

## GENERAL TERMS AND CONDITIONS OF LICENCE, MAINTENANCE AND SET-UP OF UPSLIDE

### PREAMBLE

The “Editor” refers to UpSlide, SAS with a capital stock of 100,000 euros registered under the number 791 925 753 at the *Registre du Commerce et des Sociétés* of Paris (registered office located at 20, avenue de l’Opéra, 75001 – Paris, France), or one of its Affiliates as defined hereinafter.

The “Licensee” refers to any legal or natural person that signed a quote the Editor issued.

The Editor developed a software application named “UpSlide”, integrated to Microsoft Office Suite, which facilitates the creation of charts and the edition of presentations.

A signed quote for the use of UpSlide (sent by e-mail, fax and mail, or delivered in person) implies an unreserved acceptance of these *General Terms and Conditions of Licence, Maintenance and Setup of UpSlide*, which aim at governing the contracts agreed between the Editor and the Licensee.

### 1 DEFINITIONS

Hereunder,

- 1.1 “Affiliate” means any legal entity which directly or indirectly controls, is controlled by, or is under common control with the Editor. For purposes of this definition, “control” means the direct or indirect ownership of over 50% of shares or stock, along with the voting shares of such legal entity.
- 1.2 “Agreement” means the following *General Terms and Conditions of Licence, Maintenance and Setup of UpSlide* as well as the Specific Conditions, both signed by the Licensee.
- 1.3 “License Fee” means the annual license fee the Licensee owes, in consideration of which the Licensee is granted a license for UpSlide and benefits from Maintenance services.
- 1.4 “License Start Date” means the date when the license rights are granted to the Users and when the Maintenance services start.
- 1.5 “List Price” means the Editor’s then currently applicable list price.
- 1.6 “Maintenance” means the maintenance services the Editor provides as stipulated in Article 6.
- 1.7 “Malfunction” means any duplicable incident, error or operating defect directly caused by UpSlide, and which prevents the normal use of all or part of the software.
- 1.8 “Options” means the additional features or functional modules of UpSlide to which the Licensee can subscribe in addition to the standard features of UpSlide.
- 1.9 “Patch” means any patch or bug fix the Editor delivers.
- 1.10 “Renewal Date” means any anniversary date of the Licence Start Date, on which licence and maintenance services renew.
- 1.11 “Setup” means the integration of the Licensee’s visual identity and contents (Word, Excel and PowerPoint) into UpSlide.
- 1.12 “Signing Date” means the date when the Licensee signs the proposal of specific conditions attached to the quote.
- 1.13 “Source Code” means the textual, human readable form of UpSlide, including, amongst others, written comments and programmer documentation, which are intended for direct execution through interpretation.
- 1.14 “Specific Conditions” means the proposal of specific conditions attached to the quote signed by the Licensee.
- 1.15 “Supported Program” means the initial version of UpSlide the Editor delivered to the Licensee, and which is updated with Patches and new versions the Editor provides in consideration of the Maintenance and updates as stipulated in Article 6.
- 1.16 “User” means any member of the Licensee’s staff who has an authorised access to UpSlide.



## 2 LICENCE RIGHTS

### 2.1 Grant of Rights

The Editor grants the Licensee a non-exclusive and non-transferable license of UpSlide, starting on the Licence Start Date, which is exclusively set up according to the Licensee's needs. It is granted for an initial period stipulated in the Specific Conditions, for the Licensee's internal use, with a determined number of Users.

### 2.2 Other license conditions

The Licensee shall not modify, adapt, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive UpSlide Source Code.

### 2.3 Intellectual property

The Editor retains all intellectual property rights and titles on UpSlide as well as on their methods and know-how. The Licensee agrees to take all necessary measures towards its staff or any external person having access to UpSlide to ensure the compliance with the Editor's property rights on UpSlide.

## 3 DELIVERY OF THE SOFTWARE

### 3.1 Installation

UpSlide is delivered to the Licensee as an executable file (".exe" or ".msi"). Unless otherwise stated in the Specific Conditions, the Licensee is in charge and responsible for UpSlide rollout.

### 3.2 IT environment

UpSlide works with Windows 7, 8, 8.1 and 10 for Microsoft Office 2010, 2013, 2016 and Office 365.

Please refer to Article 6 for provisions regarding the evolution of your IT environment.

### 3.3 UpSlide activation

UpSlide is activated when Microsoft Office applications are first launched. It operates through an activation-key system that the Editor provides only once to each User, identified by his e-mail address and his computer login.

## 4 UPSLIDE DIFFUSION TO THIRD PARTIES

Licensee may not copy, reproduce, use nor allow access to UpSlide, to its installation file or its activation keys to any third party external to the Licensee without the Editor's prior consent.

## 5 SETUP

### 5.1 Setup conduct

The Setup services scope and their cost are stated in the Specific Conditions.

The Setup process is the following:

- ▶ The Licensee provides the Editor with all the elements and details for the Setup;
- ▶ The Editor sends the Licensee a reference document summarizing the Setup proposal, for validation by the Licensee;
- ▶ The Editor realizes the Setup based on the reference document and gives the Licensee an installation file of the new version of UpSlide including the Setup.



## 5.2 Request for Setup adjustments

If the Licensee requests Setup adjustments:

- ▶ Either the requests correspond to the integration of elements the Editor forgot; then, the Editor proceeds to a new Setup taking into account those elements without any additional charges;
- ▶ Or it is an additional request; then, the Editor charges the modifications at the List Price.

## 6 MAINTENANCE AND UPDATES

In consideration of the Licensee's payment of the Licence Fee, the Editor will provide Maintenance services to the Licensee.

### 6.1 Maintenance

#### 6.1.1 Definition

Maintenance consists of verification, analysis and correction, or else of provision of workaround solutions for Malfunctions affecting the Supported Program, including the provision of Patches.

Maintenance services will be provided for the Supported Program.

Maintenance is provided on a reasonable best effort basis, and the Editor does not warrant that all Malfunctions will be corrected.

#### 6.1.2 Exclusions

Maintenance does not include errors or Malfunctions caused by:

- (a) the modification or alteration of UpSlide Source Code, or of any computer file created or pasted on a User's computer during the installation or update of UpSlide;
- (b) any attempt in this area undertaken by persons other than the Editor.

Any service the Editor provides the Licensee with, in order to manage Malfunctions caused by above-mentioned events, will be charged at the Editor's List Price.

#### 6.1.3 Practical details

Licensee must submit on a support website (<https://upslide.zendesk.com/>) available through the UpSlide interface, sufficient material and information to enable the Editor to duplicate the Malfunction. The Editor will keep the Licensee informed of the progress in the Malfunction management.

The Licensee shall pay the Editor any intervention on site, in accordance with the List Price and depending on the time spent.

### 6.2 Other updates

The Licensee may request evolutions or Setup services excluded from the Maintenance services, such as UpSlide adaptation subsequent to the evolution of the Licensee's computer environment (e.g. change of operating system, migration to a new version of Microsoft Office, etc.).

The implementation of these updates is charged depending on the time spent, in accordance with the List Price.

The Editor may also provide new updates of UpSlide that the Licensee is free to accept or refuse.

## 7 FEES

### 7.1 Licence Fee

In consideration of the rights the Editor grants hereunder, and of the Maintenance services the Editor provides, the Licensee shall pay the Editor an irrevocable and non-refundable Licence Fee.

The Licence Fee calculation is detailed on the quote or in the Specific Conditions. It depends on the number of Users and the Options chosen by the Licensee.



## 7.2 Licence Start Date

Unless otherwise stated in the Specific Conditions, the Licence Start Date is one (1) month after the Signing Date.

## 7.3 Number of Users and Options

If the Licensee wishes to be granted additional license rights and/or Options, then upon request from the Licensee the Editor shall increase the number of Users and/or Options in consideration of the Licensee paying an additional License Fee, calculated based on the number of additional Users and/or Options and pro-rated with the number of calendar days remaining until the next Renewal Date.

If the Licensee wishes to reduce its license rights and/or Options, then it has to send a writing request to the Editor. This decrease is effective from the next Renewal Date onwards, provided the writing request has been made at least three (3) months before the Renewal Date. If these conditions are respected, then the License Fee is reduced based on the number of Users and/or Options that have been withdrawn.

On each Renewal Date, the License Fee amount is recalculated based on the number of Users and Options subscribed by the Licensee and the *Syntec* indexation detailed below.

## 7.4 *Syntec* indexation

The unit prices of license rights and Options are annually revised on the first of January of each calendar year, using the following formula:

$$P = \text{Maximum of } [ P0 \times (S / S0) ] \text{ and } [ P0 ]$$

Where:

*P* means the unit price for the new calendar year;

*P0* means the unit price for the previous calendar year;

*S* means the *Syntec* index of the month of October before the new calendar year;

*S0* means the *Syntec* index of the month of October before the previous calendar year.

*Syntec* indexes are available here: [www.syntec.fr](http://www.syntec.fr)

## 7.5 Setup fees

In consideration of the Setup services the Editor provides hereunder, the Licensee shall pay the Editor irrevocable and non-refundable fees detailed in the Specific Conditions.

## 7.6 Invoicing

### 7.6.1 Setup fees

Unless otherwise stated in the Specific Conditions, Setup fees are entirely invoiced at the Signing Date.

### 7.6.2 License Fee

The first Licence Fee is entirely invoiced at the Signing Date.

Then, from the second Licence Fee onwards, the Licence Fee is invoiced one month before each Renewal Date

Licence Fees are due and payable in advance.

If the Licensee increases the number of Users and/or Options on a different date than the Renewal Date, then the additional Licence Fee will be invoiced at the time of the order, or at the end of each calendar quarter at the latest.

### 7.6.3 Payment terms

The invoices are due and payable thirty (30) days from the invoice date by the Licensee, net and without discount. They are subject to the value added tax (VAT) if applicable.



## 8 LIABILITY

### 8.1 Liability

The Editor is expressly subjected to provide reasonable best efforts. In no event shall the total liability of the Editor will exceed, in the aggregate, the sum of UpSlide license fees or services fees in respect of which the claim arose.

### 8.2 Consequential Damages

In no event shall the Editor be liable for any indirect damages, as well as for the following damages: business interruption, loss of profits, loss of income, loss of data, loss of goodwill or costs of procurement of substitute goods or services, whatever the theory of liability and form of action under which aforesaid damages are sought, and whether or not the Editor has been advised of the possibility of such damage.

### 8.3 Licensee's responsibilities

The Licensee assumes all risks associated with the use of UpSlide.

The Licensee agrees to train his staff to the proper use and operation of the Software.

## 9 TERM AND TERMINATION

### 9.1 Term, renewal and termination

Unless the Licensee terminates this Agreement by virtue of this article, this Agreement will automatically be renewed by successive periods on the Renewal Date, for a term equal to the Agreement initial term which is stipulated in the Specific Conditions. Unless otherwise stated in the Specific Conditions, the length of the Term will be set to one (1) year.

The Licensee may terminate the Agreement, subject to notifying the Editor of such termination at least three (3) months before the Renewal Date.

### 9.2 Termination in case of Licence Fee payment failure

This Agreement shall terminate if the Licensee fails to make any payment due within thirty (30) days after receiving written formal notice from the Editor that such payment is outstanding. The Editor may terminate the Agreement without any judicial proceeding on written notice to Licensee at any time following the end of such thirty (30) day period.

Moreover, the Editor reserves the right to suspend the Maintenance should the Licensee not pay any fees stipulated in Article 7.

### 9.3 Effects of termination

In the event of the termination of the contract for any reason whatsoever, or in case of partial termination (following a partial renewal), the Licensee or one of its Affiliates will perform a complete uninstall operation.

The Licensee shall immediately pay to the Editor all amounts due and outstanding as of the date of such termination or expiration.

## 10 CONFIDENTIALITY

The expression "Confidential Information" refers to all information in connection with this Agreement, identified as confidential, and disclosed by one of the parties (hereinafter referred to as the "Disclosing Party") to the other (hereinafter referred to as the "Receiving Party"), whether it is conveyed orally, in writing.

Notwithstanding what precedes, is considered as the Editor's Confidential Information:

- (a) all information –whatever its form– disclosed by the Editor, that relates to UpSlide and is unavailable to the public, including, amongst others, the Source Code and the List Price;
- (b) any performance test related to UpSlide;
- (c) all technical, commercial and trade-secret related information, including financial data, business or marketing strategies and plans, as well as product development programs.

The Receiving Party shall treat as confidential all Confidential Information that the Disclosing Party supplied.



The Receiving Party will neither use this Confidential Information under circumstances different from those expressly authorised by this Agreement, nor disclose such Confidential Information to a third party without the Disclosing Party's prior written consent.

The Receiving Party shall use the same measures to protect the Confidential Information that it takes with its own most confidential information, but in no event less than reasonable measures, to prevent the disclosure and unauthorised use of Confidential Information.

Notwithstanding the provisions in the previous paragraph, restrictions stipulated in this article do not apply to information that:

- (a) was independently developed by the Receiving Party without using Confidential Information from the Disclosing Party;
- (b) is brought to the Receiving Party's attention, unrestrictedly and without violating this Agreement, by a third party entitled to disclose aforesaid information;
- (c) belonged to the public domain at the time it was disclosed, or entered into the public domain through no act or omission from the Receiving Party;
- (d) is legitimately and unrestrictedly known from the Receiving Party at the moment of its disclosure.

Confidential Information may be disclosed pursuant to the orders of a court, public organisation or any other governmental authority. If so, the Receiving Party shall immediately notify the Disclosing Party of such disclosure, and endeavour to limit its impact, or prevent the public disclosure of this information. Neither delay nor failure by the Disclosing Party in exercising any right provided by this Agreement will be construed to be a waiver of that right, nor of the right to assert a claim about any future breach of this Agreement.

These obligations shall last for five (5) years after the termination of this Agreement.

## 11 DATA PROTECTION ACT

The Licensee has access to the personal data of the Users of the Supported Program for activation purpose. This access is limited to the Supported Program features usage statistics.

The Licensee has also access to personal data of the Users of the Supported Program for computer exploitation and provisioning purposes.

Each party shall be liable to the other party for processing operations relating to the activation of the software and the collection of statistical data related to the use of the Supported Program.

### 11.1 Obligations of the Editor

The Editor warrants and undertakes that:

- ▶ Personal data are collected, processed and transferred in accordance with applicable law, including the General Data Protection Regulation of 27 April 2016 from its effective date
- ▶ Relevant information has regularly been addressed to the users of the Supported Program
- ▶ The Editor requires the consent of the users when necessary
- ▶ The Editor has implemented technical and organizational measures so that any third party it authorises to have access to the personal data, including subcontractors, will respect and maintain the confidentiality and security of the personal data
- ▶ The Editor communicates to the Licensee relevant legislation that regulates data protection in the country in which it is established – or the references of this legislation, where relevant, and not including legal advice, upon his written request
- ▶ The Editor make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries defined as "Users" in the "DEFINITIONS" article – unless the clauses contain confidential information, in which case the Editor may remove such information. When information is removed, the Editor shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the Editor shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The Editor shall also provide a copy of the clauses to the authority where required.



## 11.2 Obligations of the Licensee

The Licensee warrants and undertakes that:

- ▶ Personal data are collected, processed and transferred in accordance with applicable law, including the General Data Protection Regulation of 27 April 2016 from its effective date
- ▶ The Licensee has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Editor (which will pass such notification on to the authority where required) if it becomes aware of any such laws
- ▶ Relevant information related to the Licensee data processing has regularly been addressed to the users of the Supported Program
- ▶ The Licensee has implemented technical and organizational measures so that any third party it authorises to have access to the personal data, including subcontractors, will respect and maintain the confidentiality and security of the personal data
- ▶ The Licensee has identified to the Editor a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the Editor, the users of the Supported Program and the authority concerning all such enquiries within a reasonable time
- ▶ At the request of the Editor, the Licensee will provide the Editor with evidence of financial resources sufficient to fulfil its responsibilities related to data protection (which may include insurance coverage)
- ▶ Upon reasonable request of the Editor, the Licensee will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the Editor (or any independent or impartial inspection agents or auditors, selected by the Editor and not reasonably objected to by the Licensee) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion
- ▶ The Licensee is limited to the description of the data processing set out in the Annex "Description of the data processing subject to joint liability"
- ▶ The Licensee will not transfer the personal data outside of the European Union unless it notifies the Editor about the transfer and takes all the appropriate measures to guarantee the lawfulness.

## 11.3 Liability of the parties on the regulation applicable to protection of personal data

Each party shall perform its obligations under these clauses at its own cost.

The parties will inform each other about the exercise of a right to rectify, delete, restrict or object any data processing, notify each recipient of the data and proceed to any rectification, deletion, restriction or objection on its own data processing.

The parties agree to respond to enquiries from data subjects and the authority ("CNIL") concerning processing of the personal data by the Licensee, in which case the Editor will still respond to the extent reasonably possible and with the information reasonably available to it if the Licensee is unwilling or unable to respond. Responses will be made within a reasonable time.

The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss

which they cause each other as a result of their breach of any of the provisions of this article that would induce the filing of a complaint by a data subject to the authority (in France, "CNIL").

Indemnification hereunder is contingent upon:

- ▶ the party to be indemnified (the "indemnified party") promptly notifying the other party (the "indemnifying party") of a claim/dispute
- ▶ the indemnifying party having sole control of the defence and settlement of any such claim
- ▶ the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.

## 12 OTHER STIPULATIONS

### 12.1 Assignment

Neither this Agreement nor any rights or obligations stipulated hereunder may be assigned or delegated (pursuant to applicable law or otherwise) by the Licensee without the Editor's prior written consent.



The Licensee expressly accepts that the Editor may assign, transfer or delegate all or part of the Agreement to any of its Affiliates, or else during a merger, spin-off, reorganisation or sale of an important part of the Editor's (or its successor's) assets or stock to another entity.

## 12.2 Waiver and Modification

No amendment, modification or waiver to any provision of the Agreement shall be effective unless it is written down and signed by authorised representatives of the Editor and the Licensee. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall be construed to be a waiver of such right.

## 12.3 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the French laws, without reference to any choice of law provisions. Any dispute which may arise between the Licensee and the Editor concerning the formation, construction, validity, performance and/or termination of this Agreement will be submitted to Paris Courts of competent jurisdiction, even if there should be multiple respondents or a contribution claim. This jurisdiction applies also to summary and conservatory proceedings. Notwithstanding the foregoing, the Editor will be entitled to bring actions relating to the protection of its intellectual property rights in UpSlide in the courts of any country where any infringement of these rights occurs or is alleged to occur.

## 12.4 Notices

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered either by overnight delivery service or by registered mail with return receipt requested, to the address of such specified party.

## 12.5 Independent Contractors

The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other party for any purpose; neither shall have any right or power to make a commitment on behalf of the other party.

## 12.6 Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified and interpreted so as to best accomplish the objectives of the original provision; the remaining provisions shall remain in full force and effect.

## 12.7 Complete Understanding

The Agreement, the Specific Conditions and the signed quote constitute the final, complete and exclusive agreement between the parties regarding the matter of the Agreement, and supersedes any prior or contemporaneous quote, presentation, convention and representation, related to this Agreement, given whether orally or in writing. The titles herein are used for information purposes only and are not part of the Agreement.

## 12.8 Force Majeure

Except for Licensee's obligations to pay the Editor hereunder, neither party shall be liable to the other party for any failure or delay –in executing an obligation– caused by reasons beyond control, such as fire, flood, earthquake, war, civil uprising, strikes or other social demonstrations. The Party affected by a force majeure event shall notify the other Party within a maximum fifteen (15) days as from the date on which aforesaid event occurred.

## 12.9 Subcontracting

The Editor reserves the right to delegate or subcontract, in whole or in part, delivery, installation and training hereunder to any company appointed by the Editor.

## 12.10 Advertising

The Licensee may only disclose that it acquired license rights from the Editor to use UpSlide.

The Editor may include the Licensee's name and the Licensee's logo in its customer lists, proposals to prospective or actual customers, internal management documents, annual shareholder reports of the Editor, or any document as required by laws or in force regulations. For any usage further quoting, the Editor shall also obtain prior approval of the Licensee about the use he intends to make of the name and logo of the Licensee.





## Annex A: Description of the data processing subject to joint liability

### Data subjects

Users of the Supported Program

### Purpose of data processing

- ▶ Protection of the licenses purchased by the Licensee. These data are used to ensure that the licenses are indeed used by current employees of the Licensee.
- ▶ Optimisation and management of the the licenses to adapt further features to the foreseeable evolution of observed and anticipated use.
- ▶ Detection of intensive use to train the users on observed usage scenarios.
- ▶ Detection of unused features to improve UpSlide's functioning.

Such data may not under any circumstances be used for surveillance or communicated to human resources to take decisions against users of the Supported Program.

### Data category

- ▶ Email
- ▶ Unique identifier of the machine used
- ▶ Name of the machine (within the meaning of Microsoft)
- ▶ Name of the domain to which the machine is connected
- ▶ Name of the User on the domain
- ▶ Version of Microsoft Windows used
- ▶ Version of Microsoft Office used
- ▶ Version of Upslide used
- ▶ Number of uses per day, per UpSlide feature