

## **General Terms and Conditions for Use of TELELOGOS SaaS ("SAAS GTCU")**

### **1. DEFINITIONS**

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

**"Customer"** refers to the legal entity that has subscribed to the SaaS, either directly with TELELOGOS or through a PARTNER.

**"Sales Agreement"** refers to the agreement concluded between the Customer and TELELOGOS or a PARTNER for the subscription and use of the SaaS.

**"TC"** refers to the technical contact designated by the Customer.

**"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.

**"Software"** means a set of elements as defined and listed in Annex 1 of the SaaS Partnership Agreement, which is entirely developed and published by TELELOGOS.

**"PARTNER"** refers to any professional partner of TELELOGOS authorized to distribute and resell the TELELOGOS SaaS to its customers.

**"Fee"** refers to the annual fee paid for use of the SaaS.

**"Charges"** refers to the expenses associated with implementing the SaaS.

**"SaaS"** refers to the commercial offer proposed and provided by TELELOGOS including (i) the temporary right to access and use the Software, and (ii) associated assistance, support and maintenance services provided by TELELOGOS, as described in this agreement.

**"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.

## 2. PURPOSE OF THE SAAS GTCU

The purpose of the SAAS GTCU is to define:

- the terms and conditions governing the temporary right to access and use the SaaS granted to the Customer by TELELOGOS, either directly or through the PARTNER; and
- the associated services provided by TELELOGOS to the Customer in the context of the SaaS.

The Customer, after reviewing the potential, purpose and functionality of the SaaS, and having had the opportunity to use it, has decided to subscribe to the SaaS. The Customer acknowledges that it has received all the information and advice necessary in order to give its consent.

It is the Customer's responsibility to ensure that:

- the SaaS meets its requirements, in particular on the basis of all the information and documentation provided to it and available on the TELELOGOS Website;
- it has the necessary competence to use the SaaS; and
- its Internet access is sufficiently powerful to use the SaaS.

## 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 Sales Agreement.

This right of access and 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.

The Customer must use the SaaS in accordance with the provisions of the SAAS GTCU 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 SAAS GTCU or the Sales 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 ACCESS AND 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 players and 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. DESCRIPTION OF THE ASSOCIATED SERVICES PROVIDED BY TELELOGOS IN THE CONTEXT OF THE SAAS

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

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

### 4.1 Hosting service

During the entire SaaS subscription period, 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.



## 4.2 Software maintenance service

Throughout the duration of the SaaS subscription, 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 L122-6-1 OF THE INTELLECTUAL PROPERTY CODE, TELELOGOS RESERVES THE EXCLUSIVE RIGHT TO CORRECT ANY ERRORS IDENTIFIED RELATING TO THE SOFTWARE.**

## 4.3 Assistance and support service

For the duration of the SaaS subscription, 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 Purchase Order which specifies all the TC's contact details. If a TC is replaced, TELELOGOS must be notified of this change at the earliest opportunity.

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](mailto: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 |
|---------|-------------------------|
|---------|-------------------------|



|  |  |
|--|--|
| – 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.**

## **5. MANAGING CHANGES**

### **5.1 Managing Customer requests**

#### **5.1.1 At initial set-up**

TELELOGOS undertakes to establish the platform, delivering the SaaS at the latest five (5) business days after subscribing to the SaaS.

Within this period, the TC shall receive an e-mail message containing:

- 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.

#### **5.1.2 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.

#### **5.1.3 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 and/or the PARTNER 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.

### **5.2 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 organise 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.

### 5.3 Managing incidents

#### 5.3.1 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).

#### 5.3.2 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.



### 5.3.3 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.).**

## 6. MONITORING SERVICE QUALITY

### 6.1 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).

### 6.2 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:

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

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 SAAS GTCU;
  - 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.

### 6.3 SaaS availability guarantee

TELELOGOS undertakes to compensate the Customer by paying, upon request, within sixty (60) calendar days following the anniversary date of the subscription to the SaaS, 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 Fees 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.**

**IT IS RECALLED THAT IN THE EVENT THAT THE CUSTOMER HAS SUBSCRIBED TO THE SAAS THROUGH A PARTNER, THIS GUARANTEE IS NOT BINDING ON TELELOGOS IN RESPECT OF THE CUSTOMER, IT IS THE RESPONSIBILITY OF THE LATTER TO TAKE ACTION AGAINST THE PARTNER IN ACCORDANCE WITH THE TERMS OF THE SALES AGREEMENT.**

### 6.4 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.

## 7. WORKING RELATIONS

In order to allow TELELOGOS to provide the services covered by this agreement, 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 above 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.





## 8. 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.

**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.**



## **9. RESPONSIBILITY – WARRANTY**

### **9.1 Liability and Warranty of TELELOGOS**

TELELOGOS fulfills its contractual obligations with the greatest duty of care characteristic of its profession. TELELOGOS is responsible for the services it provides in accordance with the rules of general law and is subject to an obligation of means.

**THE CONDITIONS UNDER WHICH TELELOGOS MAY BE HELD LIABLE IN RESPECT OF THE CUSTOMER ARE DESCRIBED IN THE SALES AGREEMENT. IF THE CUSTOMER HAS SUBSCRIBED TO THE SAAS THROUGH A PARTNER, THE CUSTOMER MAY NOT HOLD TELELOGOS LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER. THE LATTER MUST TAKE ACTION AGAINST THE PARTNER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SALES AGREEMENT.**

**THE PARTNER ASSUMES ALL RESPONSIBILITY IN RESPECT OF THE CUSTOMER, AS APPLICABLE.**

### **9.2 Liability and Warranty of the Customer**

The CUSTOMER warrants (i) that it has all the authorizations necessary to perform its business activity, and (ii) 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.**

## **10. REVERSIBILITY**

After the definitive termination of supply of the SaaS to a Customer, TELELOGOS undertakes to delete the Customer's account, the data related to the account and the files stored on the 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.

## **11. PERSONAL DATA**

### **11.1 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 use of the SaaS, the Customer, TELELOGOS and the PARTNER undertake to comply with the regulations in force concerning the protection of Personal Data.

**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.**

The Customer, TELELOGOS and the PARTNER, as appropriate, undertake to cooperate actively in order to complete the administrative formalities incumbent upon them and



obtain the necessary authorizations from the competent supervisory authorities, where applicable. They undertake to cooperate to respond to any consultation or control by a competent authority.

In particular, TELELOGOS shall provide the necessary documentation to demonstrate compliance with all of its obligations with regard to Personal Data and to allow an audit to be performed, as necessary.

### 11.2 Description of the Processing

As part of the supply of the SaaS, TELELOGOS 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.**

### 11.3 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 such requests to the Customer; 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.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 Assignment of the Customer's rights**

The Customer's rights arising from this Agreement may not be assigned and/or transferred in any form whatsoever to third parties without the prior written consent of TELELOGOS.

### **12.2 Confidentiality**

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

### **12.3 Notifications**

All notices in connection with the use of the SaaS between the Customer and TELELOGOS must be sent to the domicile address by registered letter with acknowledgment of receipt, or by e-mail with acknowledgment of receipt.

### **12.4 Applicable law and jurisdiction**

These terms and conditions are governed by French law.

**FOR ALL DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, EXECUTION, RESOLUTION, CONSEQUENCES AND REPERCUSSIONS OF THE SAAS GTCU, THE COMPETENT COURT IS THE COMMERCIAL COURT OF ANGERS.**

