GENERAL CONDITIONS OF HOSTING

The following terms and conditions apply for all services hosted by SPI Software's chosen partner. For the purpose of simplification, SPI Software and its partner are hereinafter jointly referred to as [the host]. These conditions transcribe the commitments of the technical partner offering the hosting solution, through SPI Software. SPI Software will inform the customer of the contact details of the partner, and will communicate to the customer technical file presenting the configuration of its hosted services.

1. OBJECT

This contract aims to define the hosting conditions of a client server (physical or virtual) and / or a service hosted in the data center of the host.

The Customer acknowledges having verified the adequacy of the Service according to his needs and having received from the host all the information and advice he needed to subscribe to this commitment knowingly.

The purpose of this contract is to define the technical and financial conditions in which the host is committed with the Customer.

These general conditions of service may be supplemented if necessary by special conditions and / or annexes proposed by the host.

The use by the Customer of SPI Software Hosted Solutions necessarily implies the acceptance of these conditions. Any changes to these conditions will be binding on the customer as soon as they are communicated by any means whatsoever.

2. OBLIGATIONS OF THE HOST

The host undertakes to provide all the care and diligence necessary to provide a Quality Service in accordance with the practices of the profession and the state of the art. The host, shall be subject to an obligation of means and shall not be held liable for any direct or indirect prejudice resulting from information that is poorly used and/or that may prove to be inaccurate or incomplete.

3. RESPONSIBILITY OF THE HOST

The host (provider) agrees to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (GDPR). As such, the provider acts as a subcontractor and may potentially have access to personal data. He undertakes to treat such personal data only within the framework of a strict purpose of accommodation provided for with the terms of this contract. In accordance with Article 28.3 of the Regulation, it should be noted that the customer, responsible for processing, assumes responsibility for the processing of personal data and that it has the rights, in particular defined per Article 28 of the aforementioned Regulation.

The host may not be held responsible for the content of information, sound, text, images, form elements, data accessible on the Customer Service, transmitted or put online by the Customer and for any reason whatsoever.

The host cannot be held responsible to the Client for the introduction of a computer virus on the Customer Service.

The hosting company cannot be held responsible for a fault resulting from misuse of the Service by the Customer.

4. CASE OF FORCE MAJEURE

The responsibility of the host will not be engaged in case of force majeure:

• If the execution of the contract, or any obligation incumbent on the host under the present, is prevented, limited or disturbed by fire, explosion, failure of transmission networks, collapse of

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facilities, epidemic, tremor land, flood, power failure, war, embargo, law, injunction, demand or requirement of any government, strike, boycott withdrawal of authorization from the telecommunication operator, or other circumstance beyond the reasonable control of the host ("Case of Force Majeure"), then the host, subject to a prompt notification to the Customer, shall be exempted from the performance of its obligations within the limits of this impediment, limitation or inconvenience, and the Customer will be in the same manner exempted from the performance of its obligations to the extent that their obligations are related to the performance thus prevented, limited or disturbed, provided that the Customer shall make best efforts to avoid or remedy such causes of non-performance and that both parties shall proceed promptly when such causes have ceased or been terminated. The party affected by a Force Majeure Event shall keep the other party regularly informed by e-mail of the predictions for the suppression or restoration of this Force Majeure Event.

• If the effects of a Force Majeure Event have a duration greater than 30 days, from the notification of the force majeure to the other party, the contract may be terminated automatically at the request of either party, without entitlement to compensation on either side.

Specific examples of negligence on the part of the Customer are :

• deterioration of the application,

• Misuse of the terminals by the Customer or by its Clientele, fault, negligence, omission or failure on the part of the Customer, failure to comply with the advice given,

• unlawful disclosure or use of the password given confidentially to the Customer,

• fault, negligence or omission of a third party over which the host has no power of control or supervision,

• request for temporary or permanent interruption of the Service by a competent administrative or judicial authority, or notification of a third party within the meaning of Article 6 of the Law for Confidence in the Digital Economy

• partial or total destruction of the information transmitted or stored as a result of errors attributable directly or indirectly to the Customer.

The repairs due by the host in the event of a failure of the Service resulting from a fault established against it will correspond to the direct, personal and certain damage related to the failure in question, to the express exclusion of any indirect damage such as, in particular, commercial prejudice, loss of orders, branding, commercial unrest, loss of profits or Customers (for example, improper disclosure of confidential information about them as a result of a defect or system one-third against the Customer, etc.).

In any case, the amount of damages that could be charged to the host, if his liability was incurred and proven, will be limited to the total amount of all sums actually paid by the Customer to the host for the period considered or billed to the Client by the host or the amount of the sums corresponding to the price of the service, for the part of the Service for which the hosting provider's responsibility has been retained. The smallest amount of these amounts will be taken into consideration.

5. OBLIGATIONS AND RESPONSIBILITY OF THE CLIENT

The Customer undertakes to have the power, authority and capacity necessary to conclude and perform the obligations provided herein.

The Customer is the full and exclusive owner of the passwords necessary to use his Service. The host disclaims any liability for any illegal or fraudulent use of passwords made available to the Customer. The provision of passwords is considered confidential. Any suspicion of a disclosure, intentional or not, of the passwords provided, engages the sole responsibility of the Customer to the exclusion of that of the host.

The Customer will bear the consequences of the malfunction of the service consecutive to any use, by the members of his staff or by any person to whom the Customer has provided his (or her) password (s). Likewise, the Customer alone bears the consequences of the loss of the password (s) mentioned above.

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The Customer undertakes to comply with all applicable legal and regulatory requirements, particularly those relating to computers, files, liberties and intellectual property, as well as the rights of third parties, and undertakes to make any declaration of the treatments with the National Commission of Computing and Freedoms (CNIL). The Customer undertakes to take all necessary insurance from a notoriously solvent body to cover all the damages that would be attributable to it in the context of this contract or its execution.

The Customer declares to fully accept all legal obligations arising from the ownership of its services, the host can not be sought or worried in this regard for any reason whatsoever, especially in case of violation of laws or regulations applicable to Customer services. Non-compliance by the Customer with the points mentioned above and the points referred to in the special conditions, and in particular any activity likely to lead to civil and / or criminal liability will result in the right for the host to decommission and / or terminate without delay the Customer's services without prior notice and immediately terminate the contract without prejudice to the right to all damages and interest to which the host may be entitled.

The Customer agrees to pay directly to the author of the claim any amount required by the t requires the host. In addition, the Customer agrees to intervene at the request of the host to any proceeding against the latter and to guarantee the host of all convictions that would be pronounced against it on this occasion. Accordingly, the Customer undertakes to make his personal case any claim and / or procedure regardless of the form, object or nature that would be formed against the host and that would be related to the obligations to the Customer's responsibility under this contract.

The Customer agrees to inform the host within 48 hours of any change in his situation, and within 24 hours of any loss of passwords.

6. TECHNICAL SUPPORT

The objective is to provide the necessary services to enable the proper operation of the computer system and / or Customer assistance, defined on the basis of the agreed options on the order form or the commercial proposal (special conditions).

6.1 Basic principles

The basic principle of the service contract is to offer companies support for their IT systems. This offer is divided into two (2) different types of interventions:

• Corrective actions (actions following an incident). Corrective maintenance (initiated following a call from the Customer) is differentiated by its randomness and urgency that makes it unquantifiable and unplannable. This involves considering the incident, the analysis, the diagnosis and the return to service of the computer system (possibly bypass solutions) under the conditions defined below in the paragraph "center of calls ".

• Preventive actions: Preventive actions to monitor the central infrastructure (servers) are periodically carried out by the Service Provider in order to check the proper functioning of the servers and certain active elements of networks.

6.2 Call center

As soon as the Customer detects an anomaly, he / she joins the Call Center of the host, whose mission is to identify the incident, to list it and to contact the Competence Center to start the repair process, by identifying the level of severity:

• Level 0 corresponds to non-blocking cases. The deadline for taking into account is 8 business hours (subject to the opening hours of the service). If this requires on-site intervention, this will be planned.

• Level 1 corresponds to marginally blocking cases. The deadline for taking incidents of this level into account is 4 business hours (subject to the opening hours of the service). If this requires on-site intervention, the response time is D + 1 open to D + 3 worked as appropriate.

• Level 2 is a problem that causes total service interruption. The deadline for taking incidents of this into account is immediate (subject to the opening hours of the service). If this requires on-site intervention, the response time is up to 4 hours.

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The Customer may contact the host by email or phone.

In order to guarantee a quality service, we ask the Customer to identify a limited number of correspondents who are informed about the scope of coverage of the contract. This (these) person (s) will be (are) the preferred correspondent (s) of the Provider.

6.3 Troubleshooting process

To initiate the troubleshooting process, the Service Provider will use one of the following means:

• Telephone intervention: The Service Provider will guide and assist the Client by telephone to carry out corrective actions.

• Intervention by remote maintenance: The Service Provider will connect via a remote handshake solution on a computer station / server of the Customer's computer network.

7. BACKUP

7.1 Backup Software

For the realization of the backup service, the host subscribes to the licenses necessary for the implementation of the backup of the Customer's data. These licenses are non-transferable during the term of the Contract.

The hosting provider will provide the Customer with the installation and corrective maintenance services of the Backup.

7.2 Installation and corrective maintenance

The hosting company will proceed to the installation of the Backup service, it being specified that the proper installation of the Backup service is subordinated to the active collaboration of the Client to identify the critical data as well as the specificities of its business applications such as databases.

7.3 Data Restoration

If the Customer wishes a data restoration, he will contact the support service of the host indicating the nature of the restoration and the date of restoration desired. This date cannot be more than 3 weeks (21 consecutive days) prior to the current date.

8. ANTIVIRUS

The host offers in its hosting service the implementation of an antivirus common to the entire platform (physical servers or virtual machines) supervised by the technical teams the host.

The deactivation of the antivirus by the Customer entails their responsibility in case of viral infection.

The Customer must always have an updated antivirus on its hosted servers.

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9. GUARANTEE OF AVAILABILITY

It is agreed with the Client that the host implements all technical and human resources to provide the customer with a constantly available service.

The Service is said to be available when the Customer can send from his "Server" and receive data to and from the data center network of the host.

The Service is said to be unavailable when all of the following conditions are met:

• The Customer cannot transmit or receive from and to the data center network of the host

• The duration of the unavailability is greater than 15 minutes

• The unavailability is not subject to a maintenance warning at least 48 hours in advance

The host guarantees a minimum availability of 99% over a calendar month.

The Client will be compensated at his request by a commercial credit of 1% of the contractual monthly fixed rent of the service unavailable per full hour of unavailability over a period of one calendar month.

The amount of the availability indemnities for the service may not exceed 45% of the amount of the monthly rent for the service in question.

The Customer cannot claim to benefit from compensation or damages for direct or indirect damages such as loss of Customer, loss of turnover, profit or competitiveness. The liability of the host is expressly limited to the compensation provided under this contract.

Annual server availability rate (except maintenance)	99 %
Notification of unavailability of servers for maintenance (except breakdown)	10 working days minimum
Maintenance time window (except failure or notice to the contrary)	Monday – Friday: 07 :00-8 :30, 12 :30-13 :30, or 18 :30-21 :00 Saturday – Sunday: whole days
Maximum duration of a conventional maintenance (except failure or notice to the contrary)	4 hours
Maximum time to solve a critical problem involving a service interruption	4 hours
Support time and customer service	Monday to Friday: from 08:30 to 17:30 except public holidays
Supervision hours	24/7
Supervision frequency	Every 15 minutes
Frequency of virtual server image creation	Weekly or on-demand
Number of images kept	4
Maximum virtual server recovery time from an image	4 hours
Frequency of data backup	Daily
Retention time of data backups	1 week
Frequency of applying updates	On demand

Exclusions from the availability guarantee: The guarantee of availability cannot apply if the Customer has voluntarily stopped his machine.

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10. OPERATING CONDITIONS

The Customer hereby acknowledges that fluctuations in the bandwidth and the risks of the access provider are elements that may lead to a discontinuity in the services offered by the host, and external to its technical means and cannot under any circumstances put at stake its responsibility.

In addition, the service is restricted, limited or suspended by right by the host:

• if it appears that the Customer uses the services provided to him for any activity that does not comply with these terms and conditions;

• in application of the special conditions;

• if the hosting provider receives a notice to that effect notified by a competent, administrative, arbitration or judicial authority, in accordance with the relevant applicable laws, or by a third party, and in particular in accordance with the law of Trust for the Digital Economy of 21 June 2004 since the manifestly illicit nature is brought to the attention of the host.

11. NON-SOLICITATION OF STAFF

Each party shall not engage, directly or indirectly, the personnel of the other party during the entire duration of this contract and also during the 12 months following the assignment of the contractual relationship.

The non-respect of this clause by one of the parties entails for the other party the payment of an indemnity, the amount of which will be equal to the gross remuneration received by the employee during the last 12 months preceding his departure.

12. ASSIGNMENT

This contract may not be assigned in any form whatsoever without the express agreement of both parties. The customer expressly refrains from assigning or transmitting to any third party, including any of its subsidiaries, even free of charge, all or part of the rights and / or obligations that he holds under these conditions.

13. LAW

This agreement is subject to French law.

14. JURISDICTION

In the event of litigation and in the absence of amicable agreement between the parts, express competence is attributed to the Commercial Court of Montpellier, notwithstanding plurality of defendants or call in guarantee.

15. ADDRESS

The parties elect domicile at their registered office, except in the case of special conditions.

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