

## TERMS AND CONDITIONS

### (I) General

1. **Purpose.** The purpose of these general terms and conditions of sale (the "**Terms and Conditions**") is to define the terms and conditions of the provision of (i) an online virtual reality training solution in software as a service (SaaS) mode, allowing the creation of interactive immersive experiences based on 360° captures (the "**Solution**"), (ii) the Uptale website (the "**Site**"). (iii) the workspace created by Uptale in the Solution and made available to the Customer to allow it to manage Users, Experiences and Content (the "**Environment**"), (iv) virtual reality content for training purposes developed by Uptale by Uptale for the Customer's specific needs and for use with the Solution ("**Specific Experiences**") and (v) any professional services available via the Solution or the Site (together with the Solution, the Specific Experiences and the Site: the "**Services**").
2. **Contractual documents.** The contractual relationship between the Parties consists of the following contractual documents (hereinafter the "**Contract**"), set out in descending order of priority:
  - the Terms and Conditions;
  - the quote or purchase order accepted and signed by the Client.

The Client expressly accepts all these documents, which constitute an inseparable whole binding the Parties. In case of contradiction between these documents, the provisions of these Terms and Conditions shall prevail.

### II) Provision of the Solution

#### 1. **Description of Services**

**1.1 Technical specifications.** To use the Services, the Client must have Internet access. The costs of Internet access are borne by the Client. The Client must also have a technical environment that meets the standard prerequisites described on the Site. It is the Client's responsibility to update its hardware and software environment to access and use the Services.

**1.2 Description of the Solution.** The Solution allows users ("**Creators**") to create virtual reality content for training purposes (the "**Experiences**") and to view and share these Experiences so that other users ("**Learners**") can immerse themselves in and participate in such Experiences. The Solution and Experiences are hosted by Uptale and accessible online.

**1.3 Description of Services.** If the Customer orders Services, these are defined in the purchase order or quotation. Deliverables created by Uptale specifically for the Client in performance of the Services, such as specific experiences, are also identified in the purchase order or quotation (the "**Deliverables**"). The purchase order or quotation is deemed to contain the complete description and specifications of the Services to be performed.

2. **Purchase of equipment.** The Client is responsible for the purchase of any equipment necessary to use the Services. At the request of the Client, Uptale may sell equipment, such as a virtual reality headset, to the Client. In such case, this equipment is placed under the custody of the Client from the time of its delivery. The Client will be responsible for any damage caused to or by it. Uptale remains the sole owner of the equipment until complete payment of the equipment by the Client. The warranty applicable to the equipment and, if applicable, to the software included in such equipment, is the warranty provided by the manufacturer, whose terms and conditions are sent to the Client with the equipment. The Client shall address all and any claims relating to the equipment to the manufacturer of the equipment and releases Uptale from any liability in this respect.
3. **Disclaimer.** The Client procures that the Learners of his Experience will comply with the following precautions. The Learner undertakes not to participate in an Experience while driving or walking, or in any other situation during which participation in the Experience would be likely to impair his/her vigilance and prevent him/her from complying with safety rules, such as road regulations. When participating in an Experience, the Learner must ensure that there he/her has enough space to look around and must not attempt to move. When immersed in an Experience, the Learner must take regular breaks. In case of nausea, discomfort, visual fatigue or dizziness, the Learner must immediately stop viewing the Experience. If the Learner participating in an Experience has previously experienced heart attack, seizures or other risk factors, the Learner should consult a physician prior participating in an Experience.
4. **Registration on the Site.** The Contract implies the opening of an account on the Site, in the name of the Client, giving him access to a personal space ("**Personal Space**") allowing it to manage its use of the Services in a form and according to the technical means that Uptale deems to be the most

appropriate to provide. The Client can access his Personal Space at any time after identifying itself with its username and password. The Client undertakes to make personal use of the Services and not to allow any third party to use them in its place, failing which it will bear full liability. The Client is also responsible for maintaining the confidentiality of its identifiers. The Client must immediately contact Uptale at the address indicated in the quote or order form if it finds that its Personal Space has been used without his knowledge. The Client acknowledges Uptale's right to take all appropriate measures in such cases.

## **5. Access to the Solution and Services.**

### **5.1 Services initially included**

The Client has subscribed to the offer described in the quote or purchase order. Thus, the Client may, as the case may be:

(i) Create a number of "**Sub-Accounts**", as indicated in the quote or purchase order so that others can, under the responsibility of the Client:

- create Experiences ("**Creator Accounts**");
- use Experiences ("**Learning Accounts**");

(Creators and Learners are all referred to as "**Users**").

(ii) Provide Users with access to a number of Experiences (the "**Sessions**") as indicated in the quote or order form;

(iii) Have access to the Services.

### **5.2 Additional Services**

If the Client uses all Sessions before the end of the contractual year, he may purchase new Sessions, according to the prices indicated in the purchase order or quotation.

The validity of the extension Sessions runs until the subscription renewal date of the Contract. Any Sessions that are not used by this date will not be carried over to the following year, will not be refunded and will be lost.

If Client uses all Sub-Accounts, Experiences or Workspaces as indicated in the quote or purchase order before the end of the contractual year, Client may purchase new Sub-Accounts, Experiences, Environment, according to the prices indicated in the purchase order or quotation.

The subscription for any additional Sub-Account, Experience or Environment will be billed on a pro-rata basis, on the date of the Contract, renewed under the terms of the Contract.

### **5.3. Acceptance of Deliverables**

Uptale will submit the developed Deliverables to Client for validation of the Deliverables' compliance with the specifications defined in the corresponding purchase order or quotation. Upon delivery of each Deliverable by Uptale, the Client shall have a fifteen (15) days testing period to review the Deliverables and notify Uptale of its decision to (i) accept the Deliverables, (ii) express reservations, or (iii) reject them. In the absence of notification by the Client within the aforementioned fifteen (15) days, the Deliverables shall be deemed accepted by the Client without reservation.

The Client undertakes to justify any reservation or refusal in order to allow Uptale to modify the relevant Deliverable accordingly.

In the event of reservations or refusals, Uptale will endeavor to modify the relevant Deliverable to make it comply with the specifications defined in the corresponding purchase order or quotation. Once the modified Deliverable is delivered to the Client, the procedure for acceptance of the Deliverable described above will apply again.

If it is impossible for Uptale to achieve the required compliance of the Deliverables with the specifications defined in the corresponding purchase order or quotation within a reasonable time, Uptale will notify the Client. Within five (5) days of Client's receipt of such notification, the Parties will meet to define an action plan to remedy the situation.

### **(III) Financial provisions**

#### **1. Price of Services**

- 1.1 Price.** The price of the Services and equipment is set in the quote or purchase order accepted by the Client. Unless otherwise provided, it shall be expressed in euros exclusive of tax. If applicable, value added tax (VAT) will be added to the sums due and will be payable by the Client.
- 1.2 Price Modification.** The subscription price for the Services is subject to change by Uptale. This change will be applicable from the renewal of the subscription. The Client will be informed by Uptale by email with a notice of at least one (1) month before the renewal of its subscription. If the Client expresses its disagreement with the new price, it must terminate its subscription before the automatic renewal of the latter, in accordance with the provisions of article V.6. If the Client does not terminate the subscription before the new rates come into effect, it will be deemed to have accepted them.
- 2. Invoicing.** The Services are subject to invoicing and invoices will be sent to the Client by any appropriate means.
- 3. Terms of payment.** The terms of payment of the price of the Services are provided in the quote or purchase order accepted by the Client. Payment can be made either:
- (i) by direct debit from the Client's credit card number. The debit is implemented by the payment service provider indicated on the Site, which alone keeps the Client's bank details for this purpose. Uptale does not keep any banking information; or
  - (ii) after sending an invoice. Invoices are due by the Client within 30 days of the invoice date.

**4. Late payment and payment defaults.** In the event of late payment, Uptale may:

- (i) apply late payment interest on amounts still due. Late payment interest will be calculated from the day after the payment due date until the date on which the Uptale account is credited. The late payment interest rate is set at 3 times the legal interest rate applicable in France, plus the recovery indemnity set at 40 euros by decree or its possibly updated amount, in accordance with the provisions of Article L. 441-6 of the Commercial Code; and
- (ii) immediately suspend the provision of Services or equipment in progress until full payment of all sums due by the Client.

### **IV) Obligations of the Parties**

#### **1. Obligations of the Client**

##### **1.1 General**

Without prejudice to the other obligations provided for herein, the Client undertakes to comply with the following obligations. The Client undertakes, in its use of the Services, to comply with applicable laws and regulations and not to infringe the rights of third parties or public order.

The Client acknowledges having read on the Site the characteristics and constraints, in particular technical, of all the Services. It is solely responsible for its use of the Services.

The Client acknowledges and agrees that the implementation of the Services requires that it be connected to the Internet and that the quality of the Services depends directly on this connection, for which it is solely responsible.

Users access and use the Solution under the sole responsibility of the Client who manages alone, via the Environment, User access, the quotas for using the Solution as provided in the order form or quote, Content and Experiences. The Client undertakes to use the Services in accordance with the provisions of the Contract, within the limits of the license granted to it by Uptale.

The Client undertakes to provide Uptale with all the information necessary for the proper performance of the Services. More generally, the Client undertakes to cooperate actively with Uptale for the proper execution of these Terms and Conditions.

The Client is solely responsible for any content uploaded to its Environment including audio files, texts, photos, images, graphics, comments, data and User accounts (the "**Content**") that it disclosed as part of the Services.

The Client warrants that it has all the rights and authorizations necessary for the provision of this Content.

The Client warrants that its Content is lawful, does not infringe public order, morality or the rights of third parties, does not infringe any legislative or regulatory provision and more generally, is in no way likely to involve the civil or criminal liability of Uptale.

The Client is also prohibited from:

- damaging, harming or disrupting the Services, servers and/or networks connected to the Services;
- modifying, adapting or hacking the Site or modifying another site to imply that it is linked to the Site;
- using the Services to break into the computer system of a third party or that of Uptale or to carry out any activity that could damage, control, interfere with any computer system of third parties or Uptale and infringe its integrity and security;
- publishing or more generally making available Content and statements harmful to Uptale's image and reputation;
- collecting or storing Users' personal data unless this collection is carried out in accordance with the applicable law on personal data, in particular the Data Protection Act No. 78-17 of 6 January 1978 and Regulation of the European Parliament and of the Council No. 2016/679 of 27 April 2016 on the protection of personal data.

The Client undertakes to inform Uptale without delay of any complaint, claim or lawsuit regarding the Content. The Client acknowledges being in compliance with the Terms of Use and guarantees that all Users will comply with the Terms of Use. Client acknowledges that Uptale may prevent a User from accessing the Services in the event that such User fails to comply with the Terms of Use.

**1.2 Data backup.** The Client undertakes to regularly perform all necessary backups of all data on its systems that could be impacted, modified or destroyed by the development services. Uptale can not in any way be held responsible for any loss or alteration of data.

**1.3 Client warranties.** Client shall indemnify and hold harmless Uptale against any and all complaints, claims, actions and/or demands of any kind that Uptale may suffer as a result of the Client's breach of any of its obligations or warranties under the Contract. Client agrees to indemnify and hold Uptale harmless from any and all liability for any injury, loss, demand, cost, expense, tax or levy (including any expert or legal fees) suffered by Uptale in connection with the performance of its obligations under the Contract, any action by any third party against it under the Contract (or any transaction relating thereto) or as a result of the Client's failure to comply with any provision of the Contract.

**1.4 Sanctions for breach.** In the event that Client breaches any of the provisions of the Contract or, more generally, infringes any applicable law or regulation, Uptale reserves the right to take any appropriate measure and in particular to:

- suspend or terminate Client's access to the Services where Client is the perpetrator of the breach or infringement, or participated in it;
- remove any Content or more generally any Experience posted on the Site;
- publish on the Site any information notice that Uptale deems useful;
- notify any relevant authority;
- take legal action.

**2. Uptale's obligations.** Uptale undertakes to provide the Services with care, being understood that Uptale is bound by a reasonable efforts obligation (*obligation de moyen*), which the Client expressly acknowledges and accepts.

As such, the Services are provided as is and without any express or implied warranty of any kind. In particular, Uptale cannot guarantee that the Services will operate without interruptions and that they will be free of errors or viruses. It is the Client's responsibility to set up an adequate protection system for its information system and backup of its data, intended to fight against viruses, malwares, fraudulent access attempts and loss of data.

When the Content is exclusively created by the Client, Uptale only acts as a hosting provider. In this case, it is only likely to intervene on the Content for purely technical needs related to the operation of the Services. Consequently, Uptale cannot be held responsible for Content and Experiences whose authors are third parties, any possible claim must be directed in the first place to the author of the Content and Experiences in question. Content and Experiences harmful to a third party may be notified to Uptale in the manner provided for in article V.3.2, Uptale reserving the right to take the measures described in article IV.1.4.

To the fullest extent permitted by law, Uptale shall not be held liable for any loss of information available through User's account, including but not limited to Contents and Experiences. Client shall backup a copy of its information, Content and Experiences and cannot seek for any indemnification in case of loss.

Uptale undertakes to carry out regular checks to control the satisfactory performance and accessibility of the Services. As such, Uptale reserves the right to temporarily interrupt access to the Services for maintenance purposes.

Uptale cannot be held responsible for temporary difficulties or impossibilities of access to the Services that would be caused by circumstances external to it, force majeure, or that would be due to disruptions of telecommunications networks.

Uptale is also not responsible for any transactions between the Client and any advertiser, professional or merchant (including any of its partners) to whom the Client may be directed via the Services, and will not be a party to any disputes with such third parties concerning, in particular, the delivery of products and/or services, warranties, representations and any other obligations to which such third parties are subject.

Uptale does not warrant that the Services, being standard and in no way offered solely for a given Client according to its own personal constraints, will specifically meet the Client's needs and expectations.

## **V) General provisions**

1. **Liability.** Uptale and the Client, considering their respective commitments and obligations, acknowledge that the prices of the Services and equipment reflect the risk allocation they wish to operate between themselves and agree that their total maximum liability shall be limited to the amount, excluding VAT, paid by the Client under the relevant order form or under the relevant quotation during the twelve (12) months period preceding the last event giving rise to the liability of the relevant Party.

The Parties expressly agree that their liability shall be limited to direct damages only. The Parties shall in no event be liable for any indirect damages, as well as for any loss of income, missed revenues, loss of operation or costs of production interruption.

2. **Intellectual property rights.**

**2.1 Ownership.** The Client acknowledges that the Solution, the Site, the Environment, the Services, the Deliverables and the structures, infrastructure, source codes, databases, know-how, methodologies, technologies, equipment, logo, graphics, user interface, photos, brand, interactive elements or any other type of content used by Uptale to provide the Services, including any patents, copyrights, trade secrets and other proprietary rights (the "**Intellectual Property Rights**") attached to the Solution, the Site and the Services provided by Uptale to the Client in accordance with the professional Services are and remain the exclusive property of Uptale.

**2.2 License to the Solution.** Subject to payment of applicable fees in accordance with the quotation or purchase order and Client's compliance with its obligations under the Contract, Uptale grants Client a personal, non-exclusive, non-transferable, worldwide right to use the Solution and the programs associated with them and the Deliverables, for use by Users and for Client's needs, for the duration of its subscription, authorizing remote access and use of the Solution hosted by Uptale for the number of Sessions indicated in the quote or order form and, where applicable, by the number of Users, to the exclusion of any other person.

The Client's commitments under this article do not prevent the Client from operating its Content and Experiences and in particular from authorizing third parties to access and use them via the Solution within the limits of the usage quotas defined in the corresponding order form or quote.

The Client undertakes to ensure compliance with the Contract by Users, its employees, contractors and, more generally, any person accessing the Solution on its behalf or with its authorization. The Client shall be held liable for the acts of such persons in breach of the provisions hereof.

Uptale remains the sole owner of the Intellectual Property Rights relating to the Solution, the associated programs, the Deliverables and the Environment. These Terms and Conditions do not entail any transfer of Intellectual Property Rights to the Client. The Client undertakes not to (i) distribute, rent, sublicense, assign (either directly or as a result of another legal transaction) or transmit all or part of the Solution, the programs associated with it, the Deliverables or its limited right of use; (ii) attempt to decompile, disassemble, or reverse engineer the Solution and/or associated programs and/or the Deliverables, even when such acts are essential to obtain the information necessary for the interoperability of the Solution and/or associated programs and/or Deliverables with other software, such information being accessible to Client from Uptale upon express request; or in any other way attempt to access the source code of the Solution and/or associated programs and/or Deliverables, or to take any action that infringes Uptale's Intellectual Property Rights; (iii) develop or have developed by a third party, any software derived from or based on the Solution and/or the programs and/or Deliverables associated therewith; or (iv) modify the Solution and/or associated programs and/or Deliverables without Uptale's prior written consent.

**2.3. Ownership or use of data.** The provision of documents, files or data by either Party to the other grants only those rights necessary for the performance of the Contract and does not affect the Intellectual Property Rights of the transmitting Party in respect of such items.

Each of the Parties remains the owner of all rights to the documents, files and data belonging to it. The reproduction or any other use of documents, files or data entrusted by one of the Parties to the other for purposes other than the performance of the Contract under the conditions herein is prohibited without the prior written authorization of the Party having entrusted these elements to the other.

Each of the Parties undertakes to take all appropriate measures to prevent the loss or destruction of such documents, files or data, which remain subject to the confidentiality obligations provided in the Contract.

In particular, each of the Parties undertakes to make the necessary back-up operations for all data on its systems under its control, which could be impacted, modified or destroyed. In the event of default of the Party owning the data, the other Party shall in no way be held liable for any loss or alteration of data.

If one of the Parties so requests, the other Party undertakes to return all documents, files or data entrusted to it, files or data entrusted to it, and in particular all functional, graphic, economic commercial and strategic elements, and not to retain any copies.

Each Party undertakes to ensure that its personnel and any subcontractors comply with the obligations set out in this Article.

**2.4 License to certain elements of the Solution.** The Solution and Deliverables include elements consisting of interactive features and elements (such as stars and tags), which the Client can integrate into its Experience. In order for the Client to have full access to the Experience, Uptale grants the Client on a non-exclusive basis, for the duration of the corresponding Intellectual Property Rights and for the whole world, the widest rights of reproduction, representation, use, modification, translation and adaptation of the said elements that it holds, as incorporated into the Experiences.

**2.5. Assignment.** Uptale assigns to the Client, subject to payment of the price, the Intellectual Property Rights it holds attached to the Specific Experiences created by Uptale on behalf of the Client in the context of the execution of the Services, for the legal term of protection of the Intellectual Property Rights and for the whole world.

### **3. Content and Experiences**

**3.1 Ownership of Content and Experiences - license.** Content and Experiences exclusively created or posted online by the Client are owned and controlled exclusively by the Client. For the sole purpose of enabling Uptale to provide the Services to the Client, the Client grants Uptale, free of charge, a right to access, use, reproduce, represent, store, adapt the Content and Experiences as well as all the data it communicates, non-exclusive and sublicensable, during the term of each purchase order or quotation and for the whole world. This license includes all rights necessary to enable Uptale to provide the Services to Client. It is the Client's responsibility to ensure that it has the necessary rights and authorizations to broadcast, distribute and exploit its Experience.

Uptale agrees that the Intellectual Property Rights in the Content created exclusively by the Client belong to the Client and remain its property. The latter has the right to use and reuse it as it wishes.

If Uptale creates content while providing professional Services, such content should be considered Deliverables.

**3.2 Reporting illegal content.** With the exception of Content that is created by Uptale, Uptale is a hosting provider within the meaning of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy (the "LCEN"). Uptale is therefore not obliged to monitor Content and Experiences and has no knowledge of Content and Experiences.

In accordance with Article 6-I-7 of the LCEN, Uptale provides the Client with an easily accessible and visible device allowing the Client and the Learners to report to Uptale Content that glorifies crimes against humanity, incites racial hatred or child pornography.

Such content may be reported by writing to the following email address: hello@uptale.io or by clicking on the link provided for this purpose and indicating the date, the identity of the Client, the URL address of the content reported, its description and the identification of the author.

The Client is informed that Uptale must then inform the competent public authority without delay of the presence of the illegal content reported to Uptale.

In accordance with Articles 6-I-3 and 6-I-5 of the LCEN, Uptale must remove illegal content, or to make access to such content impossible, as soon as Uptale becomes aware by notification of the presence of such content. Such notification must be made in writing to the following email address: hello@uptale.io and contain the following:

- the date of notification;
- if the notifier is a natural person: surname, first names, profession, domicile, nationality, date and place of birth;
- if the notifier is a legal person: its form, name, registered office and the body that legally represents it;
- a description of the facts in dispute and their precise location;
- the reasons why the content must be removed, including mention of legal provisions and justifications of facts;
- a copy of correspondence addressed to the author or publisher of the disputed information or activities requesting its interruption, withdrawal or modification, or justification that the author or publisher could not be contacted.

Content improperly notified as illegal with the aim of obtaining its removal may give rise to civil and/or criminal liability on the part of the author of such notifications.

The Client is informed that Uptale may be legally compelled to disclose Content or information in its possession concerning the Client in accordance with (i) applicable law and (ii) court orders requiring the disclosure of personal data in the context of an investigation.

- 4. Third party links and websites.** Uptale can in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including any partners) that the Client accesses through the Services. Uptale bears no responsibility for the content, advertising, products and/or services available on such third-party Sites and mobile applications, which are governed by their own terms of use. Uptale is also not responsible for transactions between the Client and any advertiser, professional or merchant (including any partners) to whom the Client would be directed through the Services and can in no way be a party to any disputes whatsoever with these third parties concerning in particular the delivery of products and / or services, any warranties, representations and other obligations to which such third parties are bound.
- 5. Technical rules.** In order to ensure a smooth operation of the Services, the Client must comply with the technical indications given by Uptale. These indications are subject to change according to technical adjustments and needs related to the operation of the Services, in particular concerning the storage of Content.

More generally, Uptale may, at any time, be required to delete Content if its technical characteristics cause technical difficulties involving major disruptions to the operation of the Services.

- 6. Duration of Services - Termination.** The Terms and Conditions will take effect from the date of signature of the purchase order or quotation by the last of the two Parties for the duration specified in the order form or quotation concerned.

At the end of this period, the Terms and Conditions will be tacitly renewed for successive periods of one (1) year, unless terminated by either Party with a notice period of one (1) month before the end of the current period.

## **VI) Personal data**

While using the Services, the Client is the data controller and Uptale is the data processor within the meaning of French Act 78-17 of 6 January 1978 "*Informatique et Libertés*" and the GDPR (hereafter the "**Personal Data Regulations**"). The Parties agree to comply with their obligations under the applicable Personal Data Regulations.

1. **Client's obligations as data controller.** Client is responsible for complying with its obligations relating in particular to the information of data subjects and the exercise of their rights. As a consequence, the Client undertakes to implement all measures enabling the Users to contact the Client directly for any question relating to the collection of their personal data in the context of the Experience and of their use of the Solution.
2. **Uptale's obligations as data processor.** When processing data on behalf of the Client, Uptale undertakes to comply with its obligations under the applicable Personal Data Regulations.

**i. Description of the data processing**

For the Term of the Agreement, Uptale is authorized, as a processor, to process on behalf of the Client the personal data necessary to provide the Services under the following conditions:

- Nature of the processing: collection, recording, organization, structuring, hosting, erasure or destruction, access
- Purpose of the processing: the provision of the Services.
- Type of personal data processed: identification data (name, first name, email address) ; professional life identification data (name, first name, email address); professional life (score of the data subject); login data; account data; training data; usage data; image; photograph.
- Categories of data subjects: employees, clients, prospects, subscribers, service providers, authorized representatives, contacts and visitors of the Client

**ii. Data processor's obligations**

In addition to the obligations of confidentiality provided for herein which apply to any personal data, Uptale undertakes to:

- use the personal data provided by the Client only on behalf of the Client, in accordance with the Client's documented instructions and for the sole purpose of performing the Agreement;
- not to transfer personal data to a third country or to an international organization, that do not provide adequate guarantees for the protection of personal data, unless it complies with the terms of this Article or is required to transfer such data under applicable law; in this case, Uptale will inform the Client of this legal obligation prior to the transfer, unless the applicable law prohibits such information for important reasons of public interest;
- not to transfer, use, modify or disclose the personal data to anyone, whether free of charge or for a fee, without the prior written consent of the Client and use personal data only on behalf of the Client, in accordance with the documented instructions of the Client and for the sole purpose of performing the Services;
- implement all necessary technical, organizational and structural measures to ensure the confidentiality and security of personal data, considering the nature of the personal data and the risks presented by the performance of the Agreement, and in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties, and more generally, to implement the necessary measures to protect personal data against any accidental or illicit destruction, accidental loss, alteration, diffusion or unauthorized access;
- implement all necessary measures to ensure that its employees implied in the achievement of the Services are informed and trained in an adequate way to respect the undertakings subscribed by Uptale in terms of confidentiality and security of the personal data in accordance with this Agreement;
- inform the Client, as soon as possible after they become known, and in writing, of any incident relating to the processing and the safety of the personal data and in particular any access, disclosure, use or unauthorized access or modification or destruction of the personal data, by specifying the measures which are implemented by Uptale to end the incident and to prevent its renewal. The Client reserves the right to formulate requests, suggestions or comments in writing concerning the measures taken by Uptale;
- cooperate with the Client, in the context of compliance with its legal obligations under the Regulations applicable to personal data, and in particular for the exercise of the data subject's right, carrying out impact analysis and exchanges with the supervisory authorities;
- at Client's option, erase all personal data or return it to the Client at the end of the Agreement and destroy existing copies, unless applicable law requires retention of personal data;



- make available to the Client all information necessary to demonstrate compliance with the obligations under this Article and to allow for and contribute to audits, inspections, conducted by the Client or another auditor mandated by the Client;
- immediately notify the Client if, in its opinion, any instruction from the Client constitutes a breach of the Agreement or other provisions of EU or Member State law relating to data protection.

### iii. Localization of the data processing

Uptale undertakes to process personal data on behalf of the Customer only from a member state of the European Union or within any other country recognized by the European Commission as having a sufficient level of protection of personal data with respect to the protection of the privacy and fundamental rights and freedoms of individuals.

By way of exception, Uptale may transfer the personal data which are entrusted to him by the Client outside the European Economic Area for the needs of the Agreement. Before any such transfer of data, Uptale undertakes to:

- provide to the Client the list of the countries located outside of the European Economic Area to which Uptale will transfer data;
- cooperate with the Client to ensure the implementation of adequate procedures to comply with the applicable Personal Data Regulations;
- if necessary, to implement the standard contractual clauses governing the transfer of Personal Data as adopted by the European Commission.

### iv. Data sub-processors

The Client is informed that during the performance of the Services, Uptale may use subcontractors (hereinafter referred to as the "**Data Sub-Processors**").

Uptale only uses Data Sub-Processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the applicable Personal Data Regulations.

During performance of the Agreement, Uptale may subcontract all or part of the processing to Data Sub-Processors.

Authorized Data Sub-Processors are listed hereafter:

Name of the Data Sub-Processor	Address and location of the Data Sub-Processor	Purpose of the processing carried out by the Data Sub-Processor
Cloud Microsoft Azure	1 Microsoft Way, Redmond, WA 98052 USA	Hosting of the Solution
Intercom	55 2nd Street, 4th Fl., San Francisco, CA 94105, USA	Chat support
Sendinblue	7, rue de Madrid, 75008 Paris, France	Sending emails

## VII) Final provisions

1. **Force majeure.** In the event of a force majeure event, as defined by Article 1218 of the French Civil Code, the Party affected by such an event shall notify the other Party as soon as possible of the nature of the force majeure event and its impact on the Contract.

Neither Party shall be deemed to have failed to perform its obligations under the Contract or shall otherwise be liable to the other Party because of a delay in the performance or non-performance of any of its obligations under the Contract, provided that such delay or non-performance is due to a force majeure event of which it has informed the other Party. The Party affected by a force majeure event shall use its best efforts to remedy the situation.

If a force majeure event continues for thirty (30) days from the notification provided for in the first paragraph of this Article, the Party not affected by the force majeure event may automatically terminate the Contract by notifying the other Party by registered letter with acknowledgement of receipt without further formality and with immediate effect.

2. **Entirety.** This Contract and the documents annexed hereto or otherwise referred to herein contain the entire Contract between the Parties. It cancels and replaces all documents and prior Contracts entered into between the Parties and may only be modified by means of an amendment signed by the Parties. This Contract shall thus prevail over (i) any terms of purchase or license of the Client, or (ii) other provisions contained in documents emanating from such Client, not expressly accepted by Uptale.
3. **Insurance.** Each Party represents that it has subscribed to and will maintain in force during the term of the Contract an insurance policy with a reputable insurance company allowing it to cover its liability resulting from the performance of its obligations. Uptale will provide on request of the Client proof of the insurance to which it has subscribed.
4. **Assignment - Transfer.** The rights and obligations of each Party under the Contract shall not be assigned, delegated, subcontracted, or transferred, in any way, without the prior written consent of the other Party.
5. **Waiver.** No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. A waiver shall be effective only if it is expressed in writing and signed by a duly authorized representative of the Party giving the waiver.
6. **Severability.** If one or more stipulations of this Contract are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other stipulations will remain in force, it being specified that the Parties may, by mutual Contract, agree to replace the invalidated stipulation(s).
7. **Titles.** The titles of this Contract having no other function than the convenience of the reader and having no contractual or interpretative value in themselves, in case of difficulty of interpretation between any of the titles and any of the clauses, the titles will be declared non-existent.
8. **References.** Uptale may use the Client's name, logo and trademarks for promotional purposes or as a commercial reference.
9. **Governing Law and Jurisdiction.** The Contract is subject to French law (excluding its conflict of laws rules). Any dispute relating to the validity, interpretation or performance of the Contract shall be referred to the exclusive jurisdiction of the competent courts of Paris, notwithstanding multiple defendants or third party proceedings.