GENERAL TERMS AND CONDITIONS

Effective Date: 25 May 2018

STRUCTURE OF KEYMETRICS GENERAL TERMS AND CONDITIONS

PART I. OVERVIEW

1. WELCOME

1.1 Welcome to the KEYMETRICS Websites.

1.2 Before accessing or using our Websites, please read these General Terms and Conditions carefully as they affect your legal rights.

2. PURPOSES

2.1 The Content of the pages of these Websites is for your general information.
The information provided and the opinions expressed in these Websites represent the views of the authors and contributors.

2.2 These General Terms and Conditions include :
- An "Overview" part for general information.
- A "Terms of Use" part for all the use or browsing on KEYMETRICS Websites and all pages derivate from it.
- A "PM2 Plus Terms of Service" part for all the use of a free PM2 Plus plan or the purchase of a paying PM2 Plus plan.
- A "Legal warranties" part for legal information.

The headings used in these General Terms and Conditions, are included for convenience only and will not limit or otherwise affect these Terms.

3. ACCEPTANCE

3.1 Throughout our Websites, the terms « us », or « we », refer to KEYMETRICS as the owner of the Websites, and the term « you » refers to all the user(s) or viewer(s) of our Websites, including without limitation users who are browsers, customers, and/or contributors of Content.

3.2 If you continue to browse and use our Websites, you are agreeing to comply with the following General Terms and Conditions, which together with our Privacy Policy, govern as a whole KEYMETRICS' dealing with you in relation to our Websites.

3.3 If you do not agree to be bound by these follows General Terms and Conditions, you should stop using our Websites or Services immediately.

4. ABOUT US

4.1 KEYMETRICS is a French SAS company incorporated under the laws of France, having its office in Paris at 3, rue de Montyon 75009, FRANCE.

KEYMETRICS is a 100% owned subsidiary of KEYMETRICS Inc., having its office at 1407 Broadway, 24th floor, New York, NY 10018, UNITED STATES.

5. KEYMETRICS ACTIVITY

5.1 KEYMETRICS develops a Node.js monitoring tool for server infrastructure using an open source Node.js process manager: ProcessManager2 (PM2).
As a software-as-a-service dashboard, KEYMETRICS connects directly to one or multiple PM2 instances and lets you get performance metrics for your PM2-managed applications when your application crash or when you're running out of computing resources.

5.2 KEYMETRICS offers three versions of PM2:

   a) PM2 Runtime : *Node.js Production Process Management*

   PM2 Runtime is a free open-source software, which is governed by the AGPLv3.0 license (the "AGPL3 License"). Any use of PM2 by the users shall be governed, and subject to the Terms and Conditions of the AGPL3 License.

   b) PM2 Plus : *Advanced Process Management & Monitoring*

   PM2 Plus is a complete SaaS software giving the most advanced Node.js monitoring solution, which is subject to these following Terms of Service included in our General Terms and Conditions.

   c) PM2 Enterprise : *Personalized Process Management & Monitoring with Node.js, Software, Audits & Trainings*

   PM2 Enterprise is a custom personalized SaaS software offering the deepest insights and best practices to monitoring at an Enterprise Level, whose conditions are subject of drafting personalized quotes and agreements with KEYMETRICS Team Sales, meeting the needs of customers.

6. KEYMETRICS WEBSITES

6.1 These Websites (https://keymetrics.io , https://app.pm2.io and https://pm2.io) are all operated by KEYMETRICS.

6.2 These General Terms and Conditions apply to all pages derived from the Websites operated by KEYMETRICS in particular concerning PM2 Plus. Any features of tools, which are added to the current software, shall also be subject to the General Terms and Conditions.

7. DEFINITIONS

7.1 -"**User**" means any person who is using or browsing on KEYMETRICS Websites, acting in accordance with our Terms of Use.

7.2 -"**Customer**" means any natural or legal person who created an account on KEYMETRICS Websites and benefitting from a free plan or a paying plan of PM2 Plus, acting in accordance with our PM2 Plus Terms of Service.

7.3 -"**Order**" means any order passed by a registered user(s) and customer(s) on our sites, in order to benefit from a Product or a Service offered by KEYMETRICS.

7.4 -"**Software**" means PM2 Plus programs, processes and rules relating to the functioning of a set of data processing elements, which are included in KEYMETRICS platform.

7.5 -"**Content**" means material, including but not limited to Software, text, graphics and images KEYMETRICS may own and which is protected by intellectual property laws.

7.6 -"**KEYMETRICS Platform**" means the Internet platform made available by KEYMETRICS as supplier, which can be accessed by user(s) and customer(s) to use the Services as set out in these General Terms and Conditions.

7.7 -"**Services**" means all the services offered to user(s) and customer(s) by KEYMETRICS through its Websites.

7.8 -"**Products**" means all the products offered to user(s) and customer(s) by KEYMETRICS through its Websites including KEYMETRICS lead products: PM2 Runtime, PM2 Plus and PM2 Enterprise.

7.9 -"**GDPR**" refers to The General Data Protection Regulation (EU) 2016/679 ("of the European Parliament and of the Council of 27 April 2016), replacing the EU Data Protection Directive 95/46/CE and superseding the laws of individual Member States. Its purpose is to protect the rights and freedoms of "natural persons with regard to the processing of personal data and on the free movement of such data".

PART II. TERMS OF USE

8. UPDATE

8.1 KEYMETRICS may change or modify these General Terms and Conditions at any time and in our sole discretion. Unless we make a change for legal or administrative reasons, we will provide notice of such changes, such as sending notification, posting a notice on our Websites, or updating the last updated date above.

8.2 If you continue to use our Websites, you will confirm your acceptance of the revised Terms. We encourage you to frequently review the terms to ensure you understand the General Terms and Conditions that apply to your use of our Websites.

9. CONSENT

9.1 The access to our Websites is open to all legal persons or physical majors enjoying their full personalities and legal capacities.

9.2 KEYMETRICS offers those Websites, including all information, tools and services available from these sites to you conditioned upon your acceptance of all terms, conditions, policies and notices stated here referenced herein and/or available by hyperlink.

9.3 By visiting, using our Websites and/or subscribing to PM2 Plus, you agree to these General Terms and Conditions, and you represent and warrant that you are at least the age of majority in your state or province of residence or that you have given us your consent to allow any of your minor dependents to use our Websites.

10.   PRIVACY POLICY

10.1 The use of our Websites, Services and Software is also governed by our Privacy Policy. We invite you to read our Privacy Policy Statement seriously, as its terms affect your legal rights in compliance of the General Data Protection Regulation.

11.   WEB LOGS

11.1 When a user visits the home page of the Websites, the visit will be counted and included in the total number of visits to the Websites for our own statistical purpose. This information does not identify you as an individual. No Personal Data will be collected.

12.   COOKIES

12.1 Our Websites use cookies, which are small pieces of data or a text file downloaded and stored in your computer. Cookies are gather information about the user's use of our Websites or enable our Websites to recognize the user as an existing customer when he returns to our Websites later. The reading of the text composed of letters and numbers with our processes let us to uniquely identify your computer for internal navigation and programming purposes only. We will not collect any Personal Data from you under this circumstance.

12.2 By agreeing to accept our use of cookies, you give us your consent to place, store, and access some or all the cookies downloaded on your computer.

12.3 You have the choice to not accept the cookies, but if you do, certain functionality

may not be available. If you have already accepted the cookies, you can opt out from the use of cookies at any time by clicking on "Cookie Settings" at the bottom of our Websites home page.

13.   RIGHTS OF USERS

13.1 In the compliance of the new European legislation regarding the protection of Personal Data, you have the rights to:
   a) Be informed by us at any time in order to provide you transparent information about our data processing;
   b) Have access to your data at any time;
   c) Rectify your incomplete or inaccurate data;
   d) Request us to erase or delete your data;
   e) Object to or Restrict our processing with your Personal Data;
   f) Re-use your data for other services with the data portability;
   g) Be protected from automated decision-making process.

13.2 If you need more information about our whole processing with your Personal Data, we invite you to read our Privacy Policy Statement and get our Personal Data Collection Statement.

14.   PROHIBITED USE

14.1 In addition to other prohibitions as set forth in the General Terms and Conditions, you are prohibited from using our Websites or their Content for any of the following purposes:

   a) For any unlawful, obscene or immoral purpose;
   b) To solicit others to perform or participate in any unlawful, obscene or immoral acts;
   c) To violate any international, federal, provincial or state regulations, rules, laws or local ordinances;
   d) In any way which causes, or may cause, damage to our Websites or interferes with any other person's use or enjoyment of our Websites;
   e) In any way which is harmful, illegal, abusive, harassing, defaming, stalking, slandering, disparaging, intimidating, threatening, discriminating on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
   f) To submit false or misleading information;
   g) To upload or transmit any worms or viruses or any code of a destructive nature that will or may be used in any way that will affect the functionality or operation of the Services or if any related website, other websites, or the Internet;
   h) To collect or track the personal information of others;
   i) To spam, phish, pharm, pretext, spider, crawl, or scrape;
   j) To interfere with or circumvent the security features of the Service or any

related website, other websites, or the Internet;

k) To make, transmit or store electronic copies of Content protected by copyright without the permission of the owner;

l) To infringe upon or violate our intellectual property rights or the intellectual property rights of others;

m) To reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contract on the Websites through which the service is provided, without express written permission by us.

14.2 A breach or violation of any of the Terms will result in an immediate termination of your use and access to our Websites.

15.   VIOLATION OF GENERAL TERMS AND CONDITIONS

15.1 In case of non-compliance with our General Terms and Conditions, we reserve the right to suspend or permanently delete the account(s) created by the offending registered User.

15.2 If we delete an account for breach of the duties and obligations set forth in our General Terms and Conditions, it will be strictly forbidden for the offending User to re-register on our Websites directly without our express and prior permission.

15.3 The deletion of the account(s) entails the definitive loss of all the benefits and services acquired by our Websites. However, any order made and charged by KEYMETRICS before deletion of the account will be executed under normal conditions.

15.4 We also reserve the right to refuse the access and the use of our Websites, including information, tools and services to anyone for any reason at any time.

PART III. PM2 PLUS TERMS OF SERVICE

16.   PM2 PLUS LICENSE

16.1 The access to the License is made upon registration which allows any user to become a customer. All customers are granted a nonexclusive license to use the Software – on a free plan or a paying plan -, subject to these General Terms and Conditions.

17.   INTELLECTUAL PROPERTY

17.1 All proprietary and intellectual property of the Software is owned by KEYMETRICS, including the source code. Original property belonging to KEYMETRICS is protected by Intellectual Property Rights, including PM2 Plus Software documentary deliverables and tools derived from it.

17.2 In any event, KEYMETRICS will retain ownership of all resources, knowledge, techniques, tools, methods or know-how used in connection with and/or in order to provide the services in accordance with these General Terms and Conditions.

17.3 Any failure on the part of customer to comply with Intellectual Property & Ownership clause may cause it to incur liability and entitle KEYMETRICS to damages.

18.   REGISTRATION

18.1 In order to proceed with registration of PM2 Plus use, you must create an account and complete all required fields, otherwise, the registration cannot be completed and satisfied. We invite you to refer to the 19. DATA COLLECTION below to get more information about the registration data.

18.2 Each registered customer has an account with an identifier and a password and is responsible for maintaining the confidentiality of its information. In any way, KEYMETRICS will never be held responsible for the identity theft or loss of a User. If a User suspects a fraud, he must notify us as soon as possible so that we can take the necessary measures and help to regularize the situation if possible.

18.3   The registration gives the access to:
   a) A paying plan including the monitoring of the number of processes chosen during the registration process.
   b) A free plan including the monitoring of 4 (four) processes with limited functionality specified in the pricing page on PM2 Plus. No support is provided for the free plan and the features are not guaranteed either.

18.4 Any abuse of PM2 Plus free accounts will result in an immediate deletion of the account(s). If our team detect or notice that customers created several free accounts in order to avoiding to pay a paying account, we reserve the right to delete all the duplicate accounts at our sole discretion.

19.   DATA COLLECTION

19.1 In order to provide you the various services and features of PM2 Plus you request from us, we may collect your Personal Data – that is subject to the General Data Protection Regulation (EU) 2016/679 - including but not limited to name, e-mail address, telephone number, Internet Protocol (IP) address and credit card number with expiration date.
You are not obliged to supply the Data, but if you do not, the services and features may not be available.

19.2 When you register you understand that your data as name, e-mail address, telephone number or IP address (not including credit card information), may be transferred unencrypted and involve:

a) Transmissions over various networks, and;
b) Changes to conform and adapt to technical requirements of connecting networks or devices.

19.3 To access to the paying plan of PM2 Plus, your credit card details will be required. The bank data collected, which is encrypted during the whole transfer over network, will not be stored on KEYMETRICS servers but relied on a Data Processor. KEYMETRICS uses Stripe for PM2 Premium subscriptions payment because Stripes enables us to accept payments securely on web and create charges server-side in more than 100 currencies.

To get more information about the processing of your Personal Data with Stripe please refer to 23. TERMS OF PAYMENT and to our Privacy Policy Statement and Personal Data Collection Statement.

20.   DISCLOSURE

20.1 We will take all practicable steps to keep your Personal Data confidential. We aim to ensure continuous protection of your Personal Data that fits industry and legal standards for confidentiality and security.

20.2 Unless expressly stated in this statement or with your prior consent, Personal Data collected from you will not be disclosed to any third party other than the named parties listed in our Personal Data Collection Statement.

21.   CONFIDENTIALITY

21.1 In the respect of the 19. DATA COLLECTION, your Personal Data, however stored, will be accessed only by our employees or contractors are authorized to do and under a duty of confidentiality to us.

21.2 Such authorized persons designated to handle Personal Data will be instructed to do so only in accordance with this Statement, and subject to our Privacy Policy Statement and Personal Data Collection Statement.

22.   SUBSCRIPTION TO SERVICES

a) Trial

22.1 A customer has temporarily full access to the paying Software without any charge for fourteen (14) calendar days. This trial starts on the day of the subscription of a monthly or yearly paying plan for which the customer provides its personal bank details in order to process to a registration of PM2 Plus paying version. The 14-day trial ends on the 15th from the date of subscription of the paying plan.

22.2 During these 14 (fourteen) days trial period, the customer may use its right of withdrawal by notifying us at support@keymetrics.io its desires to terminate the trial and to not subscribe to a monthly or yearly paying plan. After the end of the trial of 14 (fourteen) days trial, the customer will be charged for the monthly or yearly paying plan chosen during the subscription, unless the customer downgrades to the free and limited version of PM2 Plus.

b) Account of billing

22.3 We reserve the right to refuse any subscription you place with us. We may, in our sole discretion, limit or cancel subscriptions per person, per household or per subscription. These restrictions may include subscriptions placed by or under the same customer account, the same credit card, and/or subscriptions that use the same billing and/or shipping address.

22.4 In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

22.5 You agree to provide with consent and in the respect of the General Data Protection Regulation (GDPR) (EU) 2016/679, current, complete and accurate purchase and account information for all your servers. You agree to update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

23.   TERMS OF PAYMENT

a) Fees amount

23.1 Fees for using the service(s) are based on how many processes you will use with the Software, as indicated during the registration process. Customers can change the number of processes at any time, and the overall fees will be adjusted accordingly.

23.2 If requested, KEYMETRICS can provide additional premium support or services related to Software customization or enhancement, or anything related to the Node.js technology (collectively, "Premium Support") at KEYMETRICS. The pricing of the Premium Support shall be determined and personalized according to the Customer needs. To get more information, contact our Sales team at sales@keymetrics.io

b) Modifications fees amount

23.3 Subscription fees for our Software are subject to change without notice, unless your current subscription was already made before the modification or was subject to any kind of negotiation with the Sales team.

c) Timing of payment

23.4 There is no charge for the subscription of a free PM2 Plus plan.

23.5 Customer, using a free plan may choose to upgrade for a PM2 Plus paying version at any time by clicking on *"Upgrade"* in the Bucket Plan page. In this case, subscriptions fees for PM2 Plus paying version shall be paid at any time that means during or after the registration process. Once the user select to Upgrade, he may register a paying plan and provide at that time his bank details. The customer then will be charged after a <u>14-days period of trial.</u>

d) Delivery time

23.6 As soon as the payment is made, we deliver the Products and Services purchased immediately, unless the purchase is about specific Products/Services for which the delivery time has to be determined with the customer(s) and the Sales team.

e) Discount

23.7 Our customers can benefit from a discount on their yearly subscription payment of our Products and Services on the amount indicated on <u>the pricing page</u>. We reserve the right to not apply the discount for any reason, at any time.

f) Renewals

23.8 The renewal is automatically made without any action on your part. You have no request to continue to benefit from the service you have subscribed for, on a monthly or yearly basis. For example, if you subscribe on July 15th and provide for a monthly renewal, your plan will be renewed every 15th of the month following. If you subscribe on July 15th, 2018 and provide for a yearly renewal, it will be renewed on July 15th, 2019 for the following year.

g) Cancellations

23.9 You can cancel your plan by logging into your account, and reporting it to the "Settings Bucket" and in "Billing plans" section in the Bucket Plan page, by clicking *"Downgrade"* to get the free plan. Note that you must realize the cancellation before the anniversary date of your subscription. Example: If you subscribe on July 15th 2018, you can cancel until August 14th 2018 for a monthly basis plan, and until July 14th 2019 for a yearly basis plan.

23.10 If you chose to cancel your subscription but you do after it renews for a subsequent month (on a monthly basis) or year (in a yearly basis), you will be charged for the next month/year's subscription fees.

23.11 If you cancel your subscription, the cancellation will become effective at the end of the then-current monthly/yearly subscription period.

h) Refunds

23.12 We do not provide refunds or prorated billing for mid-month or mid-year canceled subscriptions. In such circumstance, you will continue to have access to your subscription until the end of the monthly or yearly billing cycle.

23.13 However, if there is a change of offer from yearly plan to another, we offer a credit note of the unused time that comes to discount the pricing of the new yearly plan subscription.

i) Payment failure

23.14 Because payments failure may be due to incorrect card number or expiration date, insufficient funds, or even due to security system, we use and allow Stripe to communicate us the nature of the failure in order to fix the problem. If the payment failure is about incorrect information, we may ask you to update your card information. If the payment failure is about a denied access by a security system, we may ask you to authorize the payment. In doing so, Strip will attempt again to charge you to make the payment.

23.15 In the event of repeated and unsuccessful attempts to payment (due to insufficient funds, or fraudulent and high-risk payment), we may put an immediate end to your access to our services. To get more information, please refer to Stripe's Terms of Payment.

24. THIRD PARTIES

a) Optional tools

24.1 We may provide you with access to third party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

24.2 Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

24.3 In the future, we may also offer new services and/or features through our Website(s) (including, the release of new tools and resources). Such new features

and/or services shall also be subject to these General Terms and Conditions.

b) Tech Tools and hosting

24.4 In compliance with the regulations in force, we strive to be as transparent as possible with our users and customers regarding the tech tools and hosting we use as following:
- Github: for repository system for source codes;
- Zenhub: for problem management on Github;
- Standup: for Slackbot to manage standup meetings;
- Sendgrid: for transactional email system;
- Compose: for database in SaaS mode;
- Online.net: for server hosting;
- AWS: for DNS + onsite test;
- Scaleway: for cloud vps;
- Docker Hub: for rivate docker image repository;
- Packagecloud.io: for hosting the pm2 package for rpm / deb distributions;
- Netlify: for static website hosting;
- GCP: for on-site test;
- Alibaba cloud: for on-site test;
- OVH: SaaS hosting;
- Codecov: for code coverage report;
- Npmjs: for npm package hosting;
- Vatlayer: for API to recover VAT for a specific country and validate the intracom identifier.

c) Third Party links

24.5 Certain content, products and services available via our Service may include materials from third parties. Third-party links on our Websites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

24.6 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

25.   ERRORS, INACCURACIES AND OMISSIONS

25.1 There may be information on our Websites or in the Service that contains

typographical errors, inaccuracies or omissions that may relate to the software description, pricing, promotions and/or offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel subscriptions if any information in the Service or on any related website is inaccurate at any time without prior notice.

In the event you have submitted your order before the correction, modification or update we do, you can contact our Sales team at sales@keymetrics.io.

25.2 All products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use. You expressly agree that your use of, or inability to use, the Service is at your sole risk. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free neither that the results that may be obtained from the use of the service will be accurate or reliable. In the event the service is unavailable for indefinite periods, we will do our best to fix the problem as soon as possible.

25.3 In no case shall KEYMETRICS, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for:

   a) any injury, loss, claim that is not reasonably foreseeable, or
   b) any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including lost profits, lost revenue, lost savings, loss of data, replacement costs, or
   c) any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, or any errors or omissions in any content, or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

25.4 Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

PART IV. LEGAL WARRANTIES

26.   ENTIRE AGREEMENT

26.1 The failure of us to exercise of enforce any right or provision of these General Terms and Conditions shall not constitute a waiver of such right or provision.

26.2 These General Terms and Conditions and any policies or operating rules posted by us on our Websites or in respect to the Service, constitutes the entire agreement and understanding between you and us, and govern your use of our Websites and their Content (including Software PM2 Plus and all features tools derived from Software), except for Products and Services based on the drafting of personalized

agreements between Us and our Customers.

27. SEVERABILITY

27.1 In the event that any provision of these General Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law.

27.2 The unenforceable portion shall be deemed to be severed from these General Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

28. TERMINATION

28.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these General Terms and Conditions including ownership provisions, warranty disclaimers, indemnification and limitations of liability.

28.2 These General Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these General Terms and Conditions at any time by notifying us that you no longer use your account, our Service, or when you cease using our Websites.

29. INDEMNIFICATION

29.1 You agree to indemnify, defend and hold harmless KEYMETRICS and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these General Terms and Conditions, or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

30. ACCURACY, COMPLETENESS AND TIMELINES OF INFORMATION

30.1 We are not responsible if information made available on our Websites is not accurate, complete or current. The material on our Websites is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on our Websites is at your own risk.

30.2 Our Websites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the

right to modify the content of our Websites at any time and it is your responsibility to monitor changes to our Websites.

31. LITIGATION

31.1 Any dispute arising out of or in connection with the interpretation or performance of these General Terms and Conditions should be brought and submitted to the exclusive competence of the Paris Commercial Court.

32. GOVERNING LAW

32.1 The validity, interpretation and performance of these General Terms and Conditions in relation with our Privacy Policy shall be governed and construed in accordance and in all respects by French law, without regard to the principles of conflicts of law.

33. FEEDBACK AND CONTACT INFORMATION

33.1 Any feedback you send to KEYMETRICS, and that is taken into account, shall be non-proprietary.

a) If you have any feedback, question or request about our General Terms and Conditions, you can contact us at contact@keymetrics.io

b) If you have any general feedback, question or request, you can contact us at support@keymetrics.io

c) If you have any feedback, question or request about a technical problem, you can contact us at tech@keymetrics.io

d) If you have any question about our processing on your Personal Data or Violation privacy, you can contact us at privacy@keymetrics.io or security@keymetrics.io

e) If you have any question or request about the purchasing of PM2 Plus and PM2 Enterprise, you can contact us at sales@keymetrics.io or @pm2.io

The Keymetrics Team