

General Terms and Conditions of Use of Products and Services

Version as of 12 May 2023

The company SAS ALL CONNECTED IT (hereinafter referred to as AC-IT), a simplified joint stock company, registered in the Périgueux Trade and Companies Register under number 897590006, whose registered office is located at 13 route de Puyconteau, 24750 TRELISSAC, France.

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Art. 1 - General information

The present General Terms of Use are written in French, in Dutch and in English in order to allow the widest possible understanding by Users. However, in case of contradiction between these versions, the French version shall prevail.

Please read these Terms and Conditions of Use ("EULA") carefully. They define the conditions and restrictions of use and services that you accept by using the Products and/or Services provided by AC-IT.

These EULAs may be modified at any time by AC-IT in accordance with changes in legislation and the specific terms of use of the Products provided by the Partners. In addition to the rights and restrictions provided for in this EULA, any other indications or restrictions contained in the instructions for initialization and use of AC-IT Products or in the release notes govern their use and are incorporated herein by reference.

Art. 2 – Definitions

"Blocking anomaly" means any defect that prevents the implementation of one or more strategic functionalities of the Product or that interrupts in whole or in part the operation of the Product

"Non-blocking anomaly" means a fault in the design or manufacture of the Product which manifests itself in the form of operating anomalies.

"Access" means the service enabling the Products hosted by AC-IT and/or its Partners and accessible in SaaS (Software As A Service) mode to be made available under the best performance and security conditions.

"Customer" means the legal entity, acting in the context of its professional activities, which wishes to use or allow its Users to use the Products and/or benefit from the Services, as defined herein, and which undertakes to do so in accordance with the terms and conditions set out.

"EULA" means these terms and conditions of use and service.

"Documentation" means the electronic and/or paper documentation including the user manual for the Products and/or the description of the Services.

"Data" means the data, information and documents stored by the Customer or by Users in the course of using the Products and/or Services.

"Hosting" means the online hosting of the Products and/or the storage of Data on external servers accessible by Customers remotely.

"Identifiers" means the names and/or identifiers and passwords allocated and/or chosen by the Customer allowing him to access the Products, the Services and his Data hosted by AC-IT.

"Internet" means the set of interconnected networks, which are located in all regions of the world

"Day" means a calendar day

"Open Source" means, but is not limited to, third party software and/or third-party modules and/or third-party libraries, used in whole or in part in the Products, distributed by their authors under specific licenses known as "free licenses". The Customer will be fully informed, depending on the type of Product chosen, whether or not the latter contains all or part of such software and if so, the Customer will be informed in the Product credit of the terms of the licences used and the associated rights.

"Partner" means both the distributors and publishers of the Products, who have delivered Products and/or Services to AC-IT. This may include, but is not limited to: Microsoft, Exclaimer, but also QBS, Timeular...

"Application" means the specific combination of hardware and software environment from which the Customer (and Users) can access and use the Products. The Application will allow the User to manage authorisations.

"Prerequisites" means the IT infrastructure, hardware and any other specifications and/or instructions necessary to implement, install and/or use in order to enable the correct use of the Products and/or the performance of the Services. These requirements may change during the use of the Products as a result of changes in legislation and/or changes to the Products made by the Partners.

"Products" means the software products (in their executable form) and hardware developed and/or marketed by AC-IT (in particular the Application) and/or its Partners, accessible in SaaS mode and the associated Documentation.

"Services" means the services associated with or independent of the Products.

"Website" means the Internet portal for access to its SaaS solution published by AC-IT and accessible on the Internet at www.ac-it.fr and/or www.connectapp.fr

"Personal Data Regulation" means the French law no. 78-17 of 6 January 1978 on data processing, files, and freedoms (hereinafter **"LIL"**) and the General Data Protection Regulation 2016/679 of 27 April 2016 (hereinafter **"GDPR"**).

Art. 3 - Purpose

The purpose of these EULAs is to regulate the conditions under which each Customer may use the Products and benefit from the Services they have subscribed to.

Art. 4 - Intellectual property rights

4.1 - AC-IT owns the intellectual property rights to the Products and Services or has the necessary authorisations to market the Products and Services.

4.2 - Some Products have been developed by other publishers. The rights granted on this software are subject to the respect of various rights and obligations defined by the said publishers. In the event of failure to comply with these rights and obligations, AC-IT reserves the right to take any measure necessary to put an end to the problems observed. The specific conditions of use of said Products will be communicated at the time of subscription to said Products.

4.3 - The Customer declares that it is aware that AC-IT cannot grant more rights than it has, and that the Customer is only authorised to use the Products within the framework of the Contract, to the exclusion of any other purpose.

4.4 - Where necessary, it is specified that the Contract does not grant the Customer any title or right of ownership over the Products or even possibly over the Services. In this respect, the Customer shall respect and ensure the respect of all mentions relating to property rights on the constituent elements of the Products and Services and on all related media.

4.5 - In general, the Customer undertakes not to infringe in any way whatsoever on all the intellectual property rights of AC-IT.

Art. 5 - End User Licence

5.1 - Rights granted

Subject to full payment of the price and compliance with these EULA, AC-IT grants the Customer a personal, non-exclusive, non-transferable right, limited to the duration set out in these EULA or in the Special Conditions, to a defined number of Users, to download, access and use the Products selected by the Customer, in their executable form for its own internal needs to the exclusion of any other purpose. The Products and Services are used under the sole control and responsibility of the Customer.

In SaaS mode, AC-IT grants the Customer a right of access to the platform and to the Products of AC-IT and/or its Partners under the conditions defined below as well as a right of final use of the Products. The benefit of this licence to use the Products and Services requires access by the Customer to a telecommunications network. This service is not included in the Services provided by AC-IT and shall be provided by a telecommunications operator under the responsibility, choice, and charge of the Customer.

5.2 - Additional technical modalities in SaaS

AC-IT provides the Customer with access to the Products in accordance with the conditions set out in the Documentation.

Each User will have an access right and will use this access right alone. He will be able to connect at any time - except during maintenance periods. A login and an access code are assigned personally to the Administrator who will manage the access rights and access codes via his Application.

5.3 - Confidentiality of identifiers

Identifiers are personal and confidential. They may only be changed at the Customer's request or at AC-IT's initiative, provided the Customer is informed in advance. The Customer undertakes to make every effort to keep his Identifiers secret and not to disclose them in any form whatsoever.

The Customer is entirely responsible for the use of the Identifiers and is responsible for the custody of the access codes given to him. He shall ensure that no other person not authorised by AC-IT has access to the Products and the Application. In general, the Customer assumes responsibility for the security of the individual access posts to the Products and the Application. If the Customer becomes aware that another person is accessing the Products and the Application, the Customer shall inform AC-IT without delay and confirm this by registered mail. In case of loss or theft of one of the identifiers, the Customer will use the procedure set up by the Partners allowing him to recover his identifiers by email.

5.4 - General restrictions

Unless otherwise provided, this licence does not include configuration, adaptation, interfacing, customisation, nor the adaptation of the Products to the specific needs of the Customer. These services are considered as optional services that must be specially mentioned in the Special Conditions and/or the subject of a separate quote and/or contract.

The Products must be used in an environment that complies with the Requirements defined by AC-IT.

The Customer undertakes to comply with AC-IT's instructions and recommendations and to use the Products in accordance with the provisions of these General Terms and Conditions of Sale, as well as with the instructions and guidelines for safe use and proper operation contained in the Documentation provided to the Customer.

Any use not provided for herein is prohibited and, in particular but without limitation, the Customer undertakes not to (nor authorise a third-party to)

- (i) use the Products for purposes other than those described in the Documentation and/or in numbers other than those authorised,
- (ii) copy, reproduce permanently or temporarily, alter, adapt, translate, in whole or in part, by any means and in any form, in any way whatsoever, incorporate into another product, all or part of the Products or their Documentation, create derivative works from the Products and/or their Documentation, disassemble or reverse engineer them in any way, or attempt to discover their source codes (which are deemed strictly confidential)
- (iii) modify the Products in any way, even to the extent of correcting errors, this being exclusively reserved to AC-IT and/or Partners, attempt to open closed files and/or access the source, make claims on the source, download, reuse, disassemble, decompile,
- (iv) distribute, sublicense, distribute, assign, rent, lease, loan, give, or otherwise transfer for commercial purposes, even free of charge, all or part of the Products, by any means, to anyone, including any of its affiliates, even free of charge, all or part of the software and/or obligations under these terms and conditions.
- (v) remove, obscure, or alter any proprietary notices, labels, or legal notices, such as trademarks or copyrights, affixed to or in the credits of the Products and/or the associated Documentation.

AC-IT and/or its Partners expressly reserve the right to correct or have corrected and to repair or have repaired, any Defects that may be contained in the Products insofar as this is necessary to ensure that the Products are used in accordance with their Documentation.

AC-IT and/or its Partners further reserve the right to adapt or have adapted, to modify or have modified and to make or have made improvements to the Products or to discontinue their distribution, without prior notice and without obligation to notify anyone. AC-IT and/or its Partners reserve the right to modify or interrupt access to the Products, in particular for reasons of maintenance, updating or improvement or to change the content, without any compensation or obligation whatsoever, even though AC-IT will endeavour to use all reasonable economic means at its disposal to minimise any possible inconvenience.

5.5 – Copy

It is prohibited by law to make unauthorised copies of the Products. In SaaS mode, given the distribution mode of the Products, the Customer is not authorised to make a backup copy.

5.6 - Limitations on interoperability

The Customer is not allowed to perform any decompilation acts to make the Products interoperable with hardware or other software before informing AC-IT directly, in advance, in writing, by registered letter with acknowledgement of

receipt and as long as the information necessary for interoperability is available or as long as AC-IT makes reasonable efforts to provide it.

5.7 - Use of Open-Source Software and/or Third-Party Software

It is expressly agreed that the part of the Products distributed under an Open-Source or Third-Party licence (e.g., Microsoft licence) is also subject to these EULA. However, in the event of a conflict between the general terms and conditions of use of the Open-Source or Third-Party software and these EULA, it is expressly agreed that the licence conditions of the Open-Source or Third-Party software shall apply exclusively to the Open-Source or Third-Party parts of the Products. In this case AC-IT will make available to the Customer for each of the Products the relevant licence conditions.

Art. 6 – Warranty

As the Products are in a particularly complex area of computer technology and according to the current state of knowledge, they cannot be tested for all possible uses and no other guarantee than that described below can be assumed. The right to use the Products is granted "as is", without any warranty of any kind, express or implied, as to their quality, performance, or results.

Art. 7 – Liabilities

7.1 - Obligation of means

AC-IT is bound by an obligation of means under these terms and conditions. AC-IT shall only be liable in the event of gross negligence or proven negligence in the performance of its obligations.

AC-IT provides the Customer with access to the Products and Services in accordance with the terms and conditions set out herein, in the Documentation and/or in the Special Terms and Conditions, except for interruptions required for maintenance services, possible breakdowns, technical constraints linked to the specificities of the Internet network, without all of these periods of interruption or other constraints being able to engage the responsibility of AC-IT or give rise to any right to compensation.

The Customer is informed that most of the Products are developed and published by third-party Partners, under their sole responsibility. AC-IT shall therefore not be liable for their content, their lawfulness, and their suitability for the Customer's needs, or even for any errors they contain. It is the Customer's responsibility to contact the Partner directly.

7.2 - Limitation of liability for processed Data

The Customer shall be personally responsible for the processing, backup and archiving of its Data, as well as for all the steps and authorisations required for the processing of personal data. The Customer is reminded that it is its responsibility to make back-ups in accordance with the usual practices.

AC-IT shall not be held responsible for any errors in the content of the information provided by the Customer, nor for any consequences thereof.

The Customer undertakes to have residing on the servers of AC-IT and/or its Partners only the Data of which he is the owner or which he is authorised to hold. The Customer is obliged to provide Data free of any virus and shall ensure that there is no infringement of any third-party rights (trademark rights, image rights, copyright, neighbouring rights, consumer rights, etc.) or personal rights (personal data, privacy, property rights, etc.). The Customer shall indemnify AC-IT at first request against any damage that may result from a third-party challenging AC-IT for a breach of this warranty. AC-IT shall be entitled to refuse Data that does not comply with the forms and conditions set out herein and in particular that would be detrimental to the operation of the Products and/or Services, without AC-IT being liable for such refusal.

7.3 - Limitations on the Internet

The Customer declares that he is aware of and accepts the characteristics and limits of the Internet and in particular accepts that:

- AC-IT shall in no way be held responsible for difficulties or speeds and slowdowns in accessing the Products or for the non-routing of its data, nor for the fraudulent intrusion or maintenance of a third party in its system or the illicit extraction of data despite the implementation by AC-IT of security measures in accordance with the known and current state of the art
- the nature of the Internet network and in particular its technical performance and the response times for consulting, querying, or transferring information or content are not guaranteed
- it is up to the user to take all appropriate measures to process, host, save, archive, and protect its data and/or software and/or hardware

7.4 - Damage not attributable to AC-IT

The Customer is liable for any direct, indirect, material and/or immaterial damage resulting from a failure on its part and/or on the part of users.

AC-IT shall not be liable for any damage originating from the use of the Products and Services in conjunction with any software or hardware used by the Customer, or for any technical problem of the Customer's information system, to which it is up to the Customer to subscribe the appropriate maintenance contracts.

The Customer must have the skills, hardware and software required to use the Internet and acknowledges that the characteristics and constraints of the Internet do not allow the availability and integrity of data transmissions to be guaranteed.

The Customer undertakes to implement any protection system on its IT tools, such as, but not limited to, antivirus, firewall, in order to avoid any malfunctioning due to internal malice, attacks or infections by computer viruses or spam. Similarly, AC-IT shall not be liable for any fault of third-parties to the Contract and/or decisions of the Partners regarding modifications, stoppages and/or errors on the Products.

7.5 - General limitation of liability

In the event of non-conforming Services duly noted by AC-IT, AC-IT shall only be obliged to perform the Services again.

In any event and irrespective of the basis of AC-IT's liability, the damages and any compensation owed by AC-IT to the Customer, for any reason whatsoever, shall not exceed the sums paid by the Customer to AC-IT during the last 12 months in respect of which the dispute arises.

In no event shall AC-IT or its Partners be liable for any consequential damages, such as loss of business, loss of data or any other financial loss, indirect or unforeseeable loss or damage of the Customer or third-parties, including but not limited to loss of reputation, loss of profit, loss, inaccuracy or corruption of files or Data, loss of business, loss of turnover or profit, loss of goodwill, loss of opportunity, cost of obtaining a substitute product, service or technology, in connection with or arising from the non-performance or faulty performance of the Contract and costs relating to the recovery and/or manual or automated reconstitution of the Customer's data or programs damaged or lost as a result of the non-performance, or late, incomplete or defective performance, of all or part of the Services, even if AC-IT has been warned of the possibility of such damage. Any damage suffered by a third-party is an indirect damage, and therefore does not give rise to compensation.

Art. 8 - Confidentiality

Each of the parties undertakes not to disclose any documents or information of any kind about the other party of which it may have become aware during the performance of these EULA and undertakes to ensure that this obligation is respected by the persons for whom it is responsible. AC-IT shall ensure full confidentiality as to the content of the Data to be processed.

Art. 9 - Personal data

9.1 - General principles

In the context of the Contract, each of the Parties undertakes to comply with the Personal Data Regulations.

9.2 - The data collected by AC-IT, as responsible for

AC-IT may, as the person responsible for processing, collect personal data (in particular name, first name, postal address, e-mail address, job title, telephone

number, organisation, link to LinkedIn profile or Twitter account (if these data are filled in by the User), data generated by the Users when using the Services such as usage and connection statistics (if they can be linked to an identified or identifiable User) for the purposes of the performance of the Contract (including in particular, but not exclusively, for the supply of the Product and/or the Service subscribed to, the drawing up of invoices and the creation of a personal account allowing access to the Products): for the provision of the Product and/or the Service subscribed to, the establishment of invoices and the creation of a personal account allowing access to the Products).

The information collected when purchasing a Product and/or subscribing to a Service is mandatory and is essential for the provision of the Products and/or Services.

AC-IT also uses personal data for commercial prospecting purposes, in particular by sending newsletters. The Customer or any of the Customer's employees may at any time object to commercial canvassing free of charge by clicking on the link provided for this purpose or by sending a letter to AC-IT's postal or e-mail address.

The person responsible for the processing is AC-IT.

This data is kept for a reasonable period of time necessary for the performance of AC-IT's obligations.

In accordance with the Personal Data Regulations, the Customer is informed of the provisions relating to personal data and undertakes to communicate them to each of his employees, and in particular that:

- He/she has the right to access, rectify and delete his/her data,
- He/she also has the right to ask the responsible for the processing to limit the processing, the right to object to the processing and the right to data portability, under the conditions and within the limits provided for by the Personal Data Regulation.
- Where the processing is based on his/her consent, he/she has the possibility to withdraw his/her consent at any time. This withdrawal of consent will only have effect for the future from the moment AC-IT has been able to validate the lawfulness of the request.
- He/she also has the right to define general and specific directives defining the way in which he/she intends these rights to be exercised after his/her death.
- He/she may also lodge a complaint with the CNIL <https://www.cnil.fr/fr/plaintes>.

For more information on the above rights, the Customer can consult the Customer, Prospective Customer and Supplier Data Privacy Policy available online at www.ac-it.fr.

To exercise his rights, he may contact the Company AC-IT by mail at the following postal address: 13 route de Puycontreau - 24750 Trélissac or at the following e-mail address: rgpd@ac-it.fr

9.3 - Data transmitted by AC-IT to Partners

The Customer is informed that AC-IT will transmit certain information to the Partners for the performance of the Contract. In this context, AC-IT only acts as a subcontractor of the Partners.

The rules applicable to the Data in this case are explained by the Partners.

9.4 - Data collected by AC-IT, as a subcontractor

9.4.1 - The Customer's obligations

The Customer is responsible for the processing of the personal data contained in the Data transmitted, AC-IT being only a subcontractor.

If the Data transmitted for the purpose of using the Products and/or Services includes personal data, the Customer guarantees to AC-IT that:

- he has carried out all the obligations incumbent on him under the terms of the Personal Data Regulations, in particular, but without this list being exhaustive, that he has:
 - kept and maintained a register of processing operations
 - carried out any required impact assessment
 - appointed, if necessary, a data protection officer, or, where appropriate, justified the reasons for not appointing one
 - informed the natural persons concerned of the use made of the said personal data.
- he undertakes to collect the data in compliance with the Personal Data Regulations, in particular that the personal data is:
 - processed lawfully, fairly and transparently with regard to the data subject (lawfulness, fairness, transparency); the Customer undertakes to inform the data subjects in accordance with the Personal Data Regulations
 - collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes
 - adequate, relevant, and limited to what is necessary for the purposes for which they are processed (data minimisation)
 - accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data which are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay (accuracy)
 - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which they are processed
 - processed in such a way as to ensure appropriate security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, by means of appropriate technical or organisational measures (integrity and confidentiality)
- he provides AC-IT with clear and precise instructions on the outsourcing of data.

Customer warrants that it is solely responsible for the quality, lawfulness, and relevance of the personal data it sends to AC-IT. The Customer shall hold AC-IT harmless at first request against any prejudice resulting from a third party challenging it for a breach of this warranty.

9.4.2 - General obligations of AC-IT as a subcontractor

AC-IT, as a processor within the meaning of the Data Protection Regulation, undertakes to process personal data provided by the Customer only on the Customer's instructions and for the purposes of the Contract.

The Customer shall implement all measures reasonably required by the Customer in writing and in advance to ensure the security and confidentiality of the personal data, in accordance with the applicable legislation.

Any regulatory changes concerning the protection of personal data that may increase AC-IT's obligations under this clause shall be implemented as soon as possible. Nevertheless, if there are duly justified financial consequences in the implementation of such changes, the Parties will discuss how to manage such costs. If the discussions on the management of the costs fail, either Party shall be entitled to terminate the Contract, without this constituting damage to either Party.

9.5 - The Customer's obligations as responsible for the processing of any personal data collected under the Contract

If the Customer collects personal data under the Contract (e.g., personal data of AC-IT employees), he undertakes to:

(i) comply with the Personal Data Regulations and in particular to:

- collect only data that is adequate, relevant, and limited to what is necessary for the purposes for which it is processed (data minimisation)
- keep the data collected up to date (accuracy).
- inform data subjects of their rights with regard to personal data.
- allow any data subject to exercise his or her rights of access, rectification, erasure, and restriction of information concerning him or her, his or her right to object to processing, his or her right to data portability, as well as his or her right to define directives after his or her death.

(ii) impose the same obligations on its staff and any third-parties under its control (including its affiliates and subcontractors, if any). The Customer, as the data controller, warrants that it is in full compliance with the provisions applicable to any processing of personal data under the Contract.

Art. 10 - Inspection rights of the Partners

The Customer is informed that the Partners have the right to control the conditions of use of the Products and are therefore authorised to carry out any checks on compliance with their own licences, including the number of users, prerequisites and other specific provisions.

Art. 11 - Various

11.1 – Intuitu Personae

The Contract is concluded "Intuitu personae" in consideration of the Customer.

The Customer may not transfer or assign by merger, demerger, partial contribution of assets, transfer and/or management lease of a business or any operation the purpose of which is to transfer assets, all or part of its rights and obligations under this Agreement, unless AC-IT has given its express prior written consent.

11.2 - Relationship between the Parties

No provision of these General Terms and Conditions and/or the Special Terms and Conditions is intended to create a subordinate and/or joint venture relationship. Thus, neither Party is entitled to enter into any commitment, negotiate on behalf of the other Party or even commit the other Party, without the express and prior agreement of that Party.

11.3 – Notifications

Any notification made pursuant to the Contract shall be sent by registered letter with acknowledgement of receipt and/or extrajudicial document to the registered office (for legal entities) or domicile (for natural persons) of each of the Parties. Notifications shall be deemed to have been made on the date of the postmark.

11.4 - Abandonment and waiver

If any of the clauses of these General Terms and Conditions should prove to be null and void or unenforceable by virtue of a law or regulation or following an enforceable decision of a competent court or authority, the Parties expressly agree that this Contract shall not be affected by the nullity of the aforementioned clause.

AC-IT's failure to require at any time the strict performance by the Customer of any provision or condition of these General Terms and Conditions and/or the Special Terms and Conditions shall not be deemed to constitute a final waiver of such provision or condition. Accordingly, AC-IT may at any time require the strict and full performance by Customer of the provisions and conditions of this Agreement.

11.5 - Authoritative version

The authentic version of this contract is the French version.

Art. 12 - Applicable law - Jurisdiction

In the event of a dispute relating to the conclusion, interpretation, and execution of these EULA, the parties shall attempt to find an amicable solution to the dispute.

In the absence of an amicable solution within fifteen (15) days, jurisdiction is expressly attributed to the Commercial Court of the registered office of AC-IT, notwithstanding the plurality of defendants or the introduction of third-parties, even for emergency procedures or protective procedures, in summary proceedings or on request.