

## GENERAL TERMS AND CONDITIONS OF USE OF SAAS SERVICES

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## PREAMBLE

Aitenders commercializes application functionalities accessible online of which it is the owner, as well as application functionalities designed and developed by other authors. The services offered by Aitenders are standard services intended to satisfy the needs of the greatest number of customers.

The Client, wishing to acquire new computer tools, wished to be able to use the Service proposed by Aitenders for the exercise of its professional activity.

After studying the Customer's needs and the proposed functionalities of the Platform, the Parties met to consider the economic and contractual conditions of access to the Platform.

The purpose of this document is to define the conditions of use of the Platform

THIS HAVING BEEN STATED, IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS

For the purposes hereof, words and phrases identified by a capital letter shall have the meanings set forth below, whether used in the singular or plural.

**Anomaly:** means a defect, a malfunction or a reproducible non-conformity of the Service in relation to its Documentation. The Anomalies to be qualified by Aitenders are classified into two categories.

- Criticality 1 anomaly: An anomaly reproducible by Aitenders which makes it impossible to access or use one or more essential functions of the Service and for which there is no technical or organizational workaround.
- Criticality 2 anomaly: An anomaly reproducible by Aitenders which renders access or use of one or more functionalities of the Service inoperative and for which there may be a technical or organizational workaround.

**Client:** Refers to the legal entity or the natural person, co-contracting with Aitenders, intervening within the framework of its professional, commercial, industrial, artisanal or liberal activity.

**Terms and Conditions:** Means the document(s) describing the specific provisions regarding content, limitations, duration, Support, performance and billing conditions applicable to the Service. In any event, the General Terms and Conditions of Sale shall prevail over the provisions of these SaaS Terms and Conditions of Service, except as expressly provided in these SaaS Terms and Conditions of Service.

**Contract:** see General Conditions of Services

**Effective date:** see General Conditions of Services

**Request :** designates any reproducible incident of functioning encountered by the Customer during the use of the Service, as well as any Anomaly, which the Customer brings to the attention of Aitenders.

**Documentation:** see General Conditions of Services

**Customer data:** see General Conditions of Services

**Personal Data:** see General Conditions of Services

**Ordered Elements:** means all the services and functionalities ordered in the Platform by the Customer under this Agreement.

**Maintenance Window:** means the period of time during which the Service may be shut down for maintenance in accordance with this document.

**Business Hours:** means the hours during which Support is open.

**Business day:** means a day between Monday and Friday that is not a public holiday in metropolitan France.

**Urgent Maintenance:** means the termination of the Service, outside of the Maintenance Windows, due to the application of urgent patches or fixes or any other urgent maintenance.

**Updates:** see General Conditions of Services

**Commissioning:** see General Conditions of Services

**Platform:** see General Conditions of Services

**User Workstation:** Refers to the Customer's computer hardware and devices that allow the Customer to access the Service. The User Workstation must comply with the Technical Requirements.

**Technical Requirements:** Refers to the latest version of the list of characteristics of computer equipment and devices recommended by Aitenders and which must be implemented and respected by the Customer to access and use the Service. The Technical Requirements are subject to change and shall be communicated to the Customer accordingly. It is up to the Customer to ensure the evolution of his User Workstations in accordance with the evolution of the Technical Requirements.

**Service:** see General Conditions of Services

**Project :**See General Conditions of Services

**Service:** see General Conditions of Services

**Third party online service:** see General Conditions of Services

**Solution:** means the "Aitenders" software platform offered by the Service Provider, accessible and usable by any Authorized User under the conditions provided for in this Contract.

**Support:** see General Conditions of Services

**User:** see General Conditions of Services

## 2. ACCEPTANCE OF THE CONTRACT - PURPOSE

### 2.1 Acceptance of the Contract

Cf General Conditions of Services

### 2.2 Object

The purpose of the present document is to define the terms and conditions under which Aitenders undertakes to provide the Customer with the Service referred to in the Contract.

## 3. EFFECTIVE DATE - DURATION

Cf. General Conditions of Services

## 4. SCOPE OF SERVICE

Cf. General Conditions of Services

## 5. ACCESS TO THE SERVICE

The Service is open 24 hours a day, except for maintenance operations carried out in the Maintenance Windows and Emergency Maintenance.

The Maintenance Window is defined as follows:

- Every day between 00:00 and 07:00 (Central European Time CET / Central European Summer Time CEST) ;
- Every Sunday and French public holidays;
- The maintenance that Aitenders plans at least 48 hours in advance

Urgent Maintenance is likely to intervene at any time.

Aitenders shall inform the Client of the planned maintenance operations at least 48 hours in advance.

## 6. RIGHT OF ACCESS TO THE SERVICE

### 6.1 Right of access

In addition to the General Terms and Conditions, the management of access and application accounts is the responsibility of the Customer. The signature of the first purchase order is accompanied by the creation of an administration account for the Customer allowing him to manage access to the Service for users authorized by the Customer. The details of this account are sent by e-mail to the person designated as administrator by the Customer, containing the details necessary for access to the Service.

The Customer must ensure that accounts and passwords are not disclosed.

### 6.2 Intellectual Property

Aitenders holds all applicable intellectual property rights relating to the Service or declares, when a third party holds the intellectual property, that it has obtained from this third party the right to market or distribute the Service. This Contract does not confer on the Customer any property right relating to the Service, its technology or the intellectual property rights held by Aitenders or by a third party. The

Customer is forbidden to undermine the Service in any way whatsoever and in particular to use the Service in a manner that does not conform to its purpose and to the conditions laid down in the Contract. Accordingly, the Customer shall not reverse engineer the Service in order to develop a competing product or service and/or copy, reproduce any features, functions or graphic attributes of the Service. The Customer :

- agrees to use the Service only in accordance with its professional purpose, its Documentation and for the sole purpose of its professional activity;
- is solely responsible for the content broadcast and/or downloaded via the Services and assumes full responsibility for the nature, content, accuracy, integrity and legality of the Customer Data transmitted to Aitenders within the framework of the Service, as well as for the use which results from it. In particular, taking into account the authorized use of the Service by the Client, the latter shall refrain from sending or storing data of a non-professional nature and more generally data of an illicit, obscene or defamatory nature or data which is illegal or in violation of the rights of a third party, the protection of minors or privacy;
- undertakes not to distribute the Service, make it available to third parties or rent it unless otherwise provided for in the corresponding General Terms and Conditions of Sale;
- agrees not to alter or disrupt the integrity or performance of the Service or the data contained therein;
- agrees not to attempt to gain unauthorized access to the Service or its associated systems or networks.

Client retains all right, title and interest in the Client Data. The Service Provider has no right or title to any personal information relating to the Client's employees and the Client Data, and the Client hereby retains all such rights. The Client acknowledges that the Service Provider retains full right and title to the Solution and its Documentation, and to any and all pre-existing technology, inventions and content incorporated therein, and all intellectual and/or industrial property rights in and to any such items.

### 6.3 Intellectual property rights on specific developments

"Specific Developments" refers to all elements, whatever their form, nature and medium, developed specifically for the Customer in execution of this contract, such as, in particular, works, software, their updates or new versions, databases, distinctive signs, domain names, information, websites, reports, studies, trademarks, drawings or models, inventions, whether or not patentable under the intellectual property code, and more generally all elements protected or not by intellectual property rights or by any other means of protection, such as know-how, business secrecy, rights to the image of goods or persons.

Aitenders shall assign to the Client the economic rights to the copyright or rights related to the copyright pertaining to the results for the territory(ies), the duration, the modes of exploitation of the assigned rights and the price defined in the specific documents of the contract.

This assignment of rights covers the Specific Developments as they are created.

These rights include all the economic rights of reproduction, representation and also notably of adaptation, arrangement, correction, translation and incorporation relating to the results.

## 7. TERMS AND CONDITIONS OF SERVICE

### 7.1 Service availability

The availability rate of the Service is determined based on the Platform Access Plan

	BASIC	STANDARD	PREMIUM	ON PREMISE
Availability	99%	99%	99.5%	On request

The availability of the Service is guaranteed over a typical reference period (PRT) covering the 7/7D - 24/24h slot.

TI is the downtime of the Service, not including downtime related to (i) the Maintenance Window;(ii) Emergency Maintenance; (iii) interruptions due to Force Majeure; (iv) interruptions caused by equipment provided by Customer (or Customer's suppliers); or (v) interruptions related to systems outside the scope of the Service, including but not limited to Customer's telecommunications network.

The availability rate (AR) is calculated on a monthly basis:

$$TD = (RTP - \text{sum of IT}) / RTP * 100 [\%]$$

Only the production environment, to the exclusion of any other environment, is subject to the above availability rate.

If the Customer fails to comply with the availability commitment, a penalty equivalent to 30% of the annual fee will be applied.

### 7.2 Use of the Service

The Service shall be used by Customer under its sole control, direction and responsibility. The Customer is responsible for the compliance of the Users with this Agreement. Therefore, the Customer is responsible for:

- the implementation of all useful procedures and measures intended to protect its User Workstations, its hardware, software packages, software, passwords, in particular against any virus and intrusions;
- Compliance with the latest version of the Technical Requirements;
- the choice of the access provider or the telecommunication support, the Customer having to take charge of the administrative requests and to contract the necessary subscriptions for which he will support the cost;
- the designation, from among its personnel, of a privileged Aitenders contact acting as SaaS administrator, for the Customer, of the Service and in particular for what concerns the security aspects;
- the use of the identifiers or access codes given to him by Aitenders when carrying out the Service. He shall ensure that no person not authorized by him has access to the Service;

- errors made by its staff and its Users in the use of the Service and the procedures that allow it to connect to the Service, particularly concerning the means of access and Internet navigation.

Aitenders shall not be held responsible for the quality and electronic transmission of the data when they are transmitted via the telecommunications networks and more generally for the quality and reliability of the telecommunications links between the Client's Workstations and the access point to the Service. Aitenders shall not be held responsible for the accidental destruction of Client Data by the Client or a third party having accessed the Service through no fault of Aitenders.

Aitenders reserves the right to invoice the Client for the time spent searching for the causes of incidents when the incident encountered by the Client is due to the fault of the latter.

### 7.3 Exclusions from Service

The following are excluded from the Service:

- work and interventions concerning the installation and proper functioning of the User Workstation and the Customer's infrastructure (telecommunications, networks, security equipment) enabling the Customer to access and use the Service;
- solving problems caused by error or mishandling by Users;
- the Benefits.

### 7.4 Warranty

Aitenders guarantees the conformity of each Service with its Documentation.

Aitenders does not guarantee that the Service is free of any defect or hazard but undertakes exclusively to remedy, with all reasonable diligence, any reproducible anomalies in the Service noted in relation to its Documentation.

The guarantee of conformity of the Service is expressly limited to its conformity with its Documentation and may not be extended to a guarantee of conformity to the specific needs or specific activity of a Client. Aitenders does not guarantee the ability of the Service to achieve the objectives or results that the Client has set for itself and/or to carry out the particular tasks that motivated its decision to conclude this Contract. It is therefore the responsibility of the Client or any third party mandated by the Client for this purpose to ensure the suitability of the Service for his needs or his specific activity in the territory where the Service is used.

To the extent permitted by law, any warranty other than those expressed in this section is expressly excluded.

### 7.5 Aitenders Service Development Policy

The Client acknowledges that Aitenders shall remain free in all circumstances to determine its industrialization policy, in particular according to technological developments. Consequently, Aitenders shall be free to design, organize and dimension the Service, to modify it and to make it evolve, if necessary with the partners and suppliers of its choice, without the prior written agreement of the Customer, provided that this does not reduce Aitenders's commitments under the General Terms of Sale.



## 7.6 Updates

**7.6.1.** Updates are classified into two categories:

- New releases that involve a change in the version numbering of the standard application features of the Service;
- patches.

Updates and/or new versions are expressly excluded for Specific Developments. By Specific Development, we mean all the computer programs designed and produced by Aitenders on behalf of and for the sole needs of the Client and/or those which the Client has produced on his own for his needs.

**7.6.2.** Aitenders shall carry out the Updates without prior authorization. Any technical documentation associated with the Updates shall be made available by Aitenders by mail and/or information on the Platform and/or any other appropriate means. The Product Documentation shall be updated accordingly.

The Client is informed that certain Updates, due to their content (functional or ergonomic evolutions) or their technical complexity (which may notably, but not exhaustively, lead to modifications of the parameters) may require the provision of Implementation Services (notably training). Aitenders undertakes to inform the Customer prior to the provision of the said Updates.

The Customer is informed that the provision of Updates does not include the performance of Implementation Services.

## 7.7 Developments

The Client is informed that legislative changes may, at any time, render the standard application functionalities accessible under the Service unsuitable. Aitenders, within the framework of the Service, shall update the standard application functionalities accessible under the Service so that they comply with the new legal provisions, provided that such adaptations or developments do not make it necessary to rewrite a substantial part of the existing application functionalities.

The Customer is also informed that the evolution of technologies, legislation and customer demand may lead Aitenders to carry out Updates, which may lead to an evolution of the Technical Requirements for which Aitenders cannot be held responsible.

## 7.8 Third party online service

Any third party Online Service shall be subject to:

- on the one hand to the terms and conditions of their author which will be made available to the Client by Aitenders or accessible on line by the Client according to the information provided by Aitenders. These terms and conditions shall govern the modalities of access to the third party online Service, the modalities of supply of the third party online Service, the modalities of protection of Customer Data, the legal provisions relating in particular to intellectual property, guarantee, termination, responsibility, applicable law and jurisdiction. These terms and conditions shall be subject to acceptance by the Customer;
- on the other hand, to an associated General Terms and Conditions of Sale which shall be made available to the Client by Aitenders or accessible on line by the Client according to the information provided by Aitenders.

Therefore, for any third party Online Service, the scope of these SaaS Service Terms and Conditions shall be limited to the terms of duration, pricing and price revision, billing terms, settlement terms and provisions strictly related to pricing, billing and settlement terms.

## 8. DATA PROTECTION

### 8.1 Personal Data

The provisions relating to the protection of Personal Data are described in the Appendix "Personal Data Protection Policy".

### 8.2 Customer Data Location

Customer Data is located in one or more sites in the European Union.  
Specifically in France with OVH and in Germany with Hetzner.

### 8.3 Data backups and restorations

Aitenders is responsible for conducting backups and restorations to secure the Client's data.

Backups of the Customer's data are performed on daily and monthly cycles so that, at the Customer's request, his environment can be restored to the state :

- from D-1 to D-7 in calendar days,
- from M-1 to M-2.

D and M being respectively the day and the month.

The backups of the Customer's data are made in two copies kept in two different locations.

In the event of a disaster occurring on the infrastructure enabling the Service to be operated, Aitenders undertakes to restore the Service as soon as possible on the basis of the most appropriate backup.

### 8.4 Restitution of Customer Data

Regardless of the conditions under which the Agreement is terminated, the Service Provider undertakes to ensure the complete reversibility of the Customer's data on a usable medium and format, and to make every effort in terms of legal, human and material resources to enable the Customer or any third party mandated by the Customer (hereinafter the "Recipient") to take back its data under the best possible conditions.

Reversibility aims to ensure the return and transfer to the Customer or to any Assignee of the data that are specific to it. Whatever the conditions of exit from the Contract, the Provider undertakes to cooperate in the implementation of this reversibility plan.

The Service Provider, at the request of the Customer, will work with the Customer to facilitate the transfer of the Customer Data to the Customer or any Transferee. Customer will retain access to the Solution until reversibility is complete.

This reversibility service is described in a reversibility plan which may be requested by the Customer at any time, independently of the implementation of the reversibility service itself. At the time of this request, the Customer shall specify to the Service Provider the terms and conditions of the option exercise and in particular whether the delivery of the plan is immediately followed by its implementation or not.

As part of this service, the Provider will return to the Customer or any Transferee the documents that have been archived; the other Customer Data can be recovered by the Customer using the Csv, HTML or PDF exports provided for this purpose in the Solution. Once the reversibility plan is executed, the Provider agrees not to keep any copy of the Customer Data.

The Parties agree that the price of reversibility services is included in the price of access to the Service.

## 9. SECURITY OF THE SERVICE

### 9.1 Security management

Aitenders undertakes to implement the technical means in accordance with the state of the art to ensure the physical and logical security of the servers and networks which are under its responsibility and control. As soon as it is aware of it, each of the Parties shall inform the other Party as soon as possible of any fact likely to constitute an attack on the physical or logical security of the environment of the other Party (attempted intrusion for example).

### 9.2 Security of access to the premises

Unless otherwise stipulated in the General Conditions of Sale, Aitenders shall set up access control to the premises in which the services relating to the Service are carried out, so as to authorize access only to persons authorized by Aitenders or accompanied by authorized personnel. He shall take all measures to prevent intrusion.

### 9.3 Security of standard application features

Aitenders shall implement the necessary measures to allow access to the Service and to the Customer Data only to persons authorized by Aitenders and only to persons authorized by the Customer.

### 9.4 Connection security

To ensure the confidentiality of data in transit between the User Workstation and the Service access point, all connections are secure. Data flows, which use unsecured telecommunications networks, use recognized security protocols such as HTTPS or SFTP (based on Secure Shell - SSH).

### 9.5 Customer Data Security

The Service is operated in a secure environment, ensuring access control, service continuity, data storage and protection, equipment operation and connectivity to remote networks.

Aitenders undertakes to take all necessary precautions in accordance with the state of the art to preserve the security of the Customer Data so that it is not, by its own doing, deformed, damaged or communicated to unauthorized third parties.

Consequently, Aitenders undertakes to respect and to ensure that its personnel respect the following obligations:

- take all useful measures in accordance with the state of the art to avoid any misuse or fraudulent use of Customer Data;
- not to make copies of the documents and media of the Customer Data entrusted to him, except those strictly necessary for the execution of the Service;
- respect confidentiality and not disclose Customer Data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or by a competent judicial or administrative authority or is necessary in connection with a legal action pursuant to the "Conciliation" and "Applicable Law and Jurisdiction" sections.

Aitenders will ensure a complete watertightness between the Client Data and the data of other clients.

The security measures relating to Personal Data are described in the Appendix "Personal Data Protection Policy".

## 10. FIGHT AGAINST FRAUD

The Client guarantees that he will use the Services provided by Aitenders in compliance with the applicable laws and regulations, in particular in tax matters. More particularly, in the event that Aitenders is held jointly and severally liable by the tax authorities for the payment of tax reminders issued as a result of the irregular use of the Services by the Client, the Client undertakes to compensate Aitenders in full, i.e. up to the amount of the sums claimed by the authorities.

## 11. SUPPORT

### 11.1 Access to Support

#### 11.1.1 General condition of access to support

The service level determines the support and assistance services provided.

#### 11.1.2 Access via the platform

Access to Support allows the Client to make a written Request in the space provided for this purpose on the Platform (all service levels).

For Premium Plan Clients, additional options can be subscribed to and offer:

- The possibility for the Client to follow the processing of their Requests.
- The possibility for the Client to access usage statistics of the Service over a given period.

- The possibility for the Client to consult technical information provided by Aitenders in a specific media space.

Access to Support via video call is provided exclusively for reproducible malfunctions of software used in accordance with their documentation and recommendations indicated by Aitenders (qualification, diagnosis & monitoring of the incident until its resolution). This assistance can only be carried out on an environment (operating system version) still maintained by its publisher, compatible, and respecting the technical prerequisites provided by Aitenders.

The Support does not cover user training, configurations made as part of remote support leading to billing, file repair and transfer, application installation, or actions subject to an additional service.

List of accesses according to different service levels related to the Platform Access Plan.

	BASIC	STANDARD	PREMIUM	ON PREMISE
Follow up tickets	on demand	On demand	Personalised follow up in the platform	On request

### 11.1.3 Access via videocall

Access to Support through video calls allows the Client to supplement Requests previously made in writing to the Aitenders team.

Aitenders will receive Requests during its opening hours, from Monday to Friday, excluding public holidays.

The Support is accessible to the Client during the hours indicated in the table below. The cost of accessing the Client's communication methods will be borne by the Client. Requests may be recorded in Aitenders' internal tools to ensure traceability and treated according to their degree of criticality.

To facilitate the execution of Support, the Client agrees to precisely describe their Request and the situation they are encountering (description of the context, actions taken before the problem appeared, error messages, sequence of menus, etc.) and document it, if necessary, by any means at their disposal to enable Aitenders to reproduce and qualify any incidents and/or Anomalies brought to Aitenders' attention. If this is not the case, the Support may be suspended as of right, with immediate effect, by Aitenders, without the Client being able to claim any compensation or reimbursement of the amounts already paid for the Service.

Responses will be provided by Aitenders either in the form of a telephone contact or electronically.

In the absence of an immediate response and/or handling, the time taken to process the Request by an Aitenders technician will be within sixteen (16) working hours from the registration of the Request during the working hours of the Support opening period.

The Support can only be provided by Aitenders to the extent that Users have been previously trained in the use of the Service (proof of training attendance or completion of e-learning) as well as its Updates,

and the Client has the technical devices for remote assistance and authorizes its use with Aitenders, especially to facilitate the acknowledgment of anomalies.

If this is not the case, the Support may be suspended as of right, with immediate effect, by Aitenders, without the Client being able to claim any compensation or reimbursement of the amounts already paid for the Service.

## 11.2 Customer Relations Department

Requests can be recorded in Aitenders' tools to ensure traceability and processed according to their degree of criticality. To facilitate the execution of Support, the Client commits to precisely describe their Request and the situation they encounter (description of the context, error messages, sequence of menus, etc.) and document it, if necessary, by any means at their disposal. This is to enable Aitenders to reproduce and qualify any potential incidents and/or anomalies brought to their attention.

Aitenders will acknowledge receipt of the Request electronically. In the absence of an immediate response and/or handling, the time taken to process the Request by an Aitenders technician will occur within a timeframe specified in the table below, starting from the registration of the Request made via the support interface set up for the Platform during the working hours of the Support opening period.

Aitenders commits to adhering to the response time specified in the table below for at least 75% of the Requests. Aitenders' compliance with this percentage will be evaluated over a period of twelve (12) consecutive months from the start date of the Support provision and implies the Client's compliance with their obligations and Aitenders' Technical Prerequisites, especially concerning remote assistance.

Support can only be assured by Aitenders to the extent that Users have been previously trained in the use of the Service and its Updates, and the Client has the technical devices for remote assistance.

If it is found that this is not the case, the Support may be suspended as of right, with immediate effect, by Aitenders, without the Client being able to claim any compensation or reimbursement for the amounts already paid for the Service.

	BASIC	STANDARD	PREMIUM	ON PREMISE
"Response Time for Requests (Business Hours)	16-32h	less than 16h	less than 16h	On demand
Processing Time for 75% of Requests	Moins de 16 heures	less than 16h	less than 8h	
Priority of Processing	Priorité 3	Priority 2	Priority 1	

Access to a Dedicated Incident Tracking Platform	No	No	Yes	
Support Hours	9H30-12H15 and 14H-17H30 Except on Friday On Friday: same hours with support ending at 5 PM			
Support Opening Days	Monday to Friday except public holidays			
Possibility of Support Extension (upon quotation)"	No	Yes	Oui	

### 11.3 Langage

Aitenders commits to including within its team of advisors individuals with linguistic skills that enable them to understand and respond to Requests in the following languages:

- English
- French.

## 12. TRAINING

### 12.1 Administrators

	BASIC	STANDARD	PREMIUM	ON PREMISE
<b>Platform Administrator Training*</b>	No	Yes	Yes	Yes
<b>Processing of Administrator Assistance Requests via Request Form and Email</b>	Yes	Yes	Yes	Yes
<b>Processing of Priority Assistance Requests via Video Conversation</b>	No	No	Yes	Yes

\* Administrator training can be renewed with each license renewal, limited to 2 training sessions of 1 hour 30 minutes for each Business Unit.

### 12.2 Users

	BASIC	STANDARD	PREMIUM	ON PREMISE
<b>Access to E-Learning</b>	Yes	Yes	Yes	Yes (via internet)
<b>Access to the Knowledge Base</b>	Yes	Yes	Yes	Yes (via internet)

<b>Training for Internal Trainers and First-Time Users</b>	No	Yes	Yes	Yes
<b>Specific Training Sessions for Users</b>	No	No	On request	On request
<b>Question/Answer Sessions</b>	No	Yes	Yes	Yes

Training of Internal Trainers: Complete training program for a team of users and trainers not exceeding 15 people and 8 hours of training per Business Unit or per Contract

Specific Training Sessions for Users: 2 sessions of 2 hours per Business Unit or per Contract

Question/Answer Session: 2 sessions of 1 hour per Business Unit or per Contract

## 13. SUPPORT

We offer our clients support in managing change and deploying the Aitenders software. This support is provided through the presence of a contact person on Aitenders' side: the Customer Success Manager (CSM).

	BASIC	STANDARD	PREMIUM	ON PREMISE
<b>Quarterly Review</b>	No	Yes	Yes	Yes
<b>Access to a CSM</b>	Shared CSM	Dedicated CSM	Dedicated CSM	Dedicated CSM
<b>Duration and Frequency of Support</b>	1 hour per quarter	1 hour/month	4 hours/Month	4 hours/Month
<b>Support on Implementation of a New Use Case</b>	No	Yes, half a day per year	Yes, half a day per year per Business Unit	Yes, half a day per year per Business Unit
<b>Proposals for New Product Developments</b>	Yes, via a form	Yes, via a form	Yes, via a form and product workshops	Yes, via a form and product workshops

## 14. TECHNICAL PROVISIONS

### 14.1 Add-in WORD

The Customer must independently subscribe to Microsoft Office 365 and in particular a Word license in order to set up the "Aitenders for Word" Add-in. The Word Add-in will be specifically subject to the "Aitenders for Word Online Venting Terms and Conditions" available on the Aitenders.com site and on the Microsoft store.



Component	Minimum	Recommended
Central unit	Intel Core 2	Intel Core i
x86-32 bit operating system	Windows 7 SP1	Windows 7 SP1 / 8.1 / 10
x64-64 bit operating system	Windows 7 SP1	Windows 7 SP1 / 8.1 / 10
Memory	3 GB	3 GB (x86) / 4 GB (x64) (1)
Network Card	100 Mb/s	
Screen	15"	17" or >
Video card	65,000 colors	
Display resolution	1280*1024	1920*1080
Text size on screen	Normal size 96 PPP	
Tools		
Internet Browser	Google Chrome (5) Microsoft Edge (5) Internet Explorer 11 (5)	Google Chrome

## 14.2 Connection

The Solution is accessible from any access point on the Internet network (Customer's site(s), etc.), the Customer being solely responsible for the choice of its Internet access provider and its resulting Internet access. In this respect, the Customer shall check with the latter the size (quality and guaranteed bandwidth) and reliability of its link. It is recommended that the Customer provide a backup link.

## 14.3 Software requirements

The software requirements for each user station are as follows:

## 14.4 Network

TCP/IP communication protocol "IPv4

Latency measures the round-trip time between a user's computer and the Aitenders Cloud in ms (milliseconds).

Interactive flows to the Aitenders Cloud must above all benefit from low latency and above all not be disturbed by other flows such as updates (system, antivirus or software), large file exchanges, audio or video flows, or any other "recreational" flow.

Latency can vary greatly depending on the use of the telecom link.

As soon as the link capacity approaches saturation, latency spikes may occur.

It may be necessary to resize the telecom link or prioritize the flows to the Aitenders Cloud.

Latency and user experience:

- Below 50 ms, the user experience is excellent.
- Between 50 and 100 ms, the user experience is acceptable.
- Beyond 100 ms, the user experience is severely degraded.

## 14.5 Access

TCP 443 flows must be opened on the way out to the Aitenders Cloud.

The use of Internet proxies is not recommended.

If your organization uses proxies, it is recommended that you exclude flows to the Aitenders Cloud and Internet domains corresponding to your SaaS applications.

If you use an http (or Internet) proxy, it is recommended that you do not send flows related to the SaaS solution through this http proxy; the proxy's application modules may cause slowdowns or disconnections.

The flows to be excluded at the proxy level are the following: [https://\\*.aitenders.com](https://*.aitenders.com)

The access Url to the application is the following: <https://aitenders.com>

Your organization must respect the good practices of network protocols. Aitenders cannot be held responsible for difficulties in accessing the platform in the event of non-compliance with current practices, which include, but are not limited to

- filtering and modification of headers and contents of HTTP requests from and to \*.aitenders.com
- the use of anti-spam whitelist that requires human validation of mail addresses (mailblack type)
- in a general way, any modification of the network flows and any modification of the existing standard protocols which could harm the access to the Aitenders service.

## APPENDIX 1 "PERSONAL DATA PROTECTION POLICY FOR THE SERVICE (SAAS AND SUPPORT)

The provisions of this Annex shall apply to the processing(s) of Personal Data carried out within the framework of this Contract as from 25 May 2018. Prior to this period, Aitenders undertakes to comply with the provisions of Law No. 78-17 of January 6, 1978, known as the Data Protection Act.

It is understood that this Schedule supplements the provisions of the Contract.

## 1. General principles

**1.1 It is hereby** recalled that within the meaning of the Applicable Regulations and in the context of the performance of the Contract :

- the Customer acts as a controller of Personal Data or, where applicable, as a subcontractor of its customers;
- Aitenders acts as a subcontractor solely on behalf of and on the documented and lawful instructions of the Client.

**1.2.** The Parties acknowledge that the performance of the purpose of the Agreement and the use of the Service and its features in accordance with its Documentation constitute the documented instructions of the Customer. Any additional instruction from the Client shall be made in writing, specifying the purpose concerned and the operation to be carried out, it being understood that the implementation of any additional instruction shall be conditional upon the acceptance by the Client of the corresponding estimate issued by Aitenders. Aitenders undertakes to inform the Client by any means within five (5) days of Aitenders becoming aware of the instruction if, in its opinion, this instruction constitutes a violation of the Applicable Regulations.

**1.3** It is understood that the Customer is the only one to have control and knowledge, particularly of the origin, of the Personal Data processed during the execution of the Contract. The Customer thus guarantees to comply with all the obligations incumbent upon it as the data controller.

**1.4.** Aitenders shall delete the Personal Data and any copies thereof in accordance with the article "Return of Customer Data" of the Contract unless the applicable law requires the retention of such Personal Data.

**1.5.** The Client undertakes to indicate to Aitenders at the time of signature of the Contract the person to be contacted for all information, communications, notifications or requests in application of this Annex. In the absence of such indication by the Client, the signatory of the Contract shall be considered as the person to be contacted.

**1.6.** Aitenders may be required to transfer Personal Data for the strict needs of the execution of the Contract, subject to informing the Client in advance. In all cases, Aitenders shall refrain from transferring Personal Data, without putting in place the appropriate tools for the supervision of these transfers in application of article 46 of the RGPD, outside :

- of the European Union, or
- the European Economic Area, or
- countries recognized as having an adequate level of security by the European Commission, including companies established in the United States of America that are certified as "Privacy Shield".

## 2. Security of personal data

**2.1.** In application of article 32.1 of the GDPR, the Client and Aitenders acknowledge that they have implemented the appropriate technical and organizational measures to guarantee a level of security adapted to the risks. The means implemented by Aitenders are listed in its security assurance policy ("PAS"), the latest updated version of which is made available to the Client on request.

**2.2** It is understood that Aitenders is responsible for the security of the Service only for those aspects under its control. Thus, the Customer remains responsible for the security and confidentiality of his systems and his access policy to the Service. It is up to him to ensure that the uses and configuration choices of the Service at his disposal meet the requirements of the Applicable Regulations. It is understood

that Aitenders has no obligation to protect personal data which are stored or transferred outside the Service by the Client or by Aitenders on the instruction of the Client.

### 3. Cooperation with the customer

**3.1** Aitenders undertakes to communicate to the Client as soon as possible after receipt, any request, query or complaint addressed to it by any individual concerned by the processing of his Personal Data carried out within the framework of the Contract. In its capacity as data controller, the Client shall remain responsible for the response to be given to the natural persons concerned and Aitenders undertakes not to respond to such requests. However, taking into account the nature of the processing of Personal Data, Aitenders undertakes, by appropriate technical and organizational measures and to the fullest extent possible, to help the Client to fulfil his obligation to respond to such requests.

**3.2.** Upon written request from the Client, Aitenders shall provide the Client, at the latter's expense, with any useful information in its possession in order to help it meet the requirements of the Applicable Regulations which are incumbent on the Client in his capacity as data controller concerning impact analyses relating to the protection of Personal Data carried out by and under the sole responsibility of the Client as well as the prior consultations with the CNIL which could result from this.

### 4. Notification of personal data breaches

**4.1.** Aitenders shall notify the Client as soon as possible after becoming aware of any violation of the security of Personal Data resulting in the accidental or illicit destruction, loss, alteration, unauthorized disclosure of Personal Data transmitted, stored or processed in any other way, or unauthorized access to such Personal Data.

**4.2.** Aitenders shall provide the Client as soon as possible after notification of the violation of the security of Personal Data and insofar as possible with the following information:

- the categories and approximate number of persons affected by the violation;
- the categories and approximate number of personal data records involved;
- a description of the likely consequences of the personal data breach;
- a description of the measures taken or proposed to be taken by Aitenders to remedy the breach of personal data, including, where appropriate, measures to mitigate the possible negative consequences.

### 5. Subcontracting

**5.1.** The Client authorizes Aitenders to call upon subcontractors to carry out the activities of processing Personal Data on behalf of the Client which are strictly necessary for the execution of the Contract.

**5.2.** Aitenders undertakes to call upon subcontractors presenting sufficient guarantees as to the implementation of appropriate technical and organizational measures in order to meet the requirements of the Applicable Regulations.

**5.3.** Aitenders undertakes to contractually impose on its subcontractors a level of obligation at least as equivalent in terms of the protection of Personal Data as that set out in this Contract and by the Applicable Regulations. Aitenders shall remain responsible to the Client for the execution by the said subcontractor of its obligations.

**5.4.** Aitenders undertakes to use only one subcontractor:

- established in a country of the European Union or the European Economic Area, or
- established in a country with a sufficient level of protection by decision of the European Commission with regard to the Applicable Regulations, or
- Privacy Shield certified if established in the United States, or

- with appropriate safeguards in accordance with Article 46 of the GDPR.

**5.5.** The list of Aitenders's subcontractors shall be provided upon written request by the Client. Aitenders undertakes to inform the Client of any addition or replacement of subcontractors as soon as possible. Where applicable, this information shall constitute the prior information referred to in article 1.6. The Customer may formulate its objections in writing within ten (10) working days of receiving the information. The Customer recognizes and accepts that the absence of objection within this period shall be equivalent to acceptance on his part of the subcontractor. In the event of an objection, Aitenders shall have the possibility of replying to the Client in order to provide elements likely to remove these objections. If the Client maintains his objections, the Parties undertake to meet and discuss in good faith the continuation of their relationship.

## 6. Compliance and audit

Aitenders shall make available to the Client, by e-mail and at the request of the latter, any document necessary to demonstrate compliance with Aitenders's obligations as a subcontractor under the Contract. Any other method of transmission of these documents will be at the expense of the Customer.

The Client may request additional explanations from Aitenders if the documents provided do not enable him to verify compliance with Aitenders's obligations as a subcontractor under the Contract. The Client shall then formulate a written request to Aitenders, by registered letter with acknowledgement of receipt, in which he justifies and documents his request for additional explanation. Aitenders undertakes to reply to the Client as soon as possible.

If, despite Aitenders's response, the Client questions the veracity or completeness of the information transmitted or in the event of imminent risks to the security of the Personal Data, the Client may proceed with an on-site audit subject to compliance with the following conditions:

- i. the Client shall make a written request for an on-site audit to Aitenders, by registered letter with acknowledgement of receipt, justifying and documenting his request;
- ii. Aitenders undertakes to provide a response to the Client specifying the scope and conditions of the on-site audit. The security of Aitenders's information system and data centers being based on their restricted access, the scope of an on-site audit shall be limited to Aitenders's processes enabling it to operate the Service in the capacity of subcontractor of the processing of Personal Data entrusted to Aitenders by the Client. The duration of the audit shall not exceed two (2) working days which shall be invoiced by Aitenders to the Client according to the tariff of services in force at the time of the audit;
- iii. This audit mission may be carried out by the Client's internal auditors or may be entrusted to any service provider of the Client's choice, not competing with Aitenders;
- iv. The auditors shall make a formal commitment not to divulge the information gathered at Aitenders, regardless of the method of acquisition. The signature of the confidentiality agreement by the auditors must be prior to the audit and communicated to Aitenders.

Within the framework of the audit, Aitenders shall give access to its premises and, in general, to the documents and persons necessary for the auditors to conduct the audit under satisfactory conditions. It is understood that this audit shall not have the consequence of disturbing the operation of the Service. The audit report shall be made available to Aitenders by the auditors before it is finalized, so that Aitenders may formulate all its observations, and the final report shall take into account and respond to these observations. The audit report shall then be sent to Aitenders and shall be the subject of an examination in the context of a meeting between the Parties. In the event that the final audit report reveals breaches of the commitments made in the execution of the Service, Aitenders shall propose a

corrective action plan within a maximum period of twenty (20) working days from the meeting between the Parties.

It is understood that for the purposes of this clause, a business day means a day between Monday and Friday that is not a public holiday in metropolitan France.

Except in the case of a change in circumstances and an event justifying the implementation of an audit within a shorter period of time, the audits may only be carried out by the Client on Aitenders's site once during the initial period of the Contract, and then once per renewal period.

## 7. Description of the processing, data collected

Aitenders collects and processes the data that Users voluntarily provide in order to access the Software, to use the Software, as well as data relating to User preferences and traffic, in accordance with its confidentiality policy and its cookie policy.

The persons concerned by the processing are: the Client, the Client's employees; the Client's customers, prospects and suppliers.

Aitenders collects the personal data of Users such as: surname, first name, e-mail, address, telephone number, date of birth, photograph, name of their clients or prospects, identifiers, IP address...

The purposes of the processing are:

- creation of accounts (Aitenders account, Trial account);
- Management of the security of the site and the Software;
- Management and follow-up of the commercial relationship (subscriptions, orders, complaints, support);
- management of prospects and information requests (sending commercial offers, newsletters, white papers, etc.);
- the management of requests to exercise the various rights of Users: rights of access to their Personal Data, rights of rectification, deletion, opposition, portability and limitation of processing.

If the Client uses the services to process other Data or categories of Personal Data (such as sensitive data within the meaning of the RGPD), or for other processing or purposes, the Client does so at his own risk, in his capacity as data controller, and Aitenders may not be held responsible in the event of failure to comply with the regulations.