

General and Special Terms and Conditions of Sale

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KIZEO FORMS APPLICATION SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS

1. PREAMBLE

KIZEO develops and publishes a range of application products marketed as services ("SaaS"), intended in particular for capturing information in mobile situations and for the dematerialisation of forms, for professional users. Having reviewed their features and satisfied itself that the application service is suited to its needs and IT infrastructure, the Customer wished to order the application service under the terms described in the Agreement. In the case of an online order, the creation of its account by the Customer implies unreserved acceptance of the General Terms and Conditions. Where Special Terms and Conditions are entered into between KIZEO and the Customer, the Customer's approval of the Special Terms and Conditions entails unreserved acceptance of these General Terms and Conditions.

2. DEFINITIONS

Capitalised terms used in the Agreement, in the singular or plural, shall have the meaning given below.

Subscription: means a subscription to the Service for one User.

Administrator: means the person(s) under the responsibility of the Customer (agent, employee, representative, etc.) who are in charge of creating forms, administering Users and managing the Customer's Databases. The Administrator does not need to take out a User Subscription unless he/she enters Data.

Anomaly: means a reproducible malfunction resulting in degraded performance, unavailability or functional non-conformity of the Service, which is not attributable to a modification or misuse by the Customer or to any third-party element or event whatsoever beyond KIZEO's control.

Purchase Order: means, where applicable, the document sent by the Customer to KIZEO to confirm its order of Subscriptions. The Purchase Order must contain mandatory information (order number, number of Subscriptions, activation dates) which must strictly comply with the provisions of the Special Terms and Conditions. In the event of any conflict, the provisions of the Special Terms and Conditions prevail over the Purchase Order.

Customer: means the customer, a legal entity acting in a professional capacity, which orders the Service in accordance with the provisions of the Agreement. The Customer is identified in the Special Terms and Conditions.

Account: means the Customer's account, created by the Customer under the validated Agreement and managed by the Administrator it appoints internally.

General Terms and Conditions: means these general terms and conditions, which apply to the Service in all cases, and their appendices.

Special Terms and Conditions: means the special terms and conditions setting out, where applicable, the customised details of the Service and the ancillary services agreed between KIZEO and the Customer.

Agreement: means the General Terms and Conditions and, where applicable, the Special Terms and Conditions.

Documentation: means the user documentation for the Service, available at www.kizeo-forms.com.

Data: means all data, information, messages, annotations, comments and content uploaded and processed by the Customer's Users through the features of the Service.

Personal Data: means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Enhancement: means the functional evolution of the Service, as carried out by KIZEO at its discretion.

Credentials: means a User's access codes (login / company code / password) chosen by the User when registering for the Service.

Administration Interface: means the interface forming part of the Service made available to Administrators.

Parties: means KIZEO and the Customer signatory to the Special Terms and Conditions.

Service: means the application service specified in the Special Terms and Conditions, published and marketed by

KIZEO. The Service, provided in SaaS mode, comprises (i) a mobile application, (ii) a web application and (iii) the hosting infrastructure, as well as (iv) maintenance. The applications are software developed by KIZEO and remain its exclusive property.

Users: means any person designated by the Customer who holds a Kizeo user licence within said Customer's Account.

3. PURPOSE

The purpose of the Agreement is to set out the terms and conditions under which the Customer uses the Service. The Service includes the hosting of the Service and of the Data on the infrastructure (servers) of KIZEO or of its hosting subcontractor, and the maintenance of the Service as set out below.

These General Terms and Conditions govern the Special Terms and Conditions, save for any express derogations set out in the Special Terms and Conditions. The Agreement constitutes the entire agreement between the Parties and excludes any oral agreement or document previously exchanged, as well as the Customer's purchasing conditions. Any connection to the Service necessarily entails acceptance hereof.

4. CONTRACTUAL DOCUMENTS

The contractual documents are, in decreasing order of priority:

1. Where applicable, the Special Terms and Conditions approved by the Customer and registered by KIZEO;
2. These General Terms and their appendices:
   - Description of the Service
   - Service Levels
   - Security of the Service
   - Personal data protection
3. Where applicable, the Customer's Purchase Order.

In the event of any conflict, the higher-ranking document prevails. KIZEO may amend these General Terms and Conditions or their appendices. The new General Terms and Conditions are published on KIZEO's website and/or sent to the Customer. The Customer may either continue to use the Service under the new terms, or terminate the Agreement without compensation by sending written notice to that effect and observing a notice period of one (1) month.

5. TERM

The Agreement comes into force on the activation date of the Customer's Account, for the firm and irrevocable initial term set out in the Special Terms and Conditions (monthly or annual Subscription). At the end of the agreed initial period, the Agreement ends upon expiry of the last Subscription in progress.

6. CONFIGURATION

It is the Customer's responsibility to ensure, at its own risk, that its IT environment and mobile devices are compatible with the Service. The Service may only be used on a configuration meeting KIZEO's prerequisites as indicated on its website. If the Customer modifies the initial configuration in a way that does not meet the prerequisites indicated by KIZEO, KIZEO disclaims all liability for the operation or availability of the Service.

KIZEO does not provide adaptation or specific development services for the Service. The Customer may use the APIs and connectors offered by KIZEO to carry out, itself and under its own responsibility, the configuration or integration of the Service with its information system.

7. ORDER AND OPENING OF THE CUSTOMER ACCOUNT

The order of Subscriptions makes the Agreement binding. The order is placed (i) either directly by the Customer via the Administration Interface provided by KIZEO, (ii) or on the date KIZEO receives the Purchase Order sent by the Customer.

The Customer's Users access the Service via a remote connection from their devices, on which the Data and features of the Service are displayed. The Customer creates its Users' access in accordance with the procedure indicated by KIZEO, within the limit of the number of Users agreed in the Special Terms and Conditions. KIZEO tolerates access to the Service on a maximum of two mobile devices per User.

A Customer User is identified, when accessing the Service, by means of (i) the Credentials defined for each User by the Customer's Administrator and (ii) a company code provided to the Customer by KIZEO when its Account is opened. Credentials are personal and confidential. The Customer undertakes to do everything possible to keep its Credentials secret and not to disclose them in any form whatsoever. At each connection to the Service, the User enters his/her Credentials, including the company

code, which are strictly confidential. Any loss or theft of Credentials must be reported by the Customer without delay. In all cases, the Customer is solely responsible for access and actions carried out using the Credentials allocated to its Users or the company code allocated by KIZEO.

8. RIGHT TO USE THE APPLICATION SERVICE

8.1 Right to use the Service

The opening of the Account grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Service, in compliance with the Agreement, for the term thereof and any renewals, worldwide, in consideration for payment of the fee set out below. The Customer undertakes to use the Service in accordance with its intended purpose, its Documentation, the professional rules applicable to its activities and the provisions of the Agreement.

Use of the Service means accessing it and activating its features (including uploading the Customer's Data) by the Users designated by the Customer, for its professional needs, for the purpose of uploading and processing Data. Accordingly, any other use of the Service not authorised by KIZEO is prohibited. In this respect, the Customer shall refrain, and shall prohibit Users, in particular from (i) any access or attempted access to KIZEO's software or hosting infrastructure other than as strictly necessary for its normal use in accordance with the Agreement, (ii) any interfacing or integration with other services or software without KIZEO's prior authorisation, (iii) any dissemination, distribution or provision, free of charge or for a fee, of the Service to unauthorised users, the public or any third parties whatsoever, (iv) any reproduction, adaptation, modification, decompilation or dissemination of the Service, this list not being exhaustive.

8.2 Right to reproduce the Data

For the performance of the Agreement, the Customer expressly grants KIZEO a personal, non-assignable and non-transferable right to reproduce the Data on its hosting infrastructure for the sole purpose of performing the Service, to the exclusion of any other use, for the term of the Agreement and worldwide.

9. USAGE LIMITATIONS

9.1 General limitations

The Customer undertakes to upload and process via the Service only professional and strictly lawful Data. In particular, the Customer shall refrain, and shall prohibit Users, from uploading or processing any Data contrary to laws, regulations or public order, including any unlawful content and any infringement of privacy, of personal image rights, of third parties' personal data or of third parties' intellectual property rights (in particular by storing files obtained in breach of their authors' rights). The Customer is solely responsible for the Data uploaded, the processing, instructions and procedures it activates, their lawfulness, relevance and quality, as well as the results obtained. Finally, it undertakes not to use the Service in a manner contrary to the regulations applicable to its professional activities or to electronic communications, nor to assist in any such use. The Customer shall hold KIZEO harmless against any claim, proceedings or judgment relating to the Data entered by the Customer, for which it is solely responsible. KIZEO reserves the right to immediately suspend the Customer's access to the Service, without notice or compensation, in the event of use that does not comply with the Agreement, and more generally in the event of non-compliance with the stipulated limitations, prohibitions or number of Users.

9.2 Specific limitations

Certain features or options of the Service are subject to specific limitations, set out in the "Description of the Service" appendix, such as a maximum size or volume of Data, or a number of pushes, exports or requests per User. If these limits are exceeded, KIZEO disclaims all liability for any Anomaly or non-conformity of the Service, and reserves the right to suspend the Service or to invoice the Customer for any additional resources consumed as a result of the failure to comply with the stated limits. Furthermore, use of the Service requires the Customer's strict compliance with the acceptable use policy of the hosting subcontractor used by KIZEO, available at https://aws.amazon.com/fr/aup/.

10. AVAILABILITY

KIZEO provides the Customer with the memory space and processing capacity necessary to ensure proper use of the Service and satisfactory performance levels, subject to the technical maintenance windows of the Service and its hosting infrastructure. KIZEO endeavours to ensure that the Service is accessible 24 hours a day, 7 days a week. However, the

Customer is aware of the technical hazards inherent to the internet, and of the slowdowns and access interruptions that may result from them. In addition, the Customer is solely responsible for the effectiveness of its web connection and for the commitments of its electronic communications operator. Consequently, KIZEO cannot guarantee the continuity, accessibility or permanent availability of the Service, which is provided under a best-efforts obligation.

11. SECURITY

KIZEO or its hosting subcontractor implements security measures in line with the best standards in force against attacks on the integrity of the Data or attempts at fraudulent intrusion. It ensures the software and physical locking of the hosting infrastructure, as well as the logical partitions intended to segregate customers' Data. However, the Customer is solely responsible for securing its own IT system and web access, and in particular for implementing passwords, firewalls and antivirus software to protect its own system and mobile devices, as well as for its own security and access management policy.

12. MAINTENANCE

12.1 General principles

In the event of an Anomaly affecting the Service, the Customer reports it by telephone or email using the contact details indicated by KIZEO, which handles reports as soon as possible during business days and hours, within the time slots indicated in the "Service Levels" appendix. In its report, the Customer describes the circumstances of the malfunction observed and quotes its Agreement references. KIZEO diagnoses the Anomaly to determine whether it is a software or Service connection problem, or whether it is unrelated to the Service. If the cause of the malfunction is not attributable to KIZEO or its subcontractor, KIZEO cannot correct the Anomaly and disclaims all liability in this respect. Furthermore, the Customer acknowledges that the Service must be interrupted for software updates and technical maintenance of the infrastructure. KIZEO will favour the periods of lowest usage in order to minimise any resulting unavailability.

12.2 Maintenance of the Service

In the event of an Anomaly in the Service reported by the Customer using the contact details indicated by KIZEO, the latter uses its best efforts to correct it as soon as possible and/or to provide a workaround. Each intervention gives rise to a maintenance ticket at KIZEO, recording the time the report was acknowledged, the Customer's explanations and the corrections made, until the Anomaly is closed. In the event of a dispute, KIZEO's logs and records shall be authoritative.

12.3 Exclusions

In all cases, KIZEO cannot be held liable for any Anomaly, or for any failure to correct an Anomaly, relating to: (i) a hardware or software failure of one or more components of the Customer's IT system or network, including Users' mobile devices; (ii) the configuration of the Customer's IT environment or workstations; (iii) the Customer's refusal to cooperate with KIZEO in reporting or resolving Anomalies; (iv) use of the Service not in accordance with its intended purpose, its usage prerequisites or its Documentation, or exceeding the agreed metrics; (v) an incompatibility between the Service and new third-party hardware or software implemented by the Customer without KIZEO's prior validation; (vi) a failure of electronic communications networks, or a slowdown or congestion of the internet or of the Customer's network; (vii) contamination of the Customer's IT system by a computer virus; (viii) a fraudulent intrusion into the Customer's IT system; (ix) intervention by a third party on the Service not authorised by KIZEO, (x) any exceeding of the technical limits of the Service, in particular when sending Data, and more generally (xi) any deliberate act of damage, malice or sabotage, as well as any case of force majeure.

12.4 Enhancement of the Service

Enhancement of the Service comprises (i) technical updates and (ii) new functional versions of the Service, decided and deployed at KIZEO's discretion. Enhancement is included in the Subscription fee. The Customer may not object to an upgrade of the Service, given the centralised SaaS nature of the Service. Insofar as it hosts or has the Service hosted, KIZEO updates and installs new versions of the Service directly on the hosting infrastructure, endeavouring to maintain features and performance and to minimise any resulting unavailability. Enhancement of the Service does not include any specific functional requests that the Customer may wish to make for its own use.

12.5 Technical assistance

KIZEO may provide usage assistance solely to the Administrator appointed internally by the Customer, during the hours and via the contact details indicated in the "Service Levels" appendix.

13. FINANCIAL TERMS

13.1 Periodic Subscription fee for the Service

The Subscription fee for the Service includes (i) the right to use the Service in proportion to the number of Subscriptions purchased by the Customer (one Subscription per User, whether or not that Subscription is used), and (ii) the hosting and maintenance of the Service as set out above. The amount and frequency of the fee are set out in the Special Terms and Conditions or via the Customer's Kizeo Forms customer area. The fees are due in all cases, whether or not the Customer uses the Subscriptions ordered.

The amount of the periodic fee is determined by applying the metric referred to in the Special Terms and Conditions (e.g. number of Users, number of devices per User, volume of Data, etc.). If KIZEO detects on its system that a metric has been exceeded or not complied with, KIZEO notifies the Customer of the non-compliant use. Where applicable, KIZEO reserves the right to increase the current Service fee accordingly for the remainder of the term of the Agreement or, in the event of a dispute, to suspend the Service, without prejudice to its right to terminate for breach by the Customer as set out in the "Termination" article.

The Customer's number of Users is defined for the term of the Agreement. However, the Customer may increase its number of Users by ordering the corresponding Subscriptions via the Administration Interface, KIZEO adjusting the amount of the fee pro rata from the opening of the additional Subscriptions. The Customer may only reduce its number of Users upon renewal of the Agreement, KIZEO adjusting the amount of the fee for the new annual period.

13.2 Invoicing and payments

All prices and fees are exclusive of tax and are subject to the applicable taxes (including VAT). The Customer pays for the Subscriptions to the Service that it takes out. KIZEO's invoices are net and without discount. Invoices are sent electronically and are payable in cash upon ordering (unless otherwise provided in the Special Terms and Conditions).

13.3 Payment default

Any failure to pay an invoice when due shall, where applicable, give rise to a notification to the Customer. In the absence of a duly substantiated response within fifteen (15) days, KIZEO reserves the right to suspend the Service, and to terminate the Agreement after a formal notice to pay sent by KIZEO to the Customer by registered letter with acknowledgement of receipt has remained unsuccessful for a further fifteen (15) days, any previous payment remaining the property of KIZEO and any payment due becoming immediately payable through acceleration.

In all cases, any late payment by the Customer shall entail the application of (i) the statutory fixed indemnity for recovery costs, in accordance with article L.441-10 of the French Commercial Code; (ii) any additional costs required for KIZEO to recover its debt and (iii) non-discharging late-payment interest at a rate equal to three (3) times the legal interest rate in force, calculated on a daily basis from the first day of delay after the due date of the invoice until the day of actual payment.

14. INTELLECTUAL PROPERTY

14.1 Ownership of the Parties

KIZEO is and remains the sole owner of all rights relating to the Service, including ownership of the applications and software making up the Service, and of the interface including the visuals, images or graphic creations it contains, as well as its trademark and logo, and its own IT system. The right to use the Service granted to the Customer shall not have the effect of transferring any intellectual property right whatsoever over all or part of the Service, other than those strictly necessary for the use of the Service for the sole term of the Agreement and set out above.

The Customer is and remains the sole owner of the Data, of its own trademarks and logos, of its own IT system and, more generally, of any element communicated to KIZEO under the Agreement, which KIZEO shall not reproduce, transfer or reuse for any other purpose whatsoever or for any other customer. However, the Customer acknowledges that KIZEO may transfer its Data to any judicial or administrative authority that validly requests it.

14.2 Non-infringement

KIZEO warrants that it holds all the intellectual property rights enabling it to provide the Service to the Customer. Accordingly, KIZEO agrees to defend and indemnify the Customer for damages relating to claims, proceedings or judgments brought by a third party alleging that all or part of the Service infringes a copyright, provided that the Customer immediately notifies it in writing of the existence of the proceedings, requests its defence, gives it full cooperation in said defence and does not settle without first obtaining KIZEO's written consent. Where KIZEO acknowledges that the component is infringing, it may, at its option and expense: (i) modify the component concerned so that the Service is no longer infringing, (ii) replace the disputed component with a non-infringing component with broadly equivalent functionality or superior performance, (iii) obtain the rights of use so that the Customer may continue to operate the Service in accordance with the terms of its contract.

This warranty does not apply to open source components that may be integrated into or used within the Service. Nor does it apply in any of the cases of exclusion of maintenance and liability set out in the Agreement.

For its part, the Customer provides KIZEO with a warranty of lawfulness and non-infringement regarding the Data uploaded and processed via the Service, and holds KIZEO harmless against any claim or judgment pursued by a third party based on its intellectual property rights or an act of unfair competition, or more generally against any proceedings or judgment relating to the unlawful nature of the Data, including all damages and miscellaneous costs.

15. CONFIDENTIALITY

The Customer's Data (including Personal Data relating to its staff), information relating to its business, the specifications of KIZEO's Service and the KIZEO applications making up the Service constitute strictly confidential information for the Parties. Each Party undertakes to (i) keep secret all information it receives from the other Party; (ii) not disclose the other Party's confidential information to any third party, except in the event of a judicial request; and (iii) use the other Party's confidential information solely for the purpose of performing its obligations under the Agreement. The Parties' obligations with respect to confidential information shall remain in force throughout the term of the Agreement and, after its expiry, for as long as the information concerned remains confidential for the disclosing Party.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information which (i) has fallen or falls into the public domain through no fault of the receiving Party, (ii) is independently developed by the receiving Party, (iii) was known to the receiving Party before being disclosed to it by the other Party, (iv) is lawfully received from a third party not bound by a confidentiality obligation, or (v) must be disclosed by law or by court order (in which case it shall be disclosed only to the extent required and after giving written notice to the Party that provided it).

16. PERSONAL DATA

Within the meaning of the applicable regulations (including the European General Data Protection Regulation no. 2016/679 and applicable French legislation), the Customer is the "controller" of the processing carried out on any personal data via the Service (in particular any entry of personal data in forms or other Data uploaded or generated by Users via the Service), and KIZEO is its "processor".

It is solely the Customer's responsibility to determine the categories of personal data contained in the Data uploaded to the Service, the purposes it pursues, the retention period of said personal data, and the legal basis or bases authorising their collection and processing. It is recalled that collecting personal data from third parties requires a legal basis determined in accordance with the regulations, and prior information of the data subjects, or even obtaining their prior and informed consent. The data are stored in the system until (i) the end of the Agreement at the latest, subject to retention by KIZEO for the purpose of evidencing its obligations and compliance with statutory limitation periods, or (ii) until the Customer receives a request from the data subject to delete the personal data and instructs KIZEO to delete them.

With regard to the security and confidentiality of personal data, KIZEO undertakes to (i) keep the personal data strictly confidential, (ii)

implement appropriate organisational, physical and technical security measures to protect the personal data within the Service, (iii) process personal data only for the purposes set out above or on the Customer's express instructions, and (iv) establish, maintain and provide on first request a description of the measures implemented within the Service to protect personal data. In addition, KIZEO undertakes to (i) assist and cooperate with the Customer, in particular in the event of a data protection impact assessment or a request from the supervisory authority, (ii) implement and maintain a procedure for reporting security breaches or unauthorised access to data, leading to the Customer and, where applicable, the natural person concerned being alerted as soon as possible, (iii) modify or delete, at the request of the Customer or of a data subject, any personal data when the latter exercises the rights granted to him/her under the aforementioned regulations, and (iv) cooperate with the personal data protection authority in coordination with the Customer. The "Personal data protection" appendix describes the scope of KIZEO's commitments regarding the protection of the Customer's personal data.

17. LIABILITY

Since the Customer has reviewed the features of the Service and satisfied itself that they meet its needs, KIZEO is not responsible for the suitability of the Service for the Customer's particular needs. KIZEO is responsible for the conformity of the Service with its Documentation, its proper operation and its availability under a best-efforts obligation, given the Customer's direct operation of the Service's features and the SaaS nature of the Service. The Service is provided as it stands on the date of the order, together with hosting and maintenance services. Except where prohibited by law or to the extent that statutory rights cannot be excluded, limited or waived, KIZEO, its partners and subcontractors give no warranty, whether express, implied, statutory or otherwise, relating to the Service or to content provided by third parties, and exclude all warranties (i) express or implied, of merchantability, satisfactory quality, fitness for a particular need or purpose, non-infringement or quiet enjoyment, other than those expressly set out in the Agreement, (ii) arising from the ordinary course of business or trade usage, (iii) that the Service will operate without interruption or Anomaly, or (iv) that the Data cannot be damaged or lost.

The Customer is solely responsible for the Data it uploads and processes via the Service, and in particular for their lawfulness and technical harmlessness. In this respect, it guarantees and holds KIZEO harmless against any claim brought by any third party relating to any damage that may be caused to KIZEO or its hosting subcontractor by the Customer's Data or the use of the Service by its Users. The Customer is responsible for its own IT infrastructure and in particular for securing its network.

Each Party is liable for the consequences of its own faults, errors or omissions, as well as those of its subcontractors, if any, causing direct damage to the other Party, in accordance with ordinary law. However, as expressly agreed between the Parties, KIZEO's liability in the event of breach of its obligations, proven by the Customer, is limited to an amount equal to the amount actually received by KIZEO for the current month at the time the damaging event occurs. In any event, KIZEO shall under no circumstances be liable for any indirect or unforeseeable loss or damage of the Customer or of third parties (such as loss, inaccuracy or corruption of data, economic or financial loss, action by an employee or third party against the Customer, loss of opportunity, loss of image, operating loss, loss of customers or prospects, loss of profit, cost of procuring a substitute service, investments or expenses incurred in connection with the Agreement, etc.). Furthermore, each Party is responsible for taking out the insurance policies necessary for its business and products. The above limit forms part of the economic balance of the Agreement, as the Customer acknowledges. Finally, the Customer waives any claim against KIZEO beyond a period of one (1) year after the occurrence of a damaging event.

It is recalled that KIZEO's contractual liability cannot be incurred if damage occurs as a result of a breach of the usage limitations of the Service or in any of the cases of exclusion set out in article 12.3 above. In particular, if the Customer fails to comply with its commitments, notably regarding usage limits and the lawfulness of its Data, KIZEO may invoice the Customer for the consequences suffered by KIZEO and/or its other customers in the event of an impact on the Service caused by the Customer's Data or use.

In any event, neither Party may be held liable for a failure to perform its

obligations under the Agreement if such failure results in particular from a government decision, including any withdrawal or suspension of authorisations of any kind, a total or partial strike, fire, flood, natural disaster, terrorist attack, state of war, total or partial interruption or blocking of telecommunications or electricity networks, an act of computer hacking, a pandemic, lockdown or public health emergency, or more generally any event having the characteristics of force majeure as defined by case law. The Party affected by the force majeure event must inform the other Party without delay of its inability to perform its obligation. The suspension of obligations or the delay shall under no circumstances give rise to liability for non-performance of the obligation concerned, nor to the payment of damages or late-payment penalties.

18. TERMINATION

18.1 Termination events

Apart from non-renewal of the Agreement by the Customer at the end of each contractual period, there is no termination for convenience during a contractual period.

Furthermore, in the event of a breach by either Party of any of its obligations under the Agreement which is not remedied within thirty (30) calendar days of a formal notice sent by registered letter with acknowledgement of receipt specifying the breach concerned (namely (i) a serious breach by KIZEO in providing a Service compliant with its Documentation, (ii) a serious and persistent breach of its Data security or confidentiality commitments, (iii) a breach by the Customer of its payment obligation, (iv) a breach by the Customer of its duty to cooperate or (v) failure by the Customer to comply with a limitation or prohibition on use of the Service (including those set out in articles 8 and 9), or with the metrics and terms of use agreed in the Agreement), the other Party may terminate the Agreement, without prejudice to any damages to which it may be entitled. Where applicable, the Parties shall implement the reversibility agreed below.

In addition, KIZEO may terminate the Agreement by operation of law on one (1) month's notice if its hosting subcontractor terminates or modifies its own hosting service so as to make it incompatible with the Service provided to the Customer. Furthermore, KIZEO may terminate the Agreement by operation of law without prior notice if the Customer or a User in any way undermines the integrity of the Service or the brand image of KIZEO or its products, or in the event of an infringement of its intellectual property rights.

Finally, each Party is also entitled to terminate the Agreement, without incurring any liability towards the other Party, by simple written notice to the latter's address, in the following cases: (i) the opening of receivership or judicial liquidation proceedings against the other Party or any court decision having an equivalent effect and, in the cases provided for by law, after silence or refusal by the administrator or liquidator to opt for the continuation of the Agreement; (ii) cessation of the other Party's business for any reason whatsoever.

18.2 Consequences of termination

Upon expiry of the Agreement, or in the event of termination for any reason whatsoever, the Service is no longer accessible to the Customer's Users and their Credentials are deactivated. However, for a period of three (3) months from the end of the Agreement, KIZEO allows the Customer to retrieve a copy of all its Data in a standard format, in its latest state as at the date of the request. At the end of this period, KIZEO destroys all copies on its servers after informing the Customer. As this is a SaaS Service, no other task is included in the standard reversibility. The Customer may, however, order a reversibility assistance service on the basis of an accepted quotation, for the costs and durations specified in the quotation.

19. MISCELLANEOUS

19.1 Assignment

Each Party shall refrain from assigning the Agreement to a third party (including by contribution of assets, sale of business, merger, absorption, change of control, etc.) without the express consent of the other Party.

19.2 Subcontracting

KIZEO may freely subcontract the services set out herein, of which it will inform the Customer. KIZEO remains responsible for the subcontracted services and for its subcontractor's compliance with the obligations herein, in particular the confidentiality of the Data.

19.3 Non-solicitation

The Customer waives the right to hire or engage, directly or through an intermediary, any employee or subcontractor of KIZEO, without the latter's express prior consent. This waiver is valid for

the entire term of the Agreement and for the twenty-four (24) months following its termination. Failing this, the Customer shall owe KIZEO an amount equal to the gross remuneration paid to the employee for the 24 months preceding his/her departure from KIZEO.

19.4 Reference

The Customer expressly authorises KIZEO to cite its trademark and logo when promoting its Services, in all KIZEO promotional documentation, online and offline.

19.5 Severability

Should one or more provisions be held null, unenforceable or invalid by any competent court, the other provisions hereof shall remain valid, applicable and enforceable unless otherwise ordered by said court. The Parties nevertheless agree that, in such a case, they will negotiate in good faith replacement provisions that are (i) valid, applicable and enforceable and (ii) consistent with the Parties' original intention.

19.6 Force majeure

In the event of force majeure as defined in article 17, the Parties' obligations shall be suspended for the duration of such cause. Initially, cases of force majeure shall suspend the performance of the Agreement. If the force majeure event continues for more than three (3) months, this Agreement shall be terminated upon written notice sent by either Party, unless otherwise agreed between the Parties.

19.7 Evidence

In the event of a dispute, KIZEO may validly prove the actions of the Customer and Users by means of the connection and transmission logs recorded by KIZEO or its subcontractor, which alone shall be authoritative, in particular as to the date, nature and content of the Data and processing, as the Customer acknowledges.

19.8 No waiver

The fact that either Party does not rely on a commitment by the other Party to any of the obligations referred to herein shall not be construed as a waiver of the obligation in question for the future.

19.9 Address for service

For the performance hereof and any consequences thereof, the Parties elect domicile at their respective registered offices, namely (i) for KIZEO, SAS Kizeo, Hamadryade Bldg 2, 55 Allée Camille Claudel, BP 61252, 84911 AVIGNON Cedex 09, and (ii) for the Customer, at the address it provides when placing its order. Any change of registered office or address of either Party shall only be enforceable against the other Party eight calendar days after having been duly notified to it.

19.10 Communications

Information relating to KIZEO Services, as well as its alerts and notifications including payment reminders, is sent to the email address associated with the Customer's Account, entered when its Account was created and modifiable by the Customer in its administration interface. The Customer guarantees the accuracy and currency of its information and contact details throughout the term of the Agreement. It is solely responsible for keeping its Account information up to date and for permanently appointing an Administrator within its organisation; consequently, KIZEO cannot be held liable for any consequences of incorrect information provided by the Customer, in particular in the event of failure to deliver any information whatsoever (end of Subscription, maintenance, late payment, security alert, formal notice).

19.11 Ethics and anti-corruption

The Provider represents and warrants to the Customer:
(i) that neither it, nor any of its directors, officers or employees, has engaged or will at any time engage in any practice or conduct that would constitute an offence under applicable laws and regulations on anti-corruption and influence peddling, anti-money laundering laws and regulations, and competition laws and regulations;

(ii) that no part of its remuneration, reimbursements or any other benefit received has been or will be, directly or indirectly, promised, offered or granted with a view to influencing an official act or securing an undue advantage for the benefit of a third party;

(iii) that it has not accepted, solicited, offered, paid or conferred, or promised to pay or confer, directly or indirectly, and undertakes not to accept, solicit, offer, pay or confer, or promise to pay or confer, directly or indirectly, any undue benefit or advantage of any kind whatsoever to or from a third party.

19.12 Disputes

With a view to jointly finding a solution to any dispute arising in the performance of the Agreement and its GTCS, the Parties agree to meet by any means within 15 days of receipt of a registered letter with acknowledgement of receipt sent by either Party giving notice of the dispute.

If, at the end of a further period of 15 days, the Parties fail to reach an agreement resolving the dispute, each Party shall be free to assert its rights by any legal means of its choice.

19.13 Governing law and jurisdiction

The Agreement is governed by French law. ANY DISPUTE RELATING TO THE SERVICE THAT IS NOT RESOLVED AMICABLY BETWEEN KIZEO AND THE CUSTOMER SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF AVIGNON.

SAS Kizeo - Hamadryade Bldg 2, 2nd floor - 55 Allée Camille Claudel - BP 61252 - 84911 AVIGNON Cedex 09 contact@kizeo.com
RCS Avignon 537845836 - EU VAT No. FR41 537845836

GENERAL TERMS AND CONDITIONS OF SALE
APPENDIX

APPENDIX 1 – DESCRIPTION OF THE SERVICE

1. SERVICE

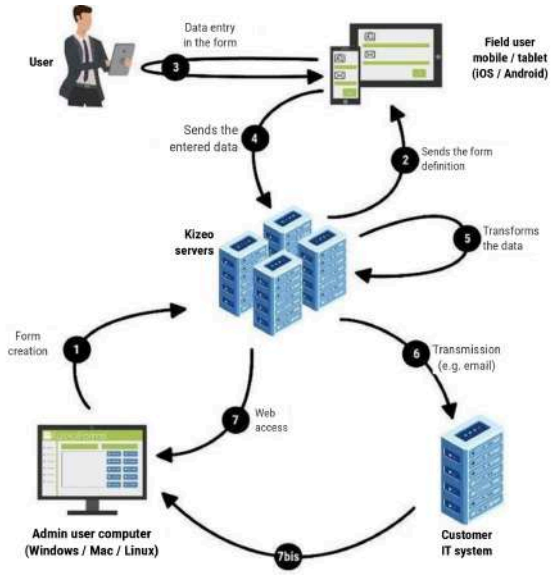
Kizeo Forms refers to the combination of the mobile application and the web application developed by KIZEO. The Kizeo Forms Application allows data to be captured in mobile situations. Custom forms are created from the customer administration interface (web platform) with complete autonomy.

The web platform allows both the creation and configuration of forms and the export of all Data, whether or not in the form of a report, in the format of one's choice. The front office allows Users to enter Data in the forms created and configured by the Administrator. The account Administrator(s) have full rights, both for forms and for the export of Data. The options for structuring a customer account via the web platform are shown below.

1.1 Tutorials

https://www.kizeo-forms.com/fr/tutoriels/ (available in 3 languages: French, English and Spanish)

1.2 Functional diagram



2. BETA VERSION OF THE SERVICE OR ENHANCEMENT

Beta Version: means a pre-release version of the Service or of an Enhancement of the Service prior to its commercial release. It is a trial version for volunteer beta testers, whose purpose is to identify any Anomalies in the day-to-day use of the future Service or of its Enhancement so that KIZEO can make all necessary corrections through releases before the final version goes into production. It also makes it possible to gather opinions and comments on all the characteristics of the Service or its Enhancement. A beta version of the Service or of an Enhancement is not covered by any warranty or service level (in particular Anomaly correction times, security or availability).

Beta testers: Users called upon, on a voluntary basis, to test a new Service or an Enhancement. There are two types of beta testers: open (or public) and closed (or private). In the first case, any individual may be asked to test the Service or the Enhancement in Beta Version. In the second case, only people selected in advance by KIZEO may take part in the tests. The Beta tester is responsible for providing any feedback whatsoever on the Service or the Enhancement tested (comment, alert, Anomaly report, suggestion for improvement, etc.). KIZEO remains the sole owner of any Enhancement, improvement or modification of the Service whatsoever resulting from the observations of Users in Beta Test.

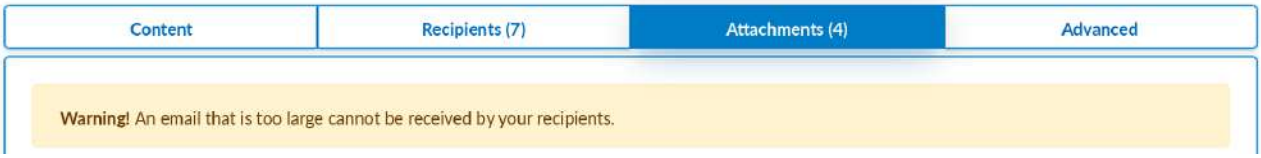
Use of a Beta Version: KIZEO may offer certain services as a closed or open Beta Version for testing and evaluation purposes. In such case, KIZEO shall have full authority to determine at its discretion the duration of the testing and evaluation period of a Beta Version. KIZEO shall be the sole judge of the success of these tests and shall alone decide on any commercial release of a Beta Version. The Customer has no obligation to subscribe to a Beta Version, and KIZEO reserves the right to modify or discontinue, at any time, temporarily or permanently, all or part of a Beta Version, with or without notice. In any event, a Customer who agrees to use a Beta Version accepts that KIZEO shall not be liable, to it or to any third party, for any damage whatsoever, direct or indirect, that may be caused by the modification, removal or interruption of a Beta Version, or by any Anomaly in the Beta Version, for any reason whatsoever. The Customer therefore releases KIZEO from all liability whatsoever, bears alone the consequences of any malfunction or discontinuation of the Beta Version, and informs its Users accordingly.

3. SPECIFIC USAGE LIMITS

3.1 Email scenarios

There are two types of limits for email scenarios; they mainly concern the delivery of these emails to their recipients.

The Kizeo Forms limit is 50 MB for any email scenario. If Kizeo Forms detects a large size likely to prevent your emails from being received by your recipients, a message will appear in the attachments tab when configuring your scenario:



The Customer is informed that additional limits may be imposed by the email providers used by third parties (including the Customer's contacts), such as Microsoft or Google for example, which are independent of Kizeo Forms and for which KIZEO cannot be held responsible.

For this reason, Kizeo cannot be held responsible for the non-receipt of an excessively large scheduled email sent via the Kizeo Forms solution.

3.2 Push

The push function is subject to certain usage limit rules, in particular on two aspects:

- Limit on the number of pushes sent to a single user: limited to **200 by 200**
- Limit on the number of push imports (Excel/CSV) to several users: limited to **1000**

3.3 Data transfer

Data transfer between users is guaranteed by Kizeo up to a volume not exceeding 50 MB.

3.4 Data export

Multiple extraction of data in CSV or Excel list format is limited to **500 by 500**. Beyond that, volume capacity may not allow the extraction.

Export of Word/Excel/PDF documents is limited to **50 by 50**. Beyond that, volume capacity may not allow the extraction.

3.5 API

For the use of the REST API, the limits per customer account are 100 updates of external lists per day, 5,000 pushed data items per day and 50,000 information read requests per day. An average number of parallel calls above 5 for more than one minute will also be considered as exceeding the reasonable usage limits.

3.6 BI Connector

The usage limits of the Kizeo BI connector are currently set, per customer account, at 2 Gigabytes per licence.

3.7 Account migration

An account A may ask our teams to migrate its data to another account B. The request must be sent by the administrators of both accounts by email to support@kizeo.com, and the senders' email addresses must match those of the account administrators in Kizeo Forms.
Kizeo can only migrate content from an account A to an account B permanently and only for groups, users and the Kizeo Forms product. We do not carry out any account migration for ancillary products or the other products in the Kizeo range.

This action will be subject to a liability waiver signed by the customers for the attention of Kizeo. The Service Provider disclaims all liability for this irreversible action once it has been carried out.

This list of usage limits is not exhaustive and may be supplemented by specific limitations stipulated and communicated to the Customer via its Account.

4. WEB SERVICES AND CONNECTORS

Kizeo provides its customers with technical documentation for the use of advanced features (intended for developers): https://kizeo.github.io/kizeo-forms-documentations/fr/.

These advanced features (details of which can be found at the link above) are subject to certain rules.

4.1 WEB SERVICES

A WebService is available in the form of a REST HTTP API.

Access to this API requires the use of a Token associated with a user in order to authenticate the request. The Token grants the same access rights as those held by the associated user, within the limits of the features exposed by the Web Service.

The request must specify:

- The company code;
- The identifier for which the token is to be created (Administrator or group leader).

For security reasons, Kizeo recommends that tokens be issued only to Administrators and group leaders. Kizeo is not responsible and disclaims all liability for the use of these tokens.

The REST API is freely accessible to all our customers and, although no limit is currently implemented, Kizeo reserves the right to intervene if reasonable usage limits are exceeded.

These limits are currently considered, per customer account, to be 100 updates of external lists per day, 5,000 pushed data items per day and 50,000 information read requests per day. An average number of parallel calls above 5 for more than one minute will also be considered as exceeding the reasonable usage limits.

If Kizeo considers that the use of our API exceeds these reasonable limits, Kizeo reserves the right to block said customer's web service, or even the customer account itself, without prior notice.

The "permanent delete" function is only accessible to Kizeo's teams. A written request must be sent by email to support@kizeo.com and will be subject to a liability waiver signed by the customer for the attention of Kizeo. The Service Provider disclaims all liability for this irreversible action once it has been carried out.

4.2 SHAREPOINT

Kizeo has developed its connector to enable SharePoint to be used with Kizeo Forms. This connector is entirely free of charge. This connector is intended only for people with the skills required to deal with these subjects. It is difficult to use for people without IT or development knowledge. To obtain all the documentation on the subject as well as the support needed for implementation, contact our support team directly by email at support@kizeo.com or by telephone on +33 4 90 23 67 60.

4.3 BI

Our BI connector exposes a copy of your selected data on a secure MongoDB-type database so that it can be queried using an ODBC connector or a standard secure MongoDB connection by your favourite BI software such as PowerBI, Tableau and Qlik. This connector is a paid solution not included in the Kizeo Forms Agreement. It is activated by means of a purchase order issued by the customer to Kizeo.

The Subscription is per User licence (only concerning the account Administrator or group leader) and for a period of one year, with no possibility of suspending or cancelling the Subscription. Once activated on the customer account, the BI connector is freely accessible and, although no limit is currently implemented, Kizeo reserves the right to intervene if reasonable usage limits are exceeded.

These limits are currently considered, per customer account, to be 2 Gigabytes per licence. If Kizeo considers that the use of the BI connector on a customer account exceeds these reasonable limits, Kizeo reserves the right to block the customer account without prior notice.

APPENDIX 2 – SERVICE LEVELS

The service levels set out below are excluded (i) in the cases of exclusion set out in article 12.3 of the General Terms and Conditions, and (ii) for Beta Versions.

1. HOSTING OF THE SERVICE

In respect of hosting, KIZEO performs the following tasks: (i) provision of the KIZEO applications on servers located in Europe, (ii) hosting of the servers in secure premises, (iii) implementation of a secure environment including in particular a firewall, (iv) administration and monitoring of the server.

The servers are physically hosted in several Datacenters located in Europe, secured in terms of: (i) physical access (identity checks), (ii) power supply (UPS), (iii) air conditioning, (iv) fire safety. The Service Provider also offers a rigorous backup protocol for data integrity and backup.

KIZEO undertakes to implement all necessary means to ensure interconnection to the servers supporting the "KIZEO" service, subject to maintenance operations scheduled by KIZEO (preventive software maintenance, version upgrades, Enhancements) or its hosting subcontractor (preventive technical maintenance, security updates, etc.).

In respect of hosting, KIZEO ensures compliance with the "availability" SLA below.

Availability	24/7 – 99.80% (cumulative unavailability of 16 h/year maximum excluding scheduled interventions)
Business Continuity Plan	RPO = 8 hours RTO = 4 hours
Scheduled interventions	Security patches: 2 hours/month of disruption Preventive/evolutive/corrective maintenance: Service interruption of 4 hours maximum in 80% of interventions Service interruption of 8 hours maximum for 20% of interventions The Service Provider undertakes to inform the Customer at least 48 hours before any scheduled intervention. The number of scheduled interventions that may cause a service interruption is limited to one (1) per month.

The system unavailability time corresponds to the time elapsed between the moment the Customer reports the unavailability of the service and the restoration of the service by the hosting subcontractor.

2. MAINTENANCE OF THE SERVICE

A telephone or email support service for handling Anomalies is available Monday to Friday inclusive, from 9 am to 6 pm (Paris time). Anomaly reports must be confirmed by email to KIZEO without delay. KIZEO diagnoses the Anomaly and then corrects it as soon as possible.

Anomalies are classified into 3 severity levels:

- **Blocking**: a Blocking Anomaly is any Anomaly of the Service causing its total unavailability or the interruption of one of its essential features, with no workaround for the Customer.
- **Major**: a Major Anomaly is any Anomaly causing the Service to repeatedly fail to conform to its nominal operating state and causing significant inconvenience to the Customer.
- **Minor**: a Minor Anomaly is any Anomaly that is neither Blocking nor Major.

- The time limits for correcting an Anomaly are defined in the table below according to the priority level of the request, determined during an exchange between the Service Provider and the Customer.

Anomaly severity	Acknowledgement time	Intervention time	Workaround time	Resolution time
Blocking	1h	4h	8h*	5 days*
Major	4 h	1 day	16h*	10 days*
Minor	8 h	8 days	N/A	30 days*

*excluding iOS (Apple) publication times.

These times are expressed in business hours and days, France PARIS GMT.

The correction of an Anomaly is subject to the following conditions:

- The Customer's report is complete;
- The Anomaly relates to the Service and not to an external element (such as the Customer's information system or a user error);
- The Anomaly is reproducible;
- The Anomaly is not one of the exclusion cases set out in paragraph 12.3 of the General Terms and Conditions;
- The Customer is up to date with payment of the Service Subscription fee, which includes the consideration for maintenance of the Service.

3. USER ASSISTANCE

KIZEO answers the Customer's questions regarding the use of the Service, Monday to Friday from 9 am to 6 pm (Paris time), by telephone or email. The Customer designates the Administrator(s) as the only persons authorised to contact KIZEO's technical department.

Any request for support and/or guidance will be answered only for the Customer's account Administrators and group leaders (as defined in the Documentation), KIZEO not communicating directly with its Customers' users.

KIZEO can be contacted Monday to Friday, on business days, from 9 am to 6 pm (Paris time) by telephone on +33 4 90 23 67 60 or by email at the following address: support@kizeo.com.

For any other question: by email: contact@kizeo.com or by telephone: +33 4 90 23 67 65.*

APPENDIX 3 – SECURITY OF THE SERVICE

To view the Kizeo Forms data security document, please click here

APPENDIX 4 – PERSONAL DATA PROTECTION

1. PURPOSE

Pursuant to article 16 of the KIZEO General Terms and Conditions, the purpose of this appendix is to set out KIZEO's commitments to ensure the protection of the Customer's personal data and the compliance of the processing covered by the Agreement with the applicable regulations:

(Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ("GDPR"), and amended French law no. 78-17 of 6 January 1978, and applicable national legislation (hereinafter together the "Regulations").

Under no circumstances shall KIZEO be held liable as a result of KIZEO's refusal to carry out Processing that does not comply with the Regulations. This Appendix is agreed in accordance with article 28 of the GDPR.

2. DEFINITIONS

Unless otherwise indicated, the definitions in the GDPR apply, in particular the terms "Controller", "Processor", "Purposes", "Recipients", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority".

"Personal Data" in this context means any personal data, as defined in the GDPR, processed by KIZEO on behalf of the Customer pursuant to or in connection with the Agreement. Such Personal Data include, as specified below, the Personal Data collected, processed or hosted by KIZEO as the Customer's Processor in the performance of the Services covered by the Agreement.

In addition, KIZEO may collect and process personal data of the Customer's staff as Controller, for the purposes of training and contract follow-up.

3. ROLES OF THE PARTIES

This Appendix covers all the Services provided by KIZEO, whether (i) the SaaS Service, (ii) one-off services agreed in the Special Terms and Conditions, or more generally any intervention by KIZEO on the Customer's Personal Data.

Where the Personal Data are processed or hosted on the servers or information systems of KIZEO or its hosting subcontractor, the technical and organisational measures described in the "Security" appendix apply. If the Personal Data are processed or hosted on the information system of the Customer (including its mobile devices) or of any third party under the Customer's responsibility, the Customer alone is responsible for protecting said Personal Data, KIZEO's commitment being limited to their protection when handled by its staff in the course of the Services.

For the purposes of this appendix, KIZEO is the Processor of the Customer, which is the Controller of the processing (including the entry of any Personal Data included in the Data referred to in the Agreement).

It is solely the Customer's responsibility to determine the legal basis or bases authorising it to collect and process third parties' Personal Data. In particular, it is recalled that collecting third parties' Personal Data in the course of prospecting, canvassing, surveys or other activities necessarily requires ensuring a legal basis compliant with the Regulations and, as the case may be, providing prior information to the Data Subjects or obtaining the prior, free and informed consent of said Data Subjects. The Customer therefore holds KIZEO harmless against any claim, judgment or fine that may be imposed on KIZEO due to the presence on its servers of Personal Data without a legal basis.

It is solely the Customer's responsibility to determine the third-party recipients to whom the Personal Data are sent, where applicable, and to provide KIZEO with the contact details of these recipients. KIZEO is not responsible for the protection of the Personal Data by said recipients, as the Customer acknowledges.

In the event of a change to a Processing operation, the Parties will agree on any changes necessary to meet the requirements of the Regulations.

Save for a separate legal basis applicable to KIZEO as Controller, KIZEO only handles the Personal Data defined below for the defined Purposes, within the framework of the Service performed by KIZEO as defined in the Agreement and of the Processing corresponding to that Service only, to the exclusion of any other use.

4. DESCRIPTION OF THE PERSONAL DATA AND PROCESSING

Under the Agreement, KIZEO carries out storage, retention and editing Processing via the features of the Service (application service for capturing and processing various information in mobile situations (field Data reporting) / dematerialisation of forms and intervention reports on mobile workstations, tablets or smartphones).

KIZEO provides a mobile information capture Service that may apply to any type of Data decided upon by the Customer in the course of its activities, the Customer choosing under its own responsibility the Service ordered and the Data it stores or has processed via said Service. Given the generic nature of the Service offered, KIZEO is not in a position to control the nature of the Personal Data uploaded or the Purposes pursued by the Customer. Consequently, the Customer determines the Purposes, the categories of Data Subjects, the categories of Personal Data processed and the retention periods/erasure deadlines of the Personal Data, at its sole discretion and under its sole responsibility. Reference is made to the Customer's record of processing activities to determine the categories of Data Subjects, categories of Personal Data collected, Purposes pursued, Recipients and retention periods.

Without prejudice to the provisions of the Agreement relating to the Customer's Data and content, KIZEO points out:

- That, as the provider responsible for storing the Data entered by the Customer, KIZEO does not carry out any prior check of the data and content stored or processed by the Customer via the Service provided, including Personal Data. It is therefore solely the Customer's responsibility to ensure that only lawful Personal Data are transmitted to KIZEO;
- That the processing of personal data including (i) "special category" Personal Data within the meaning of the Regulations (i.e. data revealing alleged racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic and biometric data, data concerning health, sex life or sexual orientation, data relating to criminal convictions or offences, as well as the unique national identification number (NIR or social security number)) may require additional security measures, as well as a specific legal basis in particular. In any event, the Customer undertakes to notify KIZEO in writing and in advance, before activation of the Service, if it intends to collect and process "special category" Personal Data via the Service;
- That for the processing (i) of "special category" Personal Data as mentioned above, (ii) of Personal Data of "vulnerable" persons such as minors, or (iii) of Personal Data on a large scale or for behavioural profiling in particular, a prior data protection impact assessment ("DPIA") may be necessary, which it is the Customer's responsibility to carry out. Where applicable, KIZEO undertakes to assist with said assessment with regard to the scope of the Processing entrusted to it under the Agreement and the resources it deploys for that purpose;
- That under no circumstances is the Customer authorised to store, host or process health-related personal data via the Services.

5. TERMS OF PROCESSING OF PERSONAL DATA BY KIZEO

KIZEO undertakes to process the Personal Data under the Agreement only (i) in accordance with the Customer's documented instructions, (ii) in compliance with and within the limits of the Purposes related to the Service only, (iii) for the stipulated retention period(s).

KIZEO implements appropriate technical and organisational measures in order (i) to prevent unauthorised or unlawful processing of Personal Data, (ii) to prevent accidental loss, destruction or damage of Personal Data, (iii) to ensure the awareness and training of its staff in personal data protection as part of their duties, and (iv) to ensure that only those of its employees and any subcontractors who need to know them in the course of the Services have access to the Personal Data. The technical and organisational security measures implemented are described in the "Security of the Service" appendix.

Recognising that the Measures are subject to technical progress and developments, the Parties agree that KIZEO or its hosting subcontractor is authorised to make improvements to the Measures, provided that these Measures do not degrade the overall level of security of the Data and that they comply with the state of the art.

Since the Agreement concerns the provision by KIZEO of an application Service, KIZEO takes into account, from its design or in the course of its technical development, the principles of security, confidentiality, minimisation and protection of personal data.

6. MANAGEMENT OF DATA SUBJECTS' RIGHTS

The Parties acknowledge and agree that it is the Customer's responsibility, as Controller, to handle requests from Data Subjects relating to their rights over their Personal Data as defined by the Regulations (right to information, rights of access, rectification, erasure, objection, restriction, portability or withdrawal of any consent), concerning the Processing of Personal Data carried out, and that KIZEO is not itself required to act on them, except on the Customer's documented instructions.

Since the Customer can directly access the Data Subjects' Personal Data via the features of the Service, the Customer itself handles Data Subjects' requests, according to procedures it determines under its own responsibility. However, the Customer may request in writing, via its Administrator(s), KIZEO's assistance in identifying the Personal Data and handling the requests. Any request must be made from an email address linked to the Customer's Account and must quote the Customer's company code.

If a Data Subject's request is received directly by KIZEO in the course of the Service, KIZEO forwards it as soon as possible to the Customer so that the latter can rule on the request and respond to the Data Subject. In all cases, the Customer is solely responsible for deciding whether to respond to the Data Subject, establishing his/her identity, requesting further information, identifying any exceptions precluding the request, or refusing to act on the request for legitimate reasons that the Customer itself determines and communicates to the Data Subject.

In the event of a dispute with a Data Subject or of other actions brought by a Data Subject regarding the Processing of Personal Data entrusted to KIZEO, the Customer shall inform KIZEO as soon as possible, and KIZEO shall cooperate and provide the Customer with all useful information in this respect.

7. MANAGEMENT OF PERSONAL DATA BREACHES

KIZEO undertakes to implement a system for detecting any Personal Data Breaches occurring on its information system in the course of the Services. In the event of a Personal Data Breach detected within its scope of intervention, KIZEO undertakes to (i) alert the Controller as soon as possible, (ii) implement any mitigating solution limiting or eliminating the Personal Data Breach and (iii) investigate the reasons for the Breach observed.

As necessary and insofar as possible, the notification sent by KIZEO to the Customer will include the information required by article 33 of the GDPR describing (i) the nature of the Personal Data Breach, (ii) the categories of Personal Data and the Processing operation(s) concerned, (iii) the number and categories of Data Subjects concerned, (iii) the origin and likely consequences of the Breach for the Data Subjects and (iv) the measures taken to put an end to the Personal Data Breach and to attempt to limit or eliminate its consequences. Failing this, KIZEO will indicate when the additional information will be provided, in particular in the event of a technical investigation conducted by KIZEO or its Sub-processor.

In this context, KIZEO is not authorised to notify a Personal Data Breach directly to the Supervisory Authority, the Data Subjects or other third parties, unless KIZEO is required to do so by applicable law. Apart from this case, it is solely the Customer's responsibility, as Controller, to decide on and make any required notifications, by any means of its choice, to the Supervisory Authority, and to the Data Subjects where there is a risk to their rights and freedoms as determined by the Controller.

8. ASSISTANCE TO THE CONTROLLER

KIZEO alerts the Customer if it observes a manifest non-compliance between the needs expressed by the Controller under the Agreement and the requirements of the Regulations. However, under no circumstances may KIZEO be held liable (i) for any non-compliance of the Processing attributable to the Controller or (ii) for failing to detect a non-compliance that is not serious and manifest.

KIZEO assists the Controller (i) by answering the Controller's oral or written questions relating to the Processing, (ii) in the event of a request or investigation by a Supervisory Authority and

(iii) in the event of a prior impact assessment carried out on the scope of the Processing concerned. To this end, KIZEO keeps at the Customer's disposal the documentation relating to compliance with its commitments under this Appendix.

As necessary, KIZEO reminds the Customer that for the processing of personal data including "special category" data within the meaning of the Regulations, personal data of "vulnerable" persons such as minors, or large-scale processing of personal data or behavioural profiling, a prior impact assessment may be necessary, KIZEO undertaking where applicable to assist with said assessment with regard to the scope of the Processing entrusted to it under the Agreement and the resources it deploys for that purpose.

9. AUDIT

Once (1) a year, subject to reasonable written notice, the Controller may conduct an audit of KIZEO's implementation of the Measures set out in this Appendix, solely within the scope of the Personal Data and Processing relating to the Agreement, to the exclusion of (i) any element of KIZEO's information system not concerned by the Agreement, (ii) any personal data of KIZEO's other customers, (iii) any element constituting KIZEO's trade secrets or industrial secrets, and (iv) in compliance with intellectual property, security procedures, the availability of staff and KIZEO's normal production. If the Sub-processor used by KIZEO for hosting purposes does not allow audits on its premises, it will provide any relevant compliance report, which KIZEO will forward to the Customer, as the Customer acknowledges.

KIZEO must approve the identity of the auditor in advance and may reject the auditor if he/she belongs to a competitor of KIZEO or is in a situation of conflict of interest. The cost of the audit shall be borne by the Customer. If the audit identifies a non-compliance with KIZEO's commitments, KIZEO shall remedy it as soon as possible and send written confirmation thereof to the Customer. In any event, the audit report is sent in writing to KIZEO, which may submit its observations.

10. USE OF A SUB-PROCESSOR

KIZEO may use a third-party provider to perform all or part of the Services (hereinafter the "Sub-processor"), provided that the latter (i) is subject to the Customer's express prior approval, and (ii) contractually undertakes towards KIZEO to ensure, in the course of its intervention, the protection of Personal Data in a manner substantially compliant with the requirements of this Appendix.

On the date of signature of the Agreement, the Customer is informed of and expressly approves the use of the following Sub-processor(s) set out in the "Description of the Service" appendix, for the performance of the Processing concerned. Any subsequent use of another Sub-processor will require compliance with the following procedure. The Customer may ask KIZEO to provide a statement of the Personal Data protection policy deployed by the Sub-processor, in particular in the event of cross-border data transfers (see *below*).

Where applicable, KIZEO will inform the Customer of the proposed appointment of a new Sub-processor, specifying the name, address and contact details of the Sub-processor as well as the aspects of the Processing for which said Sub-processor will be responsible, and in particular whether it involves a cross-border transfer of Personal Data. If, within eight (8) calendar days of receipt of this notification, the Customer expresses in writing legitimate and reasoned objections to the appointment of the Sub-processor concerned, KIZEO will discuss with the Customer in order to address the objections raised and, if it is not possible to agree on such measures, KIZEO may terminate the Agreement subject to one (1) month's notice. In the absence of a response from the Customer within the above time limit, the proposed Sub-processor shall be deemed accepted by the Customer. In the event of a breach by the Sub-processor of its contractual obligations, KIZEO remains liable to the Customer under the conditions set out in the Agreement.

11. MANAGEMENT OF CROSS-BORDER PERSONAL DATA TRANSFERS

By default, KIZEO undertakes to carry out the Processing of Personal Data only within the territory of the European Economic Area ("EEA"). However, where the Service (including hosting) involves a transfer of Personal Data outside the EEA, KIZEO (i) informs the Customer thereof and (ii) ensures beforehand that said transfer is carried out with safeguards compliant with the requirements of the Regulations, such as standard contractual clauses issued by the European Commission or the Supervisory Authority, binding corporate rules, an adequacy decision or any other mechanism authorised by the Regulations, a statement of which KIZEO will make available to the Customer on first request. On the date of signature of the Agreement, the Customer is informed of and expressly approves the transfers set out in the "Description of the Service" appendix, for the performance of the Processing concerned.

12. PERSONAL DATA OF THE PARTIES' STAFF

In connection with the conclusion and the operational and accounting management of the Agreement, each Party may also access the Personal Data of certain categories of persons (signatory of the Agreement for the Customer, operational contacts, legal contacts, accounting contacts, Customer Users and Administrator authorised to log in to and use the Service, etc.). KIZEO processes these data as Controller, as part of the contractual provision of its Service. Each Party undertakes, as Controller, to protect and use the Personal Data of the other Party's contacts only for the purposes of managing the Agreement, and to apply appropriate technical and organisational measures to them throughout the term of the Agreement. The Personal Data of these contacts will be deleted by each Party at the end of the Agreement, subject to extended retention in the event of a legal obligation to archive or retain evidence.

13. COMMUNICATION WITH THE SUPERVISORY AUTHORITY

To the extent permitted by applicable law, KIZEO will inform the Customer as soon as possible of any investigation, formal notice or other proceedings by a Supervisory Authority or any other public authority that may concern Processing it carries out on the Customer's Personal Data. Where applicable, the Parties shall assist each other to ensure consistent communication with the Authority regarding any investigation by it. In the event of a dispute, injunction or fine imposed or contemplated by the Supervisory Authority or another competent authority concerning the Processing of Personal Data against either or both Parties, the Parties must inform each other without delay in order to defend themselves effectively against such actions or settle them amicably in a timely manner.

14. FATE OF PERSONAL DATA AT THE END OF THE AGREEMENT

KIZEO retains the Customer's Personal Data (i) for the period(s) defined by the Customer and (ii) for the entire term of the Agreement, extended as necessary by the statutory periods of evidence and limitation.

Without prejudice to the foregoing, and to the extent of the requirements related to the performance of the Services, KIZEO deletes the Personal Data processed by KIZEO as Processor at the express request of the Customer or at the documented request of a Data Subject relayed and validated in writing by the Customer via an Administrator appointed internally by the Customer and identified as such at KIZEO and, in any event, at the end of the Agreement, after returning the Personal Data concerned to the Customer.

Subject to the above reservations, in the event (i) of termination of the Agreement, or (ii) at any time upon the Customer's written request, KIZEO must delete and/or have its Sub-processor(s) delete all copies of the Customer's Personal Data or, upon specific written request, some of these Data.

15. SCOPE OF LIABILITY

As Controller, it is the Customer's responsibility to inform the Data Subjects concerned by its Processing about (i) the Personal Data collected, (ii) the Processing implemented, (iii) the Purposes pursued, (iv) the legal bases for the Processing, (v) any third-party Recipients of the Personal Data, as well as (vi) all other information due to individuals under articles 13 or 14 of the GDPR, including a reminder of their rights over their Personal Data and the contact details for exercising them. The Controller determines the means of disseminating this information and ensures its effectiveness under its sole responsibility. Where applicable, it communicates the information messages to KIZEO for publication (push messages).

In all cases, it is the Customer's responsibility, as Controller, to ensure the compliance with the Regulations of the Personal Data Processing it entrusts to KIZEO, and more generally of the processing on its own information system, with its own employees and other subcontractors, and to deploy appropriate technical and organisational measures within its organisation. KIZEO disclaims all liability relating to the Controller's compliance beyond the sole scope of the Services covered by the Agreement.

In this respect, it is the Customer's responsibility as Controller to (i) collect, under its responsibility, Personal Data that it ensures are strictly necessary and proportionate to the Purposes pursued, (ii) ensure that they have been collected in accordance with a proven legal basis (and, where applicable, that the necessary consents have been obtained, proof of which the Customer retains), (iii) provide complete prior information to the Data Subjects, (iv) document all instructions it gives to KIZEO regarding the Personal

Data, (v) ensure that KIZEO complies with its regulatory obligations throughout the term of the Agreement, and (vi) supervise the performance of the Processing carried out on its behalf.

It is recalled that KIZEO may only incur liability for damage directly related to a breach by KIZEO of its commitments as Processor, or if it has acted outside or contrary to lawful instructions from the Customer compliant with the Regulations, within the limits set out in the Agreement.

In the event of a fine, judgment or damage suffered by KIZEO (i) as a result of a breach by the Controller of its obligations under the Regulations, or (ii) as a result of an instruction given to KIZEO, in particular if the instruction results in the Processing entrusted to KIZEO not complying with the Regulations, the Controller undertakes to indemnify KIZEO for any fine, judgment or damage suffered.

16. RECORDS OF PROCESSING ACTIVITIES AND DPO APPOINTMENT

Each Party undertakes to list the Processing covered by the Services in a record of processing activities. KIZEO will indicate in its record the Processing it carries out in the name and on behalf of the Customer in accordance with the requirements of article 30(2) of the GDPR. The Customer is responsible for its own record of Processing activities in accordance with the requirements of article 30(1) of the GDPR.

KIZEO has not appointed a DPO, pursuant to article 37 of the GDPR. The KIZEO person responsible for matters relating to the protection of Personal Data is designated below: Vincent DEMONCHY.