

Inno'Watch

Terms & Conditions

Update of the 22rd July 2019

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1 PURPOSE OF THE GENERAL CONDITIONS OF SALE

The purpose of these general conditions is to govern and define the rights and obligations of each of the parties to any contract concluded between the Company and its Customers with respect to the sale and / or use of the products designed or services provided by the Company. last. The present conditions exclude the application of any other document emanating from the Customer and in particular of his own general conditions of purchase.

1 DEFINITIONS

- **Customer:** Refers to any natural or legal person who buys or wishes to buy products sold by eCom CS.
- **Terms & Conditions:** This document describes the general conditions previously formally and explicitly accepted by all Customers of the Company when they sign the Purchase Order relating to the use of one of the Company Solutions.
- **Special Conditions:** Conditions specific to a Customer, described in a Purchase Order, detailing the rules for using a Company Solution at the Customer.
- **Contract:** Refers to all the stipulations set out in:
 - The order form signed by the Customer, containing Special Conditions
 - These Terms and Conditions
 - As well as any preamble, endorsement or appendix that would complete, modify or substitute them
- In case of contradiction between the terms of the Special Conditions of the order form and those of the T&C, the provisions of the Special Conditions shall prevail.
- **Customer Correspondent:** Single person authorized to request maintenance and support services from the Service Provider.
- **Data:** Refers to the information, publications and, in general, the data of the database whose use is the subject of this contract, which can only be consulted by the Users;
- **Publisher:** Company publishing a solution used by the Customer, and whose solution falls within the scope of the Company's Watch activity.
- **Identifiers:** Designate both the user's own identifier ("login") and the password ("password"), communicated after registration to the service
- **"INNO'WATCH" or "Solution":** refers to the service offered in SaaS mode by the Company
- **License:** Temporary use of a Solution, acquired by the Customer from the Company.
- **Software:** Refers to any software provided by the Company to the Customer.

- **Office 365:** Online Collaborative Platform Edited by Microsoft
- **Platform:** see Solution
- **Service:** Designates the right for the Customer, for the duration of the Contract fixed in the order form:
 - use the solution and its functionalities as specified in the particular conditions of the Purchase Order,
 - to benefit from the services associated with the solution
 - The services included in the Service form an indivisible whole. The list of services that make up the Service, together with the service levels and the list of functionalities of the Platform, describes the essential qualities of the Service rendered by the company.
- **Company:** Refers to the eCom CS Company.
- **Solutions:** Refers to the Web Applications associated with hosted services.
- **User:** Refers to the person under the responsibility of the Customer (agent, employee, representative, etc.) and having access to the Application Services on his computer under the license of use contracted by the Customer.
- **Watch:** continuous monitoring of a product's changes, behavior, use or service, in order to accelerate and facilitate the taking into account of changes both in terms of maintenance in operational conditions and in terms of innovation in uses .

2 ACCEPTANCE OF TERMS AND CONDITIONS (T&C)

The present contract and its appendices express the entirety of the obligations of the Parties concerning the services provided for by the Contract, subject only to riders that may be later rectified, and possibly to other written contracts that bind them otherwise.

The use of the Services offered implies the prior and unreserved acceptance of these Terms and Conditions. The use of the Services implies full and complete acceptance of the provisions contained in these Terms.

If any part of the T&C must prove to be illegal, invalid or unenforceable, for any reason whatsoever, the provisions in question would be deemed unwritten, without calling into question the validity of the other provisions that will continue to apply without exception.

The company may unilaterally modify the content of the T&Cs that it is up to the customer to consult with each use.

The customer accepts without reserve the general conditions of sale enumerated in the present document, with the express exclusion of all other conditions or contrary which would be inserted in documents of information, letters, invoices, e-mails ... and of all the uses professionals contrary to the present which will be in opposition to the company.

The fact that the company does not prevail at a given moment in any of the provisions of these terms and conditions of sale cannot be interpreted as waiving the right to use them later. Any additions, deletions, modifications or deletions to the general terms and

conditions of sale which do not bear the approval of the Company shall not be enforced against the Company.

3 GENERAL DISPOSITIONS

3.1 DUTY OF INFORMATION

As a professional provider, The Company undertakes to ensure a duty of information to the Customer throughout the execution of the Contract.

The Company draws the attention of the Customer to the fact that the proposed Service is a standard service designed for companies of varying size. It is therefore up to the Client, prior to the signing of the Agreement:

- to precisely define his needs,
- to verify that the Service corresponds to the definition of its needs
- and that the Service is sized to a level that allows it to fulfill its own business objectives, which The Company can not know. If the Client fails to provide the Provider with a written and detailed expression of his needs, the Client acknowledges that the Provider's commercial proposal will be an expression of his needs.

The Customer acknowledges having been informed by the Company that the implementation and proper use of the Service may depend on the Customer's ability to pre-train its Users for use by the Service and to adapt some of its internal processes. organization and / or operation.

3.2 OBLIGATION TO COLLABORATE

In general, each party undertakes to perform the Contract in good faith, in particular by cooperating with the other party in the performance of its services, for example by communicating to the other party all documents , information and information required or requested to enable the Company to provide the Service under the conditions set out in the Contract.

Each party undertakes to appoint a principal interlocutor responsible for ensuring operational monitoring of the execution of the Contract with the other party. This interlocutor must have the experience, the competence, the authority and the means necessary for the exercise of his mission.

Prior to the signing of the Agreement, the Customer acknowledges that he has obtained from the Company all of the information that is decisive for his consent, having a direct link with the content of the Contract or the quality of the Company, except for the Client. prove:

- that he legitimately ignored any of this information or that he had trusted the Provider
- and that knowledge of this decisive information would have led it to contract on substantially different terms.

The Company also reminds the Client that its duty to provide information does not concern the estimation of the value of the service that the Company proposes to perform for the benefit of the Client.

Finally, the Company reminds the Client that any inexact economic assessment of the Service by the Customer prior to the signing of the Contract is not a cause for nullity of the Contract concluded.

3.3 CLAUSE OF RESERVE OF PROPERTY

The Company retains full ownership of the Inno'Watch service and "OnTime OI" software, only the license granted under the subscription is issued to the purchaser in exchange for full payment of the price indicated on his purchase order. As such, if the buyer is the subject of a reorganization or a liquidation judicial, the Company reserves the right to claim, in the context of the collective procedure, the recovery licenses sold and remained unpaid.

3.4 STRICT LIMITS OF USE OF THE PLATFORM

The Service understands the right to use the Platform, worldwide, only during the term of the Agreement, non-exclusively and non-transferable, and may not be sublicensed, assigned, transfer or making available to a third party. The Platform can be used:

- only in remote access thanks to Internet, in the respect of the rules of identification and assignment of rights (the "Identifiers") of the Customer who only decides Users that he authorizes to use the Service;
- only for the processing of User data by the Customer under the terms and conditions defined in the Agreement.

The Platform is a work of the spirit of which the Company retains the entire property and that the Customer and any User is prohibited in particular:

- copy or reproduce, represent, modify, transmit, publish, adapt in whole or in part by any means and in any form;
- to use otherwise than in accordance with the strictly interpreted provisions herein;
- Translate or transcribe into any other language or language, or adapt or add to it any object that does not conform to its specification.

This clause concerns any element of the Platform (images, databases, ...) other than those belonging to the Client or Users to whom he has granted access.

Any attempt by the Customer to modify the conditions of use of the Platform, or any use of the Platform under conditions not provided for in the Contract, without the prior written consent of the Company, shall be deemed to constitute a sufficiently serious non-performance on the part of the Customer and entails the right for the Company to suspend the Service immediately and automatically after a formal notice in accordance with the conditions of the article "TERMINATION".

Customer may accept new Users. The Company creates accounts, Users can change passwords.

User IDs are personal and confidential, under the responsibility of the Customer. They can only be changed at the request of the User. Each User undertakes to implement all necessary measures to keep his Identifiers secret and not to disclose them in any form whatsoever. The Customer will ensure that no person not expressly authorized by it will have access to the Service. In general, the Customer assumes responsibility for the physical and logical security of the individual access terminals to the Service. In the event

that the Customer is aware that an unauthorized person would have access to the Service, the Customer undertakes to inform The Company without delay. In case of loss or theft of one of the Identifiers, the Company will send a new password to the User.

To benefit from the services offered in this contract, the Customer must have previously paid the Service Provider all services or fees billed for the month that begins.

3.5 INFORMATION FOR USE OF THE SOLUTION

The Customer declares to have read the characteristics and the limits of Internet described below:

- That data transmissions on the Internet have only a relative technical reliability and that no one can guarantee the proper functioning of the Internet;
- That the Company has taken important steps to secure access to the Platform, according to an obligation of means, but that the data circulating on the Internet can be subject to misappropriation, and that the communication of words of pass, confidential codes, and more generally, any sensitive information is performed by the User at his own risk;
- That the Internet is an open network and that the information transmitted by this means is not protected against the risks of diversion, fraudulent, malicious or unauthorized intrusion into the User's information system, piracy, fraudulent unauthorized alteration or extraction of data, modifications, malicious alterations of programs or files or contamination by computer viruses. That it is therefore his responsibility to take all appropriate measures to protect his own data and / or software stored on his servers from contamination by viruses as attempts to intrude into his computer system by third parties via the service access.

As a result of the foregoing, and in full knowledge of the characteristics of the Internet, the User waives liability to the Service Provider for one or more of the facts or events mentioned above, except failure to an obligation of means.

Access to the Solutions can only be done through the Internet and an up-to-date web browser (Google Chrome and Edge recommended). The Customer will be solely responsible for its connection to the Internet and all associated costs. The number of authorized users corresponds to the number of subscribers defined in the purchase order. Each user has his own login (code and password).

The User acknowledges having been sufficiently informed as to the IT conditions required to access the Platform.

3.6 FORMATION OF THE CONTRACT

Any product or service sold by the Company is preliminarily subject to a detailed estimate and encrypted addressed to the Customer and valid for a period of 45 days. Beyond it becomes obsolete and therefore no longer offers sales. The contract is deemed validly formed upon acceptance of the quote by the customer within this period of one month. The Company shall be bound by its obligation to deliver the products or services covered by the contract from the date of full payment of the price under the conditions set forth in Chapter 7 hereof.

The Contract is formed by the purchase order and these Terms and Conditions (T&Cs). The T&Cs have been sent to the Customer before signing the specific conditions described in the Purchase Order. The signing of the order form implies the unreserved acceptance of the T&Cs.

These Terms are subject to change. The Customer may accept the new T&Cs or terminate without fail in case of refusal of new T&Cs.

3.7 PROPERTY OF CONTENTS

Content generated by the Company and saved by a User or by the company via the Platform remains the property of the Company. The Content will not be transmitted to third parties except at the request of competent administrative or judicial authorities.

3.8 CONTENTS BACKUPS

The Customer is informed that the data contained on the Solution are saved daily.

3.9 ACCOMMODATION AND STORAGE OF DATA

The Customer's data is stored in France, on Microsoft AZURE. Customer may access Azure's terms and conditions and security policy upon request. The Customer acknowledges that the characteristics of this host suit him.

3.10 CONFIDENTIALITY AND ETHICS

The information relating to the Contract and the stipulations contained therein, and the Customer's data processed by the Service, and in a general manner, and without this list being limited, to the business plan of the Parties and their present and future activities, their staff, their know-how, whether this information is obtained directly or indirectly from the other party, its employees, subcontractors, agents or service providers. Confidential information is provided "as is" without any express or implied warranty as to its accuracy or integrity. Do not constitute confidential information:

- information available to the public without breach of the terms of the Agreement by the disclosing or using party;
- information validly held by one party before being disclosed by the other party;
- information validly obtained from a third party authorized to transfer or disclose such information, without breach of a confidentiality obligation.

Each party undertakes:

- not to use the confidential information, for any reason whatsoever, except in execution of the rights and obligations arising from the Contract,
- not to disclose confidential information to anyone by any means whatsoever, except that of their employees, service providers or subcontractors to whom such information is necessary for the performance of the Contract, throughout the duration of the Contract and for five (5) years after termination, regardless of the cause.

For the protection of the confidential information of the other party, each party undertakes to take the minimum protective measures it would take to protect its own confidential information.

Each party acknowledges that any party who uses or discloses without confidential information obtained from the other party in connection with the negotiations commits its liability under the conditions of ordinary law.

3.11 NON SOLICITATION OF STAFF

The Client undertakes not to propose a hiring to the Stakeholders of the Company with whom he has been in contact, for the duration of the contract and for a period of two years from the expiry of the last contract. In the event that this obligation is not respected, the customer agrees to compensate the Company by paying him immediately and upon request, a lump sum equal to 12 times the gross monthly remuneration of the employee at the time of his departure.

3.12 RESPONSIBILITY OF THE CLIENT

The Customer is strongly respectful of the Users to whom he grants access to the Service of the respect of the present Contract and the general conditions of use of the Platform.

The Client is responsible for ensuring that the use he makes of the Platform complies with the legal and regulatory provisions. The Company gives no guarantee to the Client as to the conformity of the use of the Platform, which it makes or plans to make, with the legal and regulatory provisions.

The Customer assumes full responsibility for the direct and / or indirect consequences of the application of the advice and recommendations of the Company and this without being able to seek on any basis whatsoever the responsibility of the latter. The studies, analyzes and possible advice of the Company or generated (automatically or not) by the Solution must be treated solely as opinions.

The Customer can not in any case engage the responsibility of the Company if a feature malfunctions due to a breach of the Customer or a User.

The Customer is responsible for the actions of Users for whom he has requested the creation of an account or has authorized the use of the Platform.

Users are natural persons. Each user has their own access. He is forbidden to allow a third party to use his account or to exchange his access with that of another User.

User accounts are created by The Company. When the connection between the Solution and the Client's Tenant Office 365 is not completed, each User receives an email indicating that an account has been created, including their password to access the Solution.

The User must agree to respect the conditions of use of the Platform. The number of Users can evolve during the Contract, the fee also changing according to the number of Users.

The Customer is responsible for the Contents inserted by the Users for whom he has requested the creation of an account. Users declare to be the authors or to have all the

necessary rights or authorizations on all the Content that they download on the servers or which they use within the framework of the Service.

As such, the Customer declares that the Users hold the intellectual property rights and / or authorizations for reproduction and representation of the Content they download and for which they make use of the Platform. The Company can not be held responsible for non-compliance with this clause.

The Customer undertakes not to download Content containing or likely to contain viruses or programs that destroy the data, nor content illegal or likely to undermine public order and morality. The Customer also undertakes to verify in a reasonable manner that the Content it uses do not contain any viruses or programs likely to disrupt the functioning of the Service or to cause any prejudice to other users of the Service.

The Customer is fully responsible for all creation, transmission or publication of Content through the Platform and the consequences of its actions.

The use of the Service, including the storage of Content, is under the sole responsibility of the Customer and within the limits of the intellectual property rights held and / or obtained by the User. It is up to each User to respect the rights of third parties.

The Client acknowledges that the Content considered as contravening the laws or regulations in force may be handed over by the Company to the authorities responsible for enforcing the law.

It is expressly agreed that in the event that the Company is involved in any way whatsoever (any element including the Customer's mark in the event of a white label delivery), in any country whatsoever, by a third party on the basis in particular of an industrial and / or intellectual property right relating to an item directly or indirectly provided by the Customer, including by any User, the latter undertakes to fully guarantee The Company of the economic consequences and direct and / or indirect financial (including procedural and defense costs) that would flow from these claims.

The Customer must ensure that the data is sent to the Platform. The Customer can not blame the Service Provider on any basis and for any reason whatsoever the non receipt or loss of data transmitted. The Customer will then take care to keep a backup of the transmitted data.

3.13 RESPONSIBILITY OF THE COMPANY

Each party is responsible for the consequences of its errors or omissions as well as those of its potential subcontractors.

The Solution does not perform any management in place of the Customer. It is a tool of help and it is therefore up to the Customer to apply the recommendations of the Service if they agree and to verify that this application is compliant.

The Company is not liable in any way for direct, indirect or unforeseeable damage caused by a partial or total misoperation of the Service's recommendations, in particular loss of turnover, loss of customer base, or any other damage.

The Company is in no way liable for damages caused by the fact of the Customer himself, a third party or by force majeure.

The Company does not guarantee that the solution is free from defects but undertakes to remedy them with all due diligence possible.

The Company is committed to using all means to ensure the best guarantees on the integrity of the data and in particular:

- Multiple disk storage
- Daily backup of data.

The Company can not be held responsible in the event of legal proceedings against the Customer due to an unlawful use of the Service.

3.14 COMPLAINTS - COMPLIANCE

Under penalty of inadmissibility, any claim must be addressed to the Company by the Customer.

Any claim resulting from delivery, apparent defects or a lack of conformity of the products will be inadmissible beyond a period of 10 days from delivery.

Any claim for hidden defects must, under penalty of inadmissibility, be sent to the Company within 10 days of the discovery of the defect or from the day it should have been discovered normally.

In addition, any legal action against the Company, for any reason whatsoever, shall, on pain of inadmissibility, have previously been the subject of an amicable claim under the terms of this article and be brought within the period of 6 months from the date of issue of the said claim.

3.15 WARRANTY

The Company guarantees

- that the Platform is original,
- hold all the intellectual property rights on the Platform, subject to any modules of the Platform that would benefit from an "Open Source" license or have the right to grant a license to use the Client on the Platform. any additional modules of the Platform chosen by the Client and integrated into the Service, the intellectual property rights of which are held by a third party who would have conceded the use to the Service Provider so that the latter can validly in turn concede the use to the Customer under the conditions set out in the Contract.

During the Term of the Agreement, the Company warrants the Client against any action or proceeding on the grounds of possible infringement by the Platform to the intellectual property rights of a third party. The Company is responsible, at its expense and choice, for the defense to be conducted as a result of the action taken against the Customer by a third party alleging an infringement of his rights. The Company shall pay all the damages to which the Client would be condemned by a court decision having the force of res judicata in the main proceedings and having the force of res judicata, the Customer having to ensure his own defense in case of criminal action. The Company warrants to the Customer the peaceful enjoyment of the use of the Platform and any additional modules, provided that the Client immediately notifies him of any threat of action or

procedure in this sense, allows him to ensure his defense and collaborates with the Company in this defense at the expense of the latter (except in criminal matters as stated above). The Company will have full control of the civil defense, including the appeal, the negotiation and the right to reach a transaction within the meaning of articles 2044 and following of the Civil Code.

In the event of a civil conviction of a Service Provider by a court decision having the force of res judicata in the main proceedings and having become res judicata or in the event of a transaction entered into by the Company, the Company may, at its option and at its expense, is :

- Obtain for the Customer the right to continue using the Platform and / or any additional modules - without increasing the amount of the pecuniary consideration at the expense of the Customer and without interruption of use of the Service for the Customer - possibly by modifying any part of the Platform (and / or an additional module) so that it no longer constitutes an infringement of the rights of a third party,
- Or, if the right to continue using the Platform (and / or any additional module) can not be obtained or if the Platform and / or an additional module can not be replaced or modified for a reasonable cost so that it can not be used. is no longer the infringement of the rights of a third party, pronounce the termination of the Contract and refund to the Customer the total amount of the fees paid by the Customer to the Service Provider for the period after the last service that has not received its consideration.

3.16 AVAILABILITY OF SERVICE

The Company will do its utmost to ensure that the solution is accessible to working days according to an obligation of means.

The Customer acknowledges that The Company will not be responsible for any interruptions in the functioning of the Internet. The Service may also be unavailable from time to time due to maintenance operations.

The Company reminds the Customer that the provision of a link between the Platform and the Customer's information system does not appear in the Service and that it is up to the Customer to have a connection to a communication network that allows him to receive data from the Platform and to transmit to it and that the costs relating to its Internet connection and its computer system are costs which the Customer must himself take into account.

The Customer acknowledges that:

- the description of the Service,
 - the list of features of the Platform
 - and the rate of availability of the Service described in this article
- together render the Service Provider of a quality consistent with the legitimate expectations of the Client and the Provider, in consideration of the nature of the services, uses and the amount of the consideration that the Customer agrees to pay the Service Provider to receive benefits forming together and indivisibly the Service.

3.17 SERVICES NOT COVERED

- Training for new versions of the Solution: technical or functional training is not covered by this contract and must be covered by a separate contract.
- The costs of adapting the specific developments of the Customer to the new versions of OnTime OI except express agreement between the two parties.
- Data recovery work as well as any work of restructuring, reorganization or correction of various anomalies concerning the data contained in the files of the Customer.

Any service not specifically described in this contract or its annexes and, for example, the extensions, adaptations or the development of new functions that would be desired by the Customer.

3.18 FORCE MAJEURE

The responsibility of the Company can not be implemented if the non-execution or the delay of one of its obligations described in these general conditions of sale results from a case of absolute necessity. As such, force majeure means any external event, unforeseeable and irresistible within the meaning of Article 1148 of the Civil Code.

For the duration of the force majeure, if the impediment is temporary, the event of force majeure suspends for the party availing itself, the performance of its obligations, unless the resulting delay does not justify the resolution of the contract (except for the obligation to pay the contractual amounts due on the date of occurrence of the event of force majeure).

If the impediment is final, the Contract is terminated and the Parties released from their obligations, subject to notice of such termination by the most diligent of the two Parties. In any case, the Party affected by force majeure shall do everything in its power to avoid, eliminate or reduce the causes of the delay and resume the performance of its obligations as soon as the event invoked has disappeared.

3.19 NOTIFICATION OF TIME LIMITS

Any notification (formal notice, report, approval or consent) required or necessary in the Platform of the Contract must be made in writing by mail or mail. Unless otherwise specified in an article of the Contract, deadlines are counted per calendar day, a week counting six (6) working days and five (5) working days. Any delay counted from a notification runs from the first attempt at delivery to the recipient, the postmark is authentic, as well as the receipt of the express delivery service and the date handwritten on the letter delivered by hand. If a measure is to be taken or a notice to be given on a particular date or deadline and that date is not a business day, the action or notification in question may be postponed to the next business day.

3.20 USE OF THE CLIENT'S NAME AS A REFERENCE

The Customer expressly authorizes the Company to use the Client's name / logo / trademarks, in strict compliance with the Customer's graphic charter, only as a commercial reference, to the exclusion of any other use that must be the subject of prior authorization by the Customer.

3.21 CONTRACT ASSIGNMENT

The Contract may not be sold, in whole or in part, for free or for a fee, by the Client except

- written and prior agreement of the Company,
- or assignment of the Contract by the Client for the benefit of a company that it controls or under its Control within the meaning of Article L.233-3 Commercial Code, subject to written notification to that effect of the Company that will be worth full and unreserved commitment of the successor to take over all the rights and obligations of the Client towards the Company. The Customer will remain jointly and severally liable, with the successor, for full compliance with the rights and obligations of the successor with regard to the Company.

3.22 AUTONOMY OF STIPULATIONS

In the event that any provision of the Contract is found to be invalid or unwritten by a court decision having the force of res judicata in the main proceedings and has become res iudicata, the parties agree to attempt to limit, as far as possible, the scope of this nullity so that the other contractual provisions remain in force and the economic equilibrium of the Contract is respected. In this case, the parties undertake to renegotiate in good faith, the drafting of a new clause replacing the clause thus declared void.

3.23 APPLICABLE LAW AND JURISDICTION

The General Conditions of Sale are governed by French law.

The Paris Commercial Court will have jurisdiction to rule on all disputes that may arise between the Client and the Company relating to the execution of these.

The parties undertake to make an attempt at conciliation before any recourse to the judge.

4 INNO'WATCH SERVICE

4.1 DEFINITION OF INNO'WATCH SERVICE

Inno'Watch is a Service offered by the Company, which relies on a technological solution called "OnTime OI" managing a database.

This service consists in carrying out a recurrent technological watch to identify and qualify modifications concerning a technological solution published by a third party (ex: Office 365 by Microsoft). The most significant changes are then communicated to a panel of client users, according to several different channels.

Customers can if they wish:

- Create reports regarding the evolution of the publisher RoadMap,
- Search, filter and sort the evolution of the publisher's RoadMap, according to the criteria proposed by the Solution.
- Consult the list of evolutions according to several available media
- Follow the consideration of these developments in their organization.

4.2 PRACTICAL MODALITIES OF ECOM CS ACTIVITY

eCom CS supports its monitoring activity on a team of experts of the monitored solutions. This activity takes place from Monday to Friday, during French working hours, excluding French holidays.

4.3 SUBJECTIVITY OF RATINGS AND CHANNELS

The evolutions of the monitored solutions are evaluated in several ways:

• **Functional importance of evolution:** This importance, evaluated on a three-level scale (1 - low importance, 2- medium importance, 3 - high importance) is subjective. This indicative notation allows filtering in the attention to be made to each client-side evolution.

• **Technical importance of evolution:** This importance, evaluated on a three-level scale (1 - low importance, 2- medium importance, 3 - high importance) is subjective. This indicative notation allows filtering in the attention to be made to each client-side evolution.

• **Customer teams allegedly impacted by each evolution ("Channels"):**

The "Channels" describe a certain number of areas of responsibility (functional or technical) generally observed in the customers.

The eCom CS monitoring team assigns one or more "Channel" to each evolution, according to the customer perimeters that seem most concerned by it.

This assignment remains subjective, and reflects a general vision of organizations, necessarily applicable in the same way to all companies.

4.4 LANGUAGE OF WATCH ACTIVITY

To meet the needs of international entities, and eCom CS language constraints, the watch activity is conducted in English only.

4.5 TERMS OF USE OF INNO'WATCH SERVICES AND APPLICATION

The use of the Inno'Watch service and the associated solution is related to the client's signature of a service contract with the Company and the acquisition of associated licenses.

The service requires as many licenses as people who are recipients of the publications of the monitoring team, either by email, or by consulting the TEAMS spaces for publishing this information.

4.6 CONDITIONS OF DATA USE & DATA PROPERTIES

The data disseminated by the Company are of various kinds, including:

- Data from public media (Microsoft Public Roadmap, Office 365 Message Center Communications, Microsoft Blogs, Various Internet Sources).
- Additional information produced by the Company (metadata, original editorials)

If the public information remains public, the original information published by eCom CS (metadata, comments, notations, editorials, diagrams, ...) remain the property of eCom CS and can only be consulted and used by Inno'Watch licensed users. .

4.7 DATA SHARING CONDITIONS

The loan of identifiers to access the Inno'Watch solution and its data is strictly prohibited.

The rebroadcast by the customer, free or paid, information published by INNO'WATCH, both internally at the customer, and externally, is strictly prohibited.

An exception will be made for the partners of the Company which will have contractualized the right of republication, according to precise modalities specified in a specific contract.

4.8 A SERVICE SUBJECT TO THE PROVISION OF PUBLISHER DATA

The INNO'WATCH service is based on the public provision of basic Roadmap information by the supervised publisher(s), both to allow the injection of this data into the Company's database, and to allow the analysis of their data impacts.

In the event of the publishers removing this provision of public information concerning their produced RoadMap, the Company can not be held responsible for a decrease or a break in the watch service. If this situation is noted, and if it is impossible for the Company to provide the contracted service, this would result in the immediate and outright interruption of invoicing, on the date of the finding of a permanent impossibility of delivering the Contracted Service.

4.9 CHANGE OF DATA FEEDING MODALITIES

Apart from the pure and simple interruption of the supply of information, it can also happen that the supervised editor (s) change the modalities according to which they propose the information concerning their RoadMap: change of export file format of their roadmap, deletion of the export file of their roadmap to disseminate the information only via a web page, etc ...

These changes, rarely or never described upstream by the publisher (s), may require an adaptation time on the eCom CS side, to modify the INNO WATCH solution and make it again able to take into account the transformations applied by the publisher (s). .

eCom CS can not be held responsible for a temporary or permanent decrease or interruption of the watch service related to these publisher changes. If this situation is found, and if it is impossible for eCom CS to provide the contracted service again within a reasonable time, this would result in the outright interruption of billing.

4.10 LIST OF WORKLOADS FOLLOWED

The Inno'Watch Service tracks all or part of the evolution of a large number of Microsoft applications integrated into Microsoft 365 and Office 365, such as:

- Access
- Admin Center
- Azure AD
- Azure Advanced Threat Protection (ATP)
- Azure Information Protection
- Bookings
- Calendar
- Compliance
- Delve
- Discovery
- Edge
- Excel
- Exchange
- Forms
- Groups
- Intune
- Invoicing
- LinkedIn
- Listings
- Microsoft Cloud App Security
- Mile IQ
- O365 Information Protection
- Office Desktop
- Office Lens
- Office Online
- Office Proplus
- OneDrive for Business
- OneNote
- Outlook

- Planner
- PowerPoint
- Project
- Shift
- SharePoint
- Skype for Business
- StaffHub
- Stream
- Sway
- Teams
- To-Do
- Visio
- WhiteBoard
- Word
- Yammer

Regarding the following applications, the editor managing separate RoadMap, non-exportable, only the evolutions of integrating them into Office 365 are reassembled in InnoWatch:

- Flow
- PowerApps
- PowerBI

5 USAGE CONDITIONS

5.1 DURATION OF THE BENEFIT

For the InnoWatch solution, the service is offered in the form of a reconductible one-year periodical subscription, including all the technical updates of the "OnTime OI" solution during the duration of the subscription and for a number of defined by contract.

The technical updates only concern the software "OnTime OI" as it is constituted at the time of subscription. New features of the software may be subject to additional modules for which additional subscription and pricing may be required.

5.2 RENEWAL

At the end of the subscription period, it will be renewed by tacit agreement for an identical period.

5.3 TERMINATION

The user is free not to renew this one before the expiry date of his current subscription. The non-renewal is not subject to any compensation of any kind, but it must be formally notified in writing at least 30 days before the date of expiry thereof.

In case of non-renewal, in the month following the end of the subscription, the customer accounts of the client will be deactivated, and the data of the Client will not be accessible if they were not exported and the user accounts will be deactivated .

The user may at any time choose to terminate his subscription by contacting the Company.

Any resumption of subscription beyond three months after the end of the last subscription, may result in additional billing for data recovery.

If either party fails to comply with its obligations under this Agreement, the other party may give notice to the other party to comply with its obligations. In the event that the letter of formal notice remains unsuccessful for a period of thirty (30) days, this Agreement may be terminated by operation of law.

In the event of termination of this contract, whatever the cause, all sums due by the Customer on the date of enforceability of said termination must be paid to the Service Provider.

5.4 REVERSIBILITY

In the event of termination of the Contract by the Customer and whatever the cause, the Customer may request a free destruction of the data hosted. This request must be made by registered letter within 90 days of the date of termination.

In the event of a request for the delivery of Customer-specific hosted data (in particular the case of data managed in the Customer-specific Evolve Management Module), the Company will provide the Customer's data in a text or spreadsheet format by e-mail or in a workable digital medium. (readable without difficulty). The choice of the format is made by the Company, this service is invoiced 500 € HT.

5.5 RESPONSIBILITY OF ACCOUNT MANAGEMENT

The Company creates, modifies and deletes user accounts at the request of the Customer.

It is the responsibility of the Customer to request the creation / modification / deletion of the accounts of its users.

6 FINANCIAL CONDITIONS

6.1 PRICE - DISCOUNT

The price depends on the number of Users and the options chosen by the Customer on the order form.

Prices are in euros, excluding taxes. The applicable rates are those in force on the day of the validation of the order by the user.

Any additional service not provided for in this contract and its annexes will be billed in addition, on the basis of an estimate accepted by the Customer.

No discount will be granted in case of advance payment.

6.2 PRICE REVISION

Unit prices per user are set at 1 January of each year for implementation throughout the calendar year with no incremental increase.

These rates may be revised annually on January 1 of year $n + 1$ in relation to the current year (n) with a maximum variation calculated according to a formula that takes into account the SYNTEC index and which is thus established. : $P1 = P0 \times (S1 / S0) \times 1.01$

P1: tariff revision price for year $n + 1$ (rounded upwards)

P0: contract price of the year n

S0: SYNTEC reference index selected on January 1 of the current year (n) S1: last index published on the revision date on January 1 of year $n + 1$

If there is no change between the prices of the year n and $n + 1$, the Company reserves the right to vary the prices during the year $n + 2$ with a catch-up by means of a comparison. Syntec indices between year n and year $n + 2$.

(This monthly Syntec index is recognized by the Ministry of Economy and Finance)

6.3 BILLING

Billing is monthly on the last day of the month. It is calculated based on the maximum number of users, registered in the solution during the past month, and options chosen by the Customer on the order form.

6.4 PAYMENT TERMS

The amount of the subscription is paid in cash, according to the payment methods available (Credit Card, Money Order / Transfer, Check), unless otherwise mentioned on the quote.

The Company will send the corresponding invoice to the Customer.

For the Inno'Watch solution, the subscription period begins upon activation of the Customer's accounts.

6.5 PAYMENT DELAY

Failure to pay all sums due by the Customer, and not paid on their due date, will automatically entail the invoicing of a late interest equal to 3 times the legal interest rate without formal notice and as of the fifteenth day late. A sum of 40 € HT will be charged to the Client for the recovery costs.

In addition, the Company reserves the right, especially in the event of a payment incident, to suspend access to the Service after sending a formal notice by e-mail or mail that has remained ineffective for a period of thirty (30) days.) days. The costs of reinstating the Service will be borne by the Customer. These costs are: 150 € HT. In the event of suspension of access to the Service, the Customer's financial obligations will not be extinguished. If, after a period of fifteen days, the suspension measure remains ineffective, or in the event of repeated delays in payment, the Company may proceed to the termination of the Contract under the conditions set out in the article "TERMINATION".

7 PERSONAL DATA PRIVACY

7.1 SECURITY AND CONFIDENTIALITY OF PERSONAL DATA

The Company technically processes the Customer's data only to render the Service, to the exclusion of any other use, for the benefit of the Company.

In accordance with the GDPR, personal data are stored and processed by the Company (and its hosting subcontractor) on servers located exclusively in the territory of the European Union and are not subject to any transfer out of the European Union.

The Company undertakes to ensure the security and protection of the confidentiality of the Customer's personal data, in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties.

In accordance with art.33.2 of EU Regulation 2016/679, the Company undertakes to inform the Customer without delay of any "violation" of personal data (unauthorized access, unauthorized copying, corruption of personal data files, etc.). .) of which he would be aware, in charge for the Customer to inform:

- the supervisory authority on which it depends,
- the persons concerned when this violation "is likely to create a high risk for rights and freedoms".

As part of the provision of the service or services, the Company collects personal data of the Clients and in particular the following data:

- E-mail adress,
- First Name,
- Customer Contact Name

The data relating to the management of the personal data of the Customers are kept for the strictly necessary period as defined by the Data Protection Act, ie three years after the collection or last contact with the Customer or the User.

The Company may also disclose personal data in order to cooperate with the administrative and judicial authorities.

7.2 RESPONSIBILITY AND OBLIGATIONS OF THE CLIENT

The Customer is the sole owner of the personal data, which are processed through the Service on his behalf. All rights of data subjects (right of access, rectification, etc.) must be exercised by these persons directly to the Customer, The Company agreeing to comply with any written instructions from the Customer to this respect.

In accordance with European and French legislation on the protection of personal data prior to any use of the Platform or Service by the Customer and throughout the duration of the Agreement, the Customer warrants to the Company:

- that he has collected and processed personal data in a lawful, fair and transparent manner, for specified, explicit and legitimate purposes, which the Client declares to have duly informed the persons concerned. As a result, the prior declaration obligations related to the processing of his personal data with a supervisory authority are the sole responsibility of the Client and the Client guarantees the Company to have done so;

- it is solely responsible for the processing of personal data that it collects, collects or processes when using the Service;
- it alone determines the purposes and means of the processing of personal data operated in particular by the use of the Service.

Consequently, it is up to the Customer, prior to the use of the Service, to verify that the processing of personal data requested by the Company is in accordance with the purpose and means of the processing of personal data implemented by the Customer, so that that the Company can not be held liable in this respect, on any grounds whatsoever. Otherwise, the Customer undertakes to identify and guarantee the Company, without restriction or reservation, any consequences including pecuniary charged to the Service Provider.

The Customer acknowledges that the personal data disclosed by him are valid, up-to-date and adequate;

The Customer undertakes not to infringe the privacy, image and protection of personal data of any third party and thus not to communicate to the Company the data of third persons without their consent.

Under the Decree n ° 2011-219 of February 25, 2011 relating to the conservation and the communication of the data making it possible to identify any person having contributed to the creation of contents put on line, the Customer is informed that the host of the Site has the obligation to keep for a period of one year from the day of the creation of the contents, for each operation contributing to the creation of a content:

- The identifier of the connection at the origin of the communication;
- The identifier assigned by the information system to the content, object of the operation;
- The types of protocols used for connection to the service and for the transfer of contents;
- The nature of the operation;
- The date and time of the operation;
- The identifier used by the author of the transaction when he provided it.

In case of termination of the contract or closure of the account, the host must also keep for one year from the date of termination of the contract or closure of the account the information provided when subscribing a contract (Order) by the Customer or when creating an account, namely:

- At the moment of the creation of the account: the identifier of this connection;
- The surname and forename or the company name;
- The postal addresses associated;
- The pseudonyms used;
- The associated email or account addresses;
- phone numbers;
- The password and the data to verify or modify it, in their latest updated version.

Every computer connected to the Internet has an IP address. Whenever a Customer browses the Site, The Company collects the Customer's IP address in order to analyze the traffic on the Site and to control the Customer's activity on the Site to ensure that it does not does not carry out acts likely to affect the General Conditions of Sale appearing on the Site.

Finally, in accordance with the Data Protection Act of 6 January 1978, the Clients have a right of access, rectification, deletion as well as a right of objection for legitimate reasons to the processing of their collected data and processed by the Company, by contacting the Company directly at the following email address: contact@ecom-cs.com

In accordance with Article 40-1 of the Data Protection Act, the Company will comply with the instructions given by any Customer relating to the storage, erasure and communication of personal data after his death.

In the absence of such instructions, the Company will grant claims of the heirs as limited in Article 40-1, III of the Data Protection Act.

8 SOFTWARE UPDATES

The customer will benefit, under the contract and / or its successive renewals, updates software.