction with it, shall not exceed the sum of the Fees exclusive of VAT paid by the Customer to STEADYSUN during the six (6) months preceding the claim incurring the liability of STEADYSUN. The Parties expressly recognize that this limitation of liability, negotiated between the Parties, and accepted by the Parties, constitutes a balanced distribution of the risks resulting from the Contract between them.

The Customer recognizes that the choice of a subscription to a SaaS Service may in no case constitute an intrusion in an I.T. system.

29. LANGUAGES

The original version of the General Terms and Conditions of Services has been drafted in French. Thus, the French version will be considered as the official version between the Parties, and even though, at the request of the Customer, they have also been written in English.

In the event of a dispute between the Parties concerning these General Terms and Conditions of Services, the French version will prevail over the English version.

In the same way, in the event of it being necessary to draft these General Terms and Conditions of Services in languages other than those referred to above, it is agreed that only the French version shall apply between the Parties.

30. APPLICABLE LAW

This Contract is subject to French law.

31. MANAGEMENT OF DISAGREEMENTS

31.1. Amicable settlement between the parties

In order to find an amicable solution to any disagreement which might occur between them at the time of the performance of this Contract, the Parties agree to meet and to each appoint someone from within their organisations who is empowered to make decisions, in order to find a solution to the disagreement.

These two people must meet, on the initiative of the first Party to act, within a period of eight (8) days, as of the notification from the other Party requesting the holding of a conciliation meeting.

The agenda will be set by the Party initiating the conciliation meeting and may be amended then adopted definitively by both sides as of the first meeting.

The minutes concerning the decisions taken by mutual agreement will be drawn up within fifteen (15) days as of the date when the meeting was held and will have a contractual value.

31.2. Assignment of jurisdiction

IN THE ABSENCE OF AN AMICABLE AGREEMENT WHICH WILL BE SOUGHT AS A PRIORITY, ANY DIFFICULTY RELATING TO THE APPLICATION OF THIS CONTRACT WILL BE BROUGHT BEFORE THE COMMERCIAL COURT OF LYON, TO WHICH THE PARTIES ASSIGN TERRITORIAL JURISDICTION, WHATEVER THE PLACE OF PERFORMANCE OF THE SERVICES OR THE RESIDENCE OF THE DEFENDANT.

CONSEQUENTLY, THIS COURT WILL BE SOLELY COMPETENT TO RULE ON THE DISPUTE, NOTWITHSTANDING MULTIPLE RESPONDENTS OR THIRD PARTY APPEALS AND THIS IRRESPECTIVE OF THE PROCEEDINGS TO BE INITIATED: EMERGENCY PROCEEDINGS, PROTECTIVE PROCEEDINGS, SUMMARY PROCEEDINGS OR ON REQUEST WITHOUT THIS LIST BEING REGARDED AS EXHAUSTIVE.

32. ELECTION OF ADDRESS FOR SERVICE

The Parties each elect their registered office as address for service. Any modification must be notified by registered letter with acknowledgment of receipt to the other Party in order for it to be enforceable on it.