

## 1. MAIN OBLIGATIONS AND GUARANTEES

- 1.1. The Service Provider shall use the best possible means to fulfil its obligations in accordance with the Contract. The Service Provider executes its obligations under an obligation of means. As such, it undertakes to take all reasonable measures to ensure continuity of access to the Service, without prejudice to the specifications below.
  - 1.1.1. The Service Provider ensures the corrective maintenance of the Service. Access to or use of the Service may be interrupted for scheduled maintenance interventions. For a scheduled intervention, the Client's administrator shall be informed one week in advance by email or any available means if the intervention will take place during working hours and days.
  - 1.1.2. If interventions take place on holidays or weekends, or between 8 p.m. and 7 a.m., no message will be sent.
  - 1.1.3. Access to or use of the Service may also be suspended due to issues related to hosting or the operation of the Website itself. The Service Provider agrees, in this event, to implement, during working days and hours as defined in the Proposal, all necessary efforts to resolve the incident as soon as possible or to ask its service provider to do so.
  - 1.1.4. The Service Provider cannot be held liable for any consequences for the Client of such unavailability.
  - 1.1.5. The Service Provider cannot be held liable if the Client cannot access the Service or use it in a satisfactory manner due to an event that is not under the Service Provider's control, such as:
    - errors that the Client or a User may commit in managing or using the Service;
    - difficulty accessing or operating the telecommunications networks;
    - any malfunctions of the Client's or a User's equipment.

Unless stipulated by public policy, the Service Provider excludes any guarantee not expressly granted by the latter herein.

- 1.2. The Service Provider implements a technical environment in which the Client's Data is saved, which is subject to the electronic, physical and organizational security measures described in the Special Conditions.

The Client declares that these measures are suitable in light of the nature of the use that he intends to make of the Service and the nature of the Data concerned, and acknowledges that

the Service Provider cannot be held responsible for any damages that may result from unauthorized intrusion.

- 1.3. The Service Provider may modify or upgrade the Service as it sees fit, particularly to improve its operation.
- 1.4. The Client agrees to respect its obligations under the Contract. The Client undertakes in particular to:
  - 1.4.1. Ensure the adequacy of the Service, as described in the Proposal, for its needs;
  - 1.4.2. Comply with the prerequisites defined in the Contract;
  - 1.4.3. Use the Service in a manner that strictly corresponds to the use thereof which is provided for herein and respect the limits of the rights granted to it with regard to the Service;
  - 1.4.4. Actively and continuously collaborate, including a general obligation to provide information;
  - 1.4.5. Pay the Service Provider the agreed-upon prices according to the terms and time frames stipulated in the Contract;
  - 1.4.6. Be solely responsible for its use of the Service. In particular, the Client is solely responsible for the data it adds to the Service and for the use of this data;
  - 1.4.7. To maintain the scanner in the conditions defined by the Service Provider in its user manual;
  - 1.4.8. To ensure that Users accept and comply with the terms of the Contract.
- 1.5. The Service Provider may analyse the Client's use of the Service. The Client guarantees that it will provide all reasonable assistance to verify the compliance of the use with these Terms and Conditions.

## 2. DURATION

- 2.1. The Contract begins on the Commissioning Date for a duration of 3 (three) years. It is renewed by tacit agreement for identical durations, unless a notice of non-renewal is sent by one of the Parties to the other three (3) months prior to the relevant deadline.

## 3. IMPLEMENTATION AND ACCESS TO THE SERVICES

- 3.1. Contractual and technical requirements  
Access to the Service requires the Client to implement the actions described in the Proposal, and in particular to:
  - Install the Software in accordance with its documentation and the instructions given online by the Service Provider,
  - Install the Scanner in accordance with its documentation,
  - Use a minimum configuration that meets the specifications described in the Proposal.

The Client acknowledges that it has the necessary skills and resources to install and use the Service.

The Client shall bear all connection, telecommunications and equipment costs

related to access to the internet, access to the Service and the use thereof.

### 3.2. Delivery and receipt of the Scanner

The Scanner is delivered by the Service Provider and remains the Service Provider's property. The risks related to the Scanner are transferred to the Client upon the latter's signature of the delivery slip or, if no such slip is signed, upon the physical acceptance of the Scanner by the Client.

It is the Client's responsibility, in the event of damage or missing parts, to make any necessary comments on the transportation documents and confirm its reservations by registered letter with acknowledgement of receipt sent to the carrier within three (3) days following receipt of the products. Without prejudice to the foregoing provisions, the Service Provider must inform the Service Provider, by registered letter with acknowledgement of receipt and within the same time frame, of any difficulties encountered during the delivery.

### 3.3. Creation of an Account

Users access the Service through a login/password pair (the "credentials") supplied by the Service Provider. Credentials are personal and must be kept strictly confidential by the User. Access to the Service using these credentials shall be deemed to have been made on behalf of the Client and under the Client's responsibility.

The User is responsible for ensuring that his credentials remain confidential. He is responsible for implementing the necessary precautions and security measures to ensure the protection of his credentials.

The User must immediately take all appropriate measures in the event of the disclosure of his credentials and/or any fraudulent use thereof. In particular, he must immediately change his password.

The Client is responsible for communicating to Users the conditions of access to and use of the Service. The management of access rights, and in particular the attribution and management of credentials, as well as their use by Users, are and remain the sole responsibility of the Client.

## 4. EXCLUSIONS

The prices indicated in the Contract do not cover:

- Consulting services;
- Any physical intervention operations on the Client's site;
- The adaptation of Software to meet a specific need;
- Service provisions resulting from:

. negligence, lack of maintenance or failure to respect the technical prerequisites, documentation or information accessible online;

. modifications made by the Client or a third party to a Software, including configuration, or to a Scanner;

. use of a Software or Scanner that does not comply with the Documentation and/or the use for which the Software or Scanner was designed;

. the use of spare parts or consumables other than those supplied by the Service Provider;

. natural disasters, damage caused by fire, water, lightning, electrical damage, impacts or accidents or, more generally, any damage not directly attributable to the operation of the Scanner or Software;

. cases in which the cause of the damage to the Software or Scanner is outside the Service Provider's control, such as defective construction work, unsuitable soil, chemical, environmental, atmospheric, electrical or other influences, poor-quality hook-ups or facilities or environment outside the thresholds of tolerance (non-compliant power supply, lightning, humidity, etc.);

. incidents resulting from the Scanner being moved without the Service Provider's authorization and outside the latter's control;

. operation, malfunction or use difficulties relating to software or hardware other than a Software or Scanner.

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If one of the service provisions mentioned above is nevertheless carried out by the Service Provider, or if an intervention, service provision or repair by the Service Provider arises from one of the circumstances mentioned above, it shall be billed at the Service Provider's rate in force on the date of completion of the service provision.

Similarly, all service provisions other than those described in the Proposal and in the Special Terms and Conditions are excluded from the price stipulated in the Contract.

This includes any assistance requested by the Client in the context of audits, controls or other measures to ensure compliance with the personal data protection regulations.

## 5. COMPLIANCE AND AUDIT

5.1. Each party undertakes, in accordance with the conditions or use of the services (as the case may be), to comply with all legislation, regulations and other rules having equivalent effect that are applicable to that party.

In addition to the general obligations stipulated in clause 6, each of the parties agrees to comply with all legislative and regulatory provisions in force and their respective obligations relating to the protection of personal data, including the provisions of Law no. 78-17 of 6 January 1978, as amended, relating to Information Technology, Files and Liberties, and European Regulation 2016/679 of 27 April 2016 on data protection, when it enters into force.

Pursuant to the legal provisions relating to the protection of personal data, the Client's staff concerned hereby, and more generally the Users, have a right to query, access, correct and oppose for legitimate reasons in relation to all personal data concerning them – which rights can be exercised by email addressed to DataProtection@Orone.com, accompanied by

a copy of the identity document of the person concerned.

The document Personal Data Protection Annex, attached hereto, defines the conditions under which the Service Provider carries out, on behalf of the Client, the personal data processing operations inherent to the subject of the Contract and/or necessary in the context of the execution of the Service.

5.2. If, due to any changes to legislation, regulations, code or other rule having equivalent effect (including any reasonable interpretation thereof), the Service Provider reasonably believes that it is no longer desirable or commercially viable to continue to provide the services under the Contract, the Service Provider may take the following measures, providing three months' notice to the Client:

5.2.1. Modify the services concerned according to its needs, in order to adapt to the modifications or compensate for unavailability; or

5.2.2. Automatically terminate the Contract (without liability on its part) with respect to the services concerned by these modifications or unavailabilities, subject to refunding the Client for the price of the subscription paid in advance in proportion to the subscription period already paid and the period remaining.

## 6. CONFIDENTIALITY

Each of the Parties agrees to not disclose to any third parties, without the prior written agreement of the other Party, the Confidential Information of the other Party for the full duration of the Contract and for five (5) years following the expiry or termination of the Contract for any reason. The Parties declare and warrant that they will enforce this obligation by their staff and any subcontractors involved in executing the Contract.

By "Confidential Information", the Parties mean any information identified as such by affixing the statement "confidential", as well as that which is confidential for a Party given its nature, particularly that related to its business, finances, the technologies it uses, its trade secrets, its prices, its methods, expertise, products, documents, equipment, software and tools.

The following will not be considered as Confidential Information:

- Information that is or becomes a part of the public domain without this being attributable to the receiving Party;
- That was known by the receiving Party prior to its disclosure, provided that: (i) the receiving Party demonstrates this using suitable documents; (ii) it was not obtained directly or indirectly from the other Party; (iii) neither the receiving Party

nor any third party has breached an obligation of confidentiality or committed other misconduct;

- Information which is shared with the receiving Party by a third party without breach of an obligation of confidentiality and without other misconduct;
- Information which is developed independently by the receiving Party, without use of the Confidential Information of the other Party;
- Information whose disclosure is required by law, regulation or court decision.

Each of the Parties shall take all reasonable precautions to protect the Confidential Information of the other Party, taking at least the same level of precautions as it uses to ensure the confidentiality of its own Confidential Information.

## 7. PROPRIETARY RIGHTS

### 7.1. Data Ownership

The Client is and remains the sole owner of the Data.

The Client grants the Service Provider sufficient rights to the Data so that it can process the Data in the strict context of the requirements of the Service. In particular, the Client grants the Service Provider a non-transferable, non-exclusive, worldwide right to use the Data.

The Client assumes full responsibility for all of the Data and, as such, undertakes to compensate the Service Provider for any compensation or costs that the latter may incur due to a claim or action brought by a third party as a result of the execution of the Service.

### 7.2. Intellectual Property

The Service Provider is and remains the owner of all rights to the Service and Software, including the documentation and the various elements enabling it to operate the Service and Software. In addition, the Service Provider is and remains the owner of all property rights to any elements provided to the Client by the Service Provider under the Contract.

Under these Terms and Conditions, and subject to the full payment by the Client of the amounts owed to the Service Provider, the Client will be granted, for the duration of the Contract, a non-exclusive, personal right to access the Service within the scope of the latter's personal needs.

The Client shall refrain from any other use thereof, and in particular from reproducing any element of the Service, by any means, in any form and in any format.

The Service Provider grants the Client a non-exclusive, non-transferable and non-assignable right to the Software. This right is granted for the duration of use of the Service by the Client.

The Software may only be used under the conditions specified in the Contract, and in compliance with the scope of the licenses

granted to the Client. In particular, the Software must only be used for the number of workstations and/or users and/or sites identified in the Proposal and/or in the Special Conditions, as well as in compliance with the other use restrictions or authorizations identified in the Contract. Any breach of this obligation by the Client constitutes an offense subject to criminal prosecution.

The use right is exclusively granted for the Client's internal needs, and exclusively to enable the latter to enjoy the Service. The Software must not be used for other purposes than that described above, nor by any third party.

The Client agrees to maintain on all copies, even partial copies, of the Software, all proprietary notices and trademarks or distinctive signs that may appear.

The Client acknowledges that the Service Provider may monitor, whether remotely or by any other means, compliance with the conditions and restrictions of use.

All rights not expressly granted to the Client are prohibited. The Client shall therefore refrain from:

- Reproducing all or part of the Service or Software (except to make a back-up copy) in any form or format;
- Modifying or interfering with the Service or Software, including for the purpose of correcting anomalies that may affect the operation of the Software, to the extent that the right to correct these anomalies is reserved solely for the Supplier;
- Modifying, altering, deactivating or deleting in any way the "key"-type protection systems installed in the Service and Software;
- Using the Service or Software to process or authorize the processing of third party data or using it to supply services on behalf of third parties, including the companies of the group to which the Client belongs, in any form, particularly in office mode, ASP or SAAS;
- Distributing, commercializing or making available, in any way, whether for free or for a fee, all or part of the Service or Software, notwithstanding the Client's right to grant access to it for the benefit of the Users in the context defined herein.

### 7.3. Ownership of the Scanner

The Scanner remains the property of the Service Provider. The transfer of risks, on the other hand, shall take place upon delivery of the Scanner, in accordance with the provisions of the clause "Delivery and receipt of the Scanner." The Client undertakes to not delete, obscure or alter in any way the proprietary notices appearing on the Scanner.

## 8. LIMITS OF LIABILITY

The Client shall assume responsibility for the suitability of the choice of the Service for its actual needs, the implementation and exploitation of its computer system, and the qualifications and competency of its staff.

The Service Provider cannot be held liable for the quality of the Client's internet connection. During transmission by means of

telecommunication or by any other means, the Service Provider cannot be held liable in the event of alteration of information or data during the transmission.

The Service Provider can only be held liable in the event of a breach by the Service Provider, proven by the Client, of the former's contractual obligations under the Contract. The Service Provider shall only be responsible for damage resulting from faults that are directly and exclusively attributable to it.

As such, it is reminded that the Data, as well as generally the content integrated or processed via the Service by the Client or a User, is the sole responsibility of the Client. Any use of the Service, as well as any use of the results of processing carried out via the Service is performed under the authority and responsibility of the Client.

The Parties agree that the total liability of the Service Provider under the Contract may not be engaged, for all operative events and all damages, throughout the duration of the Contract, beyond an amount corresponding to one hundred percent (100%) of the amount paid by the Client to the Service Provider in the year preceding the operative event resulting in the main damage. This amount includes any harm suffered by the Client due to a failure or non-compliance, attributable to the Service Provider, with regard to the applicable personal data protection regulations.

The Service Provider shall not incur any liability for indirect damages. In addition, the Service Provider may in no event be held liable for any loss of production, loss of business, revenue, expected profit or clientele, harm caused to third parties to the Contract, interruption of a service rendered by a person or property, damage to the image or reputation of the Client. The corresponding damages will not be compensable by the Service Provider, even if the latter has been informed of the possibility of such damages.

The Parties acknowledge that the Service Provider, in executing its contractual obligations, shall not assume nor be exposed to the risks associated with the Client's activity. Consequently, the Client shall indemnify the Service Provider in the event of a third party action or claim filed against the Service Provider in relation to the Client's activity, including in the case of actions arising from use of the Service.

This clause is applicable regardless of the legal basis of the request, including if it is based on negligence, misrepresentation or breach of contract.

No notice of claim may be made by the Client against the Service Provider more than one year after the date on which the grounds for the claim were discovered or should have been discovered.

The Client warrants that its insurers waive all recourse against the Service Provider or its insurers beyond the limits and for the exclusions set out above.

The Client further undertakes to make every effort to minimize the damage suffered. The provisions of this clause shall survive the expiry or the termination of the Contract for any reason.

9. **TERMINATION.**

9.1. Consequences of termination

9.1.1. Consequences for the Service and Software

In the event of termination of the Contract, whatever its cause or origin, the Client shall pay the Service Provider the price of the Service provided by the Service Provider, as well as the price of any service provisions carried out by the Service Provider, up to the effective date of termination if these amounts have not yet been paid. The amounts paid to the Service Provider shall remain the latter's property.

In the event of termination due to a breach by the Service Provider, the Client will nevertheless be entitled to request a partial refund of the amount of the Service, on a pro rata basis for the remaining time until the end of the current contractual period.

The Client must cease, at the latest on the effective end date of the Contract, all use of the Service and return the Software to the Service Provider (including any back-up copies that have been made).

At the end of the Contract, whatever the cause, the Client undertakes to:

- (i) stop using or letting its staff or agents use the Service and Software;
- (ii) pay the Service Provider the full amount remaining due, no later than the effective date of termination, all amounts becoming immediately due.

9.1.2. Consequences for the Scanner

The Scanner must be returned and shipped by carrier at the Client's expense to the address provided by the Service Provider within a maximum of 3 days from the end of the Contract.

9.1.3. If the Scanner is not returned within this time frame, or if the Scanner is returned in a damaged state, the Client will be required to pay the Service Provider the amount of 300 euros excl. tax.

9.1.4. Consequences for the Data

At the end of the Contract, whatever the cause, the Remaining Data shall be deleted by the Service Provider within a maximum of six (6) months from the end of the Contract.

9.2. If the Client wishes to receive a copy of the Remaining Data or to benefit from a consultation or transfer service for the Remaining Data, the Client must request this to the Service Provider in writing prior to the end of the Contract. The Service Provider will provide the Client with a proposal and, if the Parties agree on the terms of performance of this service, they will formalize their agreement under a separate contract.

10. **FORCE MAJEURE**

Neither Party shall be held responsible for the other in the event of non-execution or a delay in execution of an obligation under the Contract, following the occurrence of a force majeure event normally recognized by the jurisprudence of the French Courts.

The following are expressly considered to be force majeure events, without this list being exhaustive: total and partial strikes, whether internal or external to the companies, lock-outs, riots, wars or attacks, epidemics, bird flu outbreaks, blockage of the means of transportation or supply, fires, governmental or legal restrictions, generalized national or international breakdowns of telecommunications, natural disasters, large-scale floods.

The Party affected by a force majeure event must inform the other Party as soon as possible by any means at its disposal.

Force majeure events suspend the Parties' obligations for the full duration of their existence. However, if the force majeure event persists for more than thirty (30) consecutive calendar days, the Contract may be terminated automatically by one of the Parties, fifteen (15) days after the sending of a registered letter with acknowledgement of receipt.

11. **ASSIGNMENT AND SUBCONTRACTING**

11.1. The Service Provider may assign all or part of the rights and obligations arising from the Contract to an entity of the group to which it belongs, as defined by the Commercial Code, provided that it informs the other Party of this as soon as possible. Full or partial assignment to any other party is prohibited without the prior express agreement of the other Party.

11.2. The Service Provider reserves the right to subcontract all or part of the service provisions to a third party. As such, the Service Provider may communicate to its subcontractors all of the required information and elements, notwithstanding the terms of the "Confidentiality" clause hereof.

Notwithstanding the above, the Service Provider is and remains solely responsible for the proper fulfilment by its subcontractors of their obligations.

12. **DEFINITIONS**

In the Contract, the following terms and expressions shall be understood as follows:

**"Contract":** refers to the contractual unit composed of the documents listed on the signature sheet, and in particular this document, the Special Conditions and the Proposal.

**"Documentation":** refers to the user documentation for the Scanner and for the Software, accessible online.

**"Data":** refers to the information, data and other elements added by the Client or by a User for processing via the Service.

**"Remaining Data":** refers to the Data kept in the Service Provider's system at any given time. In this context, it is reminded, in accordance with the Proposal, that the Service Provider shall only keep the data for one year from the date on which they are added by the Client or a User, for the sole purposes of the Service.

**"Software":** refers to the Wecheck scanning, video encoding and image archiving application, which also allows control of the Scanner, as more specifically described in the Commercial Proposal.

**"Proposal":** refers to the latest version of the proposal sent by the Service Provider to the Client prior to the signing of the Contract.

**"Scanner":** refers to the Scanner model identified in the Proposal.

**"Service":** refers to the service, as described in the Special Conditions and in the Proposal, including all means used to supply this service.

**"User":** refers to a natural person authorized by the Client to access the Service, under the Client's control and responsibility.