

# **Symaps.io**

## **ACCESS CONTRACT TO THE SYMAPS PLATFORM**

**GENERAL CONDITIONS**

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Between the undersigned:

The Client [**specific conditions – The Client**]

*Herein referred to as the "Client",*

**OF THE ONE PART,**

And

The Service Provider [**specific conditions – The Service Provider**]

*Herein referred to as "the Service Provider",*

**OF THE OTHER PART,**

Individually referred to as a 'Party' and jointly referred to as the 'Parties',

The following is hereby agreed by the above named parties:

## ARTICLE 1. DEFINITIONS

Capitalized terms in the Contract, whether used in the singular or the plural, shall have the meanings given to them below.

<b>Solutions</b>	means the operational functions listed in the [ <b>specific conditions – Solutions</b> ] and made available to the Client as part of the Application Services covered by the contract;
<b>Data</b>	designate the information, publications listed in the [ <b>specific conditions – Data</b> ] and, in general, the data of the Client database whose use is the subject of this contract, which can only be consulted by the Users;
<b>Credentials</b>	designate both the user's own identifier ("login") and the password ("password"), communicated after registration to the service;
<b>Internet</b>	designates the set of interconnected networks, which are located in all regions of the world;
<b>Intranet</b>	designates the computer network specific to a company or organization, using TCP / IP protocols and, more generally, Internet technologies that can be connected to the Internet;
<b>Software</b>	designates any software provided by the Service Provider to the Client and in particular the associated Solutions;

**Application Service** designates the service offered in SaaS mode by the Service Provider, allowing

the use of the Solutions by the Client;

**User** designates the person placed under the responsibility of the Client (agent, employee, representative, etc.) and having access to the Application Services on his computer under the license of use contracted by the Client.

**Applicable Law** the law defined in the **[specific conditions – Applicable Law]**

**Personal Information** shall mean any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person, regardless of the medium in which such information is displayed, including, without limitation, Sensitive Personal Information.

**Sensitive Personal Information** shall mean any Personal Information relating to a person where the unauthorized disclosure or use of such Personal Information could reasonably entail or result in enhanced potential risk to such person, including without limitation a person's Social Security number, passport number, driver's license number or similar identifier, or credit or debit card number.

## ARTICLE 2. PURPOSE

The purpose of the contract is to define the terms and conditions applicable to the Services ordered by the Client.

The Service Provider grants to the Client, who accepts:

- A right of access to the Service Provider's servers under the conditions defined in the **[specific conditions]** and below;
- A number of end-user licenses of the Solutions (Symaps.io) defined in **[specific conditions - Users]**;
- A set of services defined below, including data hosting, Application Services maintenance, technical assistance.

It is expressly agreed that this Contract does not imply any exclusivity commitment for any of the Parties. Moreover, the Client does not guarantee any minimum volume of activity to the Service Provider, to whom it belongs, as an independent trader, to diversify his clientele.

## ARTICLE 3. CONTRACTUAL DOCUMENTS

The Contract and the documents entitled "Appendices" constitute the entirety of the existing commitments between the Parties. It replaces and cancels any previous oral or written commitment relating to the subject of the Contract.

The Contract consists of the following contractual documents presented in hierarchical order of decreasing legal value:

- The signed proposal document including the specific conditions document **[specific conditions]**
- This document **[general conditions]** ;
- The appendices to this document.

In the event of any discrepancies between one and / or several provisions appearing in any of these documents, the document of higher rank will prevail.

The appendices to this document which form an integral part of the Contract are as follows:

- Appendix 1: Quality Charter

It is formally agreed between the Parties that any tolerance or waiver by one of the Parties, in the application of all or part of the commitments provided for in the Contract, whatever their frequency and duration may be, cannot constitute a modification of the Contract, nor be likely to create any right.

The Service Provider amend these **[general conditions]** from time to time without notice. Every time you wish to use our Solution, please check these terms to ensure you understand the terms that apply at that time.

## ARTICLE 4. DATE OF EFFECT AND DURATION

The Contract will take effect on the effective date defined in **[specific conditions – Effective Date]**.

Its form is a subscription to the Symaps.io platform with an engagement period of **[specific conditions – Engagement Period]** from its entry into force (the "**Initial Period**"), in accordance with the following schedule:

- The Service Provider will provide access to the platform at the latest 1 day after the in force date of the contract defined by **[specific conditions – Effective Date]**
- the subscription can be canceled by the Client at any time following the **[specific conditions – Cancellation Conditions]**

If the Client doesn't cancel its subscription, the Contract will automatically renew for one more period equal to the **[specific conditions – Engagement Period]** at the end of the current engagement period and for the following periods on the same scope and for an indefinite duration.

In the event of a breach of the Contract by one Party, not remedied within fifteen (15) days following the sending of a registered mail with acknowledgment of receipt, the other Party may terminate the contract.

## ARTICLE 5. DESCRIPTION OF APPLICATION SERVICES

### APPLICATION SOLUTIONS

The Service Provider makes available to the Client the Solutions accessible on his server through the Internet.

Under the conditions of the article "License", the Service Provider consents to the Client the right to use non-exclusively the Solutions designated in **[specific conditions – Solutions]**.

The Service Provider provides the hosting of the Data, the maintenance and the security of the Solutions.

The services are provided in accordance with the Quality Charter in the Appendix 1.

## **NETWORK**

The Client chooses the operator who provides access to the network.

The Service Provider cannot be held responsible for any interruption in the network.

## **ACCESS TO SOLUTIONS**

The Client will use this right of access alone. The Client can connect at any time - with the exception of maintenance periods -, namely:

- 24 hours on 24,
- 7 days out of 7,
- including Sunday and holidays,

The access procedure defined by the Service Provider and annexed hereto, in the context of the Quality Charter, must be strictly observed by the Client.

Access is done:

- From the Clients computers
- From any Nomad client computer
- Using the Identifiers provided to the Client.

The identification of the Client when accessing the Application Services is done by means of:

- a username assigned to each User by the Service Provider,
- and a password communicated to the Client by the Service Provider.

The Client will use the Credentials that will have been communicated to him during each connection to the Application Services.

The Credentials are intended to reserve the access of the Solutions under the Contract to the Client's Users, to protect the integrity and availability of the Solutions, as well as the integrity, availability and confidentiality of the Client Data as transmitted by the Users.

The Credentials are personal and confidential. They may only be changed at the request of the Client

or at the initiative of the Service Provider subject to prior notice to the Client. The Client undertakes to make every effort to keep the Credentials secret and not to disclose them in any form whatsoever.

The Client is fully responsible for the use of the Credentials and is responsible for the custody of the access codes given to him. He will ensure that no unauthorized person by the Service Provider has access to the Application Services and Solutions. In general, the Client assumes responsibility for the security of the individual access points to the Solutions. In the event that the Client knows that another person is accessing it, the Client will inform the Service Provider without delay and will confirm it by registered mail.

In case of loss or theft of one of the credentials, the Client will use the procedure set up by the Service Provider allowing him to reinitialize his credentials.

## **ARTICLE 6. QUALITY OF APPLICATIONS**

The Client is aware of the technical risks inherent to the Internet, and access interruptions that may result. Accordingly, the Service Provider shall not be responsible for any unavailability or slowdown of the Application Services that are related exclusively to circumstances beyond his control. In addition, the Service Provider executes its services in accordance with the Quality Charter (Appendix 1). The Service Provider is required to take all reasonable measures and comply with professional standards to ensure the proper functioning of the Application Services.

The Service Provider undertakes to put in place effective controls to provide reasonable assurance that the Client can access and use the applications concerned at the times specified herein. The Service Provider guarantees the implementation of the Application Services in accordance with the Quality Charter set out in Appendix 1.

Application Services may be occasionally suspended due to maintenance interventions necessary for the proper functioning of the Service Provider's servers.

In case of interruption of the Application Services for maintenance, the Service Provider undertakes to respect the procedure of operations described below in article 8 "Maintenance", so that the Client can be informed within 24 hours of the interruption, and that he takes his provisions sufficiently in advance to avoid any disturbance of his activity.

The Service Provider shall be responsible for the possible business impact of this unavailability due maintenance (Article 8) on the Client's activities.

## **ARTICLE 7. LICENCE**

The Service Provider grants the Client an individual, non-exclusive, non-assignable and non-transferable right to use the Solutions, throughout the term of the Contract and for the entire world.

The Client may only use the Application Services and Solutions in accordance with his needs and documentation. In particular, the license relating to the Solutions is granted only for the sole purpose of enabling the Client to use the Services, to the exclusion of any other purpose.

The right of use means the right to represent and implement the Application Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network. The Client may not under any circumstances make the Solutions available to a third party, and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, de-compilation, without this list being limiting.

## ARTICLE 8. MAINTENANCE

The Service Provider takes care of the corrective and evolutionary maintenance of the Solutions, the update and the functional evolutions of the Application Services.

Telephone support to handle discrepancies is available from Monday to Friday, 10 am to 6 pm. The reports of any anomaly must be confirmed by email to the Service Provider without delay. The Service Provider proceeds to the diagnosis of the anomaly and then implements its correction.

The Service Provider undertakes to transmit the updated documentation of the new versions of the Solutions.

The corrections and changes of the Application Services are expressly subject to the Contract.

Interventions for this service may render the service temporarily unavailable. They are carried out at most once a week, and only outside days and working hours. The Service Provider warrants that upgrades and new versions of the Software:

- service unavailability due to a maintenance operation will be short (less than 30min in 95% of the cases), and that the service will be restored in 100% of the case an hour before the the first hour of the first following working day
- will not result in any regression of the Application Services in terms of performance and functionality.

The Service Provider is not responsible for maintenance in the following cases:

- refusal of the Client to collaborate with the Service Provider in the resolution of anomalies and in particular to answer questions and requests for information;
- use of the Application Services in a manner inconsistent with their intended use or documentation;
- unauthorized modification of the Solutions by the Client or a third party;

- Client's failure to fulfill its obligations under the Contract preventing the Service Provider from performing the maintenance;
- implementation of any software package, software or operating system not compatible with the Application Services - the list of supported and optimized OS and browsers is maintained [here](#);
- use of incompatible consumables;
- deterioration due to force majeure or misuse of the Application Services.

## ARTICLE 9. TECHNICAL ASSISTANCE

The Client can seek assistance by email or messaging.

## ARTICLE 10. TRAINING

Training as per the [specific conditions – Training] is included at the end of the parameterization period and after delivery of the access to the tool.

At the request of the Client, the Service Provider may give, on practical and financial terms to be defined by mutual agreement by endorsement, additional training services.

## ARTICLE 11. DATA PROCESSING

### PERSONAL DATA

If the Data transmitted for the use of the Application Services include personal data, the Client guarantees to the Service Provider that he has performed all the obligations stemming from the Applicable Law relating to the privacy and security of Personal Information and Sensitive Personal Information.

### DATA ANALYSIS

The Client assumes the possible editorial responsibility for the use of the Application Services.

Both the Client and the Service Provider is responsible for the quality, legality and relevance of the Data and content transmitted for the use of the Application Services. The Client further guarantees to be the owner of the intellectual property rights allowing the use of the Data and content. Consequently, the Service Provider disclaims all liability in the event of non-compliance of the Data and / or the content with the laws and regulations, with the public order or with the needs of the Client.

The Client guarantees the Service Provider at first request against any damage that may result from his being called into question by a third party for a breach of this guarantee.

More generally, the Client is solely responsible for the content and messages broadcasted and / or downloaded via the Application Services. The Client remains the sole owner of the Data constituting the content of the Solutions.

## DATA SECURITY

Each Party undertakes to implement all appropriate technical means to ensure the security of the Data.

Subject to the "Liability" Article, the Service Provider undertakes to preserve the integrity and confidentiality of the Data contained in the Solutions. The Service Provider shall implement technical and organizational measures to prevent any fraudulent access or use of the Data and to prevent any loss, alteration or destruction of the Data.

The client data relating to **The Client's** operations collected and processed by The Service Provider on behalf of **The Client** (hereinafter the "Client Data") are as follows:

1. The "My Locations" files uploaded by the Customer in the Symaps platform
2. The "My KPI files" uploaded by the Customer in the Symaps platform
3. The "My Customers" files uploaded by the Customer in the Symaps platform

As part of the performance of the services provided for in the Contract, the Service Provider may, throughout the duration of the Contract and until the expiry of the periods defined in Article 18 have access to the Client Data in the context described below.

In this context, the Service Provider acts as subcontractor of **The Client**; he acknowledges having no rights in the Client Data he processes on behalf of **The Client**.

As long as The Service Provider has access to the aforementioned Client Data, it undertakes to comply with the Applicable Law. and the EU Regulation on Data Protection No. 2016/679 of 27 April 2016 (the "Client Data Regulation").

The Service Provider also agrees to comply with the Client's written instructions regarding the use that may be made of the Client Data. The Service Provider is therefore prohibited in particular from performing any Processing using the Data, which is not expressly requested by **The Client** within the framework of a documented instruction.

The Service Provider will immediately notify **The Client** if, in its opinion, any of its instructions could constitute a violation of the Applicable Law.

In addition, if The Service Provider is required to proceed with a processing of Client Data under Applicable Law and European Union law or the law of one of the European countries to which it is subject, it must inform **The Client** of this legal obligation before processing, unless the right concerned prohibits such information for important reasons of public interest.

The Service Provider acknowledges that it is fully aware of the crucial importance for **The Client** of the protection of Client Data that the Service Provider will process under this Contract. The Service Provider declares to be able to ensure the protection of Client Data, within the framework of an obligation of result.

The Service Provider undertakes in particular to respect the following obligations and to enforce them by its employees and more generally by any person processing Client Data on its behalf:

1. to implement the appropriate, precise, detailed and documented technical and organizational measures to protect the Client Data against any risk of destruction, loss, alteration, disclosure or unauthorized access to the Client Data, but also to ensure its availability and integrity;

2. to integrate the protection of privacy and Client Data in the design and throughout the provision of services subject of this Contract;

3. to take all the necessary care to keep the Client Data in its custody during their retention period as defined by **The Client**, as well as to take all the security and sealing measures concerning them. At the expiration of the retention period defined by **The Client**, the relevant Client Data will be deleted from the The Service Provider systems. This deletion must be carried out in a definitive and irremediable manner, in particular to avoid any possibility of restoring the deleted Client Data.

4. to respect the following confidentiality obligations:

(i) not to take any copy of the documents and information carriers containing Client Data or Client Data themselves, except those strictly necessary for the purposes of the performance of its services, subject of the Contract;

(ii) not to use the documents and Client Data for purposes other than those specified in the Contract;

(iii) not to disclose such documents or Client Data to third parties, including within the group of companies to which it belongs;

(iv) at the end of the defined periods, but also at the end of the Contract, at the discretion of **The Client**

, proceed to the destruction of any files containing Client Data or return in full any medium containing such Client Data and not keep any copy or original; and justify at the first request of the Client the respect of this obligation;

5. in the event of a security breach, proven or potential, likely to affect the security of the Client Data:

(i) notify the Client in writing, immediately and no later than 24 hours after its occurrence;

(ii) carry out the investigations in order to provide the Client, in writing, as and when they are required, with all useful information on the nature and extent of the Data that may have already been affected and the corrective measures taken;

(iii) immediately implement corrective measures to prevent such a fault from recurring and to repair the harmful consequences;

6. to enable **The Client** to ensure compliance with its obligations under the Applicable Law and Personal Data Regulations:

(i) perform at least once a year, no later than the anniversary date of the Contract, an audit of its information systems and provide the Client with a written report of this audit;

(ii) allow the Client to organize any audit of its information systems and procedures, provided that it has been informed with at least 48 hours' notice;

7. if the Client is aware of the Contractor's non-compliance with the obligations arising from this article 11, without prejudice to the Client's right to terminate the Contract early due to the Supplier's

failure to fulfill its obligations, to implement any corrective measure required by the deadlines and conditions set by **The Client**, without additional cost for the latter.

The Service Provider undertakes to provide all necessary assistance to the Client in order to enable him to comply with all his obligations under the Applicable Law and the Personal Data Regulations, in particular to enable him to carry out the analyzes and other consultations required or to enable the Persons to exercise their rights over their Data. It also undertakes to cooperate with the competent supervisory authority, after consultation with the Client.

The Service Provider will make available to the Client and will communicate to him on first request all the proofs of the respect of his obligations under the Applicable Law, and in particular, at the latest as from the entry into application of this obligation, a copy the register of all categories of Processing activities performed on behalf of the Client.

The Service Provider undertakes to subject its personnel to a duty of confidentiality and to ensure its respect, if necessary by means of disciplinary sanctions.

The Service Provider further undertakes not to entrust the performance of all or part of the services provided for in the Contract to a third party, including if it belongs to the group of companies of which it is a part, or to transfer its rights and / or obligations involving transmission or access to Client Data to a third party, without the prior written consent of the Client. The Service Provider will then be required to ensure by contract that such third parties present security guarantees and are subject to obligations at least as binding as those applicable under the Contract and in particular this article "DATA SECURITY".

In any case, the Service Provider remains liable to the Client for any breach by any Subcontractor to whom he has entrusted the execution of all or part of the services provided for in the Contract.

No Transfer may be authorized by **The Client** in the absence of the implementation of appropriate compliance and security guarantees.

Notwithstanding any clause to the contrary, it is expressly agreed that in the event of a breach of any of the obligations set out in this article:

- **The Client** may, 72 hours after formal notice notified by any means to the Service Provider, or immediately in case of non-repairable breach, terminate the Contract as of right;
- the Service Provider shall not be entitled to the benefit of any clause of the Contract that may have the purpose or effect of excluding or limiting its liability.

In the event of a claim by an end customer related to the exercise of his rights (access, rectification, deletion, limitation, portability, opposition ...) and brought to the attention of The Service Provider, the latter undertakes to notify **The Client** without delay and to send him all the elements necessary to the processing of the complaint (restitution of the contents of a telephone conversation, mail, email ...). **The Client** will be responsible for providing the appropriate response to the concerned customer; and or

At the end of the Contract, whatever the cause, The Service Provider undertakes to:

- return to **The Client** the Client Data;

- to immediately and irreparably destroy the copies of the Client Data that it has in its possession, in whatever form, without being able to make any further use of it; and
- promptly send to **The Client** a certificate of destruction certifying compliance with this article and detailing the technical measures implemented for this purpose.

The Service Provider undertakes to comply with the "Quality Charter" in Appendix 1.

## ARTICLE 12. FINANCIAL CONDITIONS

### FEES AND PAYMENT TERMS

In consideration of the services provided for in the contract and for the Initial Duration provided for in article 4, the Client shall pay the Service Provider a sum defined in **[specific conditions – Subscription fee without tax]** and aligned with the engagement period **[specific conditions - Engagement Period]**.

The payment terms are set out in **[specific conditions – Payment Terms]**.

The fees of the Services are – except otherwise stated - indicated in EURO and are exclusive of tax and excluding fees. The billing address is the address of the Client's head office.

Invoices are payable term to expire, under 30 days date of receipt, by check or by transfer.

### DEFAULT OF PAYMENT

Without prejudice to any damages and interest, the failure of the Client to pay an invoice when due automatically entails:

- the application of a late interest equal to the legal interest rate, without prior notice and from the first day of delay;
- additional banking and management fees (tracking of recovery, letters and telephone charges, representation of bank levies);
- the immediate suspension of the Services;
- termination of the Contract in full within 15 days after the Service Provider sends a formal notice by registered letter with acknowledgment of receipt remained without effective response.

## ARTICLE 13. PROPERTY

The Service Provider is and remains the owner of all the Data used by the Client, excluding any data provided by the Client, via the Application Services within the framework of the Contract.

If the Client is providing additional data owned by the Client to the Application Services within the framework of the Contract, the Client is and remains the owner of this Data provided by the Client.

The Service Provider is and remains the owner of the property rights relating to any element of the Application Services and Solutions made available to the Client, and more generally of the IT infrastructure (software and hardware) implemented or developed within the framework of the Contract.

The Contract does not grant any right of ownership to the Client over the Solutions.

The Client is prohibited from reproducing any element of the Software, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Client may not assign all or part of the rights and obligations arising from the Contract, whether in the context of a temporary assignment, a sublicense and any other contract providing for the transfer of said rights and obligations.

## **ARTICLE 14. PEACEFUL POSSESSION GUARANTEE**

The Service Provider represents and warrants:

- that the Solutions he has developed are original in the meaning of the International Property Maintenance Code,
- that he holds all the intellectual property rights that enable him to enter into the Contract.
- that the Solutions are not likely to infringe the rights of third parties.

## **ARTICLE 15. LIABILITY – FORCE MAJEURE**

Each Party assumes liability for the consequences resulting from its mistakes, errors or omissions, as well as any errors, errors or omissions of its potential subcontractors and causing direct damage to the other Party.

In addition, and in case of proven fault by the Client, the Service Provider shall only be liable for compensation for the pecuniary consequences of the direct and foreseeable damage resulting from the performance of the Services. Accordingly, the Service Provider shall under no circumstances incur liability for indirect or unforeseeable losses or damages of the Client or third parties, which includes any lost profit, loss, inaccuracy or corruption of files or data, commercial loss, loss of revenue or profit, loss of customer base, loss of opportunity, cost of obtaining a product, service or technology of substitution, in relation to or resulting from the non-performance or faulty performance of the services.

In all cases, the amount of the liability of the Service Provider will be determined in accordance with Applicable Law.

The Service Provider cannot, in addition, be held responsible for the accidental destruction of the Data by the Client or a third party having accessed the Application Services by means of the Credentials given to the Client.

The Service Provider shall under no circumstances be held liable for any damages in the event of damage caused by an interruption or a decrease in the service of the telecommunications operator, the electricity supplier or in case of force majeure.

Neither Party may be held liable for any breach of its obligations under the Contract, if such breach results from: a governmental decision, including any withdrawal or suspension of any authorizations, a total or partial strike, internal or external to the company, a fire, a natural disaster, a state of war of total or partial interruption or blockage of telecommunications networks or electrical, computer hacking act or more generally any other force majeure event having the characteristics defined by the case law.

The Party noting the event shall promptly inform the other party of its inability to perform. The suspension of the obligations or the delay cannot in any case be a cause of responsibility for non-performance of the obligation in question, nor to induce the payment of damages and interests or penalties of delay.

## **ARTICLE 16. INSURANCE**

The Service Provider has taken out the necessary insurance to cover the risks related to the exercise of his activity. He undertakes to give any proof to the Client, if he expressly requests it.

## **ARTICLE 17. TERMINATION**

In case of breach by one of the Parties to its contractual obligations, the Contract may be terminated automatically by the other Party 30 days after the sending of a letter of notice by registered mail with acknowledgment of receipt gone unheeded. The letter of notice will indicate the fault (s) found.

In the event of termination, the Client will cease using any access codes to the Solutions and Application Services.

Reversibility benefits will be implemented in accordance with Article 18.

## **ARTICLE 18. REVERSIBILITY**

In the event of termination of the contractual relationship, whatever the cause, the Service Provider undertakes to destroy free of charge, at the first request of the Client via registered letter with acknowledgment of receipt and within 30 days to the date of receipt of this request, all data belonging to the Client.

The Client will actively collaborate with the Service Provider to facilitate the recovery of the Data.

The Service Provider will ensure that the Client can continue to process the Data, without interruption, directly or with the assistance of another provider.

During the reversibility phase, the commitment levels of the quality charter will be reviewed

## **ARTICLE 19. NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS**

Each Party waives the right to engage or cause to be hired, directly or through an intermediary, any employee of the other party, without the prior express consent of the latter. This waiver is valid for the duration of the Contract and for the 4 months following its termination.

In the event that one of the Parties does not comply with this obligation, it undertakes to compensate the other Party by paying to it immediately and upon request, a lump sum equal to 4 times the gross monthly remuneration of the employee at the time of his departure.

## **ARTICLE 20. CONFIDENTIALITY**

Each Party undertakes to (i) keep confidential any information it receives from the other Party, including (ii) not disclosing the other Party's confidential information to any third party, other than employees or agents who need to know them; and (iii) use the confidential information of the other Party only for the purpose of exercising its rights and fulfilling its obligations under the Contract.

Notwithstanding the foregoing, neither Party shall have any obligation with respect to information that (i) would have fallen or fall into the public domain regardless of fault by the Receiving Party, (ii) would be developed by the Party receiving them, (iii) would be known to the Party receiving them before the other Party discloses them, (iv) would be legitimately received from a third party not subject to an obligation of confidentiality, or (v) should be disclosed by law or by order of a court (in which case they should be disclosed only to the extent required and after notifying the Party providing such notice in writing).

The obligations of the Parties with respect to confidential information shall remain in effect throughout the term of the Contract and, after its termination, as long as that the information concerned shall remain confidential to the Party disclosing it and, in any event, for a period of 5 years after the end of the Contract.

Each Party shall return all copies of the documents and media containing confidential information of the other Party, at the end of the Contract.

The Parties further undertake to enforce these provisions by their employees, and by any agent or third party who may be involved in any capacity whatsoever in the context of the Contract.

## **ARTICLE 21. FAIR USE**

## FAIR USE

For the benefit of all users of the Service Provider Solution, it is imperative that Clients and users adhere to fair and reasonable use of the Solution to seek to prevent downtime, loss of or corruption or damage to data and/or other errors or technical issues.

Use of the Solution must be limited to a reasonable number of concurrent calls, together with an appropriate wait period for completion of those calls before commencing further calls. The Service Provider may specify a specific number of call limits from time to time, to which Clients and users will be required to adhere.

In the event that the Clients and users receive error reports or error codes from use of the Solution, Clients and users must immediately notify the Service Provider, and reduce usage of the Solution appropriately.

## CONSEQUENCE OF MISUSE

Without prejudice to any other rights the Service Provider may have, in the event of a failure to adhere to the fair usage set out above, or any other failure to adhere to the terms of this document:

- The Client shall be responsible for and shall indemnify the Service Provider against all costs, losses, liabilities, damages, claims and expenses suffered or incurred by the Service Provider or any member of the Service Provider group, arising directly or indirectly out of or connected to the Client breach, including but not limited to any of the aforesaid costs, losses, liabilities, damages, claims and expenses relating to damage to or destruction or corruption of data; and
- The Service Provider shall be entitled (without notice) to suspend, modify, restrict or otherwise limit the Client use of the Solution.

The Service Provider may monitor the Client use of the Solution including to verify compliance with this policy.

Specifically, the provider reserves itself the right to compensate additional expenses incurred due to a usage outside a reasonable and fair use of geocoding capabilities (My Locations, My Customers).

## PROHIBITED USE

The Client may use our Solution only for lawful purposes. The Client may not use the Solution:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

The Client also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Solution, including data;
- except to the extent permitted by law, not to decompile, reverse engineer, disassemble or otherwise derive the source code of any part of the Solution;
- Not to access without authority, interfere with, damage or disrupt:

- any part of the Solution;
- any equipment or network on which the Solution operates in or is stored on; or
- any software used in the provision of the Solution.

## ARTICLE 22. MISCELLANEOUS

The nullity, the lapse, the lack of binding force or the unenforceability of any of the stipulations of the Contract does not entail the nullity, the lapse, the absence of binding force or the unenforceability of the other stipulations, which will retain all their effects. However, the Parties may, by mutual agreement, allow to replace the invalidated provision(s).

The Contract is subject to law defined in **[specific conditions – Applicable Law]**, to the exclusion of all other legislation.

For the execution of this Contract and its continuations, the Parties respectively elect domicile in their headquarters indicated at the top of the Contract. Any change in the registered office or address of one of the Parties shall be enforceable against the other Party only eight calendar days after it has been duly notified.

In order to jointly find a solution to any dispute arising in the performance of the Contract, the Parties agree to meet within 30 days of receipt of a registered letter with acknowledgment of receipt sent by one of the two Parties.

## APPENDIX 1 – QUALITY CHARTER

The Service Provider undertakes to respect the Quality Charter and in particular the following points which are the guarantee of the quality of its service, namely:

### AVAILABILITY

The Service Provider undertakes to implement effective controls to provide reasonable assurance that the Client can access and use the relevant Solutions at the times specified in the Contract, with an uptime of at least 99.5%.

### SECURITY AND CONFIDENTIALITY

The Service Provider works on securing the access and use of the Solutions, taking into account the protocols, in accordance with the practices in this area.

The Service Provider has put in place effective safeguards against unauthorized physical and electronic access to the Service Provider's operating systems and applications, as well as to the confidential information of the Clients in order to provide reasonable assurance that access to systems and Client Data is limited to authorized persons and that the confidential information of the Clients is protected against any use not in accordance with their use.

### INTEGRITY

The Service Provider undertakes to put in place effective controls to provide reasonable assurance that the applications made available to the Clients process the Data entrusted to it without risk of omission, alteration, deformation or any other form of anomaly that may affect the integrity of the results of these applications and that the treatments are in accordance with the legal regulations applicable to them, and that the Data and treatments are accessible for external controls and audits that could be carried out.

The integrity of processing extends to any component of the system and to all phases of processing (data entry, transmission, processing, storage, and output). These controls consist of process consistency checks, anomaly detection and management, as well as User information regarding any associated non-compliance risk.

### PERFORMANCE

The Provider ensures a response time of 5 seconds between its server and any User located in **[specific conditions - Geographic Zone]**. Response time refers to the monthly average response time for opening the application home page.

## TECHNICAL ASSISTANCE

The Service Provider defines the following priorities and response times to address issues reported by Customer during Core Business Hours:

- **Critical Priority** - any issue that prevents Customers from using core features of the System that are pertinent to the Customer's core business processes. For example, any action that consistently results in a system error message or loss of data, and renders main features of the platform completely unusable (Explore, Finder, Survey, My Location, My Customers).  
Response Time: within 1 working day of reporting the issue
- **Low Priority** - any issue that prevents Customer from using sub-features or partial features of the System that are not pertinent to the Customer's core business processes. For example, the inability of users to change or reset their password or update their profile information would be considered a Low Priority issue. Another qualification of a Low Priority issue is any issue that can be addressed by a temporary workaround until a permanent fix is applied.  
Response Time: within 5 working days of reporting the issue.

In the unlikely event of a Critical Priority issue lasting more than 24 hours, Customer may request credit for that day. The amount of daily credit is calculated by dividing the total payment for the year by 365. Claim for daily credit should be submitted via email stating the date or dates the system was not available for more than 24 hours. Customers must report any issue and wait 24 hours for a resolution before requesting credit. In the event a low priority issue has remained unresolved for over a 24 hour period, customers may request daily credit for each 24 hour period until the issue is resolved.