GENERAL TERMS AND CONDITIONS OF SERVICE

These General Terms and Conditions of Service («GTCS») apply between JRI-TMI, a French limited company (société anonyme simplifiée) with a share capital of €1000, registered as a company in Pontoise under RCS number 995 172 525, located at 16 rue Louis Rameau, 95 870 BEZONS, France, email: info.jri-tmi@group-mms.com, tel.: 04 99 52 67 10 (price of a local call from a landline in France); VAT number: FR80 995 172 525; professional indemnity insurance no. AU895851 («JRI-TMI») and any company having bought one or more measurement systems from JRI-TMI («Product»), using a software solution associated to the Product allowing to collect, record and utilize the data measured by the Product («Software»), and requiring that specific repair or maintenance services be carried out on the Product («Customer»), either by an existing maintenance contract made with JRI-TMI, or by a specific order issued outside a maintenance contract («Services»). JRI-TMI and the Customer are designated in the following, individually by the «Party» or collectively by the «Parties».

1. GENERAL

All offers made by JRI-TMI are subject to these GTCS, which replace any terms and conditions previously distributed and which are applicable from September 15, 2024. By placing an order, the Customer is deemed to have fully and unreservedly accepted these GTCS. Unless formally accepted in writing by the Seller, no special terms and conditions will prevail over these GTCS.

The Contract (whether it is the contract relating to a Service outside the maintenance contract consisting of the quote and these GTCS or the maintenance contract consisting of the letter relating to the specific maintenance conditions, the appendices relating to the scope of services, the maintenance price, the GTCS and the Product loan form) is formed upon electronic signature by the Customer of the documents commu-nicated by JRI-TMI

Failure to exercise at any particular time any of the rights acknowledged in these GTCS will not operate as an express or implied waiver of the right to do so in the future.

2. CONTENT OF SERVICES

2.1 Products object of the Services

Unless otherwise agreed by the Parties in the quotation, the services carried out by JRI-TMI exclusively include the Product electronic parts and metrology, as well as the Product configuration and calibration files.

2.2 Services

Whether these are services included in a current maintenance contract taken out by the Customer or those outside the current maintenance contract which are the subject of a specific quote, JRI-TMI offers the following Services:

2.2.1 Preventive maintenance service

TMI-ORION offers a preventive maintenance service for its Products, the details of which are specified in the quotation.

On completion of the preventive maintenance service, JRI-TMI will provide the Customer with a maintenance report and, where applicable, with one or more certificates confirming the preventive operations carried out.

2.2.2 Corrective maintenance service

Any corrective work undertaken by JRI-TMI will be carried out solely at the Customer's prior express request following the signing of the quotation sent by JRI-TMI or receipt of an order.

In the event of a Product breakdown and/or fault, the corrective measure will be to repair the Product.

At the end of the service, JRI-TMI shall provide the Customer with a maintenance report, and if any, a certificate of the preventive operations carried out.

At the end of the service, the Product will benefit from a three (3) months warranty in the conditions, limits and exclusions mentioned in the Article 9 of JRI-TMI General Terms and Conditions of Sales agreed to by the Customer upon purchasing the Product.

In the event that the Product is not repairable, JRI-TMI will transmit a quotation to the Customer for the replacement of the Product.

2.3 Services related to a current maintenance contract

2.3.1 Included services

In addition to the Services detailled in article 2.2 above, the Customer benefits of an assistance service.
In the context of the normal use of the Product, the Customer is entitled to contact the phone and email assistance service in the following conditions:
From Monday to Friday, on working days, from 9:00 to 12:00 and 14:00 to 17:00. Phone: +33 (0)4 99 52 67 15
email: sav.jri-tmi@group-mms.com

(ii) *Excluded services, components, and deliverables*
Unless otherwise agreed by the Parties in the quote, the following are expressly excluded from the scope of the Services :
- all components and/or deliverables of the Product other than those covered by the maintenance contract, including the mechanical components of the Product, the battery pack and other consumables, and the carrying case, which maintenance, replacement, and/or repair are the responsibility of the Customer.
- all services other than those expressly referred to in Articles 2.2 and 2.3.1, including, but not limited to, those related to:

a) the correction of malfunctions and/or breakdowns affecting any of the components and/or deliverables of the Products excluded from the scope of the Services, such as a defect and/or fault, and/or breakage affecting the mechanical part of the Product;
b) the correction of malfunctions and/or breakdowns caused by abnormal use of the Product, or by modifications made by the Customer to the Product. For information: abnormal use of the Product includes any action and/or attempt to dismantle the Product, as well as any use that does not comply with its intended purpose, or the use of unsuitable battery packs;
c) failure to comply with the specifications, procedures, instructions, and various warnings contained in the Documentation and/or communicated by JRI-TMI
d) the adaptation and evolution of the Product to the Customer's needs;
e) updating the Product, new versions of the Product, or bringing the Product into compliance with applicable standards and regulations;
f) backing up Data, and/or reconstructing Data files in the event of destruction, whether intentional or accidental;
g) training the Customer in the use of the Product;
h) on-site interventions at the Client's premises, and/or travel of JRI-TMI to perform the Services.

The provision by JRI-TMI of services other than those specified in the current maintenance contract is subject to the preparation and acceptance of an additional quote by the Parties, and will therefore be invoiced separately and independently of the price of the Services as specified in Article 6.1.2.

2.3.2 JRI-TMI makes available to the Customer a Software in the conditions and limits fixed in the Article 6 of the JRI-TMI General Terms and Conditions of Sale, which the Customer declares to have read and accepted when purchasing the Products.To this end, JRI-TMI provides the Customer with assistance that can be contacted in accordance with the terms and conditions set out in the above Article 2.3.1.

This assistance is offered under the following cumula-tive conditions and limitations:

- This support is limited to three years following the release of the Software covered by the support request; beyond this period, the Customer can no longer benefit from support and must purchase the current, up-to-date version of the Software.
- The Customer must have either the latest version of Windows or the previous version (for example: support request in March 2025: assistance if the Customer has Windows 11—the current version from Microsoft—or Windows 10; but no support for Windows 7 and 8).

The scope and other exclusions under this assistance are specified in the appendices relating to the scope of services.

3. SERVICE CONDITIONS

3.1. JRI-TMI actions

All Services are carried out on JRI-TMI's premises and under its responsibility.

JRI-TMI will ensure that, from the moment that they are received and until the moment they leave its premises, all Products handed over by the Customer are looked after properly.

JRI-TMI will take all necessary measures to en-sure that Products are kept under close watch and loo-ked after while the Service is being carried out and will afford all Products at least the same level of protection and care as it gives to its own possessions.

JRI-TMI is therefore released from its duty to look after the Products concerned when they leave its premises.

3.2. Product handover

3.2.1 With a view to enabling a Service to be carried out and unless otherwise agreed by the Parties, the Customer will inform JRI-TMI of the approximate date of handover of the Product.

3.2.2 The Product must be delivered by the Customer exclusively to JRI-TMI site during its opening hours, i.e. Monday to Friday, on working days, between 9am and 12pm and between 2pm and 5pm.

3.2.3 When the Product is sent by the Customer, all costs, such as postal charges, carrier costs, taxes and customs duties, and all risks associated with transportation and/or shipping of the Product, will be borne by the Customer.
When the serviced Product is shipped by JRI-TMI the shipping costs are included in the quotation, the risks associated with transportation and/or shipping of the Product are borne by JRI-TMI while taxes and customs duties are payable by the Customer.

3.3. Data

The Customer is the sole owner of the Data.

The Customer authorises JRI-TMI to access, extract, copy, display, save, retain and use Data for statistical purposes and/or to improve its Products.

This authorisation is granted free of charge and on an exclusive, worldwide and non-transferable basis for the duration of the Contract.

3.4 Subcontracting

JRI-TMI remains free to call on any third party of its choice to carry out all or some of the Services and, in particular, services relating to metrology accreditation. JRI-TMI will in all cases remain fully liable to the Customer for the performance of the Services under the Contract.

3.5 Loan of replacement product for customers with a current maintenance contract

During the performance of a Service on a Product covered by a current maintenance contract and if specified in the contract, JRI-TMI shall provide the Customer with a similar and/or equivalent product on loan for use, in accordance with Articles 1875 and 1879 of the Civil Code, so that the Customer's business is not interrupted. This product is loaned under the conditions described in Article 14 below.

3.6 Duration and termination of the contract

3.6.1 Maintenance contract

The maintenance contract shall take effect from the date of the Customer's electronic signature for the term specified in the Contract and shall be renewed by tacit agreement for successive periods of the same duration as the initial period specified in the quote, unless terminated by either Party at least three (3) months before the end of the term by registered letter with acknowledgment of receipt, or by the sending of a new quotation to the Customer by JRI-TMI It is expressly agreed that tacit renewal gives rise to a new contract whose content is identical to the previous one.

3.6.2 Contract for a service not covered by a maintenance contract

The Contract relating to a Service not covered by a maintenance contract shall take effect from the date of electronic signature by the Customer of the documents sent by JRI-TMI for the time necessary to perform the Service.

3.6.3 Provisions common to all contracts

(i) If either Party fails to perform any of its obligations within the stipulated time limits, if any, the other Party may, without prejudice to its other rights, send the defaulting Party a formal notice letter, by registered mail with acknowledgment of receipt, stating the nature of the breach or non-performance and informing it of its intention to terminate the contract if the breach or non-performance is not remedied. If such breach or non-performance is not remedied within THIRTY (30) days of receipt of this formal notice letter, the contract may be terminated immediately, by registered letter with acknowledgment of receipt, at the sole initiative of the Party that sent this formal notice letter.

(ii) The contract may be terminated in accordance with the same formalities as in the previous paragraph in the event of failure to perform, within the agreed time limits where applicable, any of the following obligations: the conditions for the performance of the Services as referred to in Articles 2 and 3, the Customer's obligations referred to in Article 5, and payment for the Services by the Customer under the conditions referred to in Article 6.

(iii) This Agreement may be terminated automatically, by registered letter with acknowledgment of receipt, without prior notice, in any of the following cases:

a) in the event that the breach cannot be remedied by the debtor, in particular due to a permanent impediment to the performance of its obligation;

b) in the event of a breach of the confidentiality obligation provided for in Article 7 ;
c) in the event of repeated failures to comply with any of the obligations referred to in Article 3.6.3 (i), having already given rise to the implementation of the procedure under the same article ;
d) in the event of a force majeure event, as refered to in Article 11. In all cases of termination for fault, the Party affected by the wrongful termination shall be entitled to compensation for the damage suffered.

(iv) By mutual agreement between the Parties, in the event of imperfect performance of this Agreement, no action for price reduction may be brought by the victim of the non-performance. The Parties expressly and mutually waive the provisions of Article 1223 of the French Civil Code (Code Civil).

(v) Where the early termination of the contract is due to one of the Client's breaches or failures to perform the contract [within the meaning of Article 3.6.3 (i) or (ii) or (iii)] or where such early termination has been decided unilaterally by the Client without any serious breach on the part of JRI-TMI being duly and objectively justified and precisely stated in the termination letter sent by the Customer, the Customer shall be liable, without further notice, for payment of the total amount: either the remaining payments due until the end of the current maintenance contract in the case of Services under that contract, or the price of the Service in the absence of a current maintenance contract, in addition to damages, unpaid sums that JRI-TMI could claim before any court of its choice.

4. JRI-TMI'S OBLIGATIONS

4.1 JRI-TMI will take all necessary care and precaution in carrying out the Services, and will assign staff with the necessary skills and expertise to perform the obligations in question.

4.2 When carrying out a Service, JRI-TMI will, where applicable, inform the Customer about the condition of the Product in terms of wear and tear and will provide any useful advice for routine maintenance and correct operation of the Product.

JRI-TMI will inform the Customer, insofar as it is aware of them, about any changes in legal and regulatory requirements and constraints and about the checks applicable to the Customer's Products, whether mandatory or recommended.

5.CUSTOMER'S OBLIGATIONS

5.1 The Customer alone is responsible for ensuring that the Product is compliant with the legal, regulatory and sectoral rules and regulations applicable to its area of activity and business.

The Customer will therefore pass on any relevant information to JRI-TMI so that the Product can be adapted, maintained and serviced in accordance with the provisions applicable to the Product.

At the time the quotation is drawn up, the Customer alone is responsible for determining how frequently each Service will be carried out and for ensuring that each Service is performed according to the defined schedule.

JRI-TMI does not monitor the frequency of a Service and will not send any notification to remind the Customer that a Service needs to be carried out.

JRI-TMI cannot be held liable if the Customer fails to comply with its obligations under this section 5.1.

5.2 The Customer will provide JRI-TMI with all necessary information and documentation and with any assistance reasonably required to enable it to perform the Services under satisfactory conditions.

5.3 The Customer agrees that JRI-TMI alone will carry out Services on the Product, and is therefore prohibited from entrusting identical and/or similar services to third parties and from carrying out the services itself.

6. FINANCIAL TERMS

6.1. Price for Services

6.1.1 Services not covered by current maintenance contract

In return for the Services carried out, JRI-TMI will receive the price set out in the quotation. Depending on changes in the Client's requests, the Services may require additional work. An amendment or a quote will then be proposed by JRI-TMI

6.1.2. Services covered by a current maintenance contract

(i) In return for the Services carried out, TMI-ORION will receive the price set out in the quotation.

(ii) Unless specific agreement mentioned in the ARC (Acknowledgement of order receipt), this flat fee will be automatically revised annually on the anniversary date of the maintenance contract signed by the Customer, based on changes in the INSEE index: Labor Cost Index - Hourly Cost - Manufacturing Industry (NAF rev. 2 section C) - Base 100 in 2020. https://www.insee.fr/fr/statistiques/serie/010762004#Tableau

Using the following formula: P1= P0 x (S1/S0),
in which :

- P1 is the revised price;
- P0 is the original contractual price or the last revised price;
- S0 is the INSEE index for year n-1 in April;
- S1 is the INSEE index for year n in April;

The value and date of the original index are specified in the estimate. In the event that the revision index disappears and no agreement is reached on a new index, the new index must be chosen so that it is as close as possible to the disappeared index and respects the spirit that the parties intended to define when establishing this revision clause. If the revision index is negative, the revision index for the previous year shall be applied. If this is the second year of the contract, the parties shall apply the index in force on the date the contract was signed.

Delay or failure to appear of JRI-TMI for the application of the fee revision does not constitute a waiver on its part of the application of this clause for payments both due and payable.
This automatic adjustment is capped at an annual increase of 5%.

(iii) In addition to the automatic review provided for in Article 6.1.2 (ii) above, JRI-TMI may revise the flat fee each year, on the anniversary date of the contract, due in particular to increases in the purchase costs of parts and components of the Product, the exchange rate between JRI-TMI suppliers' currency and the Euro.The fee changes will then be communicated in writing to the Customer within THREE (3) months prior to each annual anniversary date. If the Customer does not wish to accept the said fee changes, they will be free to terminate the contract under the conditions set out in Article 3.6.3.(iii).

6.2 Terms of payment

6.2.1 Unless otherwise agreed, the sums owed by the Customer must be paid within THIRTY (30) days of the issue date of the invoice for the Services and, specifically for Services under maintenance contracts, according to the frequency specified in the quote.

6.2.2 Payment can be made by cheque or bank transfer at the Customer's choice.

If any sum owed under the Contract is not paid in whole or in part on its due date, late payment interest will be charged at a rate equal to THREE (3) times the legal interest rate, in accordance with Article L. 441-10 of the French Commercial Code (Code du commerce). If the Customer is late in making payment, it will be automatically liable to pay JRI-TMI a fixed compensation of FORTY (40) euros for recovery costs. Where the recovery costs incurred by JRI-TMI are greater than the amount of this fixed compensation, JRI-TMI reserves the right to ask the Customer for additional compensation provided that it substantiates this request.

7. CONFIDENTIALITY

The Parties agree that they will not disclose Confidential Information or allow Confidential Information to be disclosed, directly or indirectly, in whole or in part, to any third party whatsoever, except where such disclosure is necessary for the performance of the Contract. The Parties will take all necessary and reasonable precautions to prevent disclosure or unauthorised use of Confidential Information by their staff, employees and professionals working on their behalf, by imposing the same confidentiality obligation on them.

The Parties will guarantee that their staff, employees and professionals working on their behalf and Network members, comply with this obligation under the conditions set out in Article 1204 of the French Civil Code (Code civil).
This confidentiality obligation will remain in force for as long as the Confidential Information remains outside of the public domain.

8. LIABILITY

8.1 The Customer expressly declares that it is aware of the characteristics, uncertainties and technical limitations inherent in metrology devices and that these may lead to impaired measurement performance over time.

Given that it has a best endeavours obligation with respect to the Services to be carried out, JRI-TMI limits its liability solely to cases where it is directly and exclusively at fault and where this can be demonstrated by the Customer.

8.2 Any repairs to be undertaken by JRI-TMI are in all cases limited to direct tangible damage caused to the Customer. Under no circumstances will JRI-TMI be required to compensate the Customer for consequential and/or indirect damage, whether foreseeable or not, such as operating losses, loss of turnover, loss of profits, loss of opportunity, commercial harm, loss of earnings and/or reputational harm.

8.3 JRI-TMI's aggregate liability, excluding personal injury and/or gross negligence, is limited to the amount of:

- the fixed sum invoiced by JRI-TMI in return for the Services carried out for the contract year in which the damage occurred in the case of a Product under a maintenance contract;
- the price of the Service that is the subject of the damage dispute in the case of a Product that is not under a maintenance contract.

9. INSURANCE

Each Party will take out a professional indemnity insurance policy covering all activities and obligations arising from the Contract.

Each Party will ensure that this policy remains valid for the entire duration of the Contract and will provide proof thereof at the other Party's request. This proof will be in the form of a certificate issued by the insurance company, listing the covers taken out, the sums insured and their period of validity.

If this insurance policy is amended, suspended, terminated or cancelled by either of the Parties for any reason, the other Party must be informed as soon as possible.

10. LAW / JURISDICTION

JRI-TMI and the Customer agree to refer any dispute of any kind in relation to the application, interpretation or performance of these general terms and conditions of service, and more generally in relation to the performance or cessation of their commercial relations, to the Tribunal de Commerce de Montpellier (Montpellier Commercial Court). French law alone will apply in the event of a dispute. The original French version of this document will prevail over any other translation hereof.

ARTICLE 11 - FORCE MAJEURE

11.1 Any events beyond the control of the Parties, unforeseeable and irresistible within the meaning of Article 1218 of the French Civil Code (Code civil), shall be considered as grounds for suspension of the contract and exemption from liability if they occur after its conclusion and prevent its performance, in whole or in part. By agreement between the Parties, the following events shall also be considered as force majeure, even if the conditions of independence of the parties' will, unpredictability, and irresistibility provided for in Article 1218 of the Civil Code are not met, in whole or in part: JRI-TMI staff strikes, fire, natural disasters, climatic events (heat waves, frost), requisitioning, embargoes, currency transfer bans, insur-rection, lack of means of transport, acts of terrorism, epi-demics or pandemics, measures taken by any authority (particularly administrative or judicial) aimed at reducing, suspending, or stopping activity, or resulting in a partial or total reduction, suspension, or cessation of activity.

11.2 The Party prevented by an event of force majeure shall (i) inform the other Party as soon as possible by any means and (ii) send written confirmation by registered letter with acknowledgment of receipt within FIFTEEN (15) calendar days from the date of the onset of the event, pro-viding all detailed information about the event and its fore-seeable consequences. In the event of a force majeure event as defined in this article, the performance of the obligations of the prevented Party shall be suspended, with the exception of the Parties' payment obligations.

11.3 If the impediment lasts for more than NINETY (90) consecutive working days from the occurrence of the force majeure event, either Party may terminate the Contract automatically and without compensation under the condi-tions set out in Article 3.6.3.(iii).

ARTICLE 12 – UNFORESEEN CIRCUMSTANCES

In the event of changes in economic circumstances, such as an increase or decrease of more than 5% in the price of parts and components of the Product or in the exchange rate between the currencies of JRI-TMI's suppliers and the euro, and more generally in the event of exceptional circums-tances that significantly affect the economics of the contract (ongoing maintenance contract or contract related to the order of a Service outside of a maintenance contract) such that the application of the initially agreed price would seriously prejudice one of the parties, the Customer and JRI-TMI undertake to renegotiate the financial terms of the contract in a spirit of collaboration in order to take into account these upward or downward fluctuations and to distribute them fairly between them. To this end, the party experiencing one of the aforementioned economic disruptions shall inform the other party in writing, specifying the reasons for wishing to renegotiate the price and making a price proposal that takes the event into account. Within eight (8) days of sending this letter, the Customer and JRI-TMI undertake to meet (in per-son, by telephone, or by videoconference) to renegotiate the contractual prices. Within eight (8) days of this meeting, and no later than twenty (20) days after the initial letter, the party receiving the request shall issue a reasonable counterpro-posal in writing or provide reasons for its refusal. During this renegotiation period, which may not exceed 30 days from the date the initial request is sent, the contract will continue under the initial terms and conditions. If no agreement is reached at the end of this renegotiation period, the contract will be ter-minated without compensation after a 30-day notice period during which the initial terms and conditions will continue to apply.

ARTICLE 13 – PERSONAL DATA

During the term of the Agreement, each Party may collect and process personal data belonging to the employees, directors, officers, subcontractors, or other service providers of the other Party. Each of the Parties shall then be responsible for processing the data collected. The Parties undertake, in this regard, with regard to the collection and/or processing and communication of personal data, to comply with the applicable regulations in this area, in particular Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Law No. 78-17 of January 6, 1978 on data processing, files, and freedoms. The personal data referred to in this article shall be processed in accordance with each Party's data privacy policy regarding personal data.

ARTICLE 14 – LOAN OF A PRODUCT TO A CUSTOMER BENEFICIARY OF A CURRENT MAINTENANCE CONTRACT

14.1 JRI-TMI shall deliver a loan product to the Customer within FIVE (5) business days of receiving the Customer's request for a Service for a Product under a current maintenance contract, at the Customer's site as identified in the quote.

The latter will be identified on the delivery note by its serial number. The Customer then undertakes to return the loan form included in the maintenance contract, duly completed and signed, to JRI-TMI in writing, along with their Product for the Service to be performed, within FIVE (5) working days of receiving the loan product.

14.2 The loan is granted under the following conditions, which the Customer shall be required to fulfill, under penalty of damages and immediate termination of the loan:

a) The Customer undertakes not to use the loaned product for any purpose other than to replace their Product.
b) The Customer shall refrain from entrusting the Product to any third party, as this loan is granted to them on a personal basis;
c) The Customer shall take possession of the loaned product in its condition at the time of taking possession, without recourse against JRI-TMI for any reason whatsoever, and in particular for poor condition and apparent or hidden defects;
d) The Customer undertakes to take all necessary measures to ensure the supervision and preservation of the loaned product, granting it at least the same degree of protection and care that they would grant to their own possessions; the Customer undertakes to use the loaned product personally;
e) The Customer may not entrust it to an agent and must only use it for the purpose defined above; the Customer remains permanently liable for any expenses it may incur for the use and maintenance of the loaned product during its use;
f) The Customer shall not be liable for any compensation for wear and tear on the loaned product resulting from normal use and through no fault of their own. However, in the event that the value of the loaned product is reduced as a result of an accident or other cause, even through no fault of the Customer, the Customer shall compensate JRI-TMI for this reduction in value. The value of the loaned item shall be equal to the current sale price of said product according to the JRI-TMI general terms and conditions.

14.3 The Parties expressly agree that all costs, risks, and dangers associated with the transport and/or delivery of a loan product shall be borne by the Party initiating the shipment.

14.4 The loan is granted for the duration of the Service. Consequently, the Customer undertakes to return the loa-ned product to JRI-TMI at the JRI-TMI site within FIVE (5) working days of receiving their Product following its return by JRI-TMI at the end of the Service. The return of the loaned item by the Customer shall be carried out under the conditions set out in Article 3.2.1. In the event of late return of the loaned item, the Customer shall be automatically liable to JRI-TMI for a compen-sation equal to the daily rental rate for the loaned product per day of delay until JRI-TMI receives it on the JRI-TMI site. The daily rental rate for a loaned product is set in accordance with JRI-TMI's price list in effect on the day of the loan. In the absence of restitution in kind, the Customer shall compensate JRI-TMI for the value of the loaned product not returned, which is equal to the current sale price of said product according to the general terms and conditions of JRI-TMI

ARTICLE 15 – EVIDENCE AGREEMENT

For the purposes of accepting the Contract, the Customer acknowledges and agrees:

a) that the Contract concluded electronically has, between the Parties, the same probative value as a handwritten signature on paper and confers a definite date upon it;
b) that the computerized records stored in JRI-TMI's computer systems will be kept under reasonable security conditions and considered as proof of communications between the Parties. Contractual documents are archived on a reliable and durable medium that can be produced as evidence.
c) not to contest the admissibility, enforceability, or probative value of the elements of the signed electronic contract on the basis of their electronic nature.