



## WIMI – SERVICES TERMS OF USE

CLOUD SOLUTIONS offers, through the use of a software "Wimi," a collaborative work tool in SaaS mode dedicated to document sharing and project management. "Wimi" services, marketed by CLOUD SOLUTIONS provide access to a collaborative work platform. These services include the ability to create and manage secure collaborative workspaces, invite users to join the created workspace, to centralize, share and manage documents electronically, within the workspace, to manage tasks, to share calendars, to organize meetings, to communicate...

The use of these services, i.e. all of these products, software's, services and CLOUD SOLUTIONS's websites is to say of all products, software, services and website of the company CLOUD SOLUTIONS (collectively named "Services" in this document) is governed by the terms and conditions of a legal agreement between you and CLOUD SOLUTIONS. The present document describes the contents of the aforementioned contract and defines certain terms of this contract.

### 1. Acceptance

"Cloud Solution" means the company CLOUD SOLUTIONS SAS with a capital of 108,112 euros, which head office is located at 23 rue d'Anjou, 75008 Paris, registered with the Commercial Register of the Companies of Paris under the following number 528 893 522 and represented by its legal representative Mr. Antoine Duboscq.

When you adhere to this contract on behalf of a corporation, you certify that you have the authority to bind that person with these conditions, in which case the term "license", "client", "user", "You" or "your" will refer to the moral person or corporation.

You certify that you agree to respect CLOUD SOLUTIONS as part of a professional activity, and therefore acknowledge that the protective provisions applicable to contracts concluded with consumers and the provisions of Articles 1369-5 and 1369-4 of the Civil Code do not apply.

Unless otherwise specified in writing by CLOUD SOLUTIONS, the contract between you and CLOUD SOLUTIONS always includes at least the General Conditions (hereinafter "Terms") contained in this document.

You must agree to the Terms and Conditions before using the Services. You cannot use the Services if you do not agree.

To accept the Conditions, You may:

(A) click on the option to accept the Terms, where this option is available to you by CLOUD SOLUTIONS in the user interface using the service, or

(B) directly use the Services. In this case, You acknowledge and agree that CLOUD SOLUTIONS believes that your use of services implies acceptance of the latest Terms, or

(C) sign your initials at the signing of a subscription.

CLOUD SOLUTIONS may modify these Terms at any time by (i) posting a revised version of the Terms available through Wimi websites and / or (ii) by sending information regarding the change in conditions to the e-mail address you provided CLOUD SOLUTIONS. In any case, it is your responsibility to regularly check the Wimi websites.

No special or general conditions of purchase, other than a formally expressed and written acceptance from CLOUD SOLUTIONS, can prevail against these Terms nor complete these.

### 2. Definitions

"Customer" means the person or entity that registers and activates the Services provided by CLOUD SOLUTIONS through a free or paying subscription and is responsible for the use of these services and the subscription periodic fees if applicable.

"User" means a person who, following an invitation from the Customer registers a user account and gets accesses to the Services.

The accesses are exclusively allocated to that person and cannot be shared with other persons or any other entity.

"Guest" means a person EXTERNAL to your company or subsidiaries, or to your "organization": group of companies, consortium, Partner companies, franchise network... who, following an invitation from the Customer registers a user account and gets accesses to the Services. The accesses are exclusively allocated to that person and cannot be shared with other persons or any other entity.

For example, are considered as guests: customers, leads, suppliers.

The users with an email address using the same domain name than the email addresses used by internal users and users connecting regularly to Wimi from an IP address belonging to the Customer cannot be considered as "Guests".

Also, the number of Guests cannot exceed 5 times the number of Users unless previously agreed in written by CLOUD SOLUTIONS.

In case of violation of the Guest definition, CLOUD SOLUTIONS reserves the right in its sole discretion, to requalify retroactively as Users the Guests not respecting the conditions related to the Guest status.

"Wimi" means the collaborative workspace provided by online services.

"Workspace" means a workspace (in the collaborative workspace) assigned to a project or an activity in which the Customer may invite users.

"Wimi owner" means the user who manages the Collaborative Workspace and determines the privileges of each user.

"Services" means access to all products, software, services and CLOUD SOLUTIONS websites, including access to your workspace.

"Subscription Form" means the specific conditions of access for a Client Services in exchange for payment of a fee for a defined period.

"Content" means any data, information, image, file, sound, text, programs, software, code, or material of any nature that would be used, distributed, stored, transmitted, collected, processed or made available directly or indirectly through the Services.

### 3. Language of the terms

If CLOUD SOLUTIONS provides an English translation of the French version of the Terms and Conditions, You acknowledge that this translation is provided for informational purposes only and that it is the French version of the conditions that govern the contractual relationship between you and Cloud Solution.

If the French version of the Terms and Conditions contradict the English version, the French version takes precedence.

#### 4. Registration

To use the Services, You may be asked to complete and submit a registration form. As part of this registration process, You agree: (i) to provide current, complete and accurate information and (ii) maintain and update this information so that it is at all times up to date, complete and accurate.

You are not allowed to register for the Services if you are under the age of 18. By registering, you assure to CLOUD SOLUTIONS that you are aged of 18 or more.

If CLOUD SOLUTIONS discovers that some of your registration information is inaccurate, incomplete or outdated, or if SOLUTIONS CLOUD decides, in its sole discretion, that You are not subscribers or users of appropriate services, CLOUD SOLUTIONS may terminate all rights to access, receive, use and licensing related to the Services immediately and without notice.

You agree to be informed by email of new CLOUD SOLUTIONS services, SOLUTIONS CLOUD product launches, CLOUD SOLUTIONS announcements, changes in operating conditions or billing services.

#### 5. Services and Licensing

Subject to compliance with these Terms and Conditions as well as the subscription to be chosen, CLOUD SOLUTIONS hereby grants to its customers and users invited by them a right to the entire world, non-transferable, non-exclusive access and using the Services, this right cannot be sub-licensed unless previously agreed in written by CLOUD SOLUTIONS.

CLOUD SOLUTIONS is constantly innovating. You acknowledge and agree that the form and nature of services provided by CLOUDSOLUTIONS are subject to change without notice.

CLOUD SOLUTIONS is committed to take reasonable steps to make the Services available via the Internet, twenty-four hours a day, seven days a week. CLOUD SOLUTIONS will be entitled to take actions that affect the accessibility if deemed appropriate by CLOUD SOLUTIONS. CLOUD SOLUTIONS shall not be held responsible for any downtime related to your Internet connection or to network issues.

The Customer is entitled to provide users access to its space. The Client is aware and acknowledges that he is responsible for the clients to whom it has authorized access to the Services.

CLOUD SOLUTIONS is entitled to rely on subcontractors for the performance of obligations under this Agreement. CLOUD SOLUTIONS is responsible for the work and services of subcontractors under conditions identical to those for its own works and services.

#### 6. Conduct

You are solely responsible for your use of the Services, the contents of your computer including the content downloaded, transferred, published publicly, processed or entered in the Services, your account on your collaborative workspace, the collaborative management of your space, and any transmission when using the Services. However, CLOUD SOLUTIONS reserves the right in its sole discretion, to take any measures if deemed necessary or appropriate.

You agree that your Wimi is used in reasonable terms. For all subscription packages except for the "Enterprise" subscription package, Thus, the bandwidth used by your Wimi cannot exceed 1 GB / month or exceed the average bandwidth used by other Wimis (determined solely by CLOUD SOLUTIONS), the number of actions related to the use of your Wimi may not exceed 500/day or exceed significantly the average number of shares of other Wimi accounts (determined solely by CLOUD SOLUTIONS) and the number of users

simultaneously connected to your Wimi cannot exceed 30 or significantly exceed the average number of users connected simultaneously to other Wimi accounts (determined solely by CLOUD SOLUTIONS). The number of Wimi AirTime calls given through our Wimi account cannot exceed 250/month.

In the case of a use of your Wimi exceeding the thresholds defined above, CLOUD SOLUTIONS reserves the right to deactivate your account or restrict your bandwidth or offer a subscription package tailored for your needs specifically.

You agree to comply with the definition of the User and the Guest status as defined in this document.

You agree (i) not to attempt to gain unauthorized access to other computer systems or interfere with the use and enjoyment of another user of the Services (ii) to comply with the national laws governing the online services, not send, distribute, make available or transmit any software or other computer file containing a virus / harmful component, (iii) not to use the Services for illegal purposes, (iv) not to remove products, software, documents or websites used in connection with the Services, including legal notices, the disclaimers or the symbols of copyright or trademark, not to modify any logos that You do not own and You are not permitted (e) to change, (v) nor to interfere or disrupt networks connected to the Services, (vi) to infringe copyright, patent, trademark, trade secret or other proprietary of a third party, and (vii) to transmit any unlawful, confidential, without authorization, or harassing, defamatory, racist, indecent, abusive, violent, threatening, vulgar, obscene or other objectionable material of any kind whatsoever.

You agree not to reproduce, duplicate, copy, sell, trade or resell the Services for any purpose whatsoever.

You agree to be solely responsible (and acknowledge that CLOUD SOLUTIONS has no responsibility to you or any third party) for any breach of your obligations as defined by the conditions and consequences that such a breach may have (including loss or damage to SOLUTIONS CLOUD).

You agree to be responsible for all actions and non-actions of your employees and consultants, and anyone you invite into your workspace.

You warrant that the Content that you upload to or managed by the Services does not infringe the rights of others or violate in any way the legislation in force.

CLOUD SOLUTIONS may suspend access to the Services or immediately terminate this Agreement for failure to comply with these rules of good conduct.

The suspension of the accesses to the Services of the early termination of the Contract will not give rise to any reimbursement of fees paid in advance, nor any compensation.

#### 7. Passwords and Security

You must use your e-mail address for your user name and choose a password to access your account. You agree to carefully keep all your passwords and keep them confidential. You are solely responsible should You not maintain the confidentiality of Your passwords and account information.

Your password is encrypted. It is not available to CLOUD SOLUTIONS employees.

If you have forgotten your password, or it does not work, you can enter a new password by clicking on the "Password Forgotten" that appears on the home page of your Wimi.

Depending on the permissions set by the Account Manager of Your Wimi, you may not be able to see some parts of the Wimi, or not be able to update some information. You agree to respect the access rights that you have been allocated.

You are solely responsible for all activities taking place under your account. You agree to immediately notify CLOUD SOLUTIONS of any unauthorized use of Your account or any other known security breach. Access to password protected and / or secured sections is restricted to authorized users only. Unauthorized individuals attempting to use the Service may be subject to prosecution.

CLOUD SOLUTIONS cannot be held liable for losses / damages you may incur through the use of a third party using Your password, Your account, with or without your consent. However, if you are the account manager of your Wimi, you are liable for losses CLOUD SOLUTIONS or any other party may suffer as a result of such use.

CLOUD SOLUTIONS uses an encryption built into your browser to ensure the secure transfer of your information and documents when using the Services. In this regard CLOUD SOLUTIONS uses a Secure Socket Layer (SSL) with a security certificate.

## 8. Property

All content of web sites and computer programs, software, products, graphics or other interface elements associated with services provided by CLOUD SOLUTIONS is protected by intellectual property rights owned exclusively CLOUD SOLUTIONS. This content may not be reproduced, translated, transcribed, or modified in any form or by any means without the prior written consent of CLOUD SOLUTIONS. You may not copy, modify, distribute, publish, transmit or create derivative works of any part of this content.

Access to services and use of related products, is licensed, not sold. This is a right of use granted only under conditions determined by the subscription purchased, including the number of workspaces, the number of users, support and storage space defined underwritten by the subscription.

Licenses granted by the Terms & Conditions do not give you any right on the content of websites, computer programs, software, and products associated with Services provided by CLOUD SOLUTIONS, nor associated logos and other names, logos, icons and brands identifying CLOUD SOLUTIONS products and services that should not be used without prior written permission of CLOUD SOLUTIONS.

Any content that You upload, transfer, edit publicly, handle or type in the Services is your sole property if you are the legal owner. CLOUD SOLUTIONS has no liability for these elements. You warrant holding all required rights with respect to the content that you use through the Services.

## 9. Warranties

Although CLOUD SOLUTIONS takes all necessary precautions to provide accurate information with respect to its Services on its website, the information has no contractual value and CLOUD SOLUTIONS' responsibility cannot be engaged in any possible way.

You acknowledge that you have the sufficient skills giving you the means to assess the exact scope of services and features to adapt them to their intended use.

You warrant that you have provided all relevant information to CLOUD SOLUTIONS to allow normal use of the Services.

ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED BY CLOUD SOLUTIONS ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITTED FOR A PARTICULAR PURPOSE, OR SPECIFIC EXPECTATIONS, WARRANTIES RELATED TO THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED FROM USE OF THE SERVICES, OR THAT THE SERVICES BE UNINTERRUPTED, SECURE FULL, ERROR-FREE SOFTWARE, OR THAT DEFECTS AND FAILURES IN THE SERVICES MUST BE CORRECTED.

## 10. Limitations of damages and responsibilities

In the event of major flaws that seriously prevent use of the Services and that are solely attributable to CLOUD SOLUTIONS, CLOUD SOLUTIONS is committed to correct the defect without undue delay after the written notice (by letter) that will be addressed.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. CLOUD SOLUTIONS, IN NO EVENT, SHALL BE HELD LIABLE FOR CONSEQUENTIAL LOSS OF PROFITS OR ANTICIPATED SAVINGS, LOST REVENUES, LOST DATA, OR USE OF THIRD PARTY RELATING TO DEFECTS OR FAILURES IN SERVICES.

YOU CANNOT CLAIM A PAYMENT DISCOUNT, DAMAGES, OR OTHER PENALTIES FOR SERVICE INTERRUPTIONS OF LESS THAN TEN (10) CONSECUTIVE DAYS.

IN ANY EVENT CLOUD SOLUTIONS LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED VIOLATION OF THE CONTRACT, AND WILL NOT BE BROUGHT WITHIN THE PAST FORTY-FIVE (45) CALENDAR DAYS AFTER THE OCCURRENCE OF REASONS FOR COMPLAINT.

## 11. Subscriptions and Fees

The following provisions apply to you only if you are a Customer. If this is the case, in order to have access to the Services, except in the case of a free trial period granted by CLOUD SOLUTIONS, you will purchase a Subscription and you will pay a periodic fee in accordance with specific conditions (including price and duration) to be determined in agreement with CLOUD SOLUTIONS.

Access to Services and use of related products is a right granted only under conditions determined by the subscription purchased, including the number of Workspaces, the number of users, support and storage space defined by the subscription purchased that determines the characteristics of your Wimi.

The descriptions of the Services provided on the CLOUD SOLUTIONS website specify, for each plan, the duration of the subscription, the elements included in the plan and the type of use, personal or professional, permitted.

Regarding an online subscription, you acknowledge that you have had the opportunity to verify the details of your subscription and the total price, and to correct any mistakes before confirming it to express its acceptance. CLOUD SOLUTIONS will acknowledge receipt of the subscription once the Subscription Form is filled electronically.

*Free subscription.* A free subscription granted by CLOUD SOLUTIONS does not require the payment of subscription fees. Any free subscription lasts for 30 days and can be renewed or not for the same period at the sole discretion of CLOUD SOLUTIONS.

If you have subscribed to a specific plan including a free trial period, CLOUD SOLUTIONS will provide free use of the Services for such period from confirmation of your subscription if you subscribed online, or if not, from the signing of the subscription request.

After the free trial period, if You do not want to continue with a paying plan, CLOUD SOLUTIONS reserves the right to discontinue the services and to delete the data stored on your Wimi.

The total charges for the duration of subscriptions remains definitively acquired and / or due even in the event of termination of the subscription for any reason whatsoever except if Cloud Solutions SAS does not respect its contractual obligations and / or decide to discontinue the Services.

If you cancel the credit card provided to CLOUD SOLUTIONS or if the card is canceled, You must immediately provide CLOUD SOLUTIONS a new valid credit card number. If you do not provide CLOUD SOLUTIONS with a valid credit card number having sufficient funds, you would be in violation of these Terms.

If you change or close the bank account provided to CLOUD SOLUTIONS for direct debit, you must immediately provide CLOUD SOLUTIONS with

a new direct debit to your new bank account. If you do not provide SOLUTIONS CLOUD with a new debit authorization or if your account has not got sufficient funds, you would be in violation of these Terms.

CLOUD SOLUTIONS reserves the right to discontinue or modify any voucher, credit and special promotional offer at its sole discretion.

You can upgrade your subscription at any time. In case of change, billing will be prorated for the new subscription.

In the event that a settlement failure is indicated, the payment of the subscription for the entire period purchased in the subscription must be made to CLOUD SOLUTIONS wholly within thirty (30) days of the issue date of the invoice or of the initial request for payment. Interest, as a penalty, may be required under the law in effect for the current period beyond this period. CLOUD SOLUTIONS will be entitled to charge a fee for any payment reminder, and reserves the right to send reminder messages via email.

CLOUD SOLUTIONS may suspend access to services if the outstanding amount exceeds thirty (30) days. Without prejudice to any amount due, including the payment of royalties until the end of the period subscribed CLOUD SOLUTIONS may also immediately terminate this Agreement for failure to comply with these Terms, including whether delinquencies exceed a period of sixty (60) days.

Early termination of the Contract will not give rise to any reimbursement of fees paid in advance, nor any compensation.

## 12. Termination

CLOUD SOLUTIONS may, at its sole discretion, immediately terminate these Terms, the subscription to the right and license to use the Services if (i) You breach these terms without remedy within 8 days of a notice, (ii) CLOUD SOLUTIONS is unable to verify or authenticate any information you supplied to CLOUD SOLUTIONS (iii) such information is or becomes inaccurate, or (iv) CLOUD SOLUTIONS decides, in its sole discretion with a one month prior notice, to suspend the supply of Services. CLOUD SOLUTIONS shall not be liable to you or any third party for termination of the Service or its use.

Upon expiration or termination for any reason, you are no longer allowed to use the Services, you will not have access to data and other documents you have stored in connection with the Services and these may be removed by CLOUD SOLUTIONS.

Accordingly, you should ensure that you have backup copies required.

ALL THE DISCLAIMER OF LIABILITY LIMITATIONS OF WARRANTIES AND DAMAGES AND THE COMMITMENTS CONFIDENTIAL EXPRESSED IN TERMS (1) ARE ESSENTIAL TO THE AGREEMENT BETWEEN THE PARTIES AND (2) remains even in the event of termination EXPIRATION OR WITHDRAWAL OF THESE CONDITIONS.

## 13. Support, updates, backup

You understand that CLOUD SOLUTIONS can make updates of the Services at any time but is not required to notify you. You agree to accept any update of any kind made available on your subscription plan. Some updates may not be offered in your subscription plan.

Subject to the conditions, CLOUD SOLUTIONS will provide assistance by e-mail to the Customer by acting without undue delay. The Parties will communicate via e-mail addresses indicated in the subscription to the Services and the Wimi addresses indicated in the Wimi websites.

If the subscription offering underwritten in addition to this assistance by e-mail, telephone support or remote support, this assistance may not exceed the quota of hours defined by the subscription.

The help desk will be available only from 9 am to 18 pm on weekdays. Call / e-mail sent outside of these hours will be deemed to be sent the next working day.

For online assistance, CLOUD SOLUTIONS may, with your consent, be required to connect to your Wimi. In this case, CLOUD SOLUTIONS agrees to keep confidential all information it accesses.

If it is included in your subscription, CLOUD SOLUTIONS can give you the opportunity to make your own backup by means of tools at your disposal.

While CLOUD SOLUTIONS has backup devices to secure your data, CLOUD SOLUTIONS is not responsible for any loss or deformation of Contents exchanged electronically on the Services or by them. Backing up your content is your responsibility.

## 14. Compensation

You are responsible for maintaining the confidentiality of Your account and password(s). You are also responsible for all activities taking place under your account. For this, You agree to indemnify and protect CLOUD SOLUTIONS and its affiliates, against any liability, claim or expense in connection with any claim, complaint, action, suit or loss that would result from or be related to (a) a breach by you of these Conditions or complaints expressed about Your Account, (b) fraud or manipulation on your part (c) information, data, files or other content provided by you, or (d) any claim of fraud based on any credit card information you have disclosed. You agree to cooperate with Cloud Solution for defense in case of a request, complaint, action or proceeding. CLOUD SOLUTIONS reserves the right to assume the exclusive defense of any claim made by You.

## 15. Confidentiality

CLOUD SOLUTIONS and you agree to keep confidential information and documents concerning the other party of any kind, financial, technical, social or commercial, that could be accessed during the execution of the contract.

The previous stipulation does not preclude that CLOUD SOLUTIONS can make state in its advertising or commercial documents or commercial offers, for reference, all subscription packages purchased by mentioning the name, logo, the brand of the underwriter.

These obligations will survive any termination, expiration or cancellation of these Conditions.

You agree that the Content of your Wimis such as name, logo or URL of the Wimi is published on a public page "profile" or "directory". The ability to disable these publications may be proposed following the subscription chosen.

Unless authorized by You, CLOUD SOLUTIONS is not allowed to review the Content that you manage through the Services.

## 16. Privacy

CLOUD SOLUTIONS takes reasonable steps to protect your personal data, including the data that you provide when you want to use the Services. According to French law on personal data protection no. 78-17 of 6 January 1978, You have the right to access your personal data, rectification and correction or deletion of your data that would be inadequate, incomplete, misleading or obsolete, and the right to refuse processing of your personal data for legitimate reasons. To exercise these rights and gain access to data we have about you, please contact us at the address below:

**Cloud Solutions SAS**  
**23 rue d'Anjou**  
**75008 Paris, France**  
**contact@cloud-solutions.fr**  
**CNIL declaration no: 1485579 v 0**

## 17. Force majeure

A party may be released from all liability for damages and other penalties when the execution of a particular obligation is prevented or

rendered costly due to a force majeure as defined in the law and jurisprudence.

Where a party is prevented for a period exceeding one (1) month due to a force majeure, the other party shall be entitled to terminate the Agreement in writing without any compensation being due.

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#### **18. Transfer**

You acknowledge and agree that CLOUD SOLUTIONS, if CLOUD SOLUTIONS is acquired or its control is changed, reserves the right to transfer to any other company your rights and obligations with a one month prior notice.

You may not assign your rights and obligations under this Agreement without the prior written consent of CLOUD SOLUTIONS. In any event, you remain solely responsible for the enforcement of obligations under this Agreement, in case you fail assignee.

#### **19. Divers**

In the event that any provision of these Terms is deemed unlawful, void or unenforceable for any reason whatsoever, such provision shall be deemed not part of these Terms and shall not affect the validity or application of other provisions.

The failure of CLOUD SOLUTIONS to exercise all or part of a right does not preclude the subsequent exercise of such right. The waiver of any breach by CLOUD SOLUTIONS shall not be deemed a waiver of any subsequent breach.

You acknowledge and agree that CLOUD SOLUTIONS is in the market for remote access solutions and CLOUD SOLUTIONS can provide services identical or similar to yours, to third parties, including your competitors.

#### **20. Applicable law - Jurisdiction**

THESE TERMS AND CONDITIONS ARE SUBJECT TO FRENCH LAW.

ANY DISPUTE, ANY NATURE, INCLUDING ON THE INTERPRETATION, VALIDITY AND PERFORMANCE OF THESE TERMS AND ANY CONTRACT / ORDER PAST WITH CLOUD SOLUTIONS, EVEN IF WARRANTY CLAIMS OR MULTIPLE DEFENDANTS, BE THE EXCLUSIVE JURISDICTION OF THE COURT OF TRADE LOCATION OF REGISTERED OFFICE OF CLOUD SOLUTIONS.

#### **21. Communications and notifications**

CLOUD SOLUTIONS notices can be sent to the e-mail address you provide when registering to the Services or by any other means CLOUD SOLUTIONS determines in its sole discretion to your attention. All other notices you send to CLOUD SOLUTIONS relating to these Terms must be written and sent by registered mail.

Expressly agreed that any communication or notification by CLOUD SOLUTIONS will be deemed received and read by you within 5 days of shipment. It is your responsibility to update and check this email address. You will be solely responsible for the breach of your obligations in this regard.

#### **22. Insurance**

You certify that you take out insurance required (and keep in force) for all of the risks to your business and use of the Services, with a reputable insurance company, for all the financial consequences of your liability for any damage to CLOUD SOLUTIONS and / or any third party in connection with use of the Services, and where applicable, for any damage you may suffer in connection with the use of the Services.

## 1. Subject

This document aims to meet the requirements of GDPR as part of the relationship between our business and our clients. This document is only applicable in cases where we, at the request of our clients, process personal data on their behalf within the fixed conditions of GDPR. This document is considered a contractual addition which is imposed upon all parties and does not change the terms of the agreed contract. In the case of discrepancies between this document and the agreed contract, this supplementary document focuses on the sole question of data processing.

## 2. Définitions

The terms set between parties below have the following significance:

- "Personal data": refers to all information relating to an individual who is directly or indirectly identifiable by a login, name, identification number, location data, online identification, or any other specific element relating to their physical, physiological, genetic, psychological, economic, cultural or social identity.

- "Processing of personal data" refers to all operations or set of operations dealing with personal data processing, whatever process is used, whether it be collection, recording, organization, conservation, adaption or the modification, extraction, consultation, utilization, communication by transmission or by broadcast or any other form of available method, reconciliation or interconnection and the locking, erasure and destruction of data.

- "Violation of personal data": refers to the security violations, loss, destruction, alteration, unauthorized disclosure or unauthorized access to personal data that is transmitted, maintained or processed in a different way, whether it is accidental or illicit.

## 3. Classification of the different parties

Regarding GDPR and its correct application, you (our client) are considered the "person responsible for data processing" and we, (the provider) act as the subcontractor.

## 4. Identification of processing

The processes involved in identifying the processing of data that are covered in this document are declared by the client.

## 5. Client Obligations

You commit yourself to:

- Conforming to GDPR as the person responsible for data processing
- Providing us with all necessary, documented instructions for the efficient performance of our services
- Providing us with the contact details for your DPO (Data Protection Officer) or GDPR referent
- Notifying the relevant authorities of violations of data processing
- Adhering to your obligations regarding data protection
- If needed, providing us with the necessary information to maintain our data processing register
- Granting us all the necessary rights to allow us to process data.

## 6. Client instructions

We only process your personal data in accordance with the documented instructions which you send to us.

The documented instructions are sent to us in writing in any format. The intention of these instructions cannot be to change the product itself or the proposed service.

We are required by GDPR to inform you immediately, if, according to us, your instructions represent a violation of the current regulations or other provisions of the EU's law or French law relating to the protection of data.

## 7. Potential subcontracting

You allow us to use subcontractors. When the contract is agreed with the subcontractor, we guarantee you that the subcontractor themselves adheres to GDPR. In the cases where you wish to make a contract directly with the subcontractor, it is down to you to verify the adherence to GDPR.

## 8. Reinforced Confidentiality

We make our staff aware of the protection of personal data and ask them to respect, when suitable, a code of conduct.

## 9. Security Obligations

Each party puts in place necessary technical and organizational measures regarding the obligatory securing and protection of personal data.

In the case of violation of security, we put in place necessary measures and inform you of all the elements necessary to proceed, in cases of expiry, to notifications with the CNIL.

**Attention: You must ensure that all access codes and user profiles are configured correctly.**

## 10. Client Assistance

We assist in the implementation of the technical and organisational measures that are deemed necessary to satisfy the protection and security obligations of the processing of data, proposing solutions, services and techniques which we consider appropriate.

You remain the sole person responsible for the implementation of the propositions that we formulate for you.

## 11. CNIL Inspections

The parties are both aware of potential CNIL inspections and take the necessary measure to respond to the questions posed by this inspection authority.

## 12. Audit

You can audit our conformity once a year by addressing a question to us. We will respond to this as soon as possible. We are exempt from auditing for all services that possess a CNIL certificate or label.

## 13. End of subscription

Once your subscription has ended, the personal data is processed in a way which conforms to our policy on the protection of personal data.

#### **14. Responsibility**

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In adherence with article 82 of the GDPR, our responsibility as subcontractors is limited in the following cases:

- If we do not adhere to the obligations set out in the GDPR which are specifically incumbent on us as subcontractors or;
- We act outside of your documented instructions
- We act on the contrary to your written instructions

In all cases, compensation for any damage comes as part of our service contract.

#### **15. Revision**

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In the case of regulatory developments or CNIL recommendations we reserve the right to modify this supplementary document. You will be notified of any changes before they are introduced.

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