



Application Service Agreement

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**KIZEO FORMS SERVICE CONTRACT  
GENERAL TERMS AND CONDITIONS**

## 1. PREAMBLE

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As a company, KIZEO develops and publishes a range of applications marketed as services ("SaaS"), intended for professional use and designed in particular to allow data input during mobility and the digitalization of forms. After familiarizing with the application service's specifications and making sure of the application service's adequacy with its need and its technical infrastructure, the Client has decided to order the application service under the terms of the Agreement. When ordering online, the creation of an Account by the Client shall be deemed to imply its agreement without reserve with the General Conditions. Whereas KIZEO and the Client have agreed on Special Conditions, the Client's agreement to the Special Conditions shall imply acceptance without reserve of the present General Conditions.

## 2. DEFINITIONS

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Words used in the Agreement beginning with a capital letter, whether in the singular or plural, shall have the meanings set forth below.

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

**Administrator** : refers to the person(s) placed under the Client's responsibility (agent, employee, representative, etc.) who are in charge of creating the forms, managing Users and managing the Client's Data base. The Administrator is not required to subscribe to a User Subscription, except where the Administrator inputs Data.

**Anomaly** : refers to a bug or malfunction that can be reproduced and which leads to degraded performance, unavailability or functional non-conformity of the Service, which cannot be attributed to a modification or defective use of the Service by the Client, or to any third-party cause or event that falls beyond the control of KIZEO.

**Purchase Order** : means, when applicable, the document sent by the Client to KIZEO to confirm the ordering of the Subscriptions. The Purchase Order must contain the mandated stipulations (order number, number of Subscriptions, activation date) which must strictly comply with the terms of the Special Conditions. In case of a contradiction, the Special Conditions shall take precedence over the Purchase Order.

**Client** : means the client, a legal person acting in a professional capacity, which orders the Service in accordance with the terms of the Agreement. The Client is designated in the Special Conditions.

**Account** : refers to the Client's account, created by the Client in the context of the accepted Agreement. The Account is managed by the Administrator appointed by the Client.

**General Conditions** : refers to the present general conditions, which apply in any event to the Service, and their annexes.

**Special Conditions** : refers to the special conditions which where appropriate stipulate the specific characteristics of the Service and the additional services agreed between KIZEO and the Client.

**Agreement** : refers to the General Conditions and, where applicable, the Special Conditions.

**Documentation** : refers to the documentation pertaining to the use of the Service, available at [www.kizeo-forms.com](http://www.kizeo-forms.com).

**Data** : refers to any data, information, message, note, comment and content, uploaded and processed by the Client's Users through the functionalities of the Service.

**Personal Data** : means any information relating to an identified or identifiable natural person who can be identified, 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 its physical, physiological, genetic, mental, economic, cultural or social identity.

**Evolution** : refers to the functional development of the Service, as carried out by KIZEO at its own discretion.

**Credentials** : refers to a User's access codes (login / company code / password) which the User sets up upon its Service registration.

**Administration Interface** : refers to the interface which is part of the Service, and designed for use by the Administrators.

**Parties** : refers to KIZEO and the Client which has signed the Special Conditions.

**Service** : refers to the application marketed as a service designated in the Special Conditions, developed and marketed by KIZEO. The Service, which is provided in the SaaS form, includes (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 of which KIZEO remains the sole owner.

**Users** : refers to any person designated by the Client, which benefits from a KIZEO user license in the Account of the Client.

## 3. PURPOSE

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The purpose of the Agreement is to define the terms and conditions under which the Client uses the Service. The Service includes the hosting of the Service and Data on the infrastructure (servers) of KIZEO or of KIZEO's hosting subcontractor, and the maintenance of the Service as stipulated hereafter.

The present General Conditions govern the Special Conditions, except where express derogations are stipulated in the Special Conditions. The Agreement constitutes the entire agreement between the Parties and excludes any oral or written agreement previously exchanged or purchase conditions of the Client. Any connection to the Service shall imply acceptance of the present Terms and Conditions.

#### 4. CONTRACTUAL DOCUMENTS

The contractual documents are in descending order of priority:

1. If applicable, the Special Conditions validated by the Client and recorded by KIZEO ;
2. The present General Conditions and their appendices:
  - o Service Description
  - o Service Levels
  - o Service Security
  - o Personal Data Protection
3. If applicable, the Client's Purchase Order.

In case of a contradiction between contractual documents, the contractual document of higher rank shall prevail. KIZEO may bring modifications to the present General Conditions or their appendices. The new General Conditions are published on [KIZEO's website](#) and/or sent to the Client. The Client may choose to either continue to use the Service under the new conditions, or terminate the Agreement without compensation, by sending a written notice to that effect and respecting a one (1) month notice period.

#### 5. DURATION

The Agreement shall take effect on the activation date of the Client's Account, for the initial, firm and irrevocable term stipulated in the Special Conditions (monthly or annual Subscription). At the end of the agreed initial period, the Agreement ends at the end of the last ongoing Subscription.

#### 6. CONFIGURATION

The Client is solely responsible for ensuring that its IT environment and mobile terminals are compatible with the Service. The Service can only be used with a configuration of use which respects the requirements indicated by KIZEO [on its website](#). In case of a modification of the initial configuration of use by the Client which does not meet the requirements indicated by KIZEO, KIZEO rejects any liability relating to the operation or availability of the Service.

KIZEO does not provide any service regarding the adaptation or the specific development of the Service. The Client may use the APIs and connectors proposed by KIZEO to perform, by its own means and under its sole responsibility, the configuration or integration of the Service with its information system.

#### 7. ORDER AND CREATION OF THE CLIENT'S ACCOUNT

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

The Client's Users access the Service via a remote connection from their own terminals, on which the Data and Service features are displayed. The Client creates accesses for its Users in accordance with [the procedure indicated by KIZEO](#), within the limit of Users agreed in the Special Conditions. KIZEO allows access to the Service on a maximum of two mobile terminals per User.

The identification of a Client's User accessing the Service is done by means of (i) the Credentials defined for each User by the Client's Administrator and (ii) a company code communicated to the Client by KIZEO when creating its Account. The Credentials are personal and confidential. The Client agrees to make every effort to keep the Credentials attributed to the Client secret and to not disclose them in any form whatsoever. Upon each connection to the Service, the User indicates his Credentials, including the company code, which are strictly confidential. Any loss or theft of the Credentials must be reported without undue delay by the Client. In any case, the Client is solely responsible for the access and actions carried out by means of the Credentials attributed to its Users or the company code attributed by KIZEO.

#### 8. RIGHT OF USE OF THE APPLICATION SERVICE

##### 8.1 Right of use of the Service

The opening of the Account entails the granting to the Client of a personal, non-exclusive, non-transferable and non-assignable right to use the Service, in accordance with the Agreement, for the duration of the Agreement and its possible renewals, and for the entire world, in consideration of the payment of the fee stipulated below. The Client undertakes to use the Service in accordance with its purpose, its Documentation, the professional rules applicable to its activities, and the provisions set out in the Agreement.

Use of the Service shall be understood to refer to the access to the Service and the activation of the Service functionalities (including loading of the Client's Data) by the Users designated by the Client, within the context of the Client's business needs, for the purpose of loading and processing Data. Consequently, any other use of the Service, not authorized by KIZEO, is prohibited. In this regard, the Client agrees to refrain and prohibits the Users from (i) any access or attempt to access KIZEO's software or its hosting infrastructure other than strictly necessary for its normal use in accordance with the Agreement, (ii) any interfacing or integration with other services or software without prior authorization from KIZEO, (iii) any dissemination, distribution, free or paid availability of the Service to unauthorized users, the public or any third parties whatsoever, (iv) any reproduction, adaptation,

modification, decompilation, distribution of the Service, such a list being non exhaustive.

### 8.2 Right of reproduction of the Data

For the purpose of performing the Agreement, the Client expressly grants KIZEO a personal, non-transferable 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 duration of the Agreement and for the entire world.

## 9. LIMITATIONS OF USE

### 9.1 General limitations

The Client shall only load on the Service and process via the Service professional and strictly lawful Data. In particular, the Client refrains and forbids Users to load or process any Data that is contrary to laws, regulations or public order, and in particular any content which is unlawful or which infringes on the protection of the right to privacy, the right to control their image or the personal data of third parties or which violates the intellectual property rights of third parties (including through storage of files obtained in violation of their authors' rights). The Client is solely responsible for the Data loaded, the processing, instructions and procedures that the Client activates, their lawfulness, relevance, quality and the results obtained. Finally, the Client shall not use the Service in a manner that is contrary to the regulations that apply to its professional activities or electronic communications, nor to assist in such use. The Client indemnifies and holds KIZEO harmless against any claim, lawsuit or conviction related to the Data entered by the Client, for which the Client is solely responsible. KIZEO reserves the right to immediately interrupt, without notice or compensation, the Client's access to the Service in the event of use which does not conform to the Agreement, and more generally in the event of a failure by the Client to respect the limitations, prohibitions or number of Users stipulated.

### 9.2 Special Limitations

Some of the Service's functionalities or options are subject to specific limitations, indicated in the appendix "Service Description", such as the maximum weight or volume of Data, number of push, exports or queries per User. If these limits are exceeded, KIZEO rejects all liability for any Anomaly or non-conformity of the Service, and reserves the right to suspend the Service or to invoice the Client for any additional resources consumed as a result of the non-compliance with the limits stipulated. Furthermore, the use of the Service implies the strict compliance by the Client with the terms of use of the hosting sub-contractor contracted by KIZEO, which are available at [AWS - Amazon](#).

## 10. AVAILABILITY

KIZEO provides the Client with the necessary memory space and processing capacity to ensure proper use of the Service, satisfactory levels of performance, subject to the Service's technical maintenance intervention times and its hosting infrastructure. KIZEO strives to ensure that the Service is accessible 7 days a week, 24 hours a day. However, the Client is aware of the technical hazards inherent to the Internet, and the slowdowns and interruptions of access which may result. In addition, the Client is solely responsible for ensuring the effectiveness of its web connection and of the obligation of its electronic communications operator. Consequently, KIZEO cannot guarantee the continuity, accessibility or permanent availability of the Service, which is provided on a best effort basis ("obligation de moyens").

## 11. SECURITY

KIZEO or its hosting sub-contractor implements security measures in accordance with the best applicable standards, to protect against attacks on the integrity of the Data or attempts at fraudulent access. It ensures the virtual and physical locking of the hosting infrastructure, as well as the logical partitions intended to compartmentalize the client's Data. However, the Client is solely responsible for securing its own computer system and web accesses, and in particular for implementing passwords, firewalls and antivirus software to protect its own system and mobile terminals, as well as its own security and access management policy.

## 12. MAINTENANCE

### 12.1 General Principles

In the event of an Anomaly affecting the Service, the Client will report it by phone or email to the contact details provided by KIZEO. KIZEO takes care of the reports without undue delay during working days and hours, in accordance with the time slots indicated in the "Service Levels" appendix. In its report, the Client indicates the circumstances in which the observed malfunction occurred, and indicates the references of the corresponding Agreement. KIZEO carries out a diagnosis of the Anomaly, to define whether it is due to a software problem, a problem with the connection to the Service, or if it is not related to the Service. If the cause of the malfunction is not attributable to KIZEO or its sub-contractor, KIZEO cannot correct the Anomaly and is released from any liability in this respect. Furthermore, the Client acknowledges that for the purposes of updating the software and ensuring technical maintenance of the infrastructure, the Service may need to be interrupted. KIZEO will prioritize time slots with the lowest usage rates to minimise the effects of any resulting unavailability.

### 12.2 Service maintenance

In the event of an Anomaly of the Service reported by the Client at the coordinates provided by KIZEO, KIZEO will make its best efforts to correct it as soon as possible, and/or provide a workaround. Each intervention gives rise to the issuance of a maintenance ticket at KIZEO, which records the time when the report was taken into account, the Client's explanations and the corrections made, up until the closure of the Anomaly. In the event of a dispute, KIZEO's logs and recordings shall be deemed authentic and enforceable.

### 12.3 Cases excluded from maintenance

In any event, KIZEO cannot be held responsible for any Anomaly or failure to correct an Anomaly, related to : (i) a hardware or software failure of one or more elements of the Client's computer system or network, including the Users' mobile terminals; (ii) a configuration of the Client's computer environment or workstations; (iii) a refusal by the Client to collaborate with KIZEO in the reporting or resolution of the Anomalies; (iv) a use of the Service that does not conform to its purpose, to its prerequisites of use or to its Documentation, or which exceeds the agreed metrics; (v) an incompatibility between the Service and new third party hardware or software implemented by the Client without prior validation by KIZEO; (vi) a failure of the electronic communications networks, slowdown or congestion of the Internet or of the Client's network; (vii) contamination of the Client's computer system by a computer virus; (viii) fraudulent intrusion into the Client's computer system; (ix) the intervention of a third party on the Service not authorized by KIZEO, (x) any exceeding of the technical limits of the Service, particularly in relation with the sending of Data, and more generally (xi) any deliberate act of degradation, malevolence, sabotage, as well as any case of force majeure.

### 12.4 Evolution of the Service

The Evolution of the Service includes (i) technical updates, (ii) new functional versions of the Service, decided and deployed at KIZEO's discretion. The Evolution is included in the Subscription fee. The Client cannot oppose any version upgrade of the Service, given the centralised SaaS nature of the Service. Insofar as KIZEO hosts or has the Service hosted, KIZEO will update and install the new versions of the Service directly on the hosting infrastructure, making every effort to ensure the continuity of the Service's functionalities and performance, and minimizing any resulting unavailability. The Evolution of the Service does not include any specific functional requests that the Client may wish to make for his own use.

### 12.5 Technical assistance

KIZEO may provide user assistance, to the Administrator appointed by the Client only, in accordance with the time

slots and contact details indicated in the "Service Levels" appendix.

## 13 FINANCIAL CONDITIONS

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### 13.1 Periodic Service Subscription Fee

The Service Subscription fee includes (i) the right to use the Service in due proportion with the number of Subscriptions acquired by the Client (one Subscription per User, whether or not this Subscription is used), and (ii) the hosting and maintenance of the Service as stipulated here above. The amount and frequency of the fee is set out in the Special Conditions or in the Client's Kizeo Forms client area. Fees are due in any event, whether or not the Client uses the Subscriptions ordered.

The amount of the periodic fee is determined by applying the metrics referred to in the Special Conditions (e.g. number of Users, number of devices per User, Data volume, etc.). Where KIZEO observes on its system that a metric is exceeded or not respected by the Client, KIZEO informs the Client of the non-compliant use. Where applicable, KIZEO reserves the right to increase the Service fee accordingly for the duration of the Agreement or, in the event of a dispute, to suspend the Service, without prejudice to its right to terminate the Agreement for breach by the Client as stipulated in the article "Termination".

The number of Client's Users is defined for the duration of the Agreement. However, the Client may increase the number of Users by ordering the corresponding Subscriptions via the Administration Interface, with KIZEO adapting the amount of the fee on a pro rata basis and as of the opening of the additional Subscriptions. The Client may only reduce the number of its Users at the time of renewal of the Agreement, with KIZEO adapting the amount of the fee for the new annual period.

### 13.2 Invoicing and payments

All prices and fees are stipulated exclusive of tax, and are increased by applicable taxes (including VAT). The Client pays for the Subscriptions to the Service that it orders. KIZEO's invoices are net and without discount. Invoices are sent electronically and shall be paid outright and in full at the time of order (unless otherwise stipulated in the Special Conditions).

### 13.3 Non-payment and delayed payment

Failure to pay an invoice on its due date will result in a notification to the Client. In the absence of a duly motivated response for a period of fifteen (15) days, KIZEO reserves the right to suspend the Service, and to terminate the Agreement after a formal notice to pay sent to the Client by registered letter with acknowledgement of receipt remains unsuccessful for a further fifteen (15) days, any previous payment remaining due to KIZEO and any payment due to KIZEO becoming immediately payable, through forfeiture of the term.



In any event, any delay in payment by the Client will result in the application of (i) the legally fixed indemnity for collection costs, in accordance with article L.441-10 of the French Commercial Code; (ii) any additional costs that may be necessary 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, counted in days from the first day of delay on the due date of the invoice until the day of actual payment.

## 14 INTELLECTUAL PROPERTY

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### 14.1 Respective properties of the Parties

KIZEO is and remains the sole owner of all rights relating to the Service, including ownership of the applications and software constituting the Service, and of the interface including the visuals, images or graphic creations integrated therein, as well as its brand and logo, and its own computer system. The right to use the Service granted to the Client may not have the effect of transferring any intellectual property rights whatsoever on all or part of the Service, other than those strictly necessary for the use of the Service for the sole duration of the Agreement, stipulated here above.

The Client is and remains the sole owner of the Data, of its own brands and logos as well as its own computer system and more generally of any element communicated to KIZEO in the context of the Agreement, which KIZEO is prohibited from reproducing, transferring or reusing for any other purpose whatsoever or with any other Client. However, the Client acknowledges that KIZEO is likely to transfer its Data to any judicial or administrative authority which validly makes such a request.

### 14.2 Non-infringement

KIZEO guarantees that it owns all the intellectual property rights necessary to provide the Service to the Client. Consequently, KIZEO agrees to defend and indemnify the Client for damages related to claims, lawsuits or convictions, brought by a third party alleging that all or part of the Service infringes a copyright, provided that the Client immediately notifies KIZEO in writing of the existence of the lawsuit, makes a request for its defence, gives KIZEO its full cooperation in said defence and does not compromise without the prior written consent of KIZEO. Insofar as KIZEO acknowledges that the component is infringing, KIZEO may, at its option and at its own expense: (i) modify the component in question so that the Service is no longer infringing, (ii) replace the disputed component by a non-infringing component with functionalities globally equivalent or superior in performance, (iii) obtain the rights of use so that the Client can continue to use the Service in accordance with the terms of the Agreement.

This warranty does not apply to open source components which are integrated or used within the Service. It also

does not apply in all cases of exclusion of maintenance and liability stipulated in the Agreement.

For its part, the Client guarantees the legality and non-infringement of the Data uploaded and processed via the Service, and holds KIZEO harmless against any claim or conviction pursued by a third party and based on its intellectual property rights or an act of unfair competition, or more generally against any prosecution or conviction related to the illicit nature of the Data, including all damages and miscellaneous costs.

## 15 CONFIDENTIALITY

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The Client's Data (including the Personal Data relating to its employees), information relating to its activity, the specifications of KIZEO's Service as well as the KIZEO applications constituting the Service, constitute strictly confidential information for the Parties. Each of the Parties shall (i) keep secret all information that it will receive from the other Party; (ii) not disclose the confidential information of the other Party to any third party, except in the event of a judicial request; and (iii) use the confidential information of the other Party for the sole 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, as long as the information concerned shall remain confidential for the Party disclosing it.

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

## 16 PERSONAL DATA

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Within the meaning of the applicable regulations (including the European Data Protection Regulation n°2016-679 and the applicable French legislation), the Client is the "controller" for processing operations carried out on any personal data through the Service (in particular any input of personal data in forms or any other Data uploaded or generated by Users via the Service), and KIZEO is the "processor".

The Client is solely responsible for determining the categories of personal data included in the Data uploaded within the Service, the purposes it pursues, the storage

period of said personal data, and the legal basis authorising their collection and processing. It is recalled that the collection of personal data from third parties implies a legal basis determined in accordance with the regulations, and the prior information of the data subjects, and where applicable the collection of their prior and informed consent.

The data is stored in the system until (i) the end of the Agreement, at the latest, subject to retention by KIZEO for purposes of proof of its obligations and compliance with legal requirements, or (ii) until the Client receives a request for deletion of the personal data by a data subject and gives KIZEO the instruction to delete it.

With respect to the security and confidentiality of the personal data, KIZEO undertakes to (i) keep the personal data strictly confidential, (ii) implement the appropriate organisational, physical and technical security measures to ensure the protection of the personal data within the Service, (iii) only process the personal data to carry out the purposes stipulated above or on the express instructions of the Client, and (iv) establish, maintain and provide upon 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 Client, in particular where an impact assessment is conducted or in case of a request from the supervisory authority, (ii) implement and maintain a procedure for reporting security breaches or unauthorised access to the data which allows the Client, and where applicable the data subject, to be alerted without undue delay, (iii) modify or delete at the request of the Client or a data subject any personal data whenever the latter exercise the rights granted to data subjects under the above-mentioned regulations, and (iv) cooperate with the personal data protection authority in coordination with the Client. The appendix "Protection of Personal Data" describes the scope of KIZEO's commitments with regard to the protection of the Client's personal data.

## 17 LIABILITY

As the Client has familiarised itself with the functionalities of the Service and has ensured that they correspond to its needs, KIZEO cannot be held responsible for the adequacy of the Service to the Client's particular needs. KIZEO is responsible for the compliance of the Service with its Documentation, its proper functioning and availability within an obligation of means which takes into account the direct use of the Service's functionalities by the Client and the SaaS nature of the Service.

The Service is provided "as is" on the day of the order, together with hosting and maintenance services. Except where prohibited by law or to the extent where legal rights cannot be excluded, limited or discarded, KIZEO, its partners and subcontractors, make no warranty, express,

implied, legal or otherwise relating to the Service, nor to the content provided by third parties, and exclude all (i) express or implied warranties of merchantability, of satisfactory quality, suitability for a specific need or purpose, non-infringement or quiet enjoyment, other than those expressly stipulated in the Agreement, (ii) arising in 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 Client is solely responsible for the Data that he uploads and processes via the Service, and in particular for their lawfulness and technical harmlessness. In this respect, the Client guarantees and indemnifies KIZEO against any recourse by any third party, related to any prejudice caused to KIZEO or its hosting sub-contractor by the Client Data or the use of the Service by its Users. The Client is responsible for its own IT infrastructure and in particular for the security of its network.

Each of the Parties assumes liability for consequences resulting from its faults, mistakes or omissions, as well as the faults, mistakes or omissions of its potential subcontractors which cause direct damage to the other Party, according to civil law. However, by express agreement between the Parties, the liability incurred by KIZEO in the event of a breach of its obligations, proven by the Client, is limited to an amount equal to the amount actually received by KIZEO for the month in progress at the time of the occurrence of the harmful event. In any event, KIZEO will not be liable under any circumstances for indirect or unforeseeable losses or damages incurred by the Client or third parties (such as loss, inaccuracy or corruption of data, economic or financial prejudice, action by an employee or third party against the Client, loss of opportunity, prejudice to public image, operating loss, loss of client or prospect, lost profits, cost of obtaining a substitute service, investments or expenses made in relation to the Agreement, etc.). In addition, it is the responsibility of each of the Parties to take out the insurance policies necessary for their activity and products. The limit stipulated above contributes to the economic balance of the Agreement, which the Client acknowledges. Finally, the Client renounces to any legal action against KIZEO beyond a period of one (1) year after the occurrence of a harmful event.

It is reminded that the contractual liability of KIZEO cannot be engaged where a damage occurs as a result of a violation of the limitations of use of the Service or in one of the cases of exclusion stipulated in article 14.3 here above. In particular, in the event of a breach by the Client of its obligations, in particular those relating to the limitations of use and lawfulness of its Data, KIZEO may invoice the Client for the consequences suffered by KIZEO and/or its other clients in the event of an impact on the Service caused by the Data or the Client's use of the Service.

In any event, neither Parties shall be held liable for a breach of its obligations under the Agreement, where such a breach 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, attack, state of war, total or partial interruption or blockage of the telecommunications or electricity networks, act of electronic hacking, pandemic, sanitary lockdown or state of health emergency, or more generally any event presenting the characteristics of force majeure as defined by case law. The Party establishing a case of force majeure shall immediately inform the other Party of its inability to perform its obligations. The suspension of the obligations or the delay may under no circumstances be a cause for liability for non-performance of the obligations in question, nor induce the payment of damages or penalties for delayed performance.

## 18 TERMINATION

### 18.1 Grounds for termination

Except for the non-renewal of the Agreement by the Client at the end of each contractual period, there is no termination for convenience during the contractual period.

Additionally, in the event of a breach by one of the Parties of one of its obligations under the Agreement which is not remedied within thirty (30) calendar days from a formal notice sent by registered letter with acknowledgement of receipt notifying the breach in question (i.e. (i) a material breach by KIZEO in the provision of the Service compliant with its Documentation, (ii) a material and persistent breach of KIZEO's obligations regarding the security or confidentiality of Data, (iii) a breach by the Client of its payment obligations, (iv) a breach by the Client of its collaboration obligations or (v) a breach by the Client of a limitation or prohibition on the use of the Service (including those stipulated in articles 8 and 9), or of the metrics and terms of use agreed in the Agreement), the other Party may terminate the Agreement, without prejudice to any other damages it may claim. Where applicable, the Parties shall implement the reversibility agreed hereafter.

In addition, KIZEO may terminate the Agreement by right, with one (1) month notice, if its hosting sub-contractor terminates its own hosting service or modifies it in such a way as to make it incompatible with the nature of the Service provided to the Client. Furthermore, KIZEO may terminate the Agreement by right and without prior notice if the Client or a User infringes in any way whatsoever on the integrity of the Service or the brand image of KIZEO or its products, and in the event of an infringement of its intellectual property rights.

Finally, each Party may terminate the Agreement, without incurring any liability towards the other Party, by simple written notification to the latter's address, in the following

cases: (i) the opening of receivership or liquidation proceedings of the other Party or any judicial decision having an equivalent effect and, in the cases provided for by law, after silence or refusal to opt for the continuation of the Agreement by the administrator or the judicial liquidator; (ii) cessation of the activities of the other Party, regardless of the cause.

### 18.2 Effects of termination

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

## 19 MISCELLANEOUS

### 19.1 Assignment

Each Party is prohibited from assigning the Agreement to a third party (including by contribution of assets, transfer of business, merger, absorption, change of control, etc.) without the express agreement of the other Party.

### 19.2 Subcontracting

KIZEO may freely subcontract the services stipulated herein, in which case it will inform the Client. KIZEO remains responsible for the sub-contracted services and for the respect by its sub-contractor of the obligations contained in the present Agreement and in particular the confidentiality of Data.

### 19.3 No solicitation

The Client renounces to hire or make work, directly or through an intermediary, any employee or subcontractor of KIZEO, without the express prior agreement of the latter. This waiver is valid for the entire duration of the Agreement and for the twenty-four (24) months following its end. Failing this, the Client will owe KIZEO an amount equal to the gross remuneration paid to the employee for the 24 months preceding his departure from KIZEO.

### 19.4 Reference

The Client expressly authorises KIZEO to quote its brand name and logo as part of the promotion of its Services, on all KIZEO online and offline promotional documentation.

### 19.5 Nullity

Should one or several stipulations of this Agreement be declared null, inapplicable or unenforceable by any competent court, the other stipulations herein shall remain valid, applicable and enforceable unless otherwise

provided by the aforementioned court. The Parties nevertheless agree that in such a case, they will negotiate in good faith replacement provisions which will be (i) valid, applicable and enforceable and (ii) in accordance with the Parties' initial intention.

#### 19.6 Force majeure

Where a case of force majeure as defined in Article 17 occurs, the obligations of the Parties shall be suspended for the duration of this case. Initially, cases of force majeure will suspend the performance of the Agreement. If the case of force majeure lasts for more than three (3) months, this Agreement may be terminated upon written notification by one of the Parties, unless otherwise agreed between the Parties.

#### 19.7 Evidence

In the event of a dispute, KIZEO will be able to validly provide proof of the actions of the Client and Users, using the connection and transmission logs recorded by KIZEO or its sub-contractor, which alone will be authentic and enforceable, in particular with regard to the date, nature and content of the Data and processing, which the Client acknowledges.

#### 19.8 Absence of renunciation

The fact that one of the Parties does not avail itself of a commitment by the other Party to any of the obligations referred to in the Agreement shall in no case be interpreted as a renunciation of this right or recourse for the future.

#### 19.9 Place of execution

For the execution of the Agreement, as well as its consequences thereof, the Parties respectively elect their respective registered offices as domiciliation, i.e. (i) for KIZEO, SAS Kizeo, Hamadryade Bât 2, 55 Allée Camille Claudel, BP 61252, 84911 AVIGNON Cedex 09, and (ii) for the Client, at the address communicated by the Client at the time of placing the order. Any change in the registered office or address of either Party will only be enforceable against the other Party eight calendar days after it has been duly notified.

#### 19.10 Communications

Information pertaining to KIZEO's Services, alerts and notifications including accounting reminders, are sent to the email address associated with the Client's Account, which the Client entered when creating his Account and which can be modified by the Client in his Administration Interface. The Client guarantees the accuracy and

timeliness of its information and contact details throughout the duration of the Agreement. The Client is solely responsible for keeping his Account information up to date and for the permanent appointment of an Administrator within its workforce, and as a result KIZEO cannot be held liable for any consequences of erroneous information provided by the Client, in particular in the event of a failure to send any information whatsoever (end of Subscription, maintenance, late payment, security alert, formal notice).

#### 19.11 Ethics and anti-corruption

KIZEO declares and guarantees to the Client:

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

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

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

#### 10.12 Disputes

In order to resolve any dispute that may arise in the performance of the Agreement and its General Conditions, the Parties agree to meet by any means within 15 days from receipt of a registered letter with acknowledgement of receipt notified by one of the two Parties notifying the dispute. If at the end of a further 15-day period, the Parties do not reach an agreement resolving the dispute, each Party will be free to assert its rights by any legal means of its choice.

#### 19.13 Applicable law and competent courts

The Agreement is governed by French Law. ANY DISPUTE RELATING TO THE SERVICE, NOT RESOLVED BEEN AMICABLY BETWEEN KIZEO AND THE CLIENT, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF AVIGNON



**GENERAL TERMS AND CONDITIONS OF SALES**  
**ANNEXES**

## APPENDIX 1 – SERVICE DESCRIPTION

### 19.4 SERVICE

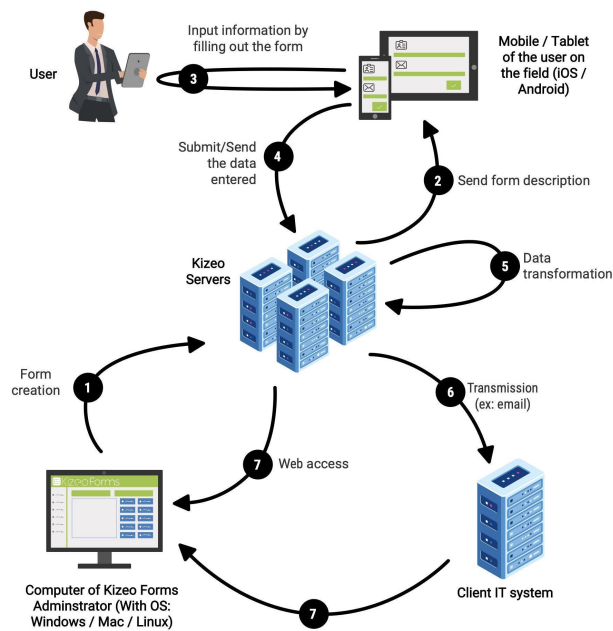
Kizeo Forms refers to the combination of the mobile application and the web application developed by KIZEO. The K Forms application allows data input in contexts of mobility. The customised forms are created from the client space (back-office) in total autonomy.

The back-office allows both the creation and configuration of the forms and the export of all the Data in the form of a report or not in the format of the User's choice. The front-office allows Users to enter Data within the forms created and configured by the Administrator. The Administrator(s) of the Account has all rights, both in terms of the forms and the export of Data. The possibilities for structuring a Client Account via the back office are indicated below.

#### 1.1. TUTORIALS

<https://www.kizeo-forms.com/en/tutorials/>(available in 3 languages: French, English and Spanish).

#### 1.2. FUNCTIONAL CHART



## 19.5 BETA VERSION OF THE SERVICE OR EVOLUTION

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**Beta Version:** means a pre-version of the Service or an Evolution of the Service before it is marketed. It is a trial version made available to voluntary Beta testers with the objective of identifying Anomalies in the normal use of the future Service or its Evolution so that KIZEO can make all the necessary corrections through publications before the final version is put into production. It also allows KIZEO to collect opinions and comments on all the characteristics of the Service or its Evolution. A Beta Version of the Service or of an Evolution is not subject to any guarantee or any level of service (in particular, delays in correcting Anomalies, security or availability).

**Beta Testers:** refers to Users that voluntarily contribute to the testing of a new Service or Evolution. There are two categories of Beta Testers: open (or public) and closed (or private). In the first situation, any individual may test the Beta Version of a Service or Evolution. In the second situation, only individuals selected in advance by KIZEO may participate in testing. The Beta Tester is tasked with bringing up any remark whatsoever on the tested Service or Evolution (comment, alert, Anomaly reports, suggestion for improvement, etc.). KIZEO remains the sole owner of any Evolution, improvement, modification of the Service whatsoever, resulting from the observations made by Beta Testers and Users during Beta Testing.

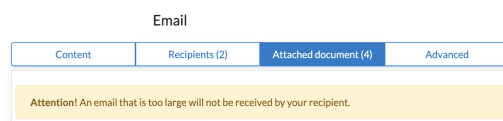
**Use of a Beta Version:** KIZEO may offer certain services as a closed or open Beta Version for testing and evaluation purposes. In this case, KIZEO will have the authority to determine at its discretion the duration of the test and evaluation period of a Beta Version. KIZEO will be the sole judge of the success of these tests and will decide alone on the eventual commercialization of a Beta Version. The Client has no obligation to subscribe to a Beta Version, and KIZEO reserves the right to modify or interrupt at any time, temporarily or permanently, all or part of a Beta Version, with or without notice. In any event, the Client who agrees to use a Beta Version accepts that KIZEO will not be liable to the Client, nor to any third party, for any damage whatsoever, direct or indirect, which may be caused by the modification, deletion or interruption of a Beta Version, as well as any Anomaly of the Beta Version, for any reason whatsoever. The Client therefore releases KIZEO from any liability and assumes sole responsibility for the consequences of any possible malfunction or stoppage of the Beta Version, and informs its Users thereof.

## 3. SPECIAL LIMITS OF USE

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### 3.1 EMAIL SCENARIOS

There are two types of limitations in relation with email scenarios mainly on the receipt of emails by recipients. Kizeo Forms limits the weight of emails to 50 Mb in any email scenario. If Kizeo Forms detects a significant weight that could prevent your emails from being received by your recipients, then a message will appear in the attachments tab when you set up your scenario:



The Client is informed of the fact that additional limits may be imposed by messaging services providers used by third parties (including the Client's interlocutors) such as Microsoft or Google for example, independent of Kizeo Forms, and for which KIZEO cannot be held liable. For this reason, KIZEO cannot be held liable for non-reception of scheduled emails sent through the Kizeo Forms solution that are too voluminous.

### 3.2 PUSH

The push function is subject to some limits of use, mainly on two aspects :

Limit to the number of push sent to the same user : limited to **200 by 200**

Limit to the number of push import (Excel/CSV) to several users : limited to **1000**

### 3.3 DATA TRANSFERS

The [transfer of Data between Users](#) is guaranteed by KIZEO within the limit of a volume that does not exceed 50 Mo.

### 3.4 DATA EXPORT

Multiple data [extraction](#) in [CSV](#) or [Excel list](#) is limited to **500 by 500**. Beyond that, the volume capacity may not allow extraction.

[Export](#) of Word/Excel/PDF documents is limited to **50 by 50**. Beyond this limit, the volume capacity may not allow extraction.

### 3.5 API

When using the API in REST the limits per Client Account are of 100 updates to external lists per day, 5,000 push data per day and 50,000 requests for information reading per day. An average number of parallel calls greater than 5 over more than one minute will also be considered as exceeding reasonable usage limits.

### 3.6 BI CONNECTOR

Usage limits for the KIZEO BI connector are as of date, and per Client Account, fixed at 2 Giga Octets per licence

### 3.7 ACCOUNT MIGRATIONS

An account A can ask our teams for the migration of its data to another account B. The request must be sent by the administrators of both accounts by email to [support@kizeo.com](mailto:support@kizeo.com), with the email addresses of the senders matching those of the account administrators in Kizeo Forms.

KIZEO's migration of content from an account A to an account B is definitive and can only apply to groups, users and the Kizeo Forms product. We do not perform account migration for ancillary products and other products in the Kizeo range.

This action shall be the subject of a liability waiver signed by the Client to the attention of KIZEO. The Provider shall not be liable for this irrevocable action once it has been carried out. **This list of limitations of use is non-exhaustive and may be supplemented by specific limitations stipulated and communicated to the Client via his Account.**



#### 4. WEB SERVICES and connectors

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Kizeo provides its clients with technical documentation for the use of advanced functionalities (for developers): <https://kizeo.github.io/kizeo-forms-documentations/fr/>.

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

**WEB SERVICES** A Webservice is accessible in the form of an HTTP API in REST.

Access to this API requires the use of a **Token** associated with a user to authenticate the request. The Token gives the same access rights as those of the associated user, within the limit of the functionalities exposed by the Webservice.

In order to have one or more authentication tokens, an Account Administrator must make a written request by email to [support@kizeo.com](mailto:support@kizeo.com). The email address of the sender must match the email address of an Account Administrator in Kizeo Forms.

In this request, the following information must be specified :

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

For security reasons, KIZEO recommends that tokens are only issued to Administrators and group leaders. KIZEO is not responsible and rejects any liability for the use of these tokens.

The REST API is freely available to all our clients, and although no limits are implemented at this time, KIZEO reserves the right to intervene if reasonable usage limits are exceeded.

These limits per each Client's Account are as of date set at a 100 updates to external lists per day, 5,000 push data per day and 50,000 requests for information reading per day. An average number of parallel calls greater than 5 over more than one minute will also be considered as exceeding reasonable usage limits.

If KIZEO considers that the use of its API exceeds these reasonable limits, KIZEO reserves the right to block the corresponding client's web service or even the Client's Account itself without prior notice.

The "permanent delete" function is only accessible by KIZEO teams. A written request shall be sent by email to [support@kizeo.com](mailto:support@kizeo.com) and shall be accompanied of a waiver of liability signed by the client at the attention of KIZEO. The Provider declines all liability for this irreversible action once it has been carried out.

## 4.2 SHAREPOINT

KIZEO has developed its connector to allow the use of SharePoint with Kizeo Forms. This connector is completely free of charge.

The use of this connector is only intended for people with the required skills to deal with these topics. It is not easily accessible without computer science or development knowledge.

In order to get all the documentation on the subject as well as the support needed for the implementation, please contact directly our support by email at [support@kizeo.com](mailto:support@kizeo.com) or by phone at +33 4 90 23 67 60.

## 4.3 BI

Our BI connector allows the Client to expose a copy of selected Data on a secure database such as MongoDB in order to make them searchable using an ODBC connector or a classic secure MongoDB connection by your preferred BI software such as PowerBI, Tableau and Qlik. The use of this connector is a paid solution not included in the Kizeo Forms Agreement.

Activation is done through a purchase order issued by the Client to KIZEO.

The Subscription is for one User license (only applies to the Account Administrator or group manager) and for a period of one year without the possibility of suspending or cancelling the Subscription.

The Subscription fee for one User is set at €90.00. The price is set per license and per year, and does not include VAT.

The BI connector, once activated on the Client's Account, is freely accessible, and although no limit is implemented to date, KIZEO reserves the right to intervene if reasonable usage limits are exceeded.

These limits are currently set per Client Account at 2 Gigabytes per license.

If KIZEO considers that the use of the BI connector on a Client Account exceeds these reasonable limits, KIZEO reserves the right to block the Client Account without prior notice.

## APPENDIX 2 – SERVICE LEVELS

The service levels provided hereafter are not applicable (i) in cases of exclusion stipulated under article 12.3 of the General Conditions, and (ii) for Beta Versions.

### 1. HOSTING OF THE SERVICE

In relation with hosting, KIZEO provides the following services: (i) making KIZEO applications available on servers located in Europe, (ii) hosting the servers in secure premises, (iii) setting up a secure environment including a firewall, (iv) server administration and monitoring.

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

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

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

<b>Availability</b>	24 hours a day – 7 days a week – 99,80 % (cumulative unavailability of maximum 16 hours per excluding planned interventions)
<b>Business Continuity Plan</b>	RPO = 8 hours RTO = 4 hours
<b>Planned interventions</b>	Security patches : 2 hours/month of disturbance Preventive/evolutive/curative maintenance: Interruption of service of maximum 4 hours in 80% of interventions Interruption of service of maximum 8hours for 20% of interventions The Provider undertakes to inform the Client at least 48 hours before any planned intervention. The number of planned interventions resulting in interruption of the service is limited to one (1) per month.

The duration of unavailability of the system corresponds to the time elapsed between the declaration of unavailability of the service by the Client and the restoration of the service by the hosting subcontractor.

### 2. SERVICE MAINTENANCE

A support service to deal with any Anomaly is available by phone or email from Monday to Friday included, from 9am to 6pm (Paris time). Anomaly reports must be confirmed by email to KIZEO without delay. KIZEO will diagnose the Anomaly and then implement its correction as soon as possible.

Anomalies are classified in 3 levels of severity:

- **Blocking** : is considered a Blocking Anomaly any Service Anomaly causing its total unavailability or the interruption of one of its essential functionalities, without any workaround for the Client.
- **Major** : is considered a Major Anomaly any Anomaly causing the Service not to conform to its nominal operational state on a recurring basis and causing significant inconvenience to the Client.
- **Minor** : Is considered a Minor Anomaly 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 Provider and the Client.

Severity of the Anomaly	Time for taking into consideration	Time for intervention	Time for a workaround	Time for resolution
Blocking	1 hour	4 hours	8 hours*	5 days*
Major	4 hours	1 day	16 hours*	10 days*
Minor	8 hours	8 day	n/a	30 days*

\*time for iOS (Apple) publication not included.

These time limits are expressed in working hours and working days in France PARIS GMT.

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

- The Client's report is complete;
- The Anomaly concerns the Service and not an extrinsic element (such as the Client's information system or an error in use);
- The Anomaly is reproducible;
- The Anomaly does not fall within one of the cases of exclusion stipulated in the General Conditions;
- The Client is up to date with the payment of the Service Subscription fee, which includes the maintenance of the Service as consideration.

### 3. USER ASSISTANCE

KIZEO répond aux questions du Client relatives à l'utilisation du Service, du lundi au vendredi de 9 h à 18 h (heure de Paris) par téléphone ou par email. Le Client désigne le ou les Administrateur(s) comme seules personnes habilitées à contacter le service technique KIZEO.

Pour toute demande d'assistance support et/ou d'accompagnement il est répondu au Client (Administrateurs de comptes et chefs de groupes (tels que définis à la Documentation) uniquement, KIZEO ne communiquant pas directement avec les utilisateurs de ses Clients), du lundi au vendredi, jours ouvrables, de 9h à 18h (heure de Paris) par téléphone au +334 90 23 67 60 ou par email à l'adresse suivante : [support@kizeo.com](mailto:support@kizeo.com).

Pour toute autre question : par email : [contact@kizeo.com](mailto:contact@kizeo.com) ou par téléphone : +334 90 23 67 65.

KIZEO responds to the Client's questions in relation with the use of the Service, Monday to Friday from 9:00am to 6:00pm (Paris time) by telephone or by email. The Client appoints the Administrator(s) as the only person(s) authorised to contact the KIZEO technical service.

Any request for support and/or assistance will be answered to the Client (Account Administrators and Group Managers (as defined in the Documentation) only, as KIZEO does not communicate directly with its Client's users), Monday to Friday, working days, from 9:00 am to 6:00 pm (Paris time) by telephone at +334 90 23 67 60 or by email at the following address: [support@kizeo.com](mailto:support@kizeo.com).

For any other questions: by email: [contact@kizeo.com](mailto:contact@kizeo.com) or by telephone: +334 90 23 67 65.

\*

## APPENDIX 3 – SERVICE SECURITY

To view the full Kizeo Forms data security document, please [click here](#)

## APPENDIX 4 – PERSONAL DATA PROTECTION

### 1. SCOPE

Pursuant to Article 16 of the KIZEO General Conditions, the purpose of this Appendix is to stipulate KIZEO's commitments in order to ensure the protection of the Client's personal data and the compliance of the processing operations covered by the Agreement with the applicable regulations (Regulation n°2016-679 of 27<sup>th</sup> April 2016 relating to the protection of individuals with regard to the processing of personal data and the free circulation of such data repealing Directive 95/46/EC ("GDPR") and Law n°78-17 of 6<sup>th</sup> January 1978 as amended, and applicable national legislation, hereinafter referred together as the "Regulation"). Under no circumstances can KIZEO be held responsible for a refusal by KIZEO to proceed with a Processing that does not comply with Regulation. This Appendix is agreed in accordance with Article 28 of the GDPR.

### 2. DEFINITIONS

Unless otherwise provided, the definitions present in the GDPR, in particular the terms "Controller", "Processor", "Purposes", "Recipients", "Data subject", "Member State", "Personal data", "Violation of personal data", "Processing", and "Supervisory authority", apply.

"Personal Data" in this context means any personal data, as defined in the GDPR, processed by KIZEO on behalf of the Client pursuant to or in connection with the Agreement. This Personal Data include, as specified below, Personal Data collected, processed or hosted by KIZEO acting as Processor to the Client within the performance of the Services referred to in the Agreement.

In addition, KIZEO is likely to collect and process Personal Data from employees of the Client as Processor, within the context of training and the Agreement's monitoring.

### 3. QUALIFICATION OF THE PARTIES

This Appendix covers all of the Services provided by KIZEO, whether it be (i) the SaaS Service, (ii) specific services agreed to in the Special Conditions, and more generally any intervention by KIZEO on the Client's Personal Data.

As soon as the Personal Data is processed or hosted on the servers or information systems of KIZEO or its hosting subcontractor, the technical and organisational measures described in the appendix "Service Security" apply. If the Personal Data is processed or hosted on the information system of the Client (including its mobile devices) or of any third party under the responsibility of the Client, it is the sole responsibility of the Client to ensure the protection of said Personal Data, the commitment of KIZEO being limited to their protection during their manipulation by its employees in the performance of the Services.

For the purposes of this Appendix, KIZEO is the Processor of the Client, who acts as Controller of the Processing (which includes the input of any Personal Data included in the Data referred to in the Agreement).

It is the sole responsibility of the Client to determine the legal basis that authorise(s) it to collect and process Personal Data of third parties. In particular, it is reminded that the collection of Personal Data of third parties in the context of prospecting, canvassing, surveys or other necessarily requires a legal basis compliant with the Regulation, and to proceed, according to the Regulation, to the prior information of the Data Subjects, or to the collection of the prior, free and informed consent of said Data Subjects. The Client therefore holds KIZEO harmless from any recourse, conviction or fine that may be pronounced against KIZEO due to the presence on its servers of Personal Data without any legal basis.

It is the sole responsibility of the Client to determine the third party Recipients to whom the Personal Data is transferred, if applicable, and to provide contact details for these Recipients to KIZEO. KIZEO is not responsible for the protection of Personal Data by these Recipients, which the Client acknowledges.

In the event of a modification to Processing, the Parties shall agree on any modifications necessary to meet the requirements of the Regulation.

Unless there is a separate legal basis applicable to KIZEO where it acts as Controller, KIZEO only intervenes on the Personal Data designated hereafter in the execution of the Purposes defined hereafter, within the Service that KIZEO performs in accordance with the Agreement and the Processing corresponding to this Service only, to the exclusion of any other use.

#### 4. CHARACTERISTICS OF PERSONAL DATA AND PROCESSING

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When performing the Agreement, KIZEO performs Processing operations for storage, retention, and editing through the functionalities of the Service (Application service for the input and processing of various information during mobility (field Data feeds) / dematerialisation of forms and intervention reports on mobile workstations, tablets or smartphones).

KIZEO provides a Service for data entry in situations of mobility which may involve any type of Data decided upon by the Client in the context of its activities, who chooses under its sole responsibility the Service ordered and the Data that it stores or has processed via the said Service. Given the generic nature of the Service offered, KIZEO is not able to control the nature of the Personal Data loaded nor the Purposes pursued by the Client. Consequently, the Client determines the Purposes, the categories of Data Subjects, the categories of Personal Data processed and the retention periods/deletion periods of the Personal Data, at its sole discretion and under its sole responsibility. The determination of the categories of Data Subjects, the categories of Personal Data collected, the Purposes pursued, the Recipients and the retention periods shall be made with reference to the Client's record of processing activities.

Without prejudice to the provisions of the Agreement relating to the Client's Data and content, KIZEO reminds :

That as the service provider in charge of storing the Data entered by the Client, KIZEO does not perform any prior control of the data and content stored or processed by the Client through the Service provided, including Personal Data. It is therefore the sole responsibility of the Client to ensure that only lawful Personal Data is transmitted to KIZEO;

That the processing of personal data which include "special" categories of Personal Data within the meaning of the Regulation (i.e., data revealing the alleged racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership of persons, genetic and biometric data, data concerning health, sex life or sexual orientation of persons, data relating to criminal convictions or offences, as well as the unique national identification number (NIR or social security number)), may involve additional security measures and a specific legal basis in particular. In any event, the Client undertakes to inform KIZEO in writing and in advance, before activating the Service, if it intends to collect and process "special" Personal Data through the use of the Service;

That for the processing of (i) "special" Personal Data as mentioned here above, (ii) Personal Data of "vulnerable" persons such as minors, or (iii) Personal Data on a large scale or behavioural profiling in particular, a prior impact assessment ("DPIA") may be necessary, which it is the responsibility of the Client to carry out. Where applicable, KIZEO undertakes to assist in such an assessment with regard to the scope of the Processing entrusted to KIZEO by the Agreement and the resources implemented by KIZEO for this purpose;

That under no circumstances is the Client authorised to store, host or process via the Services Personal Data concerning health.

#### 5. CHARACTERISTICS OF PERSONAL DATA PROCESSING BY KIZEO

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

KIZEO implements the appropriate technical and organisational measures in order (i) to prevent the unauthorised or illicit processing of Personal Data, (ii) to prevent the accidental loss, destruction or deterioration of Personal Data, (iii) to ensure awareness and training of its employees on the protection of Personal Data within the scope of their duties, and (iv) to ensure that only those of its employees and any subcontractors having to know about it within the framework of the Services have access to the Personal Data. The technical and organisational security measures implemented (the "Measures") are described in the appendix "Service Security".

By acknowledging 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.

Insofar as the Agreement relates to the provision by KIZEO of an application Service, KIZEO takes into account from its conception or within context of its technical evolution the principles of security, confidentiality, minimisation and protection of personal data.

#### 6. HANDLING OF DATA SUBJECTS' RIGHTS

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The Parties acknowledge and agree that it is the responsibility of the Client, as Controller, to process the requests made by Data Subjects in relation to their rights over their Personal Data as defined by the Regulation (right to information, right of access, rectification, erasure, opposition, limitation, portability or revocation of possible consent), concerning the Processing of Personal Data carried out, and that KIZEO is not itself obligated to follow up on them, unless the Client has documented instructions to do so.

As soon as the Client can directly access the Personal Data of Data Subjects through the functionalities of the Service, the Client is solely responsible for handling requests made by Data Subjects, according to procedures that it determines under its responsibility. However, the Client may request, via its Administrator(s), the assistance of KIZEO in the identification of the Personal Data and the processing of the requests, in writing. Any request must be made from an email address attached to the Client's Account and must include the Client's company code.

Where a request made by a Data Subject reaches KIZEO directly within the performance of the Service, KIZEO will send it without undue delay to the Client so that the Client can decide on the request and provide a response to the Data Subject. In any case, the Client is solely responsible for the appropriateness of the response to be given to the Data Subject, to establish his/her identity, to request additional information, to identify possible exceptions to the request, or to refuse to follow up on the request for legitimate reasons that the Client determines and communicates itself to the Data Subject.

In the event of a dispute with a Data Subject or in the event of other actions taken by a Data Subject with regard to the Processing of Personal Data entrusted to KIZEO, the Client will inform KIZEO as soon as possible, and KIZEO will cooperate and provide the Client with all useful information in this context.

## 7. PERSONAL DATA BREACH MANAGEMENT

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KIZEO undertakes to implement a detection system for possible Personal Data Breaches occurring on its information system in the context of the Services. In the event where a Personal Data Breach is observed within its scope of intervention, KIZEO undertakes to (i) alert the Controller as soon as possible, (ii) put in place any corrective measure limiting or eliminating the Personal Data Breach and (iii) investigate the reasons for the observed Personal Data Breach.

Where necessary and to the extent possible, the notification sent by KIZEO to the Client will include the information required by article 33 of the GDPR, allowing for the description of (i) the nature of the Personal Data Breach, (ii) the categories of Personal Data and the Processing(s) affected, (iii) the number and categories of Data Subjects, (iii) the origin and foreseeable consequences of the Breach for the Data Subject, and (iv) the measures implemented to stop the Personal Data Breach and attempt to limit or eliminate its consequences. Failing this, KIZEO will indicate the term at which additional information will be provided, in particular where a technical investigation is carried out by KIZEO or its Subsequent Processor.

In this context, KIZEO is not authorised to notify a Personal Data Breach directly to the Supervisory Authority, to the Data Subjects or to other third parties, unless KIZEO is required to do so by applicable law. Otherwise, it is the sole responsibility of the Client, as Controller, to decide and to proceed with the necessary notifications, by any means of its choice, to the Supervisory Authority, and to the Data Subjects where the Controller observes a risk to their rights and freedoms.

## 8. ASSISTANCE TO THE CONTROLLER

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KIZEO will inform the Client upon noticing a clear non-conformity between the needs expressed by the Controller in relation with the Agreement and the requirements of the Regulation. However, under no circumstances can KIZEO be held liable (i) for any non-compliance of the Processing which can be attributed to the Controller or (ii) for the failure to detect a non-compliance which is not serious and manifest.

KIZEO assists the Controller (i) by answering oral or written questions from the Controller 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 in question. To this end, KIZEO will make available to the Client the documentation relating to the fulfilment of its commitments under this Appendix.

If necessary, KIZEO reminds the Client that the processing of personal data including "special" Personal Data in the sense of the Regulation, Personal Data of "vulnerable" persons such as minors, or large-scale processing of Personal Data, or behavioral profiling, a prior impact assessment may be necessary. KIZEO undertakes, if necessary, to assist in the said assessment in relation with the scope of the Processing entrusted to it by the Agreement and the resources implemented by it for this purpose.

## 9. AUDIT

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Once (1) per year, subject to reasonable written notice, the Controller will have the right to conduct an audit on the implementation by KIZEO of the Measures stipulated in this Appendix, on the sole perimeter of the Personal Data and Processing related to the Agreement, excluding (i) any element of KIZEO's information system not affected by the Agreement, (ii) any personal data of other KIZEO clients, (iii) any element constituting KIZEO's business secret or industrial secret, and (iv) in compliance with KIZEO's intellectual property, security procedures, availability of collaborators and normal production. If the Subsequent Processor contracted by KIZEO for hosting purposes does not authorise audits on its premises, the latter will transmit any useful compliance report that KIZEO will send to the Client, which the Client acknowledges.



KIZEO will have to validate the identity of the auditor beforehand, and may reject him if he belongs to a company competing with KIZEO or is in a situation of conflict of interest. The cost of the audit will be borne by the Client. If the audit identifies a non-compliance with KIZEO's commitments, KIZEO will remedy the non-compliance as soon as possible and will send written confirmation to the Client. In any event, the audit report will be transmitted in writing to KIZEO, which will be entitled to make observations.

## 10. ENGAGEMENT OF SUBSEQUENT SUB-PROCESSOR

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KIZEO may engage a third party service provider for the purpose of performing all or part of the Services (hereinafter the "Subsequent Processor"), provided that the Subsequent Processor (i) is subject to the of the Client's prior and express approval, and (ii) contractually undertakes with KIZEO to ensure, in relation with the Subsequent Processor's intervention, the protection of Personal Data in a manner substantially equivalent to the requirements of this Appendix.

On the date of signature of the Agreement, the Client is informed and expressly approves the use of the following Subsequent Processor(s) stipulated in the appendix "Service Description", for the execution of the corresponding Processing. Any subsequent use of another Subsequent Processor shall be made in accordance with the following procedure. The Client may ask KIZEO to transmit the statement of the Personal Data protection policy deployed by the Subsequent Processor, in particular in the event of cross-border data flows (see below).

Where applicable, KIZEO will inform the Client of the proposed appointment of a new Subsequent Processor, specifying the name, address and contact details of the Subsequent Processor as well as the aspects of the Processing that the Subsequent Processor will be in charge of and in particular whether it involves a cross-border flow of Personal Data. If, within a period of eight (8) calendar days from receipt of this notification, the Client expresses in writing legitimate and reasoned objections to the appointment of the Subsequent Processor in question, KIZEO will exchange with the Client in order to respond to the objections raised by the latter and, where it is not possible to agree on such measures, KIZEO may terminate the Agreement, subject to a one (1) month's prior notice. In the absence of a response from the Client within the time limit specified above, the Subsequent Processor presented will be accepted by the Client.

In the event of a breach by the Subsequent Processor of its contractual obligations, KIZEO remains liable to the Client under the conditions stipulated in the Agreement.

## 11. CROSS-BORDER FLOWS OF PERSONAL DATA

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By default, KIZEO undertakes to conduct the Processing of Personal Data only within the territory of the European Economic Area ("EEA"). However, in the event that the Service (including hosting) involves a transfer of Personal Data outside the EEA, KIZEO (i) keeps the Client informed and (ii) ensures beforehand that the said transfer is carried out under guarantees that comply with the requirements of the Regulation, such as standard contractual clauses enacted by the European Commission or the Supervisory Authority, binding corporate rules, adequacy decision of the European Authorities or any other guarantee provided for by the Regulation, the presentation of which KIZEO will make available to the Client on first request. On the date of signature of the Agreement, the Client is informed and expressly approves the transfers stipulated in the appendix "Service Description", for the execution of the corresponding Processing.

## 12. PERSONAL DATA OF the PARTIES' COLLABORATORS

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In relation with the conclusion and operational and accounting management of the Agreement, each of the Party may also access the Personal Data of certain categories of persons (signatory of the Agreement for the Client, operational contacts, legal contacts, accounting contacts, Users and Administrator of the Client authorised to log on and use the Service, etc.). KIZEO processes these data as Controller, within the contractual performance of its Service. Each Party undertakes, as Controller, to protect and use the Personal Data of these contacts of the other Party only for the purposes of managing the Agreement, and to provide for the appropriate organisational technical measures throughout the duration of the Agreement. The Personal Data of these contacts will be deleted by each Party at the end of the Agreement, excepted where a prolonged retention is required by a legal obligation to archive or to preserve evidence.

## 13. EXCHANGES WITH THE SUPERVISORY AUTHORITY

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To the extent permitted by applicable law, KIZEO will inform the Client without undue delay of any investigation, formal notice or other procedure likely to relate to the Processing by KIZEO of the Client's Personal Data conducted by a Supervisory Authority or any other public authority. Where appropriate, the Parties shall assist each other to ensure consistent communication with the Supervisory Authority regarding any investigation that it conducts. In the event of any dispute, injunction or fine imposed or envisaged by the Supervisory Authority or other competent authority concerning the Processing of Personal Data against either or both of the Parties, the Parties shall inform each other without undue delay in order to allow themselves to defend effectively against such actions or to settle them amicably in a timely manner.

## 14. USE OF PERSONAL DATA UPON EXPIRATION OF THE AGREEMENT

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KIZEO keeps the Personal Data of the Client (i) for the period(s) defined by the Client and (ii) for the entire duration of the Agreement, increased where necessary by the legal periods for evidence and statute of limitations.

Without prejudice to the foregoing, and up to the requirements related to the performance of the Services, KIZEO will proceed with the deletion of the Personal Data processed by KIZEO as a Processor, at the express request of the Client or at the documented request of a Data Subject, relayed and validated in writing by the Client via an Administrator appointed by the Client and identified as such by KIZEO and in any event, at the end of the Agreement, after the corresponding Personal Data has been returned to the Client.

Subject to the exceptions stipulated above, in the event of (i) termination of the Agreement, or (ii) at any time upon written request by the Client, KIZEO must delete and obtain the deletion by its Subsequent Processor(s) of all copies of the Client's Personal Data, or upon specific written request, of some of these Personal Data.

## 15. SCOPE OF LIABILITIES

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As Controller, it is the Client's responsibility to ensure that the Data Subjects subjected to the Client's Processing are informed about (i) the Personal Data collected, (ii) the Processing carried out, (iii) the Purposes pursued, (iv) the legal basis on which the Processing is based, (v) any third party Recipients of the Personal Data, as well as (vi) all other information owed to the Data Subjects in accordance with articles 13 or 14 of the GDPR, including a reminder of the rights they have over their Personal Data and the contact details to which they may invoke them. The Controller determines the methods of dissemination and the effectiveness of this information under his sole responsibility. If necessary, the Client communicates the information messages to KIZEO for the purpose of their publication (push messages).

In any case, it is the responsibility of the Client, as Controller, to ensure compliance with the Personal Data Regulation of the Processing that it entrusts to KIZEO, as well as, more generally, the processing on its own information system, with its own employees and other sub-contractors, and to deploy the appropriate technical and organisational measures within its organisation. KIZEO rejects any all liability related to the compliance of the Controller where it exceeds the sole scope of the Services object of the Agreement.

In this respect, it is up to the Client as Controller to (i) collect under its responsibility the Personal Data which 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 if necessary, that they have been covered by the necessary consents of which the Client keeps proof), (iii) ensure the complete prior information due to the Data Subjects, (iv) document all the instructions that it sends to KIZEO relating to Personal Data, (v) ensure throughout the duration of the Agreement the compliance by KIZEO with all the obligations provided for by the Regulation and (vi) supervise the execution of the Processing carried out on its behalf.

It is reminded that KIZEO may only be held liable for damages directly linked to a failure by KIZEO to fulfil its commitments as a Processor, or if KIZEO has acted outside or contrary to the instructions issued by the Client which comply with the Regulation, within the limits stipulated in the Agreement.

In the event of a fine, conviction or prejudice suffered by KIZEO (i) as a result of a failure by the Controller to comply with its obligations under the Regulation, or (ii) as a result of an instruction addressed to KIZEO, in particular if the instruction leads to a non-compliance of the Processing entrusted to KIZEO with the Regulation, the Controller undertakes to compensate KIZEO for any fine, conviction or prejudice suffered.

## 16. RECORD OF PROCESSING ACTIVITIES AND APPOINTMENT OF DPO

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

Pursuant to article 37 of the GDPR, KIZEO has not designated a DPO. KIZEO's agent in charge of matters relating to the protection of Personal Data is designated hereafter: Vincent DEMONCHY.