

TELELOGOS SAAS TERMS AND CONDITIONS ("TELELOGOS SAAS T&Cs")

1. DEFINITIONS

"Annual Subscription" means the annual fee, billable on the Effective Date and thereafter annually on that same date as part of a multi-year commitment, payable by the Customer, or by the Partner on behalf of its Customer, in exchange for a Right to Use the Software or Telelogos SaaS.

"Certified Partner" means a Partner who has been trained and certified by Telelogos, in accordance with the terms of the RPA.

"Contact" means an employee of the Customer or the Partner authorized to receive the Licenses and/or Rights of Use for installation purposes.

"Customer" refers to the legal entity that has subscribed to Software from Telelogos, directly or indirectly through the Partner, for its business operations.

"Customer-Partner Contract" means the Contract entered between the Partner and the Customer, the purpose of which is, in particular, for the Customer to obtain a License or a Right of Use.

"Data" means all data, files, and information collected, processed, and used by a Customer via the Telelogos SaaS.

"Data Processing Agreement" or "DPA" means, where applicable, the specific addendum entered between Telelogos and the Customer, governing the processing of Personal Data carried out in connection with Telelogos SaaS, in accordance with Article 28 of the European General Data Protection Regulation.

"Effective Date" means, by default, the invoice issue date, which corresponds to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders dated between the 1st and the 15th of the month, and the first day of the following month for Purchase Orders

"Parties" or **"Party"** refers collectively or individually to Telelogos and/or the Customer.

"Partner" means any professional who has entered a RPA with Telelogos.

"Purchase Order" means the signed Quote or the purchase order—which refers to the Quote or is prepared in accordance with the Terms of Sale ('TS')—relating to Software, to be completed by the Customer or by the Partner for each Customer to whom the Partner wishes to distribute the Software.

"Quote" means the quote issued by Telelogos setting forth the terms and conditions under which

Telelogos agrees to provide a License or a Right of Use.

"Resale Partnership Agreement" or **"RPA"** means the partnership agreement entered into between Telelogos and the Partner, the purpose of which is to establish the terms under which the Partner is authorized to distribute one or more Software products.

"Right of Use" means the temporary, non-exclusive, and non-transferable rights of access and use granted to the Customer, by Telelogos, either directly or through a Partner, to the Software or the Telelogos SaaS.

"Software" means the software program(s) developed and published by Telelogos, listed in the Purchase Order.

"Software Documentation" means the technical documentation for the installation and use of the Software, available upon opening the Software and/or on the Website.

"Support and Maintenance Services" refers to the support services (the **"Support Service"**) and maintenance services (the **"Maintenance Service"**), as defined in the Support and Maintenance Terms and Conditions, relating to Software and provided to the Customer directly by Telelogos or, where applicable, through a Certified Partner.

"Support and Maintenance T&Cs" means the Support and Maintenance Terms and Conditions, available on the Website, which set forth the terms under which Telelogos agrees to provide the Customer, either directly or through a Certified Partner, with Support and Maintenance Services.

"Telelogos SaaS" means the commercial offering proposed and provided by Telelogos, comprising (i) a Right of Use for Software hosted on Telelogos' servers, and (ii) the provision of Support and Maintenance Services for such Software.

"Telelogos SaaS Mode" means the acquisition by the Customer, directly or indirectly through a Partner, of a Right of Use to the Telelogos SaaS.

"TS" means the Terms of Sale, available on the Website, which define the terms and conditions of sale, payment, and delivery of the products and services provided by Telelogos.

signed between the 16th and the 31st of the month.

"Website" means the Telelogos website, <https://www.telelogos.com/legal>.

2. PURPOSE – CONTRACTUAL FRAMEWORK

The purpose of these Telelogos SaaS Terms and Conditions is to define (i) the terms and conditions

governing the Right to Use the Telelogos SaaS, and (ii) the terms and conditions of the services provided to the Customer under the Telelogos SaaS Mode (the “**Telelogos SaaS T&Cs**”). Under the Telelogos SaaS Mode, the contractual relationship between Telelogos and the Customer is governed by the Purchase Order, the Telelogos SaaS Terms and Conditions, the Support and Maintenance Terms and Conditions, and the Terms of Sale, as well as, where applicable, by the Data Processing Agreement (DPA), which together constitute a contractual package hereinafter referred to as the “**Contract**.” In the event that a Customer has subscribed to the Telelogos SaaS Rights of Use through a Partner, the Customer must refer to the Customer-Partner Contract to understand its rights and obligations with respect to the Partner; it is expressly noted that Telelogos is not a party to the Customer-Partner Contract and is contractually bound only by the terms of the Contract.

3. CUSTOMER RIGHTS AND OBLIGATIONS

3.1 Scope of the Right to Use Telelogos SaaS

The Customer has (i) the right to access and use, online, the Software that is the subject of this Contract, hosted on Telelogos servers, for the purposes of its operations, to the exclusion of any other use, and (ii) the services described in Section 6 below, in accordance with the terms, conditions, and duration specified in the Contract, or, as the case may be, in the Customer-Partner Contract. The Right to Use Telelogos SaaS is temporary, personal, non-transferable, and non-exclusive, and is limited to the actions necessary for the operation of Telelogos SaaS, in accordance with its contractual purpose.

3.2 Term of the Right to Use Telelogos SaaS

The Rights to Use Telelogos SaaS take effect on the Effective Date, for the term specified in the Purchase Order. In the event that the Customer wishes to extend the Term of its Rights to Use the Telelogos SaaS, under the renewal terms proposed by Telelogos, the Customer and/or the Partner, on behalf of its Customer, must execute a new Purchase Order or accept a new Quote, as applicable.

3.3 Designation of the Contact

The Customer agrees, for the purposes of performing the Contract and throughout the Term of the Contract, to designate a Contact.

3.4 Cooperation Between the Parties

The Customer agrees to cooperate, either directly or through the Partner, with Telelogos and to promptly inform Telelogos of any difficulties encountered in connection with the use of the Telelogos SaaS Rights of Use.

In particular, the Customer agrees to:

- refer to the Software Documentation before contacting Support;
- provide Telelogos, directly or indirectly through the Partner, with any necessary information requested by Telelogos and useful for the Customer’s use of the Telelogos SaaS; and
- back up their Data prior to any intervention by Telelogos;

3.5 Use of the Right to Use the Telelogos SaaS

It is the Customer’s responsibility to ensure, under its own liability, the proper use of the Telelogos SaaS in accordance with the Software Documentation. In particular, the Customer shall ensure that the hardware and software configuration always remains consistent with the specifications set forth in the provided prerequisites. The Customer is responsible for selecting its players/devices in accordance with the technical hardware and software recommendations described in the technical requirements provided by Telelogos upon request. The Customer shall establish adequate operational controls and implement appropriate operational and security procedures daily. Daily backups of the Data are performed on the Telelogos server so that the Data can be restored in the event of an incident. The Customer is advised that computer software is never entirely free of errors; consequently, it is essential that the Customer regularly back up its Data in accordance with generally accepted best practices. The Customer agrees, where applicable, to accept and deploy, within a reasonable timeframe, updates and patches for the Telelogos SaaS that are identified as necessary to maintain the security or compliance of the service. In the event of refusal or unjustified delay on the part of the Customer, Telelogos shall not be held liable for any resulting Malfunctions, security breaches, or non-compliance.

4. RIGHTS AND OBLIGATIONS OF TELELOGOS

4.1 Provision of the Right to Use the Telelogos SaaS

Subject to payment of the Annual Subscription Fee, Telelogos agrees to provide the Customer, either directly or through the Partner:

- Rights of Use to the Telelogos SaaS; and
- extensions to the Rights of Use for the Telelogos SaaS.

The Rights of Use obtained by the Customer from Telelogos are personal to each Customer and may not, therefore, be assigned or transferred in any form whatsoever to any person other than the Customer in question. Telelogos reserves the right to:



- refuse to grant Telelogos SaaS Rights of Use to a Customer for just cause (the Customer's activities do not comply with applicable regulations, an existing dispute with the Customer, failure to pay, etc.); and
- suspend, at any time, a Customer's Rights of Use for the Telelogos SaaS in order to prevent any damages, liabilities, or penalties in the event of unlawful conduct by the Customer or a breach by the Customer of its contractual or legal obligations toward the Partner or Telelogos.

Telelogos must promptly notify the Customer or the Partner and specify the reasons for its decision to refuse or suspend access, as well as, if applicable, the duration of the suspension. Telelogos reserves the right to remove any Software from its catalog by notifying the Customer of its decision via certified mail with return receipt requested, at least six (6) months prior to the effective removal. In such a case, Telelogos agrees to provide Support Services to the Customer for a period of twelve (12) months from the date of the Software's removal.

4.2 Delivery of Rights of Use for Telelogos SaaS

The terms for the delivery of Rights of Use to Telelogos SaaS are specified in the TS.

5. TERMS AND CONDITIONS, BILLING, AND PAYMENT

The commercial, billing, and payment terms applicable to the Telelogos SaaS Mode are specified in the TS and in the Purchase Order or Quote.

6. DESCRIPTION OF SERVICES PROVIDED UNDER THE TELELOGOS SAAS MODE

The Telelogos SaaS Rights of Use include the provision to the Customer, by Telelogos or a Certified Partner, for the entire duration of the Telelogos SaaS Rights of Use, of the following services:

6.1 Hosting Service

For the entire duration of the Telelogos SaaS Rights of Use, Telelogos agrees to:

- host and store the Software on its own servers, as well as all Data processed, collected, and used by the Customer via the Telelogos SaaS;
- preserve the integrity, security, and confidentiality of the Telelogos SaaS and the Data; and
- take, accordingly, all technical and organizational measures necessary to prevent any unauthorized access to or use of the Telelogos SaaS and the Data, and to prevent any loss, damage, alteration, or destruction of the Data.

Telelogos documents these measures in its information systems security policy, which it makes available to the Customer in summary form upon reasonable request.

6.2 Support and Maintenance Services

Throughout the term of the Rights to Use the Telelogos SaaS, Telelogos undertakes to provide the Customer, directly and/or indirectly through a Certified Partner, with Support and Maintenance Services under the terms and conditions described in the Support and Maintenance Terms and Conditions.

6.3 Management of Customer Requests

6.3.1 Modification of File Storage Capacity on the Server

Telelogos processes requests to modify the file storage capacity on the server, submitted by the Contact, within two (2) to five (5) business days.

6.3.2 Players/Terminals

Telelogos processes the Customer's requests regarding the addition of player(s)/terminals based on the findings of the impact assessment on the technical components delivering the service and within two (2) to five (5) business days.

6.4 Management of Changes Imposed by Telelogos

Telelogos shall notify the Customer, by any means, of the date and nature of any changes made to the Telelogos SaaS (fixes, modifications, new features). In the event of a major change that alters usage patterns or requires testing and shutdowns/restarts of the player/terminal, the Customer shall be notified at least three (3) weeks prior to the implementation of such change. At the Customer's request, training or a demonstration may be arranged in the event of a change affecting the server or a test server, to enable the Customer to test its players/terminals on its own.

6.5 Management of Telelogos SaaS Downtime

Telelogos will restore service within eight (8) business hours of detecting the incident, Monday, through Thursday from 9:00 a.m. to 6:00 p.m., and Friday from 9:00 a.m. to 5:00 p.m. (GMT+2), provided that the incident falls within its technical scope of responsibility.

6.6 Incidents on Players/Terminals

When an incident is detected on a Customer's player or terminal—whether detected by Telelogos as part of its event management or through monitoring performed by the Customer—it is the Customer's responsibility to take the necessary steps to identify the cause of the incident and resolve it. Telelogos is not liable for synchronization malfunctions caused by hardware defects in the players/terminals.



7 QUALITY MONITORING OF THE TELELOGOS SaaS

7.1 Availability of the Telelogos SaaS

The Telelogos SaaS is operational every day, 24 hours a day, including holidays, except during maintenance windows, which, when necessary, are scheduled for Monday mornings from 8:00 a.m. to 10:00 a.m. (GMT +1 during standard time and GMT +2 during daylight saving time), after the Customer has been notified. Outside of these maintenance windows, the service is generally accessible, subject to the interruptions provided for in Article 7.2 and cases of force majeure.

7.2 Availability Metric

For the purposes of calculating the availability metric, which measures the monthly availability of the Telelogos SaaS, the standard availability period for the Telelogos SaaS is set as follows: Monday from 10:00 a.m. to 6:00 p.m., Tuesday through Thursday from 9:00 a.m. to 6:00 p.m., and Friday from 9:00 a.m. to 5:00 p.m. (times in GMT +1 during standard time and GMT +2 during daylight saving time). Telelogos' goal is to achieve a minimum annual availability rate of 99% over this period. If this goal is not met, Telelogos agrees to pay compensation calculated as described in the paragraph below. The Telelogos SaaS availability metric is calculated using the following formula:

Availability Rate = (DPSS – DAC) / DPSS

Where:

- DPSS = standard service period for the month
- DAC = duration of adjusted service outages
- The duration of adjusted downtime is the duration of Telelogos SaaS downtime minus the duration of excluded downtime.
- The duration of excluded downtime is the sum of the items described below:
 - interruptions during the maintenance windows provided for herein;
 - interruptions planned by mutual agreement between the Customer and Telelogos;
 - interruptions or unusually long synchronization times caused by the Customer's non-contractual use of the Telelogos SaaS;
 - malfunctions in the Customer's means of accessing the Internet that enable the Customer to access the subscribed services;
 - malfunction of Players/Terminals (Player/Terminal shut down, Player/Terminal out of service);
 - malfunction of the Internet;
 - malfunction resulting from the Customer's failure to follow a recommendation made by

Telelogos to maintain the quality of the Telelogos SaaS;

- any period during which the Customer is unable to assist Telelogos in resolving an incident, including by providing information necessary to resolve the incident, conducting tests, etc.;
- cases of force majeure, as defined by applicable regulations.

7.3 Telelogos SaaS Availability Guarantee

If the Telelogos SaaS availability target is not met, the Customer may, upon request, receive compensation equal to 25% of one-twelfth of the amount of the most recent Annual Subscription. This compensation will be paid within sixty (60) days of receipt of the compensation request by the Customer or the Partner, on behalf of its Customer. This availability guarantee does not apply to components and services provided by third parties and does not cover any unavailability caused by the Customer or a third party.

7.4 Dashboard

Upon request, Telelogos will provide the Customer, directly or indirectly through the Partner, with a monthly dashboard detailing the Customer's activity. The dashboard will be sent to the Customer no later than the 30th of the following month. This dashboard specifies the monthly availability rate of the Telelogos SaaS and the number of players/devices in the Customer's fleet at the end of the month.

8 TERMINATION OF RIGHTS TO USE THE TELELOGOS SaaS

Each Party shall be entitled to request the termination of the Rights to Use the Telelogos SaaS in the event of a breach by the other Party of any of its contractual obligations. The termination of the Rights to Use on the Telelogos SaaS shall take effect thirty (30) days after the sending of a formal notice to remedy the identified breach, provided such notice remains unheeded. This formal notice must specifically state the aggrieved Party's intention to invoke this clause. The fact that one Party does not invoke a breach by the other Party of any of its obligations shall not be interpreted in the future as a waiver of this clause. Upon expiration of the Rights to Use the Telelogos SaaS, Telelogos is authorized to take the necessary technical measures to disable the various components of the Software—in particular, and depending on the Software, the "SERVER" component, the "PLAYER" component, the "PREVIEWER" component, the "AGENT" component, the "MOBILE APPLICATION" component, and the "OUTLOOK ADD-ON" component.



9 REVERSIBILITY

Upon termination of the Rights of Use for the Telelogos SaaS, for any reason whatsoever, Telelogos agrees to delete the Customer's account, as well as the Data stored on the Telelogos server, within thirty (30) calendar days. At the Customer's request, Telelogos (i) will provide any certificate or document attesting to the deletion of the Customer's account and Data, and (ii) will transfer all Data to the Customer in a format to be agreed upon by the Parties, under reasonable technical conditions and, if applicable, subject to billing for specific data migration services, as specified in the Purchase Order or a Quote.



**APPENDIX TO THE TELELOGOS SAAS TERMS AND
CONDITIONS
- DATA PROCESSING AGREEMENT (DPA) -**

1. PURPOSE AND SCOPE

The purpose of this Data Processing Agreement (the “**Agreement**” or the “**DPA**”) is intended to define the conditions under which Telelogos processes, on behalf of the Customer, Personal Data in connection with the provision of Telelogos SaaS, as defined in Article 28 of Regulation (EU) 2016/679 of April 27, 2016 (the “**GDPR**”).

This Agreement forms an integral part of the Contract (Telelogos SaaS T&Cs, TS, Purchase Order, and, where applicable, other contractual documents) and, with respect to the processing of Personal Data, takes precedence over any conflicting provisions in the other contractual documents.

This Agreement applies exclusively to the processing of Personal Data carried out by Telelogos in its capacity as a Data Processor, as defined by applicable regulations, on behalf of the Customer in connection with the Telelogos SaaS. Processing carried out by Telelogos in its capacity as an independent Data Controller (customer management, billing, its own security logs, marketing, etc.) is not subject to this Agreement and is governed by Telelogos’ applicable information documentation. When, as part of the Support and Maintenance Services, Telelogos accesses Personal Data hosted on the Customer’s systems, such processing is also governed by this Agreement.

2. ROLES OF THE PARTIES

The Customer is the Data Controller for the Personal Data it collects, transmits, and processes via the Telelogos SaaS, as defined in Article 4.7 of the GDPR. Telelogos acts as the Customer’s data processor, as defined in Article 4.8 and Article 28 of the GDPR, solely for the purposes described in this Agreement. Each Party remains responsible, as an independent Data Controller, for the processing of Personal Data that it performs for its own purposes (management of the contractual relationship, accounting, security of its information system, etc.).

3. DESCRIPTION OF PROCESSING ACTIVITIES

3.1 Purpose of Processing: Telelogos processes the Customer’s Personal Data in order to provide, operate, secure, maintain, and administer the Telelogos SaaS, as well as to provide the associated Support and Maintenance Services.

3.2 Duration of Processing

Processing is carried out for the entire duration of the Rights of Use for the Telelogos SaaS, and thereafter for the period strictly necessary:

- to ensure the reversibility described in Article 9 of the Telelogos SaaS Terms and Conditions;
- to comply with Telelogos’ legal retention obligations (evidence, accounting, security).

3.3 Nature of Processing Operations

The operations performed by Telelogos include, in particular:

- indirect collection, receipt, recording, and hosting of Data;
- organization, structuring, retention, and backup;
- access, use, and transmission to authorized subsequent processors;
- deletion or destruction, anonymization, or return to the Customer upon termination of the contract.

3.4 Purposes of Processing

The purposes are as follows:

- provision of the Telelogos SaaS in accordance with the Contract;
- technical and operational management of the service (authentication, configuration, technical logs, monitoring);
- support and maintenance (incident diagnosis, patches, assistance);
- service security (anomaly detection, prevention of unauthorized access, traceability);
- generation of aggregated and anonymized usage statistics for the purpose of improving Telelogos’ services.

3.5 Types of Personal Data Processed

The categories of data processed depend on the Customer’s use of the SaaS and may include, in particular:

- identification and contact information for authorized users (last name, first name, username, work email address, job title);
- login and logging data (application logs, IP addresses, timestamps, actions performed within the SaaS);
- content and business data managed via the Telelogos SaaS (for example: digital signage content, internal communication data, room reservation data, equipment data, etc.), as determined by the Customer;
- where applicable, any other Personal Data that the Customer decides to process via the Telelogos SaaS.



The Customer agrees not to process, via the Telelogos SaaS, special categories of data as defined in Article 9 of the GDPR (health data, biometric data, etc.) or data relating to criminal offenses, unless Telelogos has given prior written consent and specific safeguards have been put in place.

3.6 Categories of Data Subjects

Depending on the use case, data subjects may include:

- the Customer's employees, staff members, service providers, and corporate officers;
- end users of equipment managed via the SaaS;
- any other person whose data is entered by the Customer into the Telelogos SaaS.

The Customer remains solely responsible for determining the categories of data subjects and the lawfulness of its processing activities.

4. CUSTOMER'S INSTRUCTIONS

Telelogos processes personal data only on the basis of documented instructions from the Customer, as set forth in the Contract, in this Agreement, and, where applicable, in the Customer's written requests (including by email or via the support portal), unless Telelogos is required to do so by Union law or the law of a Member State. In the latter case, Telelogos shall inform the Customer of this legal obligation prior to processing, unless the relevant law prohibits such notification for compelling reasons of public interest. The Customer warrants that its instructions comply with the GDPR and applicable regulations. In the event of an instruction that Telelogos considers manifestly unlawful or likely to expose it to a manifest legal risk, Telelogos shall promptly notify the Customer and may suspend the execution of the instruction in question until the Customer confirms, modifies, or withdraws it.

5. CONFIDENTIALITY

Telelogos ensures that persons authorized to process Personal Data on its behalf (employees, contractors, subprocessors) agree to maintain confidentiality or are subject to an appropriate legal obligation of confidentiality.

Telelogos undertakes not to disclose the Data to unauthorized third parties, except:

- upon the Customer's instruction;
- when required to do so by law or regulation;
- or when such disclosure is necessary to defend its legal rights, provided that the Customer is notified to the extent permitted.

6. DATA SECURITY

Telelogos implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the processing, as well as the risks—including their likelihood and severity—to the rights and freedoms of natural persons. These measures include, as appropriate :

- pseudonymization and encryption of personal data;
- measures to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- measures to restore the availability of and access to data within an appropriate timeframe in the event of a physical or technical incident;
- a procedure to regularly test, analyze, and evaluate the effectiveness of technical and organizational measures.

Telelogos documents these measures in its Information Systems Security Policy (ISSP) and makes available to the Customer, upon reasonable request, a summary of these measures or, where applicable, supporting documentation (audit reports, certificates, etc.) demonstrating an appropriate level of security. The Customer is informed that it is also responsible for implementing appropriate security measures to protect its own systems and access to the SaaS (access management, passwords, MFA, workstation security, etc.), as well as for configuring the service in accordance with its needs and security policy.

7. SUBCONTRACTORS

The Customer generally authorizes Telelogos to engage subsequent subcontractors (hosting providers, managed services providers, backup service providers, etc.) to perform all or part of the Processing of Personal Data necessary for the provision of the Telelogos SaaS. Telelogos undertakes to :

- engage only sub-processors that provide suitable safeguards regarding the implementation of appropriate technical and organizational measures;
- impose on these subprocessors data protection obligations at least equivalent to those set forth in this Agreement;
- remain liable to the Customer for the performance by such subprocessors of their data protection obligations.

Telelogos maintains an up-to-date list of subprocessors involved in the provision of the



Telelogos SaaS, which is made available to the Customer upon reasonable request or via its Website. Telelogos shall notify the Customer of any significant addition or replacement of a subprocessor by any appropriate means and shall offer the Customer the opportunity to raise reasoned objections within a reasonable timeframe. In the event of a well-founded and persistent objection, the Parties shall seek an alternative solution in good faith; failing that, the Customer may, as a last resort, terminate the relevant service under the terms set forth in the Contract.

8. CUSTOMER SUPPORT

Given the nature of the Processing and to the extent possible, Telelogos shall assist the Customer, through appropriate technical and organizational measures, in fulfilling its obligation to respond to requests from data subjects to exercise their rights (right of access, rectification, erasure, objection, restriction, portability, etc.).

In the event that a data subject submits a request directly to Telelogos regarding the exercise of their rights, Telelogos will forward this request to the Customer without undue delay and will refrain from responding to it, unless otherwise instructed by the Customer or required by law.

Telelogos shall provide reasonable assistance to the Customer in:

- conducting data protection impact assessments (DPIAs) when required;
- consulting the supervisory authority in advance, where applicable;
- implementing appropriate security measures.

Assistance services that go beyond the standard scope of the Contract may be billed based on a quote previously accepted by the Customer.

9. PERSONAL DATA BREACH

Telelogos shall notify the Customer, as soon as possible after becoming aware of it, of any personal data breach affecting the Data processed on behalf of the Customer, as defined in Article 4.12 of the GDPR. This notification shall be accompanied, to the extent possible, by any relevant information enabling the Customer to:

- assess the likely consequences of the breach;
- comply, where applicable, with its obligation to notify the competent supervisory authority and, if necessary, the data subjects.

Telelogos shall cooperate with the Customer and implement, without undue delay, reasonable

corrective measures to limit the effects of the breach and prevent its recurrence.

Exceptional remediation costs that exceed the normal scope of Telelogos's obligations under the Contract may be subject to separate billing, subject to the Customer's prior consent, unless the breach results from a demonstrated failure by Telelogos to meet its security obligations.

10. AUDITS

The Customer is entitled to verify, either directly or through an independent auditor bound by confidentiality, Telelogos' compliance with the obligations set forth in this Agreement.

Any audit :

- must be limited to one audit per year, except in the event of a major security incident or an order from a regulatory authority;
- must be conducted during business hours, with at least thirty (30) days' written notice;
- must not unreasonably disrupt Telelogos's operations or compromise the security or confidentiality of Telelogos' other Customers.

Unless otherwise agreed, the costs of the audit shall be borne by the Customer. In the event of a serious and proven breach by Telelogos of its obligations under this Agreement, Telelogos may bear all or part of the reasonable costs of the audit, up to a maximum amount to be agreed upon by the Parties.

11. DATA TRANSFERS OUTSIDE THE EUROPEAN ECONOMIC AREA

Telelogos agrees not to transfer Personal Data processed on behalf of the Customer to a country outside the European Economic Area or to an international organization, except:

- if such transfer is covered by an adequacy decision of the European Commission; or
- if appropriate safeguards are in place (standard contractual clauses, binding corporate rules, etc.) and the data subjects have enforceable rights and effective remedies.

Telelogos shall inform the Customer, upon reasonable request, of any proposed transfers and the safeguards implemented.

12. DISPOSAL OF DATA UPON TERMINATION OF THE AGREEMENT

Upon expiration of the Rights of Use for Telelogos SaaS or in the event of termination of the Agreement, Telelogos shall apply the reversibility provisions set forth in Article 9 of the Telelogos SaaS Terms and Conditions:



- deletion of the Customer's account and Data within the specified timeframes;
- return of the Data to the Customer, upon request, in a commonly used standard format, under reasonable technical conditions.

Subject to any legal retention obligations that may apply to Telelogos (e.g., accounting or evidentiary obligations), Telelogos deletes or anonymizes any remaining copies of the Data in its production and backup systems, in accordance with its internal retention policies.

13. DOCUMENTATION AND COMPLIANCE

Telelogos shall make available to the Customer, upon reasonable request, all information necessary to demonstrate compliance with the obligations set forth in this Agreement and to enable audits to be conducted in accordance with the terms of Article 10. Telelogos maintains up-to-date internal documentation regarding its security measures, its subprocessors, and, where applicable, the risk assessments conducted for the Telelogos SaaS, in accordance with the principles of accountability.

14. MISCELLANEOUS

This Agreement is governed by the same law as the Contract and is subject to the jurisdiction of the same courts as those stipulated in the Contract. In the event of any conflict between the provisions of this Agreement and those of other contractual documents, the provisions of this Agreement shall prevail with respect to the Processing of Personal Data.

