Maintenance and Support Terms and Conditions
September 2023

This Agreement is entered into between UBIKA (registered in the Nanterre Trade and Companies Register under no. 529 108 615) and the Customer (defined below) for the Software defined below.

UBIKA and the Customer are hereinafter referred to individually as a "Party" or collectively as the "Parties".

UBIKA has developed, markets and owns a range of software.

UBIKA and the Customer have entered into a License Agreement for the use of UBIKA software as specifically designated in the License Agreement (hereinafter the "Software(s)").

As part of the use of the Software, the Customer wished to have access to a maintenance and support service for the Software, the terms of which are specified below, after having received all the information required to make a decision in accordance with articles 1112 et seq. of the French Civil Code.

The Parties acknowledge that this contract has been negotiated or, at the very least, that its clauses were negotiable. Consequently, the Parties exclude Article 1171 of the Civil Code from the present contractual relationship. Each of the Parties represents and warrants that it has had the opportunity to take / has taken the advice of its choice with a view to entering into this contract.

1. Definitions

For the purposes of this Agreement, the following words shall have the following meanings:

1.1 "Anomaly" means a malfunction of the Software, notified by the Customer to UBIKA, preventing the execution of all or part of the functionalities provided for in the Documentation, exclusively attributable to the Software and reproducible.

1.2. The term "Appliance" refers to the hardware or virtual computer equipment on which the Software supplied by UBIKA runs exclusively and solely in compliance with the provisions of the Licensing Agreement.

1.3 The term "Contract" means this document and all Annexes and Exhibits attached hereto, including the Proposal.

1.4. The term "Technical Environment" or "Environment" refers to the servers, operating systems, database management systems and network software defined by UBIKA and required to operate the Software.

1.5 The term "Trained Interlocutor" refers to any person trained by UBIKA in the use of the Software and who can access the Software maintenance services and who is specifically designated by the Customer.

1.6. The term "Maintenance" means all operations enabling the Software to be maintained and re-established in good working order in accordance with the specifications described in the

License Agreement, with the exception of any other service such as assistance in using the Software or staff training.

1.7. The term "Update" means an update of the Software provided by UBIKA to the Customer at no additional cost, provided that the Customer has ordered Maintenance services for the Software concerned and for the period during which UBIKA makes the Update available. Updates do not include versions, modules, options or New Product that UBIKA provides under separate complementary licenses.

1.8The term "New Product" means the supply of a new Software Product or a new option of the Software Product which replaces an existing Software Product in the range, this new Software Product presenting, compared to the last version, significant differences in design and/or programming and/or functionalities.

1.9 The term "Proposal" means the offer made by UBIKA describing the financial terms and any additional conditions.

1.10. The term "Support" includes the services provided by UBIKA and defined in the brochure describing the technical support services and the associated terms and conditions, which can be consulted on the support portal.

2. Purpose of the contract

The purpose of this Contract is to define the conditions under which UBIKA will implement the necessary resources to provide the Client with Maintenance and Support services.

3. Support or maintenance request

Upon written request from the Client using the means subscribed to (e-mail, telephone, website), the UBIKA support service will identify the requesting party using the Certificate reference number RSM-XX-YY-NNNN, and will assign a unique ticket number to the request. This ticket number must be quoted in all subsequent correspondence.

4. Description of support and maintenance services

4.1 General terms and conditions

The brochure describing the technical support services and the associated terms and conditions can be consulted on the support portal.

4.2 Assistance with software use

With regard to the information provided by the Customer, UBIKA shall make every effort to provide information, documents and links to additional information enabling the Customer to ensure the correct operation of the Software.

4.3 Assistance by remote control of the customer's information system

This service corresponds to remote control of the Customer's computer in the event of an Anomaly reported by the Customer, via the Customer's Internet connection, which must be fully operational, at the Customer's sole cost and under the Customer's sole responsibility. This assistance is limited to the Software supplied by UBIKA as part of the License Agreement.

In order to carry out this intervention, the Customer's Internet connection must be operational. To trigger this assistance, the Customer must expressly request it in advance in writing, via the

Support ticketing tool set up by UBIKA. The purpose of this intervention is to provide remote assistance without travelling to the Customer's site.

Remote control will be carried out by UBIKA on the Customer's Environment, using remote control software made available free of charge by UBIKA or a remote connection such as a VPN tunnel, opened and administered by the Customer. The Customer must transmit to UBIKA, as soon as possible after the contract comes into force, any access code or any other element necessary for the remote connection of UBIKA to its Environment.

The Customer must take all measures and steps to ensure that this intervention is carried out under conditions of maximum confidentiality and security. In particular, it must ensure that its Internet access and the computer on which the intervention is to be carried out include the minimum security features and comply with best practice. With regard to the data stored on the computer being checked, it is the Customer's responsibility to make an external backup of said data beforehand, in order to limit the risks of loss or damage, in accordance with article 6.

The Customer may freely limit, if he so wishes, UBIKA's access to all or part of his Environment. He may also interrupt the connection at any time.

The Customer must communicate to UBIKA, prior to the intervention, any information or document useful for the intervention or which may influence the intervention. The Client is informed that remote control of a computer or information system is not without risk, which it accepts, and that it is therefore incumbent upon it, prior to intervention, to take all measures, in particular data backup, to minimise the consequential damage.

Finally, it is reminded that the Environment on which UBIKA will intervene remotely to provide the services will be declared unavailable during the said intervention and that no employee of the Client may have access to this Environment, for any reason whatsoever, during UBIKA's intervention.

4.4   Corrective software maintenance
UBIKA shall ensure the correction of reproducible Software Anomalies communicated by the Customer to UBIKA.
The method of correction will be left to UBIKA's discretion and may take the form of a correction of the Software via an Update, a modification of the documentation or any other means enabling the reproduction of the Anomaly to be avoided.

4.5 Scalable software   maintenance
UBIKA makes available to the Customer, on its website, all patches and Updates to its Software.

The Customer's personnel who have registered on the UBIKA website will be notified of the Updates and will be able to download them from the website.

The Customer is obliged to implement any patch and/or Software Update deemed necessary and made available by UBIKA for the proper functioning of the Software.

UBIKA cannot guarantee the portability of Updates on hardware whose warranty has lapsed.

UBIKA will not carry out any corrective maintenance on obsolete versions announced as being at the end of their life. Information on end-of-life versions is available at the following address: https://my.ubikasec.com/. It is the Customer's responsibility to visit the aforementioned website and to take note of it.

4.6 Maintenance limits
UBIKA's Maintenance and Support obligations shall be exercised in the context of what is deemed to be normal use of the Software; consequently, the following are excluded from the support and maintenance owed by UBIKA: including, but not limited to, all interventions caused by :

- Accident or damage or theft, fire, flood, power failure, lightning or any other case of force majeure,
- Moving equipment not explicitly authorised by UBIKA
- Power supply does not comply with the technical specifications of the equipment,
- Alteration or modification of the Software or hardware not approved by UBIKA,
- Use not in accordance with the documentation provided under the Licence Agreement
- Failure to implement new versions and patches made available by UBIKA
- Failure to comply with the safeguard procedures described in article 6.

In addition, UBIKA will not provide assistance and maintenance in the following cases:

- An anomaly that UBIKA cannot reproduce on the current standard version;
- Requests for intervention on versions of the Software other than the latest version made available by UBIKA ;
- Hosting of the Software by a service provider not approved by UBIKA ;
- Breakdown due to Software not covered by this contract ;
- Changing all or part of the hardware or peripheral software, thereby rendering it incompatible with the Software;
- Installation on the hardware hosting the Software of programs that interfere or are likely to interfere with the operation of the Software and support services;
- Failure of the Customer's computer, peripherals or network preventing normal operation of the Software;
- Non-compliance with the Technical Environment defined by UBIKA.

5.   Customer obligations
The Client undertakes to provide UBIKA with the information it requires to carry out the services provided for in the Contract in a responsive manner and at reasonable intervals compatible with UBIKA's requests and, more generally, with all information and documents required for the performance of the Contract.

During the term of this Agreement, the Customer undertakes in particular to:

5.1 Notify   UBIKA immediately in writing, in order of priority, of any anomalies found;

5.2 to place the hardware and equipment used in connection with the execution of the Software in a geographical, physical and technical environment that complies with the regulations in force and any instructions and specifications from the manufacturers, particularly in terms of safety.

5.3 To provide UBIKA with the necessary means to enable it to perform the service, in particular, where applicable, remote access, email transfer, etc.

5.4 To give UBIKA the opportunity to interview one or more competent members of the Customer's staff who have experienced the difficulties in question.

5.   5Guarantee free remote access to the machine where the incident occurred, as well as the free availability of the machine time required to correct the said incident, during UBIKA's working days and hours.

5.6   Not to allow repairs or interventions of any kind whatsoever to be carried out on the equipment covered by the Maintenance by one of its employees, a third party or a technical service other than that of UBIKA without the prior written authorisation of UBIKA. Any external intervention will cause the Client to lose the benefit of the Maintenance cover.

In general, the Customer undertakes to respect and implement without delay all instructions given by UBIKA in the context of Maintenance and Support.

6.   Backup management

The Customer undertakes to make the necessary data back-ups and to store and archive said back-ups in a secure and protected environment.

In addition, the Customer undertakes to make additional back-ups before any handling when resolving Anomaly(ies).

7.   Duration

The term of the Contract is specified in the Application.

8.   Termination

If one of the Parties fails to fulfil one of its obligations under the Agreement without remedying the situation within a period of thirty (30) days from receipt of the registered letter notifying the breach in question, the other Party may terminate the Agreement ipso jure by registered letter on receipt, without any claim for damages, and, in the case of UBIKA, without prejudice to payments for products and/or services provided under the License Agreement.

In addition, in the event of non-payment of sums owed by the Client that are not explicitly justified to UBIKA, the latter may terminate the Contract by operation of law after having notified the Client thereof by registered letter with acknowledgement of receipt. This shall not prevent UBIKA from doing everything in its power to recover its debts, with all invoiced amounts remaining due.

Termination, or the end for any reason whatsoever, of this Contract does not give rise to the reimbursement of sums collected by UBIKA.

9.   Prices and financial terms

The Customer will pay UBIKA the annual fee defined in the Proposal. The Price is expressed in Euros, exclusive of tax and any charges. VAT will be applied at the rate in force on the day of invoicing.

Unless otherwise specified in the Proposal, invoices for the services defined in this Contract will be issued on a lump-sum basis and in a single instalment according to the maintenance term ordered, in arrears, for an amount defined in the Proposal, in compliance with the financial terms and conditions set out in the Proposal.

Invoices are due and payable within thirty (30) days of the invoice date. Unpaid amounts will bear interest at a rate equal to three times the French legal interest rate until full payment, it being understood that after thirty (30) days of non-payment, UBIKA may suspend performance of the Agreement. In addition, UBIKA is entitled to obtain from the Licensee, as a minimum, a fixed sum of 40 euros (or any other amount set by the applicable regulations), by way of compensation for recovery costs.

UBIKA shall have the right to revise the amount of the annual support and maintenance fee at each renewal by applying the new rate in force.

Where work is to be carried out by UBIKA which is not included in the services chosen by the Customer, UBIKA will submit a quotation to the Customer beforehand.

Any journey by UBIKA to the Customer's site in the context of Maintenance or Support is considered to be a service not included in the Contract within the meaning of this article, and must therefore be the subject of a separate quotation and invoicing.

If, at the express and written request of the Customer, and subject to the prior acceptance of UBIKA, UBIKA agrees to intervene outside the hours set out in the Contract and more particularly outside normal working hours or during public holidays, an estimate will be drawn up in advance by UBIKA.

10.   Suspension

UBIKA reserves the right to suspend support and maintenance services in the following cases:

- Non-payment of the annual fee by the Customer on time,
- Implementation and use of the Software by insufficiently skilled personnel,

This suspension does not affect the amount of the annual fee, which remains due for the entire current period.
The service will resume as soon as the cause of suspension has been removed, without extending the annual maintenance period.

11.   Intellectual property rights

11.   1 Upon delivery of the Updates, and provided that the Licensee has paid the maintenance fees, UBIKA grants the Licensee a personal, non-transferable and non-exclusive license to use the Updates and Documentation under the same terms and conditions as the License Agreement.

This right to use the Updates is granted solely for the Customer's internal operating needs and within the limits of acquired rights and for a period of twenty-five (25) years from the date on which they are made available.

During the term of the Agreement, the Client authorises UBIKA to verify that its use of the Software complies with the terms and conditions of the Agreement. The Client undertakes to allow UBIKA personnel in charge of such an audit access to the premises and equipment in which and with which the Software is used, and to cooperate in good faith with UBIKA within the framework of such an audit. Audits must take place during the Customer's working days and hours, and must not unreasonably disrupt the Licensee's activities. UBIKA will not carry out more than one audit per year. In the event that such an audit reveals breaches of the Agreement, UBIKA reserves the right to (i) invoice the Customer for the price of its current use of the Software and Documentation, (ii) the price of the audit; and/or (iii) terminate the Agreement.

11.2   Consequently, Updates must be used :

-    in accordance with the stipulations of this contract and the requirements contained in the Documentation;
-    for the Customer's personal and internal use only;
-    by qualified authorised personnel who have received appropriate training in the use of the Software in order to obtain the desired results.

Any use not authorised by the Customer under these terms and conditions is unlawful pursuant to the provisions of article L. 122-6 of the French Intellectual Property Code (law no. 94-361 of 10 May 1994).

11.3   Updates may include parts subject to separate terms of use (for example, any standard third party software, or open source software) which override the provisions set out in this section. UBIKA provides further information on these parts and their separate terms of use on https://documentation.ubikasec.com/display/ALLDOC/Legal+Notices. UBIKA reserves the right to introduce deviating or additional third party terms of use in the event of updates to the Software, additional third party components or modifications to third party components.

11.4   In the event that, and only for as long as, the Customer's Designated Server is not operational, the Customer may temporarily use the Updates on backup equipment provided that the Customer informs UBIKA thereof in advance and in writing. As soon as the Designated Server is operational again, the Customer must immediately inform UBIKA and the Updates must be destroyed from the backup equipment. In case the Client decides to permanently transfer the Updates from the Designated Server to another equipment, it shall inform UBIKA

in writing and destroy the Updates from the initial Designated Server. Under no circumstances will the Updates be transferred to third party equipment and/or Sites. The Client is not authorised to use the Updates with any other equipment.

11.5   Limits :

11.5.   1The Customer may not disassemble or decompile the Updates. If the Customer intends to do so on the basis of legal rights, it shall inform UBIKA in writing at least three (3) months in advance, so that UBIKA can provide the relevant information.

11.5.   2The Customer may make one copy of the Updates, solely for backup or archival purposes, provided however that all such copies of the Updates shall be considered as the Software, and shall be subject to the Agreement and shall contain the same proprietary notices, copyright and legends as initially provided by UBIKA. In all other cases the Updates may not be copied, reproduced or used, in whole or in part, without the prior written consent of UBIKA.

11.5.3 In accordance with the provisions of article L122-6-1, I of the French Intellectual Property Code, UBIKA reserves the exclusive right to correct any anomalies in the Updates.

11.6   By accepting this grant of the right to use the Updates, the Customer agrees not to undermine the legitimate interests of UBIKA.

Consequently, the Customer undertakes to refrain from any type of use not explicitly provided for by law or by this contract, and in particular :
- use the Updates or make a backup copy of them outside the conditions set out herein,
- correct or have corrected by a third party any anomalies in the Updates, without the prior written consent of UBIKA,
- lend, hire out, transfer or make available in any other way the Updates or Documentation, whether in return for payment or free of charge, by any means whatsoever, including via the Internet,
- distribute or market the Updates, whether in return for payment or free of charge, or use them for the training of third parties,
- decompile the Updates outside the conditions set out in article 9.5.1, and in particular for the purposes of designing, producing, distributing or marketing similar, equivalent or substitute Software,
- adapt, modify, transform or arrange the Updates, in particular with a view to creating derived or new functionalities of derived or entirely new software, except within the limits defined in the Documentation,
- transcribe or translate Updates into other languages, or modify them, even partially,
- circumvent the security measures or technical limitations of the Updates.

Compliance by the Customer with the above provisions constitutes for UBIKA an essential condition of this license.

11.7All   Intellectual Property Rights ("IPR") in the Updates remain the full and complete property for all purposes of UBIKA or the third party from whom UBIKA has acquired the license rights. All user manuals, manuals and other Documentation referring to the Updates and provided by UBIKA and/or the VAR are the property of UBIKA or third parties and may not be copied or disclosed to a third party without the express prior written consent of UBIKA. The

Customer does not acquire any IPR on the Updates, nor on the trademarks, service marks, words, symbols, or other marks used, adopted or acquired by UBIKA or by any third party owner, alone or in association with other words or names. Any rights not expressly granted by UBIKA under this Agreement, and in particular the right to correct errors and bugs, are reserved.

12. Liability

UBIKA is bound by an obligation of means.

It is the Customer's responsibility to make daily back-ups, and before any intervention by UBIKA in accordance with the practices of the profession.

UBIKA may not under any circumstances be held liable for any contamination by any virus infecting the Client's files, nor for any harmful consequences resulting from such contamination. It is the Client's responsibility to protect itself against such risks by making the necessary back-ups on a regular basis and before any intervention by UBIKA.

UBIKA may not be held liable in the event of careless application or non-application of the advice for use provided as part of the assistance or advice not emanating from UBIKA.

It is expressly agreed that UBIKA's liability towards the Client or third parties may under no circumstances be sought for any indirect damage such as damage caused by fire, operating losses, commercial prejudice, loss of clientele, loss of orders, any commercial disturbance whatsoever, loss of profit, damage to brand image, loss of data and/or files that may occur during the performance of services carried out under this Contract.

If UBIKA's liability is recognised under the terms of this Agreement by a final decision of a competent court, the compensation that may be claimed from it shall be expressly limited, all damages and interest taken together, for the twelve (12) month period in progress when the damage occurred, to seventy percent (70%) of the Price (excluding VAT) paid by the Customer under the Proposal.

The Parties expressly acknowledge and accept that the prices agreed in the Contract reflect the allocation of risk between the Parties and the resulting limitation of liability. They also acknowledge and accept that the amount of the cap negotiated and agreed between them under the terms of this article is not derisory and does not contradict the scope of the essential obligation undertaken by UBIKA under the Contract. The provisions of this article shall survive the expiry and termination of the Contract for any reason whatsoever for events giving rise to liability occurring during the term of the Contract.

13. Divisibility

If any provision of this Agreement is found to be invalid, the other provisions of this Agreement shall remain valid and continue to bind the Parties.

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in any other jurisdiction shall not be affected thereby.

14. Force majeure

UBIKA shall not be liable for the non-performance of its obligations where such non-performance is due to a case of Force Majeure. The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the case

law of the French Courts: blockage, disruption or congestion of telecommunications networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, as well as legal or regulatory changes to forms of marketing.

In the event of a Force Majeure event, the Contract will be suspended until the Force Majeure event disappears, is extinguished or ceases. However, if it is not possible to resume performance of the Contract within thirty (30) days of the occurrence of the Force Majeure event, the Parties will meet to discuss a modification to the Contract.

If discussions fail, the Contract will be terminated automatically, without compensation on either side, by the most diligent Party by registered letter with acknowledgement of receipt sent to the other Party.

15. Non-waiver

The fact that a Party has not required compliance with or performance of any of the provisions of the Contract shall in no way mean that this Party has waived the benefit of this provision, nor shall it affect the validity in whole or in part of this Contract or the right of the Parties to require performance of each of the provisions.

16. Transfer

Under no circumstances may the Contract be transferred in whole or in part, whether in return for payment or free of charge, by the Customer without the express prior written consent of UBIKA.

UBIKA may freely assign this Agreement to any company belonging to the UBIKA Group provided that the latter assumes vis-à-vis the Customer all the rights and obligations subscribed to by UBIKA in this Agreement. UBIKA will be released from its obligations on the date of assignment of the Contract.

17 Integrity - Commitment

This Agreement and its appendices constitute the entire agreement between the Parties and supersede any prior communication, representation or agreement, whether written or oral.

The Parties agree that the validation of the Special Terms and Conditions or the Proposal, the conclusion and renewal of the Contract, and the payment of the fees and/or invoices issued, signify that the Customer has read and accepted the general terms and conditions in force on the date of such validation, conclusion, renewal or payment. The Customer is hereby informed that these terms and conditions are accessible on the https://my.ubikasec.com/ website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Terms and Conditions from the https://my.ubikasec.com/ website are also available on the https://my.ubikasec.com/ website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.

It is understood that these general terms and conditions cancel and replace any general terms and conditions previously agreed between the Parties and having the same purpose and currently in force. They shall prevail over any unilateral document issued by one of the Parties, including the Customer's purchase order. Any specific conditions set out in the Special Terms and Conditions or in the Proposal duly signed by both Parties shall nevertheless apply.

18. Interpretation

This Agreement shall be interpreted and enforced in good faith and in equity.

19. Confidentiality

19.1 "Confidential Information" means the Agreement, the software code and reference tests for the Software, the Documentation, the pricing, UBIKA's methods and tools, the Software roadmap, financial information, data and any other information reasonably considered as confidential, unless (i) the receiving Party was already aware of it before it was received or already had free access to it; or (ii) the information is in the public domain: or (iii) the information must be communicated in accordance with a court order. The Parties undertake to keep the Confidential Information of the other Party secret and to use this information only for the purposes of performing the rights and obligations provided for in the Contract. The party to whom Confidential Information is communicated shall preserve its confidential nature with no less care than it takes to preserve its own Confidential Information, and may not communicate or disclose it to third parties, except with the prior written consent of the other party or to the extent that may be required by law. The parties agree to take all reasonable steps to ensure that Confidential Information is not disclosed to their employees or contractors in breach of this Agreement. The terms of this obligation shall apply for the duration of this agreement and for two (2) years following its termination.

19.2 Upon termination or expiry of the Agreement, all Confidential Information will be returned immediately to the disclosing Party and all copies will be destroyed.

20. Protection of personal data

The conditions applicable to personal data are defined in Appendix 1.

21. Court and applicable law

This Contract is governed by French law. Any dispute relating to the interpretation or performance of this Contract shall be brought before the Courts of Nanterre even in the event of plurality of defendants or third-party proceedings, even for emergency proceedings or conservatory proceedings, in summary proceedings or by petition.

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Appendix 1: Conditions relating to the processing of personal data applicable to Software installed on the Customer's premises and associated services

The Parties acknowledge that the Service Provider, in order to perform its obligations under the terms of this Agreement, will have access to and process personal data provided by the Customer as a subcontractor within the meaning of the regulations. The Customer undertakes to inform the Service Provider without delay of any changes in the services requested by the Customer which result or are likely to result in a change in the Service Provider's status under the regulations.

The purpose of this article is to define the conditions under which the Service Provider, a data processor, undertakes to carry out the personal data processing operations defined below on behalf of the Customer, the data controller.

In the context of their contractual relationship, the Parties undertake to comply with the legal and regulatory provisions in force and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the GDPR), which will be fully applicable to the Parties from 25 May 2018.

This appendix also defines the conditions under which the Service Provider, outside the scope of any service provision, may process the Customer's internal Data, in its capacity as Data Controller, for the purposes of managing the commercial relationship and in strict compliance with the provisions of the RGPD.

Article 1. Definitions

"Controller" means the natural or legal person who, alone or jointly with others, determines the purposes and means of the processing of personal data.

"Personal data" means any information relating to an identified or identifiable natural person (the Data Subject); an "identifiable natural person" is one who can be identified, directly or indirectly.

"Data subject" means the person to whom the data subject to Processing relates.

"Processing of personal data" or **"Processing"** means any operation or set of operations which may or may not be performed using automated processes and which are applied to personal data or sets of personal data.

"Sub-processor" means the natural or legal person, public authority, department or other body that processes Personal Data on behalf of the Controller.

Article 2. Description of the processing subject to subcontracting

The Service Provider is authorised to process on behalf of the Customer the personal data required to provide the deployment, training and support service(s) for its solutions. All services ordered are described in the Order Forms and/or Special Conditions approved by the Customer .

The nature of the operations carried out on the data is consultation, modification, deletion or destruction as well as blocking.

The purpose(s) of the processing are necessary for the provision of the services ordered as described in the Contract.

The personal data processed is that which is collected by the Customer and made available to the Service Provider for the duration of the processing to be carried out on the database for the purposes of providing deployment, training, assistance or any other service ordered in the Order Forms and/or Special Terms and Conditions approved by the Customer.

The categories of personal data concerned are those which are processed as part of the Software's functionalities and which are specified in the Documentation for the Software concerned.

If the Customer uses the services to process other personal data or categories of personal data or for processing or purposes other than those listed above, the Customer does so at its own risk and the Service Provider may not be held liable in the event of failure to comply with the regulations.

Article 3. Obligations of the Customer, Data Processor

The Customer undertakes to :
- To provide Data Subjects with information relating to the Data Processing operations it carries out, as soon as the Data is collected;
- Where the Processing is based on the Data Subject's consent, be able to demonstrate that the Data Subject has given his or her consent to the Processing of Data relating to him or her and has been informed of his or her right to withdraw it at any time;
- Supervise the Processing, including carrying out audits and inspections of the Service Provider;
- Provide the Service Provider with all documented instructions in writing relating to the Processing of Personal Data. The Parties agree that any request from the Customer that exceeds or modifies the processing instructions will be the subject of a separate quotation. Any instructions that are not documented in writing or that do not comply with regulations will not be taken into account.

The Software made available to the Customer by the Service Provider may contain free fields which are not intended to contain personal data and in particular sensitive data. As a result, the Customer undertakes to put in place all organisational and/or technical measures to ensure that its fields are used in accordance with the Regulations. Under no circumstances may the Service Provider be held liable in the event of non-compliant use of its fields.

Article 4. Obligations of the Service Provider and Sub-Contractor in Data Processing

The Service Provider undertakes to:
- Process personal data solely for the purposes and under the conditions agreed in this Contract in order to provide the services and fulfil its obligations under this Contract.
- Process data in accordance with the data controller's documented instructions. If the Service Provider considers that an instruction constitutes a breach of the regulations on the protection of personal data, it will immediately inform the controller. In addition, if the Service Provider is required to transfer data to a third country or to an international organisation under EU law or the law of the Member State to which it is subject, it will inform the Customer of this legal obligation prior to processing, unless the law concerned prohibits such information on important grounds of public interest.
- Guarantee the security and confidentiality of personal data processed under this Contract in accordance with the conditions described in the paragraph entitled "Implementation of technical and organisational security measures".
- Take account of the principles of data protection by design and data protection by default in its tools, products, applications and services

4.1 Compliance with instructions from the Customer, Data Controller
The Parties agree that the Customer, in its capacity as Data Controller, retains full responsibility for the Personal Data stored in the databases, of which it remains the full owner.

As part of the performance of the Contract, the Service Provider may be required to Process Personal Data on behalf of the Customer as part of maintenance, deployment or training operations on the Software.

4.2 Supporting the Customer in complying with its own obligations
In return for invoicing on the basis of time spent, the Service Provider will, as far as possible, :

- Assists the Customer in carrying out impact analyses relating to Data protection, where such analysis proves necessary;
- Also assists the Customer in carrying out prior consultation with the Data Protection Supervisory Authority;
- Provides the Customer with the documentation necessary to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the Data Controller or another auditor appointed by it, and to contribute to such audits.

4.3 Implementation of technical and organisational security measures

The Service Provider implements the technical and organisational measures necessary to process the Personal Data contained in the Customer's proprietary databases that it may be required to process as part of the maintenance, training or deployment services for the Software it markets.

In particular, the Service Provider undertakes to guarantee the confidentiality of the Data provided by the Customer to the Service Provider as part of the performance of the services:

-by allowing access or disclosure only to those persons (including its employees or, where applicable, sub-contractors or other service providers, including its own advisers) who can justify that it is necessary in view of their duties to have access or disclosure for the purposes of performing the Contract;
-by expressly including confidentiality clauses in the contracts between the Service Provider and its employees, subcontractors or other service providers, including its own advisers, which mirror the requirements of those set out in the Contract.

Article 5. Subcontracting

The Service Provider may call upon another sub-contractor to carry out specific Processing activities (such as hosting). In this case, the Service Provider shall inform the Customer in advance and in writing of any change envisaged concerning the addition or replacement of one or more sub-contractors. The Customer has a period of fifteen (15) days from the date of receipt of this information to present any objections. After this period, the Customer will be deemed to have accepted this modification.

The Service Provider shall ensure that subsequent subcontractors present the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures and comply with all of its obligations under the RGPD.

The Service Provider remains fully liable to the Customer for any processing carried out by the subsequent subcontractor in breach of its obligations hereunder.

Any refusal to add or replace a subcontractor must be justified in good faith by the Customer.

If the Customer refuses to add or replace a subcontractor, the Contract may be terminated by the Customer. Such termination shall in no event be deemed to be a termination for default by the Service Provider.

Article 6. Data subjects' right to information

It is the Customer's responsibility to provide information to the Data Subjects at the time the data is collected.

The Customer shall fully indemnify the Service Provider in the event that the latter is condemned for failure to comply with the regulations resulting from the Data Subjects' right to information.

Article 7. Notification of Personal Data breaches

The Service Provider shall notify the Customer of any security breach and/or Data leakage resulting in a breach of Personal Data as soon as possible after becoming aware of it, by means of a written e-mail sent to three of the Customer's employees.

This notification shall be accompanied by any useful documentation to enable the Customer, if necessary, to notify this breach to the competent supervisory authority, at the latest within seventy-two (72) hours of becoming aware of it.

Article 8 Register of categories of Processing activity

In accordance with Article 30$2 of the RGPD, the Service Provider shall keep a written record of all categories of Processing activities carried out on behalf of the Data Controller.

Article 9. Transfer of Data

The Service Provider undertakes not to allow access to, nor to carry out any transmission, extraction, communication, copy or other transfer, in whatever form, of Personal Data to a recipient located in a State outside the European Union, unless :

- The Customer has previously given his express written consent;
- the State in which the recipient is located, as well as any subsequent recipient, is recognised as ensuring an adequate level of protection within the meaning of the GDPR or, in the absence of such recognition, the transfer is governed by appropriate safeguards in the form of either standard contractual clauses for the protection of Personal Data duly validated by the European Commission or by a national protection authority of a Member State, or binding corporate rules duly approved by the competent national protection authority and ;

For the purposes set out above, the Customer accepts that the aforementioned Personal Data concerning him/her may be transferred by the Service Provider to its subsidiaries, all of which are located in the European Union, for the purposes of performing the Contract.

Article 10. Data Protection Officer

The Customer is hereby informed that the Service Provider has appointed a Data Protection Officer.

Any questions or requests relating to the protection of Personal Data should be sent by e-mail to the following address: dpo@ubikasec.com.

Article 11. Fate of Data

Once the assistance service in question has been completed, the Service Provider undertakes to destroy all Personal Data communicated to it by the Customer for the purposes of carrying out the service.

The return shall be accompanied by the destruction of all existing copies in the Service Provider's information systems. At the Customer's request, the Service Provider may provide written proof of destruction.

Article 12. Customer's internal data

Apart from any Service Provision, the Customer is hereby informed that its own internal Data may be processed by the Service Provider in its capacity as Data Controller, for the purposes of managing the relationship between the Customer and the Service Provider.

This Data consists of information such as the surname, first name, postal address, e-mail address and telephone numbers of the Customer's employees and is kept by the Service Provider for the entire duration of the Contract and for thirty-six (36) months following the end of the Contract.

Users' connection and identification Data are kept by the Service Provider for a maximum of twelve (12) months. Other Personal Data collected and processed by the Service Provider in order to comply with its legal obligations are retained in accordance with applicable law.

For the purposes set out above, the Customer accepts that the aforementioned Personal Data concerning the Customer may be transferred by the Service Provider to its subsidiaries, all of which are located in the European Union, for the purposes of performing the Contract.