TELELOGOS SaaS General Terms and Conditions ("SAAS GTC")

1. DEFINITIONS

"CUSTOMER" refers to the legal entity that has subscribed to the SaaS Services directly with TELELOGOS.

"Change" refers to the modification of a Software component to apply patches, make changes or add new functionality.

"TC" refers to the technical contact designated by the Customer on the SAAS Agreement in accordance with the provisions of Article 7.1 below.

"**Malfunction**" refers to a fault, an anomaly or a non-conformity in relation to the technical documents for the Software; the Malfunction is (i) "**Critical**" when it makes it impossible to use a Software function and there is no alternative workaround solution, (ii) "**Major**" when the Malfunction makes it impossible to use a Software function but it may be worked around using a palliative solution, and (iii) "**Minor**" when it does not impede use of the Software.

"**Upgrade**" refers to a change to the Software, integrating the development of a new function or new service, the support of a new environment, a new interface, a new configuration and/or a performance improvement.

"Right of Use" has the meaning assigned to it in Article 3 below.

"Term of Agreement" means the duration of the Agreement as specified in the SAAS Agreement in accordance with the provisions of Article 7 below.

"Software" means a set of elements as defined and listed in Annex 1 of the SAAS Agreement, which is entirely developed, edited and hosted by a shared server by TELELOGOS.

 "Annual Fee" has the meaning assigned to it in Article 5 below.

"SaaS" refers to the commercial offer proposed and provided by TELELOGOS including (i) a Right of Use, and (ii) the SaaS Services, described in Annex 1 of the SAAS Agreement and in the SAAS GTC.

 "SaaS Services" means the services which the CUSTOMER benefits from under the Agreement, provided by TELELOGOS in accordance with this document.

"**Player/Device**" means the computer and/or other computer equipment used by the CUSTOMER for the processing of his or her data and on which he or she may use the Right of Use.

 "Patch Version" is a new version of the Software that encompasses several Patch solutions.

"**Currently-for-sale version**" refers to the latest version published.

 "**Major Version**" is a new version of the Software that provides substantial upgrades.

"**Major Version**" is a new version of the Software that provides enhancements to a Major Version in terms of new features and patches.

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2. SUBJECT – CONTRACTUAL FRAMEWORK

The purpose of these terms and conditions is to define the terms and conditions under which TELELOGOS grants, directly to the CUSTOMER, who accepts, the non-exclusive and non-transferable right to access and use the Software in SaaS mode and to benefit from the SaaS Services, within the framework of his or her professional activity (the "**SAAS GTC**").

Any agreement concluded with TELELOGOS includes the present SAAS GTC, which is added to the specific conditions defined in the SAAS Agreement, according to the negotiations conducted with the CUSTOMER, and accepted by the latter. In the event of changes to the specific terms and conditions set out in the SAAS Agreement and/or renewal of the Agreement, the Parties will sign an addendum specifying such changes (the **"SAAS Agreement Addendum"**). All of these elements form a contractual whole applicable to the existing commercial relationship between TELELOGOS and the CUSTOMER (hereinafter the "**Agreement**").

THE CUSTOMER, AFTER REVIEWING THE POTENTIAL, PURPOSE AND FUNCTIONALITY OF THE SAAS, AND HAVING CONSIDERED WHETHER TO USE IT, HAS DECIDED TO SUBSCRIBE TO THE SAAS.

THE CUSTOMER DECLARES THAT IT HAS READ THE SAAS AGREEMENT TERMS, THE SAAS GTC AND THE TERMS OF THE PERSONAL DATA PROCESSING POLICY BEFORE ENTERING INTO A CONTRACT WITH TELELOGOS, AND HAS THEREFORE PREVIOUSLY ACCEPTED THEM WITHOUT CAVEAT. THE CUSTOMER THEREFORE WAIVES THE RIGHT TO RELY ON ANY CONTRADICTORY DOCUMENT, IN PARTICULAR ITS OWN GENERAL TERMS AND CONDITIONS, WHICH SHALL NOT BE ENFORCEABLE AGAINST TELELOGOS IN THE CONTEXT OF THE PERFORMANCE OF THE AGREEMENT.

THE CUSTOMER RECOGNIZES AND DECLARES (i) HAVING RECEIVED ALL NECESSARY AND DETERMINING INFORMATION FOR ITS CONSENT BEFORE ENTERING INTO A CONTRACT WITH TELELOGOS, (ii) TO BE SURE OF THE SUITABILITY OF ITS SOFTWARE NEEDS AND ITS USE IN SAAS MODE, (iii) HAVE THE ABILITY TO USE THE SOFTWARE IN AN AUTONOMOUS MANNER AND IN ACCORDANCE WITH THE TERMS OF THIS AND THE TECHNICAL DOCUMENTATION RELATING TO THE SOFTWARE, AND (IV) HAVE SUFFICIENT INTERNET ACCESS TO BENEFIT FROM THE SAAS MODE.

3. SCOPE OF RIGHT OF ACCESS AND USE OF THE SAAS

3.1 General Conditions

The CUSTOMER has the temporary right to access and use the SaaS for its operational needs, excluding any other use, under the terms and conditions and for the duration specified in the Agreement (the "**Right of Use**").

The Right of Use is temporary, personal, non-transferable and non-exclusive and is limited to the tasks required to use the SaaS in accordance with its contractual purpose.

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The CUSTOMER must use the SaaS in accordance with the provisions of this agreement and the conditions of use and operation described in the technical documentation available on the TELELOGOS Website.

TELELOGOS reserves the right to suspend the SaaS for a CUSTOMER at any time in order to prevent damage, liability, sanctions or for any other similar valid reason in the event of unlawful conduct by the CUSTOMER or non-compliance by the CUSTOMER with any provision of the Agreement.

The CUSTOMER shall be informed of such suspension of the SaaS and its underlying reason. The notification shall specify whether the suspension is temporary or permanent.

THE RIGHT OF USE MADE AVAILABLE TO THE CUSTOMER SHALL NOT IN ANY WAY RESULT IN THE TRANSFER OF INTELLECTUAL PROPERTY TO THE CUSTOMER. CONSEQUENTLY, THE CUSTOMER SHALL REFRAIN FROM ANY ACTION THAT MAY DIRECTLY OR INDIRECTLY INFRINGE TELELOGOS' INTELLECTUAL PROPERTY RIGHTS IN RESPECT OF THE SAAS AND THE SOFTWARE.

3.2 Installing the Software

The Software does not require any installation other than the prerequisites on the CUSTOMER's devices; it being specified that the future enhancement of the Software may require changes to these materials.

3.3 Running the Software

The Software is used in accordance with its technical documentation and is available at the server Internet addresses provided by TELELOGOS at the time of subscription to the SaaS; it being specified that these server Internet addresses may change at any time.

Daily data backups are performed on the server so that they can be restored in the event of an incident.

THE CUSTOMER IS INFORMED THAT A COMPUTER SOFTWARE IS NEVER FREE OF DEFECTS. CONSEQUENTLY, IT IS ESSENTIAL FOR THE CUSTOMER TO REGULARLY BACK UP ITS DATA IN ACCORDANCE WITH THE GENERALLY ACCEPTED RULES OF CAUTION.

The Customer is responsible for ensuring the proper use of the Software. In particular, it shall ensure that the hardware and software configuration always comply with that indicated in the prerequisites provided. The Customer shall establish sufficient functional controls and implement appropriate operating and safety procedures.

3.4 Software Upgrades

TELELOGOS enhances the Software at a functional and technical level. TELELOGOS is the sole decision maker regarding such enhancements.

TELELOGOS shall inform the CUSTOMER by any available means of the date of installation of any enhancements and, where applicable, any updates that need to be made to the configuration and technical environment.

4. AGREEMENT DURATION

The Agreement takes effect on the date the SAAS Agreement is signed for the Agreement Period defined in the SAAS Agreement.

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Three (3) months before the expiration of the Agreement, TELELOGOS shall notify the CUSTOMER of the expiration of the Agreement and propose the conditions for a renewal of the Agreement. In the event that the CUSTOMER wishes to continue the Agreement when it expires under the renewal conditions proposed by TELELOGOS, the Parties shall conclude an Addendum to the SAAS Agreement.

5. FEES AND PAYMENT TERMS

Under the Agreement, the CUSTOMER is liable for an annual fee, payable on the date the SAAS Agreement is entered into, and on each anniversary date of the Agreement for the duration of the Agreement (the "**Annual Fee**"). The Annual Fee may be increased by any fees due by the CUSTOMER under the subscription framework to TELELOGOS for services other than SaaS Services, such as a commissioning service and support.

The amount of the Annual Fee is determined in the SAAS Agreement and/or in the SAAS Agreement Addendum.

TELELOGOS issues invoices at term in arrears. The invoices are drawn up excluding applicable taxes and contributions and are payable, net and without discount, within a maximum of thirty (30) days from the date of issue of the invoice.

In the event of late payment of an invoice by the CUSTOMER, i.e. after the date of payment indicated on the invoice, late payment penalties calculated at the rate of three times the applicable legal interest rate of the amount including tax indicated on the invoice, will automatically be charged by TELELOGOS, as of right, without prior formal notice.

In case of payment defaults not settled within a period of thirty (30) days from the date of exceeding the payment date mentioned on the invoice, TELELOGOS reserves the right to:

- − temporarily suspend the Right of Use and access to SaaS Services until full payment is made; or
- − terminate the Agreement under the terms of Article 14 below.

In such a case, all the expenses for suspension and/or interruption of the Agreement shall be, if necessary, borne by the CUSTOMER.

Any late payment also entails the payment of a lump sum indemnity for recovery costs equal, at the date hereof, to forty (40) euros.

6. TELELOGOS' OBLIGATIONS

6.1 Provision of the Right of Use

Subject to the payment of the Annual Fees, TELELOGOS undertakes to provide the CUSTOMER with a Software right of use. As such, TELELOGOS shall communicate to the TC, at the latest five (5) working days from the conclusion of the SAAS Agreement, the information necessary for the use by the CUSTOMER of the Right of Use, namely:

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- the Internet address to access the SaaS and download additional technical elements such as the Software technical documentation;
- organization identifier; and
- the TC's access codes for initial connection to the SaaS.

TELELOGOS reserves the right to suspend the Right of Use at any time in order to prevent damage, liability, sanctions or for any other similar valid reason in the event of unlawful conduct by the CUSTOMER or non-compliance of the latter with any provision of the Agreement and/or technical documentation. In such a case, TELELOGOS shall inform the CUSTOMER of any suspension of his or her Right(s) of Use and the underlying reason, and shall also indicate whether the suspension is temporary or permanent.

6.2 Software Update

In accordance with the provisions of Article L.122-6-1 of the Intellectual property code, TELELOGOS reserves the exclusive right to correct any errors identified relating to the Software.

TELELOGOS enhances the Software at a functional and technical level at its own convenience and sole discretion.

TELELOGOS shall inform the TC, as soon as possible, by any means, of the date of installation of any Software enhancements and, where applicable, any updates that need to be made to the configuration and technical environment.

6.3 SaaS Service Provision

Under the terms of the Agreement and subject to the payment of the Annual Fee by the CUSTOMER, TELELOGOS undertakes to provide the CUSTOMER, for the duration of the Agreement, with the SaaS Services below.

IT IS SPECIFIED THAT SUBSCRIPTION TO THE SAAS MODE DOES NOT COVER ANY ADDITIONAL SERVICES OTHER THAN THOSE DESCRIBED BELOW.

FOR EXAMPLE, ANY TRAINING OR CONSULTING SERVICES RECOMMENDED BY TELELOGOS OR REQUESTED DIRECTLY BY THE CUSTOMER WILL BE THE SUBJECT OF A SEPARATE AGREEMENT BETWEEN THE CUSTOMER AND TELELOGOS.

6.3.1 Hosting service

During the entire Agreement term, TELELOGOS undertakes to:

- ensure the hosting and storage of the SaaS and all the data, files and information collected, processed and used by the CUSTOMER via the SaaS;
- preserve the completeness, security and confidentiality of such data, files and information; and
- accordingly take all technical and organizational measures to prevent any access to or fraudulent use of such data, files and information, and to prevent any loss, damage, alteration or destruction of such data, files and information.

6.3.2 Maintenance Service

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During the entire Agreement term, the CUSTOMER shall benefit from the supply and installation of:

- patches to correct any malfunctions, defects or non-conformities in the Software; and

- new corrective updates and enhancements, as well as all new versions of the Software.

It is specified that in order to be repaired, a Software malfunction must be reproducible, which implies the following:

- the occurrence of an incident; and

- the possibility for TELELOGOS to reproduce it.

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L.122-6-1 OF THE INTELLECTUAL PROPERTY CODE, TELELOGOS RESERVES THE EXCLUSIVE RIGHT TO CORRECT ANY ERRORS IDENTIFIED RELATING TO THE SOFTWARE.

6.3.3 Assistance service

During the entire Agreement term, TELELOGOS undertakes to provide the CUSTOMER with an assistance and support service relating to the use of the SaaS under the conditions defined below.

To this end, the CUSTOMER shall designate a member of its staff as the Technical Contact (TC), who shall be in charge of managing and administering the access and use rights of SaaS and will monitor the relationship with TELELOGOS.

The TC is designated in the SAAS Agreement which specifies all the TC's contact details. In the event that the CUSTOMER wishes to designate a new TC, the latter shall send TELELOGOS an Addendum to the SAAS Agreement.

The TC is also responsible for creating and managing the CUSTOMER's user accounts.

TELELOGOS provides the CUSTOMER with access to a Service Center to register support requests receive a ticket number. The first call to the Service Center for assistance, made exclusively by the TC, is identified by a "ticket number" assigned by TELELOGOS. All calls concerning the same support request are identified using the same ticket number.

The Service Center is open on weekdays from Monday to Thursday from 9:00 am to 6:00 pm and on Fridays from 9:00 am to 5:00 pm (GMT+2).

The Service Center can be contacted:

- By email: support@telelogos.com

- By Phone at: +33 (0)2 41 22 70 18

TELELOGOS reserves the right to modify these schedules and/or contact details, and shall inform the CUSTOMER of such modifications by any means available.

TELELOGOS undertakes to make every effort to implement the following actions as quickly as possible:

Actions	Maximum processing time

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– Handle a request for assistance	Eight (8) hours from opening the support ticket
– Provide a satisfactory answer	Sixteen (16) hours from opening the support ticket
– Process a request relating to an Upgrade	Thirty (30) hours from opening the support ticket

THE NUMBER OF CALLS TO THE SERVICE CENTER IS NOT LIMITED DURING THE ENTIRE PERIOD THAT THE CUSTOMER BENEFITS FROM THE SUPPORT SERVICE, IT BEING SPECIFIED THAT THE CUSTOMER UNDERTAKES TO CONTACT THE SERVICE CENTER IN A REASONABLE AND INFORMED MANNER.

7. CUSTOMER OBLIGATIONS:

7.1 Designation of a TC

For the purposes of the performance of the Agreement, the CUSTOMER undertakes throughout the duration of the Agreement, to designate a TC in charge of the relationship with TELELOGOS under the conditions mentioned above.

7.2 Cooperation between the Parties

The CUSTOMER undertakes to collaborate with TELELOGOS and to keep TELELOGOS informed, as soon as possible, of any difficulty encountered in the context of Software use.

The CUSTOMER undertakes in particular to:

- refer to the technical documentation before making any request or call to the Service Center;
- make available to TELELOGOS any necessary information requested by TELELOGOS in connection with the provision of the SaaS Services; and
- facilitate access by TELELOGOS staff to all of its facilities as necessary and to ensure free access by TELELOGOS staff to the premises and any relevant contacts.

The CUSTOMER shall immediately inform TELELOGOS of any counterfeiting, parasitism or unfair competition, or any other illegal practice likely to harm the intellectual property rights of TELELOGOS that may come to its attention in the Software.

7.3 Other Customer obligations

The CUSTOMER is responsible for ensuring the proper use of the Software. In particular, it shall ensure that the hardware and software configuration always comply with that indicated in the prerequisites provided.

The CUSTOMER shall establish sufficient functional controls and implement appropriate operating and safety procedures.

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8. MANAGING CHANGES

8.1 Managing Customer requests

8.1.1 Changes to the storage volume of files on the server

TELELOGOS processes requests to modify the storage volume on the server, as requested by the TC, within a time period of two (2) to five (5) business days.

8.2.2 Players/Devices

The CUSTOMER is responsible for choosing its players/Devices in accordance with the technical hardware, software and network recommendations described in the technical prerequisites communicated by TELELOGOS upon request.

TELELOGOS processes the TC's requests to add player(s)/devices according to the findings of the impact study on the technical components delivering the service and within a time period of two (2) to five (5) business days.

8.3 Managing changes imposed by TELELOGOS

TELELOGOS shall inform the TC, by any means, of the date and nature of the Change (patch, modification, new functionality).

In the event of a major Change resulting in a change of use or that requires testing and shutdown/rebooting of the player/Device, the CUSTOMER shall be informed within a period of three (3) weeks before the Change is made.

In the event of a Change, upon request by the CUSTOMER it is possible to organist a training session or demonstration on the server or a test server in order to allow the CUSTOMER to perform user testing of its own players/Devices.

8.4 Managing incidents
8.4.1   Unavailability of the SaaS

TELELOGOS shall restore service within eight (8) business hours of detection of an incident, Monday to Thursday from 9:00 am to 6:00 pm, and Friday from 9:00 am to 5:00 pm (GMT+2).

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8.4.2 Software Malfunction

Malfunctions detected by the CUSTOMER shall be transmitted without delay to TELELOGOS by the TC.

TELELOGOS undertakes to make every effort to deploy the necessary means to fix the Malfunction as quickly as possible, and in particular:

Nature of the malfunction found by the CUSTOMER	Maximum time for a response from opening the support ticket	Maximum time for a work around from opening the support ticket	Maximum time for a resolution from opening the support ticket
Critical	2 hours	10 hours	5 working days
Major	4 hours	3 working days	15 working days
Minor			Effort to integrate it into the next Major or Minor Version

In particular:

− in the event of a Critical Malfunction: a diagnosis and development plan for a Patch will be carried out within the aforementioned deadlines, and will be communicated to the CUSTOMER. A Patch will then be made available; then incorporated into the next Patch, Major or Minor Version of the Software;

− in the event of a Major Malfunction: a diagnosis will be carried out within the aforementioned deadlines, and all necessary means will be used to propose a palliative solution when needed. A Software patch will then be developed by TELELOGOS and made available as a stand-alone Patch or included in a new Patch, Major or Minor version of the Software; and

− in the event of a Minor Malfunction: if possible, a Patch will be integrated in the next new Major or Minor version of the Software.

TELELOGOS will inform the CUSTOMER, by any means, as soon as a Patch, or a new Major, Minor or Patch Version of the Software becomes available, and will communicate all information needed to exercise the Right of Use.

8.4.3 Incidents on Players/Devices

When an incident is detected on a CUSTOMER's Player/Device, either during detection activities performed by TELELOGOS in the context of event management or monitoring performed by CUSTOMER, the CUSTOMER shall be responsible for taking the necessary measures to identify the source of the incident and correct it.

TELELOGOS SHALL NOT BE LIABLE FOR SYNCHRONIZATION MALFUNCTIONS DUE TO HARDWARE DEFECTS IN RESPECT OF THE PLAYERS/DEVICES (PLAYER/DEVICE OUTAGE, PLAYER/DEVICE FAILURE, ETC.).

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9. SAAS MONITORING SERVICE QUALITY

9.1 Availability of the SaaS

The standard SaaS service period is from Monday, 10:00 am to 6:00 pm, Tuesday to Thursday, 9:00 am to 6:00 pm, and Friday, 9:00 am to 5:00 pm (GMT+1 during winter time and GMT+2 during summer time).

Outside this standard service period, the SaaS Services shall remain operational 24 hours a day, seven days a week, including bank holidays, excluding the weekly maintenance windows which are scheduled every Monday morning from 8:00 am to 10:00 am (GMT + 1 during winter time and GMT + 2 during summer time).

9.2 Availability indicator

This indicator measures the monthly availability of the SaaS. TELELOGOS' objective is to achieve an annual availability rate of at least 99%. Below this objective, TELELOGOS undertakes to pay an indemnity, the method of calculation of which is indicated below.

The SaaS availability indicator is calculated using the following formula:

$$\text{Availability rate} = (SSU - ASD) / SSU$$

where:

- SSU = Standard Service Uptime for the month
- ASD = Adjusted Service Downtime
- The duration of the adjusted service downtime is the duration of the SaaS downtime minus any excluded downtime.
- The duration of the excluded downtime is the sum of the elements described below:
    - interruptions due to the maintenance windows provided for in the present agreement;
    - planned interruptions by mutual agreement between the CUSTOMER and TELELOGOS;
    - unusual interruptions to or duration of synchronizations caused by non-contractual use of the SaaS by the CUSTOMER;
    - malfunction of the CUSTOMER's means of access to the Internet network thus preventing the CUSTOMER from accessing the subscribed services;
    - malfunction of Players/Devices (Player/Device outage, Player/Device failure);
    - malfunction of the Internet network;
    - malfunction resulting from the non-application of a recommendation by TELELOGOS in order to maintain the quality level of the SaaS;
    - any period during which the CUSTOMER is unable to assist TELELOGOS in resolving an incident, in particular with regard to providing the information necessary to resolve the incident, perform testing, etc.;
    - cases of Force Majeure, as defined by the applicable regulations.

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9.3 SaaS availability guarantee

TELELOGOS undertakes to compensate the CUSTOMER by paying, upon request, within sixty (60) calendar days following the anniversary date of the Agreement, an indemnity for the SaaS that have not achieved the target availability rate. The indemnity is equal to twenty-five percent (25%) of one twelfth (1/12) of the sum of the Annual Fee paid for the twelve (12) months of the SaaS preceding the anniversary date.

THE SERVICE GUARANTEE REFERRED TO IN THIS ARTICLE DOES NOT COVER ELEMENTS OR SERVICES PROVIDED BY THIRD PARTIES OR ANY INCIDENT WHICH CANNOT BE ATTRIBUTED TO THE SOFTWARE AND THE SAAS.

9.4 Dashboards

TELELOGOS shall provide the TC with a dashboard of the month's activity upon request. The information will be sent by the 30th of the following month at the latest. This dashboard contains the following information:

- the monthly availability rate of each SaaS subscribed; and
- the number of players/Devices held by the CUSTOMER at the end of the month.

10. TERMS OF USE OF THE INTERNET

The CUSTOMER declares that it accepts the characteristics and limits of the Internet, in particular that:

- the SaaS to which it has subscribed meets its needs;
- data transmission over the Internet has only relative technical reliability, since the data circulate over heterogeneous networks that have varied characteristics and technical capabilities, and that may in certain situations be saturated;
- Internet users are likely to be located anywhere in the world and the information that the CUSTOMER disseminates may be reproduced, displayed, performed or otherwise represented and more generally disseminated without geographical limitations;
- some specific networks may be subject to special agreements and to restrictions on access;
- data circulating over the Internet are not protected against the likelihood of piracy and hence, CUSTOMERS communicate passwords, PIN numbers and generally all sensitive information at their own risk;
- it is incumbent upon the CUSTOMER to take all the necessary measures to protect its own data from any contamination by viruses and from any attempt at intrusion by unauthorized third parties, notwithstanding the password-protected access provided by TELELOGOS; and
- it is incumbent upon the CUSTOMER to abide by the regulations applicable to the dissemination of information and of Hosting Services on the Internet, particularly the mandatory provisions designed to uphold public order and morals.

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THE CUSTOMER SHALL REFRAIN FROM TRANSMITTING ELEMENTS OR DATA THAT ARE THREATENING, SHOCKING, VIOLENT, DEFAMATORY, OBSCENE OR INFRINGING ON PROPERTY RIGHTS OR MORE GENERALLY ON THE RULES IN FORCE. THE CUSTOMER UNDERTAKES IN PARTICULAR TO COMPLY WITH THE REGULATIONS APPLICABLE TO THE DOWNLOADING OF FILES.

AS A CONSEQUENCE OF THESE DECLARATIONS, THE CUSTOMER HOLDS TELELOGOS HARMLESS AGAINST ANY CAUSES RELATED TO ONE OR MORE OF THE EVENTS MENTIONED ABOVE AND INDEMNIFIES TELELOGOS AGAINST ANY CLAIM BY A THIRD PARTY RELATING TO THE CONTENT OF THE INFORMATION TRANSMITTED, BROADCAST OR REPRODUCED, IN PARTICULAR THOSE RESULTING FROM AN INFRINGEMENT OF PERSONAL RIGHTS, A RIGHT OF OWNERSHIP LINKED TO A PATENT, A TRADEMARK, DESIGNS AND MODELS, COPYRIGHT OR THOSE RESULTING FROM AN ACT OF UNFAIR OR PARASITIC COMPETITION OR AN INFRINGEMENT OF PUBLIC ORDER, THE ETHICAL RULES GOVERNING THE INTERNET, MORALITY, RESPECT FOR PRIVATE LIFE (IMAGE RIGHTS, SECRECY OF CORRESPONDENCE, ETC.) AND THE PROVISIONS OF THE PENAL CODE.

IN THIS RESPECT, THE CUSTOMER INDEMNIFIES TELELOGOS FOR ALL COSTS, CHARGES AND EXPENSES THAT IT MAY INCUR AS A RESULT, INCLUDING REASONABLE EXPENSES AND FEES OF TELELOGOS' COUNSEL, EVEN UNDER A NON-FINAL COURT RULING.

11. AGREEMENT TERMINATION

The Agreement may be terminated by either Party prior to the expiration of the Agreement Term in the event of a serious breach by the other Party of any of its contractual obligations under the Agreement. The Agreement shall be terminated within thirty (30) days of sending a formal notice to rectify the non-performance, which has hitherto remained unanswered. This formal notice shall specifically state the intention to put this clause into effect and terminate the Agreement.

Notwithstanding the above paragraph, automatic termination due to force majeure may only take place sixty (60) calendar days after sending a formal notice. This formal notice shall specifically state the intention to put this clause into effect and terminate the Agreement.

The failure by either Party to take action in respect of the non-fulfillment by the other Party of any of its obligations under the Agreement cannot be considered in the future a waiver of the early termination obligation/case in question.

12. REVERSIBILITY

After the termination of the Agreement for any reason, TELELOGOS undertakes to delete the CUSTOMER's account, the data related to the account and the files stored on the TELELOGOS server, within thirty (30) calendar days.

At the CUSTOMER'S request, TELELOGOS shall provide any attestation/document required certifying the destruction of the CUSTOMER'S account and the Data and files stored on behalf of the CUSTOMER.

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13. INSURANCE

TELELOGOS acknowledges that it is insured against civil, operational and professional liability to cover its own liability and that of its employees and any subcontractors during the performance of the Agreement in the event of a fault or negligence on the part of said individuals.

When TELELOGOS employees are required to work on the CUSTOMER's hardware and/or at their facilities, they are placed under the CUSTOMER's civil responsibility; the CUSTOMER must guarantee their safety in accordance with French standards.

The CUSTOMER shall take out and keep a civil insurance policy for the entire duration of the Agreement, covering any damage that may occur, on its premises, to TELELOGOS staff and TELELOGOS equipment, should such damage be attributable to the Customer.

14. INTELLECTUAL PROPERTY

All intellectual property rights associated with the Software belong to and remain the exclusive property of TELELOGOS. No intellectual property rights may be assigned and/or transferred, in whole or in part, to the CUSTOMER by or under the Agreement.

To ensure the continued use of the Software in the event of default of TELELOGOS, the source programs of the current version of the Software are deposited with the Agency for the Protection of Programs in PARIS (France).

The CUSTOMER declares that the Software appears to be original as far as he or she is able to discern. Consequently, it is impossible to directly or indirectly jeopardize the intellectual property right of TELELOGOS.

In the event of an attempt to seize the Software on the CUSTOMER's premises, the CUSTOMER shall inform TELELOGOS without delay and shall attempt to take all possible measures to have the intellectual property rights of TELELOGOS recognized.

The CUSTOMER expressly refrains from pledging, assigning, leasing, sub-leasing, lending or communicating for any reason whatsoever the Software and its technical documentation to anyone without the prior written consent of TELELOGOS.

The CUSTOMER is and shall remain the sole owner of the data it processes through the use of the Software.

The CUSTOMER undertakes to take all necessary measures with respect to its staff and all outside persons, who have access to the Software, to ensure the ownership of TELELOGOS.

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15. TELELOGOS RESPONSIBILITY AND GUARANTEE

15.1 Guarantee

TELELOGOS represents and warrants to the CUSTOMER that it complies with the regulations applicable to it for the publishing and marketing of the Software and the supply of SaaS Services.

TELELOGOS is solely responsible for the quality of the Software. Consequently, TELELOGOS guarantees to the CUSTOMER that the Software has been developed according to the rules and that it complies with its technical documentation.

Throughout the term of the Agreement, TELELOGOS undertakes to correct, without charge, any non-compliance of the Software with its technical documentation.

BEYOND THIS GUARANTEE, TELELOGOS OFFERS NO OTHER GUARANTEE FOR THE SOFTWARE. IN PARTICULAR, TELELOGOS DOES NOT GUARANTEE THE UNINTERRUPTED OPERATION OF THE SOFTWARE IN VIEW OF THE SPECIFIC NATURE OF COMPUTER SOFTWARE. TELELOGOS SHALL UNDER NO CIRCUMSTANCES GUARANTEE THE ABILITY OF THE SOFTWARE TO EXECUTE SPECIFIC TASKS ANTICIPATED BY THE CUSTOMER IF THEY ARE NOT EXPRESSLY PROVIDED FOR IN THE TECHNICAL DOCUMENTATION.

15.2 TELELOGOS' Responsibility

TELELOGOS fulfills its contractual obligations with the greatest duty of care characteristic of its profession.

TELELOGOS is responsible for the defense of the Software at its sole expense and takes all appropriate measures to promptly stop any breach of the Software that may disrupt the CUSTOMERS' use of the SaaS.

TELELOGOS IS RESPONSIBLE FOR ITS SERVICES ACCORDING TO COMMON-LAW RULES AND IS SUBJECT TO AN OBLIGATION OF BEST EFFORTS. CONSEQUENTLY, TELELOGOS CAN ONLY BE HELD LIABLE IN THE EVENT OF PROVEN FAULT OR NEGLIGENCE ON ITS PART, AND THIS IS LIMITED TO THE DIRECT LOSS SUFFERED BY THE CUSTOMER, TO THE EXCLUSION OF ANY INDIRECT DAMAGE OF ANY KIND WHATSOEVER.

IN THE EVENT OF ANY DAMAGE TO THE FILES, PROGRAMS AND COMPUTER EQUIPMENT RESULTING FROM A DEFECT IN THE SOFTWARE, TELELOGOS' RESPONSIBILITY SHALL BE LIMITED TO THE COST OF RECOVERING THESE ITEMS FROM THE LATEST BACK-UP ONLY.

TELELOGOS SHALL ONLY BE HELD RESPONSIBLE FOR SERVICES PERFORMED BY IT EXCLUSIVELY. TELELOGOS SHALL NOT, THEREFORE, RESPOND TO ANY THIRD PARTY BREACHES, SUCH AS, IN PARTICULAR, SOFTWARE PACKAGE EDITORS, DEVELOPERS AND OTHER SERVICE PROVIDERS WORKING DIRECTLY OR INDIRECTLY WITH THE PROCESSING OF DATA.

SHOULD TELELOGOS BE HELD LIABLE, THE PARTIES EXPRESSLY AGREE THAT, ALL AMOUNTS COMBINED, TELELOGOS CANNOT BE REQUIRED TO PAY AN AMOUNT HIGHER THAN THE LAST ANNUAL FEES PAID BY THE CUSTOMER UNDER THE AGREEMENT.

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16. CUSTOMER RESPONSIBILITY AND GUARANTEE

The Customer warrants (i) that it has all the authorizations necessary to perform its business activity, and (ii) as to the legality of the information and data hosted by TELELOGOS under this agreement.

THE CUSTOMER IS SOLELY LIABLE FOR ALL CONSEQUENCES RELATED TO THE HOSTING OF THIS INFORMATION AND DATA ON THE TELELOGOS SERVER.

17. PROTECTION OF PERSONAL DATA

17.1 Subject

For the purposes hereof, the terms "Data Controller", "Data Processor", "Processing" and "Personal Data" have the meaning provided by the rules applicable to the processing of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "**European Data Protection Regulation**").

In the context of the execution of the Agreement, the CUSTOMER and TELELOGOS undertake to comply with the regulations in force applicable to the protection of Personal Data, and to cooperate actively in order to comply with the applicable regulations and respond to any request, consultation or control by the competent authority.

IN THE CONTEXT OF THE EXECUTION OF THE AGREEMENT, TELELOGOS MAY ASSUME, PURSUANT TO THE APPLICABLE REGULATION:
- **OR RESPONSIBILITY AS A SUBCONTRACTOR WHEN PROCESSING THE DATA ON BEHALF OF THE CUSTOMER;**
- **OR RESPONSIBILITY AS DATA CONTROLLER WHEN PROCESSING THE DATA RELATING TO THE CUSTOMER OR ITS STAFF.**

TELELOGOS' OBLIGATIONS IN ITS CAPACITY AS DATA CONTROLLER FOR THE PROCESSING OF PERSONAL DATA, ARE DESCRIBED IN THE TELELOGOS PERSONAL DATA PROTECTION POLICY PUBLISHED ON ITS WEBSITE.

IN THE CONTEXT OF THE SUPPLY OF THE SAAS, TELELOGOS SHALL ASSUME ITS OBLIGATIONS AND LIABILITY AS A DATA PROCESSOR IN ACCORDANCE WITH THE APPLICABLE REGULATIONS, UNDER THE FOLLOWING CONDITIONS:

17.2 Description of the Processing

As part of the supply of the SaaS, TELELGOS will, on behalf of the CUSTOMER, host and store the Personal Data collected and processed by the CUSTOMER.

The purpose of processing this Personal Data is to allow the CUSTOMER to avail of the SaaS.

The CUSTOMER shall provide TELELOGOS with precise and detailed instructions regarding the processing of Personal Data. The CUSTOMER is responsible for ensuring the legality of its Personal Data being processed.

TELELOGOS MAY NOT USE THE PERSONAL DATA PROCESSED ON BEHALF OF THE CUSTOMER OR FOR ANY PURPOSE OTHER THAN THE SUPPLY OF THE SAAS, AND IN PARTICULAR MAY NOT, IN ANY WAY WHATSOEVER, USE THIS DATA FOR ANY PURPOSE OTHER THAN THE SUPPLY OF THE SAAS.

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17.3 TELELOGOS' obligations

As a consequence of its status as Data Processor in the supply of the SaaS, TELELOGOS undertakes to:

– only process the CUSTOMER's Personal Data for the purposes for which it will be used under this Agreement, and consequently not to reuse, transfer, allow or facilitate the use by third parties of the Personal Data, except as provided for herein or in applicable regulations, unless previously authorized by the CUSTOMER;

– process the Personal Data in accordance with the CUSTOMER's documented instructions in its capacity as Data Controller, as transmitted in writing by the CUSTOMER;

– ensure the confidentiality of the Personal Data processed on behalf of the CUSTOMER in the context of the performance of this Agreement;

– take the necessary technical, logistical and/or organizational measures and adopt any necessary procedures to ensure the protection of Personal Data against alteration, destruction, dissemination and/or unauthorized access, as well as against any unlawful or unauthorized processing;

– ensure that its staff involved in the performance of this Agreement are informed of the applicable regulations regarding Personal Data and are restricted solely to satisfying the needs of this Agreement;

– inform the CUSTOMER in writing, as soon as possible, of any binding request for the disclosure of Personal Data from an authority;

– ensure compliance with the applicable regulations concerning Personal Data by any data processor to which it has subcontracted a service in the context of the performance of this Agreement;

– assist the CUSTOMER, as far as possible, in fulfilling its obligation to comply with requests to exercise the rights of the persons concerned; it being specified that in the event that TELELOGOS is contacted directly by the persons concerned, TELELOGOS shall address, as soon as possible, such requests to the CUSTOMER;

– provide the CUSTOMER with the necessary documentation to demonstrate compliance with all of its obligations with regard to Personal Data and to allow an audit to be performed; and

– delete, at the end of the supply of the SaaS, all Personal Data from its servers.

TELELOGOS shall notify the CUSTOMER of any suspected or proven breach of Personal Data within a maximum period of forty-eight (48) hours from the moment it becomes aware of the event.

TELELOGOS undertakes to keep, in writing and in electronic format, a register of all categories of Processing activity in accordance with the applicable regulations.

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18. MISCELLANEOUS

18.1 Force majeure (Acts of God)

The Parties may not be held liable if the non-fulfillment or delay in the fulfillment of any of their obligations, as described herein, is the result of a case of force majeure within the meaning of Article 1218 of the French Civil Code. (By way of example, and without this list being exhaustive and limiting, any event of a climatic, bacteriological, military, political, social or computer nature of such magnitude, beyond the control of the Parties, which could not reasonably be foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, preventing the performance of a contractual obligation.)

The Party that identifies the event must immediately inform the other Party of its inability to fulfill its obligation, providing justification of said inability. The suspension of obligations may under no circumstances be constituted as grounds for liability for failure to fulfill the obligation in question, or result in the payment of damages or late penalty fees.

The fulfillment of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed sixty (60) calendar days. Consequently, as soon as the cause of suspension of their mutual obligations has been removed, the Parties shall make every effort to resume normal performance of their contractual obligations without delay. To this end, the Party that was prevented from fulfilling its obligations shall notify the other Party of the resumption of performance.

If the impediment is definitive or exceeds sixty (60) calendar days, these terms and conditions shall be considered null and void in accordance with the terms and conditions defined in Article 11 "Agreement Termination".

During the entire period of suspension of the Agreement due to force majeure, the Parties agree that the costs generated by the situation shall be borne by the Party prevented from fulfilling its obligations.

18.2 Change of control

In the event of a change of control of either Party, within the meaning of the provisions of Article L. 233-3 of the French Commercial Code, the Party concerned by this change shall inform the other Party by sending a registered letter with acknowledgment of receipt. In the event of a change of control of the CUSTOMER, TELELOGOS will have the right to terminate the Agreement early, without justification, under the conditions of Article 11 above.

18.3 Assignment, transmission and/or subcontracting of the Agreement

As the Agreement is concluded *intuitu personae*, it may not be assigned or transferred in any way, for any reason or to any person whatsoever, in particular in the form of the sale of a business undertaking, the lease management of business assets, or the sale of securities or contributions to a company, without the express prior written consent of the other Party.

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TELELOGOS shall be free to subcontract its services under the Agreement to third parties of its choice.

18.4 Confidentiality

The CUSTOMER undertakes, for the duration of the Agreement and for a period of five (5) years after the expiration and/or termination of the Agreement, to maintain the utmost confidentiality regarding the Software and any confidential information communicated or to which it may have had access in connection with its Right of Use, unless such information is publicly known. The CUSTOMER undertakes to ensure that this obligation of confidentiality is observed by all its staff.

The Parties undertake to keep the terms and conditions of the Agreement confidential throughout its performance and without limitation after its expiration.

The CUSTOMER expressly authorizes TELELOGOS to mention its name in a list of references and in its commercial documents.

18.5 Contingencies

If, in the context of performing the Agreement, one of the Parties wishes to raise an unforeseen event, as defined in Article 1195 of the French Civil Code, as follows: "a change in the economic circumstances surrounding the performance of the Agreement which has a significantly adverse effect on the equilibrium of the Agreement", the Parties must make a prior mandatory attempt at conciliation, neither of which may refuse to renegotiate the agreement. The Parties shall meet within one (1) month of the date on which the Party notified the other Party of the unforeseen event. In the event of a successful renegotiation, the Parties shall establish and conclude a new Agreement within one (1) month of their agreement. In the case of failure of renegotiations, the Parties may, in accordance with the provisions of Article 1195 of the Civil Code, by common agreement request the court to set about the adaptation of the Agreement.

However, if the unforeseeable change in circumstances at the time of conclusion of the Agreement was definitive or continued for more than a period of six (6) months, the Agreement shall be considered null and void, without any right to compensation by either party.

18.6 Notification – Choice of domicile

For the purposes of this Agreement, the Parties choose as their domicile the address mentioned on the SAAS Agreement.
All notices under the Agreement shall be sent by registered letter with acknowledgment of receipt or by email with acknowledgment of receipt.

18.7 Applicable law and jurisdiction

The Agreement is governed by and subject to French law.

FOR ALL DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, EXECUTION, RESOLUTION, CONSEQUENCES AND REPERCUSSIONS OF THE AGREEMENT OR THE

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RESULTING AGREEMENTS, THE COMPETENT COURT IS THE COMMERCIAL COURT OF ANGERS.

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