OPTONUM -TERMS OF SERVICES

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PREAMBULE.

Coexya, The Provider, is an IT services company specializing in development, engineering, consulting, technical assistance and project management and provide access to Optonum platform, which hosts two innovative solutions in the field of intellectual property rights, as well as its associated services (integration, maintenance, support, etc.).

The Optonum Solutions are modern and scalable solutions developed by the Provider for case and document management subscribers, built using advanced technologies including Backend Technology for server-side components, Frontend Technology for user interfaces, deployed on Cloud Infrastructure Provider using Container Orchestration Platform, and secured by Identity and Access Management Solution.

The Subscriber, a company specializing in [to be completed], wishes to have access to the Optonum platform available as a hosted service accessible via the Internet (SaaS mode) from a specialized Provider for the operation of the applications in the field of intellectual property rights, hereinafter the “Project”.

Access by the Subscriber to the Optonum platform and Optonum services implies the immediate and unreserved application of these Coexya Terms of Services (TOS) and disables all general conditions of the Subscriber.

ARTICLE 1 - Definitions

Capitalized terms used in this Agreement, whether in the singular or plural, shall have the meanings set forth below:

**Activation Date** is the date on which access to the Optonum Services is available to the Subscriber and its Users (access account provided); this date determines the start of the billing. Unless otherwise agreed by the Parties, access is provided no later than ten (10) business days after the signing of the Contract.

**Administrator** refers to the person(s) designated by the Subscriber to manage the Optonum Services configuration, user access rights, and system settings

**Anomaly**: means any malfunction of the Software or Application Service preventing the execution of all or part of the functionalities provided for in the Documentation, which is exclusively attributable to the Software or Application Service and is reproducible.

**Corrective Maintenance:** refers to technical support, i.e. the taking of telephone calls from the Subscriber, access to support by any means available to the Provider and the provision, where available, of Anomaly corrections and maintenance revisions.

**Data**: refers to the information, publications and, in general, the data in the Subscriber database, the use of which is the subject of the present TOS, and which may only be consulted by Users;

**Documentation**: refers to all documents provided to the Subscriber describing the functionalities and instructions for use of the Software or Application Service.

**External Users** refers to agents, attorneys, applicants, and other authorised third parties accessing the Optonum Services through dedicated account credentials, which may include members of the general public when services are made publicly available.

**Functionalities** mean the functions of the Optonum Solutions that are listed and described in Annex 1 of this TOS, or individually, a functionality, that is, designating one of the functionalities mentioned in said article.

**Identification Methods** means the secure access methods provided to users, including Single Sign-On (SSO) authentication for internal users and dedicated account credentials for external users, to access and process documents within their authorised scope.

**Instance** refers to the deployment model of the Optonum Platform:

* **Shared Instance**: where multiple Subscribers share the same infrastructure with strict logical data isolation.
* **Dedicated Instance**: where a Subscriber benefits from a fully isolated and customisable environment.

**Optonum Platform** refers to the complete technical infrastructure and software environment that enables the delivery of Optonum Services, including all solution components, interfaces, and tools necessary for case management and examination operations**.**

**Optonum Portal** serves as the centralised access point for all Optonum Solutions and tools, enabling Administrators to manage user accounts, access subscribed services, and perform administrative tasks.

**Optonum Services** refers to the integrated SaaS solution for comprehensive case and document management, encompassing all services, applications, and infrastructure provided by the Provider.

**Optonum Solutions** refers to the two following solutions provided through the Optonum Services, the operational functions are listed in Annex 1 of the TOS:

* **Ptolemy**: case and document management capabilities
* **Acsepto**: trademark and designs search capabilities

**Optonum Tools** refers to the supporting applications and utilities provided through the Optonum Platform:

* **Argos**: Monitoring and performance tracking system
* **DataHub**: Data exchange and integration tool
* **Docs**: Document management system
* **Templates**: Document template management tool

**Pricing Conditions** refers to the cost at which the Optonum Services are invoiced to the Subscriber included in Annex 3 of these TOS, varying according to the type of instance (shared or dedicated), the subscribed services and solutions (Ptolemy and/or Acsepto), and the selected Subscription Level.

**Publisher**: refers to the publishers of the software making up the solution to develop and market the software, in particular [to be completed].

**Saas Mode**: means the Optonum Solutions provided through a subscription including services.

**Service or Application Service:** refers to the service offered in SaaS mode by the Service Provider, enabling the Subscriber to use the Optonum Solutions.

**Scope** refers to the extent of Optonum Services usage authorised under the TOS, including the number of users, selected solutions (Ptolemy and/or Acsepto), processing volumes, and any specific limitations

**Subscription Level** refers to the specific set of functionalities, processing capacity, and support services subscribed to by the Subscriber as detailed in Annex 1 of these TOS.

**User:** refers to the person under the Subscriber's responsibility (employee, representative, Subscriber's Subscriber, etc.) who has access to the Solution by virtue of the user license contractedby the Subscriber (including Internal Users and external Users).

ARTICLE 2 – Contractual Documents

The documents listed below constitute the entire agreement between the Parties with respect to its subject matter and supersede and cancel all prior representations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements between the Parties with respect to the same subject matter.

This document and its annexes constitute the entire contract. These TOS (hereinafter referred to “Terms of Services”) shall prevail over any other document, including the general terms and conditions of purchase issued by the Subscriber and appearing in particular on its purchase orders.

The contractual documents must be interpreted as forming a coherent and indissociable whole, each one complementing and clarifying the other both technically and legally. In the event of any discrepancy between these documents, the descending order of priority is defined as follows:

* the Terms of Services
* the annexes to the terms of services
* If any the purchase order

No modification may be made to the TOS without an amendment being signed by both parties.

ARTICLE 3 – Purpose

The purpose of these TOS is to define the terms and conditions under which the Provider will provide the Subscriber with the Optonum Services. The Optonum Services will be performed in accordance with Annex 1 “Description of the Optonum Services”.

The Provider grants the Subscriber, who accepts:

* a right of final use of the Optonum Platform, the Optonum Portal and the Optonum Solutions;
* a set of services as defined below, in particular data hosting, maintenance related to the Optonum solutions and technical assistance.

ARTICLE 4 – service duration and renewal

These TOS are applicable on the earliest of the following dates: access to the Optonum platform by the Subscriber or signature of the Contract by the Subscriber.

Unless otherwise agreed by the Parties, the service purchase order related to these Tos is subscribed for a minimum duration of 12 months. This minimum duration is counted from the date of commissioning, as evidenced by the signature of the technical acceptance report, or when the system goes into production.

It is then renewable by tacit agreement for periods of one (1) year, unless terminated by either party by registered letter with acknowledgement of receipt sent no later than three (3) months prior to the effective renewal date.

ARTICLE 5 – Description of Optonum Services

5.1 Optonum Solutions

The Provider provides the Subscriber with Optonum Solutions accessible on its server via the Internet.

Under the terms of the “Rights of use” article, the Provider grants the Subscriber the non-exclusive right to use the Optonum Solutions designated in Annex 1.

5.2 Hosting

The Optonum Solutions and the Subscriber Data are hosted by a third-party Provider chosen from among the best on the market, which makes every effort to ensure the permanence, continuity and quality of the services it offers. Accordingly, the Provider will endeavor to provide a hosting service enabling access to the hosting provider's servers and to the Internet network twenty-four hours a day (24/24) and seven days a week (7/7). The Subscriber hereby acknowledges that fluctuations in bandwidth and the vagaries of the Internet Provider may lead to discontinuity in access to the equipment and materials hosted beyond the control of the Provider or Hosting Company. For the purposes of this Agreement, the Optonum Solutions and Subscriber Data are hosted by COEXYA, which the Subscriber acknowledges and accepts.

5.3 Subscriber’s network

All Users acknowledge that access to the Optonum Services requires Internet connectivity through their chosen provider, at their own expense, and that:

* Network reliability may vary due to infrastructure limitations, and occasional disruptions or performance issues may occur
* Users are responsible for securing their equipment and data against viruses and cyber threats

As the Subscriber is free to choose its own telecommunications network, the Provider will not provide any guarantee concerning the performance or proper operation of the Subscriber's network. Consequently, the Provider does not guarantee that the Optonum Services will operate in an uninterrupted and error-free manner, nor can it be held responsible for any unavailability or slowdown of the Optonum Services.

It is therefore the Subscriber's responsibility to take all necessary steps to secure the network with the chosen operator. The Provider draws the Subscriber's attention in particular to the importance of choosing the operator's product, and in particular the back-up option it may offer by setting up a parallel line in the event of network interruption.

The Subscriber must also comply with the technical requirements specified in the TOS.

Subscriber network line interruptions will not be included in the unavailability times defined in Annex 1.

The Provider provides no guarantee regarding communication infrastructure and cannot be held responsible for any malfunction of these means of communication. Consequently, the Provider shall not be held responsible for any unavailability or degraded performance of the Optonum Services that results from network-related issues.

The Provider is not in a position to guarantee the continuous availability of the Optonum Services, executed remotely via the Internet, which the Subscriber acknowledges, particularly for services accessed by External Users

5.4 Rules for use of the Service

In order to use the Service offered by the Subscriber, the latter must have informed his Users and authorized third-party Users of the conditions of use laid down by the Service Provider.

The Subscriber undertakes not to:

* circumvent or exceed the technical or functional limitations associated with the Optonum Service provided by the Service Provider,
* use the Optonum Service in a manner contrary to the legislation in force in the territories where the Service will be operated,
* resell or redistribute the Optonum Service or any part thereof without the express and formal agreement of the Service Provider,
* use the Optonum Service, which is the subject of the Contract, to host software for commercial purposes,
* upload, publish or distribute content that is illegal, defamatory or in breach of any regulations in force in the territories where the Optonum Service is to be used,
* upload, publish or disseminate content in breach of regulations concerning piracy, counterfeiting, copyright and other property rights,
* use the Optonum Service to sell, market, distribute or promote illicit or illegal goods or services,
* use any part of the Optonum Service as a destination for unsolicited commercial mailings or e-mails,
* use any illicit means to modify, redirect or attempt to redirect the service.

It is the Subscriber's responsibility to respect the volume thresholds indicated in these TOS and to inform the Provider of any increase in its processing capacity requirements.

These TOS may not be considered as a transfer of all or part of the intellectual property rights relating to the Optonum Solutions, the Optonum Platform or any of the Optonum Services. No provision may be interpreted as implicitly granting the Subscriber, in any way whatsoever, a right other than a right of access to the Optonum Services.

The Subscriber does not acquire any right to the source codes of the Optonum Services, including its solutions Ptolemy and Acsepto, the Provider reserving the sole right to modify them to correct any defects or to develop the solutions.

The Subscriber is prohibited from transferring, providing, lending, renting the access provided, granting sub-licences, leases or other rights, or more generally, communicating to any third party all or part of the Optonum Services, except for the explicitly granted rights to External Users as defined in the TOS.

In addition, the Subscriber is not authorised, except with the written consent of the Provider, under the terms of this TOS to:

* Sell, lease, sublicence or otherwise distribute the Optonum Services
* Use the Optonum Services to provide case management, search, or examination services of any kind beyond its official capacity

In the event that the Subscriber wishes to obtain the information required to implement the interoperability of the Optonum Solutions with other software developed independently by the Subscriber (such as existing management systems or public databases), and this for a use that remains consistent with its purpose, the Subscriber undertakes, before undertaking any operation in this sense, to consult the Provider in advance, who may provide it with the information required for this interoperability, in return for a financial contribution corresponding to the work carried out.

The documentation, interfaces, tools, and solutions are and remain the sole and exclusive property of the Provider. The Subscriber may not reproduce the documentation without the prior written consent of the Provider.

ARTICLE 6 – Maintenance

The Provider is responsible for the corrective and evolutionary maintenance of the Solutions.

**Corrective Maintenance** - The support services provided by the Provider and the procedures for reporting faults by the Subscriber are specified in Annex 1.

The Provider will not carry out Maintenance services, without being held liable, in the following cases:

* refusal by the Subscriber to cooperate with the Provider in resolving Anomalies, and in particular to respond to questions and requests for information;
* refusal by the Subscriber to upgrade its own software and equipment to bring them into line with the prerequisites for using the Optonum Solutions;
* use of the Optonum Services in a way that does not comply with their intended purpose or Documentation;
* unauthorized modification of the Solutions by the Subscriber or a third party;
* failure by the Subscriber to meet its obligations under this Agreement;
* installation of any software package, software or operating system that is not compatible with the Optonum Services;
* failure of electronic communication networks;
* deliberate acts of damage, malice or sabotage;
* deterioration due to force majeure or misuse of the Optonum Services.

However, the Provider may be responsible, at his choice and as far as possible, for resolving the malfunctions caused by the cases listed above, according to its rate of services in effect on the date of intervention. These services will not fall within the scope of these TOS and will be subject to separate billing.

**Scalable maintenance** - The Subscriber benefits from updates and functional evolutions of the Optonum Solutions.

The corrections and evolutions of the Optonum Solutions are expressly subject to the TOS.

Interventions related to these maintenances can make the service temporarily unavailable. They are carried out in accordance with the procedures specified in Annex 1.

The Provider will inform the person in charge (contact/correspondent) Subscriber by email of the functional developments available on the concerned site.

ARTICLE 7 – Obligations of the Parties

The Provider will not carry out Maintenance services, without being held liable, in the following cases:

7.1 General obligation of collaboration of the Parties

The Parties undertake to collaborate closely in order to allow the smooth running of the Application Service.

The Parties undertake to provide each other with mutual assistance and assistance to quickly overcome any difficulties and/or incidents that may arise during the execution of the Optonum Service. In which case, this aid and/or assistance shall not exempt a defaulting party from its liability and the performance of its obligations under these TOS.

7.2 obligations of the Subscriber

It is the responsibility of the Subscriber, prior to any intervention by the Service Provider, to take all appropriate security measures and to implement all procedures necessary for the protection and backup of its files, information, programs, databases, etc.

The Provider only intervenes once the prerequisites have been successfully completed by the Subscriber.

The Subscriber is responsible for the suitability of the Optonum Services for its case and document management needs. The Subscriber acknowledges that it has received from the Provider all the necessary information enabling it to assess the suitability of the Optonum Services for its needs.

The Subscriber specifically acknowledges that the case management processes implemented through Ptolemy and the search and examination services provided by Acsepto must be used in accordance with applicable laws and regulations.

The data management and processing are confidential and carried out under the entire responsibility of the Subscriber, which declares that it is authorised to perform these operations.

 Each User, whether Internal User or External User, under the responsibility of the Subscriber, recognises and guarantees that they will only use the Optonum Services in strict compliance with:

* Applicable laws and regulations
* Data protection regulations
* Subscriber 's internal procedures and guidelines
* The terms of use of the Optonum Services

The Subscriber declares that it is fully aware that the Provider does not choose, control, intervene or interfere in the case management activities initiated by its Users. The Provider has no knowledge or control over the applications, examination decisions, and associated data, and merely provides the Optonum Services for processing these elements.

The Provider cannot in any way be held responsible for the accuracy or legality of the decisions made through the Optonum Services. This responsibility lies exclusively with the Subscriber.

The Subscriber is solely responsible for:

* The accuracy of examinations and decisions
* The proper use of all Optonum Services (including Ptolemy, Acsepto, Data Hub, Templates, and all associated tools)
* The management of user access rights
* The integrity of data processed through the Optonum Services

In order to allow the Optonum Services to perform their functions effectively, the Subscriber acknowledges that it is fully aware of the need to:

* Maintain proper backup procedures
* Ensure data integrity
* Follow recommended archiving practices
* Implement appropriate security measures
* Monitor system usage and performance

7.3 Provider’s obligations

The Provider undertakes to:

* Ensure the availability of the service in accordance with the conditions described in Annex 1 "Description of the Service";
* Ensuring the protection of the Subscriber’s Data;
* Keep the platform up to date and apply the latest available security patches.

ARTICLE 8 – Financial conditions

The Pricing Conditions granted by the Provider are included in annex 3 of this TOS. These conditions may vary according to:

* The selected Optonum Solutions (Ptolemy and/or Acsepto)
* The Service Level
* The Instance type (shared or dedicated)
* The Scope as detailed in the TOS

8.1 Application Service Price

The fixed, firm prices payable by the Subscriber to the Provider for the Optonum Services, invoicing and payment conditions are specified in Annex 3 of these TOS.

The parties expressly declare that they accept the prices, billing methods and payment conditions set out therein for each of the different supplies delivered by the Service Provider.

The price is subject to change. In the event of a price increase for the Optonum Service or an option, the Provider shall inform the Subscriber thereof in advance, subject to thirty (30) days' notice. The latter may oppose the increase in the month following this information subject to justifying the unreasonable nature of this increase. Failing this, the increase will be deemed accepted by the Subscriber. In the event of a price reduction, the Provider may automatically make the benefit from it.

Invoices are payable by transfer to the account opened by the Service Provider.

In case of a:

1. Regulatory amendment,
2. Significant increase in the price of supplies, licenses and accommodation related to the Service provided by the Provider,

the Subscriber expressly accepts, without compensation or right of termination, that the Provider will reflect the impact of these changes on the prices of the Services.

8.2 Billing

The Subscriber is billed annually according to the volume indicated on the purchase order.

8.3 Variation of the Scope / subscription level

The Optonum Solutions usage is limited to the Scope defined in the TOS, including:

* The specific Optonum Solutions subscribed to (Ptolemy and/or Acsepto)
* The number of authorised Users (Internal Users and External Users)
* The processing capacity
* The database access limits

Should the Subscriber wish to modify the Scope, the following conditions apply:

* Any increase in Scope (additional services, increased capacity, or expanded access) requires written notification to the Provider
* The Provider shall propose updated Pricing Conditions for the new requested Scope
* Additional Internal Users will be subject to supplementary fees based on the number of users and granted rights
* Signature of the order form attached to these present TOS by the Subscriber with the new conditions agreed upon

The Subscriber may request the upgrade to a higher subscription level at any time, subject to the pricing conditions in effect. The upgrade becomes effective no later than thirty (30) days after acceptance of the request by the Provider.

8.4 Payments terms

All payments are due within thirty (30) days from the date of issue of an invoice to the Subscriber by the Service Provider. Any payment shall be deemed to have been made when the full amount has been definitively received by the Provider.

The arrival of the due date for one or more invoices is an automatic formal notice to pay from the Subscriber, without any formality.

8.5 Late payments

The sums invoiced to the Subscriber and not paid within the indicated time, in accordance with L. 441-10 of the Commercial Code, shall bear interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points from the day of their payment due to the day of actual payment and this automatically, without prior notice, interest being due by the sole fact of the expiration of the contractual term.

Furthermore, the Provider may send a formal notice by registered letter with acknowledgment of receipt request to the Subscriber. In the event of non-payment of said invoice, due to these TOS or other orders binding the Parties, persisting beyond a period of fifteen (15) calendar days from receipt of said formal notice, the Provider will suspend all its services under these TOS and any other orders received from the Subscriber.

Furthermore, any delay and/or non-payment will be considered as a breach of an essential obligation and may lead to the termination of the TOS by the Provider due to the exclusive wrongs and grievances of the Subscriber. It is expressly agreed that all expenses and costs incurred by the Provider for the recovery of unpaid amounts will be borne by the Subscriber.

ARTICLE 9 – infringement warranty

The Provider declares to be vested with all rights over the Optonum Solutions and Optonum Services, objects of these TOS and to have obtained, where applicable, all necessary authorizations. Any act of infringement or likely to be so qualified that would be the act of a third party and of which the Subscriber would have knowledge must be reported by him to the Provider who will do his business prosecution to carry out. For its part, the Subscriber undertakes to notify the Provider immediately of any infringement of the Optonum Solutions of which it is aware, the Provider then being free to take the measures it deems appropriate.

ARTICLE 10 – Confidentiality

Each of the Parties undertakes, with regard to the content of the provisions of the Contract, as well as the information from the other Party that it may have in the context of the negotiation and execution of the Contract, as soon as this information is of a sensitive nature, particularly from a financial, ethical, economic, technical or commercial point of view, or when it is declared as such by the other Party (hereinafter, the "Confidential Information"), to:

* keep them strictly confidential and refrain from communicating them to anyone, except for the purposes strictly necessary for the proper performance of the Contract,
* refrain from exploiting them, directly or indirectly, or allow their exploitation by a third party under their control, for any purpose other than the proper execution of the Contract.

The Provider undertakes in particular to keep strictly confidential all Information collected as a result of its presence on the Subscriber’s premises and to observe the utmost discretion regarding the techniques, means and processes of the Subscriber, of which it would have been led to share the knowledge of the fact of the execution of the Contract.

The Parties shall maintain strict confidentiality regarding all technical information pertaining to the Optonum Services (including Ptolemy, Acsepto, Data Hub and Templates), implementation and configuration details, business processes and workflows, financial terms and conditions, Subscriber operations and data, and any technical or business information exchanged during the execution of the Contract.

The Subscriber specifically undertakes not to disclose any information relating to:

* The Optonum Services technical architecture
* System configurations
* Integration methods
* The Provider's proprietary processes and methodologies

The term "Confidential Information" does not, however, cover Information that:

* are already known to a Party at the time of their disclosure, without any obligation of confidentiality incumbent on it to provide proof thereof;
* have fallen into the public domain on the day of their disclosure, or who become so;
* are legitimately obtained from a third party;
* are developed independently by one of the Parties;
* are disclosed under a legislative or regulatory provision Parties.

The obligation of confidentiality applies from the issuance by the Subscriber of its expression of needs and will continue for five (5) years from receipt of the Confidential Information. This article will survive the termination or expiration of these TOS for any reason whatsoever.

The clauses of the TOS, intervening between the Parties, are deemed confidential, and as such, they may not be published or communicated to unauthorized third parties in any form whatsoever, without the prior written consent of the other Party.

ARTICLE 11 – Processing and protection of personal data

Within the framework of their contractual relations, the Parties undertake to comply with the regulations in force applicable on the date of signature of the TOS to the processing of personal data, in particular: the (EU) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, of 27 April 2016 applicable as from 25 May 2018 (hereinafter "the European data protection regulation" or "GDPR"), the Data Protection and Freedom Act of January 6, 1978 in its current version, the law n° 2016-1321 of October 7, 2016 for a digital Republic.

Where necessary, it is specified that the term «Personal Data» means any information relating to an identified natural person or which can be identified, directly or indirectly, by reference to an identification number or to one or more elements specific to it, in the context of this TOS.

The Subscriber has chosen to use the Provider for the implementation of the Service and as such, the Provider may be required to process personal Data.

The Provider may subcontract the services covered by these Terms to its Subcontractor, (hereinafter, and only for this article, "the Subsequent Subcontractor").

In this respect, these TOS are supplemented by a contractual Annex "Protection of Personal Data" which has the same value, and which forms an integral part of the said Contract and aims to regulate the relations between the Parties regarding the processing of Personal Data to which the Sub-subsequent processor will have access within the framework of the execution of this Agreement.

The Subcontractor undertakes to use the Personal Data entrusted to it by the Final Subscriber in strict compliance with the contractual Annex "Personal Data" and the legislation and regulations in force, and notably the Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ('GDPR').

The Subcontractor guarantees a level of security adapted to the risk, by implementing appropriate technical and organizational measures taking into account the state of knowledge, implementation costs, nature, scope, context and purposes of the processing, as well as risks for rights and freedoms.

ARTICLE 12 – Intellectual Property

The Provider grants the Subscriber a personal, non-exclusive, non-assignable and non-transferable right to use the Optonum Service, for the entire duration of the Contract and for the whole world. The is in no way authorized to assign all or part of this Contract to a third party.

The right of use is understood as the right to represent and implement the Optonum Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network. The Subscriber may in no case make the application service available to a third party and strictly forbid any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

The Subscriber may only use the Optonum Services and Optonum Solutions in accordance with its needs and their Documentation and subject to what is specified in Annex 1. In particular, the license relating to the Optonum Solutions is granted only for the sole purpose of allowing the Subscriber to use the Optonum Services within the framework of its activity, to the exclusion of any other purpose.

The right of use is understood as the right to represent and implement the Optonum Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network.

The Subscriber agrees to use the Optonum Services exclusively for the needs of their company, in accordance with current regulations, and shall not under any circumstances:

1. make the Optonum Services available to a third party (other than a User), in particular through resale, sublicensing, rental or time-sharing;
2. send or store malicious code;
3. attempt to obtain unauthorized access to the Application Service or the Data it contains, nor disrupt their integrity or proper functioning;
4. modify, copy or create derivative developments, based on the Application Services;
5. disassemble the Application Services;
6. access the Optonum Services for the purpose of creating a competing product or service or copying its features or user interface;
7. use the Optonum Services or permit its use to conduct evaluations, performance tests and other comparative analyses intended to be published without the prior written consent of the Provider;
8. or allow a direct competitor of the Provider to access the application services.

The Subscriber is and remains the owner of all the Data he uses via the Services within the framework of the Contract.

The Subscriber shall not have any intellectual property rights to the Optonum Solutions, which shall remain the full and exclusive property of the Provider. This includes:

* All backend services and components developed with Backend Technology
* All frontend interfaces developed with Frontend Technology
* All components of the Optonum Services, specifically Ptolemy and Acsepto solutions
* Any customisations and configurations made for the Subscriber
* All associated documentation and technical materials

The Provider is and remains holder of the property rights relating to any element of the Optonum Services made available to the Subscriber, as well more generally than the computer infrastructure (software and hardware) implemented or developed within the framework of the Contract.

The Subscriber undertakes not to reproduce any element of the Software, or any documentation concerning it, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Subscriber may not assign all or part of the rights and obligations resulting from the Contract, whether in the context of a temporary assignment, a sublicense or any other contract providing for the transfer of said rights and obligations.

The Subscriber remains the owner of all data processed through the Optonum Services, including:

* All case applications and registrations
* All examination results and decisions
* All digital productions and official publications
* All correspondence and communications generated through the system
* All classification and search results
* All user-generated content and customisations

ARTICLE 13 – liability

Each of the Parties assumes responsibility for the consequences resulting from its mistakes, errors or omissions, as well as the mistakes, errors or omissions of its potential subcontractors and causing direct damage to the other Party.

Furthermore, and in the event of proven fault by the Subscriber, the Provider will only be liable for compensation of the pecuniary consequences of direct and foreseeable damages resulting from the performance of the Services.

Consequently, the Provider may under no circumstances incur liability for indirect or unforeseeable losses or damages of the Subscriber or third parties, which includes in particular any lost profits, loss, inaccuracy or corruption of files or data, commercial damage, loss of turnover or profit, loss of clientele, loss of opportunity, cost of obtaining a substitute product, service or technology, in connection with or arising from the non-performance or wrongful performance of services.

In any case, the amount of the Provider’s liability is strictly limited to the amount of the annual fee under which for the current year the Provider’s liability is incurred.

The Provider cannot, furthermore, be held responsible for the accidental destruction of Data by the Subscriber or a third party who has accessed the Services using the Identifiers provided to the Subscriber.

The Subscriber assumes any editorial responsibility for the use of the Application Services.

The Subscriber is solely responsible for the quality, lawfulness and relevance of the Data and content it transmits for the purposes of using the Services. It also guarantees to be the owner of the intellectual property rights allowing it to use the Data and content. Consequently, the Provider shall not be held liable in the event of non-compliance of the Data and/or content with laws and regulations, public order or the needs of the Subscriber.

The Subscriber guarantees the Provider at first request against any prejudice resulting from its being challenged by a third party for a breach of this guarantee.

More generally, the Subscriber is solely responsible for the content and messages broadcast and/or downloaded via the Services. The Subscriber remains the sole owner of the Data.

ARTICLE 14 – Insurance

The Provider declares that it has taken out and maintains valid the necessary insurance policies to cover the risks and responsibilities incumbent on it, both under common law and contractual commitments.

The Subscriber declares that he has been informed of the IT risks related to his IT project and that his insurance policy covers these risks and the financial consequences that may result from them, including personal injury, material and immaterial that may be caused to people or property of the Subscriber, the Provider, or any third party concerned.

ARTICLE 15 –Non-sollicitation

The Parties undertake during the duration of the project, and for a period of twenty-four (24) months after its end, not to hire or employ directly or through an intermediary person or company, any person who would have been an employee, agent, consultant, intervener of the other Party, having participated in the execution of the Contract, whatever its specialization, without a prior written agreement from the other Party, even in the case where the solicitation would come from the employee himself.

In the event that one of the Parties does not comply with this commitment, it undertakes to compensate the other Party by paying them an indemnity equal to the total gross remuneration paid to this employee during the twelve (12) months preceding their departure.

Each of the Parties is concerned about the application of this prohibition to other companies in the Group to which it belongs.

ARTICLE 16 – Force majeure

The responsibility of each party will be released in the event that it becomes impossible for them to perform part or all of their obligations due to the occurrence of events having the character of force majeure or unforeseeable circumstances, as usually retained by French law.

The Party witnessing the event must immediately inform the other party of its inability to perform its service. The suspension of obligations or the delay may in no case be a cause of liability for non-performance of the obligation in question, nor induce the payment of damages or penalties for delay.

ARTICLE 17 – Compliance

17.1 Definitions

For the purposes of this article, the Parties agree to use the following definitions:

"Anti-Corruption Regulations" means:

1. all the French legal and regulatory provisions relating to the fight against corruption and trading in influence, in particular those contained in Book IV, Title III «Of attacks on the authority of the State» and Title IV «Of attacks on public trust» of the Penal Code and
2. foreign regulations relating to the fight against corruption with extraterritorial scope, notably American (Foreign Corrupt Practices Act) and British (UK Bribery Act) to the extent that these are applicable.

'Economic Sanctions Regulations' means the restrictive measures adopted, administered, imposed or implemented by the United Nations Security Council and/or the European Union and/or the French Republic through the General Directorate of the Treasury and/or the US government through the Office of Foreign Assets Control (OFAC) of the United States Treasury and/or the Bureau of Industry and Security (BIS) of the United States Department of Commerce and/or the United Kingdom through Her Majesty’s Treasury of the British Treasury and/or any other equivalent authority imposing restrictive measures, to the extent that these are applicable.

"Regulations relating to the fight against money laundering and terrorist financing" means

1. all French legal and regulatory provisions relating to the fight against money laundering, notably those contained in Book III, Title II "Other crimes against property" of the Criminal Code, and relating to the fight against the financing of terrorism, notably those contained in Book IV, Title II "Of Terrorism" of the Criminal Code as well as those contained in Book V, Title VI "Obligations relating to the fight against money laundering, terrorist financing activities, prohibited lotteries, games and betting and tax evasion" of the Monetary and Financial Code and
2. foreign regulations relating to the fight against money laundering and terrorist financing to the extent that they are applicable.

17.2 Compliance with regulations relating to economic sanctions

The Parties undertake to comply with all the Regulations relating to Economic Sanctions.

Each of the Parties, its subsidiaries and, to the best of its knowledge, their respective representatives, corporate officers, directors and employees

1. are not currently subject to or subject to the Economic Sanctions Regulations,
2. are not currently located, organized or resident in a country or territory that is covered by or subject to, or whose government is covered by or subject to, any of the Economic Sanctions Regulations and/or
3. are not engaged in activities that would be prohibited by the Regulations on Economic Sanctions.

17.3 Fight against corruption

The Parties undertake to comply with all Anti-Corruption Regulations.

Insofar as a Party is subject to the provisions of Article 17 of Law No. 2016-1691 on transparency, the fight against corruption and the modernization of economic life, the latter declares that it has taken all the necessary measures and, in particular, adopted and implemented adequate procedures and codes of conduct to prevent any violation of these laws and regulations relating to the fight against corruption and trading in influence.

Each of the Parties undertakes to inform the other Party:

1. of any indictment or equivalent measure made on the basis of one of the Anti-Corruption Regulations;
2. any conviction - in the first and, where applicable, the last instance - against him or a person acting on his behalf on the basis of one of the Anti-Corruption Regulations;
3. in case of appearance of his company on one of the exclusion lists of the following international institutions, publicly accessible: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and Inter-American Development Bank;
4. any signing of a settlement agreement relating to a violation of one of the Anti-Corruption Regulations by the Provider or any person acting on its behalf.

17.4 Fight against money laundering and terrorist financing

Each Party undertakes to comply with all the Regulations relating to the fight against money laundering and terrorist financing.

The breach of the aforementioned obligations as well as the occurrence of an event may result in the termination of the Contract under the conditions provided for in the article «Termination» of the Contract.

17.5 Ethics and societal responsibility

Each Party wishes to respect and promote the principles of ethics and sustainable development.

In this context, the Subscriber acknowledges having read and adhere to the commitments of the Talan Group as stipulated in the Code of Conduct, the Gifts and Invitations Policy and the Internal Alert System, available on the Talan Group website at the following address: https://talan.com/a-propos/ethique-et-conformite/.

Furthermore, the Parties declare to respect the standards of international law and national law applicable to the Contract and in particular relating to:

1. fundamental human rights, in particular the prohibition of:

(a) the use of child labour and any other form of forced or compulsory labour;

(b) any form of discrimination within his company or against its suppliers or subcontractors;

1. to embargoes, arms and drug trafficking, and terrorism;
2. to trade, import and export licences and customs;
3. to the health and safety of staff and third parties;
4. at work, at immigration, at the prohibition of illegal work;
5. to environmental protection;
6. economic offences, including corruption, fraud, trading in influence (or equivalent offence under national law applicable to the contract), fraud, theft, misuse of corporate property, counterfeiting, forgery and use of forgery, and any related offence;
7. the fight against money laundering and terrorist financing;
8. to competition law.

As part of the execution of the Contract, each of the Parties undertakes to comply, in its own name and on behalf and for the account of its suppliers and subcontractors, with these same standards and in particular, taking into account the purpose of the Contract and the specific risks inherent in its activity, the standards relating to the fight against corruption, fraud and trading in influence.

ARTICLE 18 – Electronic signature

By express agreement equivalent to an agreement on proof, the Parties have agreed to electronically sign this Contract under private signature via the Docusign or AdobeSign service, the Parties agreeing to recognize this electronic signature as having the same value as their handwritten signature and to confer a certain date on the one attributed to the signing of this Contract by the Docusign or AdobeSign service.

Finally, each of the Parties acknowledges that:

1. under Article 1375, paragraph 4 of the Civil Code, the requirement of a plurality of originals imposed by Article 1375, al. 1 of the Civil Code is deemed satisfied with this Contract signed in electronic form in accordance with articles 1366 et seq. of the Civil Code and the implementing decree n°2017-1416 of September 28, 2017 and
2. the aforementioned electronic signature process used by the Parties to sign this Agreement on an electronic medium allows each of them to have a copy of this Agreement on a durable medium or to have access to it. Each signatory also acknowledges that the electronic signature solution offered corresponds to a sufficient degree of reliability to identify the signatories and to guarantee the link between their signature and the Contract.

ARTICLE 19 – Suspension / termination

19.1 Suspension / Termination for breach

The Provider reserves the right to suspend or terminate access to the subscribed Optonum services, and without the Subscriber being able to claim any compensation after notice has remained unanswered for a period of fifteen (15) days in case of:

* non-receipt of the Contract or absence of regularization of an incomplete file,
* false statement from the Subscriber,
* late payment of the invoices related to the Service.

The Provider also reserves the right to suspend access to the subscribed Optonum Services, without prior formal notice, after simple information of the Subscriber, and without the latter being able to claim any compensation, in the following cases:

* in case of the use of equipment seriously affecting the proper functioning of the Provider’s network,
* in case of configuration modification of the provided virtual or physical equipment,
* in case of abnormal or fraudulent use of the Optonum Service,
* in the event of a breach of the security of the Optonum Service as a result, in particular, of hacking attempts, denial-of-service attacks, or any other malicious activity.

The suspension or termination of the Optonum Service by the Subscriber results in the immediate payment of all amounts owed by the Subscriber. In case of suspension, periodic subscriptions continue to be charged according to the article «Financial conditions».

In the event of early termination for breach by the Subscriber, and without prejudice to any damages that the Provider may claim, the sums owed by the Subscriber shall be payable immediately, including:

* The costs of termination
* Any unpaid fees
* The monthly fees remaining due by the Subscriber until the end of the Initial Term of the Contract, subject to the Provider's duty to mitigate damages in accordance with European legal principles

The termination of the Contract shall not affect Provisions that by their nature should survive termination, including but not limited to confidentiality, intellectual property, and limitation of liability clauses.

19.2 Termination for convenience at the end of the minimum commitment period

At the end of the minimum commitment period provided for in the article «Duration of the Service», the Contract and/or the purchase order may be terminated by one of the Parties, by registered letter with acknowledgment of receipt, subject to compliance with a three (3) notice minimum month before the due date. When the Contract or, if applicable, a purchase order is tacitly renewed in accordance with the conditions set out in the article 'Duration of service', it may be terminated at any time under the same conditions.

In the event of a termination of the Application Service by the Subscriber, the remaining monthly payments due by the Subscriber for the terminated Service will be calculated based on the rate of the monthly subscription and the quantities subscribed to the Services concerned, excluding discount, on the date of its subscription.

19.3 Reversibility

At the end of the Contract, regardless of the reason for termination, the Subscriber shall benefit from a reversibility period according to the subscribed Optonum Services:

**Immediate Effects:**

* Write access to the Optonum Services (Optonum Portal, Optonum Solutions including Ptolemy and Acsepto) will be immediately deactivated
* Read-only access will be maintained for the reversibility period

**Reversibility Period (Three Months):**

The Subscriber will have read-only access for a period of three (3) months to:

* Download all data and documents stored in Ptolemy
* Export search results performed in Acsepto
* Retrieve reports and statistics generated through the Optonum Portal
* Extract user-generated content and customisations
* Obtain copies of all correspondence and communications

**Data Management:**

* Data stored on Shared Instances will be permanently deleted after this three-month period in accordance with European data protection standards
* For Dedicated Instances, the conditions for data restitution or deletion will be subject to a specific agreement compliant with applicable data protection regulations
* The Provider will provide reasonable assistance during the reversibility period to facilitate data export

**Subscriber Responsibilities:**

In all events, after the end of the Contract, the Subscriber is solely responsible for:

* The conservation and readability of exported data
* Ensuring compliance with applicable data retention obligations
* Maintaining backup copies of all exported information
* The Provider bears no obligation relating to the conservation or guarantee of readability of such data beyond the three-month reversibility period. It is the sole responsibility of the Subscriber to take the appropriate measures in this respect and to ensure continuity of its case and document management operations.

ARTICLE 20 – Assignment of these TOS

The Provider may assign, transfer or bring to a third party in any form whatsoever the rights and obligations arising from this Contract. He will inform the Subscriber in advance. In this case, the Subscriber expressly agrees that the assignment of the TOS releases the Provider from the obligations arising from the TOS in favor of the assignee from the date of the assignment.

Consequently, the Provider shall in no case be bound by the performance of the obligations arising from the Contract.

The Provider is expressly authorised to subcontract all or part of its Optonum Services for the purposes of implementing the Optonum Solutions, particularly with regard to cloud infrastructure deployment and management.

The Provider retains the right to transfer these TOS to any third party of its choosing, subject to maintaining equivalent service levels and data protection standards.

The Subscriber acknowledges and accepts by signing this document:

* The Subscriber shall not entrust a third party with the performance of all or part of its contractual obligations, nor make the Optonum Services available to any third party beyond the scope of authorized External Users who have been granted access to Optonum Services in accordance with this Contract
* The Subscriber shall not, under any circumstances, transfer these TOS or any of its rights and obligations to a third party

ARTICLE 21 – Applicable law – Assignment of jurisdiction

These TOS and its interpretation are governed by French law.

THE PARTIES WILL ENDEAVOUR TO SETTLE AMICABLY ANY DISPUTE RELATED TO THE INTERPRETATION AND/OR TO THE EXECUTION AND/OR TO THE VALIDITY OF THESE TOS.

FAILING AN AMICABLE RESOLUTION OF THE DISPUTE WITHIN A PERIOD OF THREE (3) MONTHS FROM THE NOTIFICATION OF THE DIFFICULTY INVOLVED, ANY DISPUTE ARISING FROM THE TOSSHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF PARIS, NOTWITHSTANDING MULTIPLE DEFENDANTS, APPEAL IN WARRANTY OR PRECAUTIONARY PROCEDURE OR REFERRED.

Done in Paris, the [to be completed]

|  |  |
| --- | --- |
| For the Provider  | For the Subscriber |
| [to be completed]Signature : | [to be completed] Signature : |

**ANNEX 1 – OPTONUM SERVICE DESCRIPTION**

Optonum is an integrated SaaS solution for comprehensive case and document management.

The Optonum Platform provides the complete technical infrastructure and software environment necessary for case management and examination operations, and notably in the case of IP.

Optonum includes:

* The Optonum Portal, which provides:
	+ User and rights management
	+ Access to Argos (System monitoring)
	+ Access to Templates (Templates configuration)
	+ Access to DataHub (Data exchanges)
* The Optonum Solutions:
	+ Ptolemy: case and document management capabilities
	+ Acsepto: trademark and design search capabilities

Without proper Identification Methods, no access to the Optonum Solutions and its components is permitted.

The Optonum Solutions provide access to various Functionalities through:

Optonum Portal

The Optonum Portal serves as the centralised access point for all Optonum Services. This secure platform enables Administrators to manage access and configure the system according to the Subscriber's needs.

Depending on their role and access rights, Administrators and Users can:

• Manage user accounts

- Creation, modification, deactivation

- Configure user roles and permissions

- Manage authentication and security settings

• Access subscribed Solutions (Ptolemy and/or Acsepto)

• Configure common features according to Service Level

- International classifications: Nice, Vienna, Locarno, CPC, IPC codes

- DataHub configuration: Imports and exports of data between Optonum Solutions and various organisations (WIPO, EUIPO, EPO) and external data sources

- Templates management: Create and customise communications using the integrated WYSIWYG Microsoft Word editor for generating letters and gazettes in Ptolemy and reports in Acsepto

• Monitor platform usage through Argos

- Supervision of technical metrics

- Application performance monitoring

- System health tracking and alert management

• Access documentation and support resources

Access rights and system settings are managed by the Administrator(s) designated by the Subscriber, through the Optonum Portal, in accordance with the Scope defined in the Contract.

Access to specific Functionalities is determined by:

* The User's role (Internal Users or External Users)
* The Service Level defined in the Contract
* The Scope of usage authorised under the Contract

The Subscriber acknowledges and accepts that the Services process case and document data according to the Service Level and Scope defined in the Contract.

No access to the Services and their components is permitted without proper Identification Methods.

Ptolemy: Case and Document Management

Ptolemy services are accessible exclusively to Subscribers that have subscribed to this component as specified in their Contract and according to their selected Service Level (Trademarks, Patents, Designs, Plant Variety Rights, Geographical Indications, Copyrights and Domain names & Company names):

• Complete process coverage: application, formal & substantive examinations, online publication & letter generation, registration, renewal, opposition, basic general requests

• Workflow and automated jobs

• Case browsing (Register) & search feature

• Communication with in-app discussions, letters & gazette generation

• Parties Management (physical and legal persons)

• Fees and payments management

• Customisable examination checklists

 Acsepto: Search and Examination Services for Trademarks and Industrial Designs

Access to Acsepto Solution is restricted to Subscribers that have specifically subscribed to this component in their Contract, with available Functionalities determined by the selected Service Level.

Available Functionalities include:

• Verbal and figurative trademark searches

 - Multi-alphabet processing for alphabetic and semantic similarities on trademark names

- Vienna search and image recognition on trademark pictures

- Multi-database searches (national trademarks, WIPO, EUIPO, company names, GIs, WHO, etc.)

- Customisable results reports

• Trademark classification management

* Customisable verbal and figurative coding tools

• Verbal and figurative design searches

- Multi-alphabet processing for alphabetic and semantic similarities on design titles

- Image recognition on design pictures

- Locarno Search

- Multi-database searches (national and international designs)

- Customisable results reports

• Design classification management

* Customisable verbal and figurative coding tools

• Administration tools

Access to specific Functionalities is determined by:

• The User's role (Internal Users or External Users)

• The Service Level defined in the Contract

• The Scope of usage authorised under the Contract

Optonum Subscription Levels

* **Subscription Structure and Common Services**

The Optonum Services are provided at three distinct subscription levels: Basic, Advanced, and Premium.

Regardless of the subscribed level, all Subscribers have access to:

• The Optonum Portal for centralised access to services and administration

• Data Hub for data exchange capabilities

• Templates for document management and generation

These core services are essential to the proper functioning of the Optonum Solutions and are provided to all Subscribers.

* **Functionalities by Subscription Level**

Basic Subscription Level

The Basic level provides access to:

• Core functionalities of Ptolemy and/or Acsepto (depending on the services subscribed)

• Standard support as defined in this Annex

Advanced Subscription Level

The Advanced level includes all elements of the Basic level, as well as:

• Integration with Docs document management system

• Enhanced functionalities of Ptolemy and/or Acsepto (depending on the services subscribed)

• Additional customisation options

• Standard support as defined in Article 8 of this document

Premium Subscription Level

The Premium level includes all elements of the Advanced level, as well as:

• Complete integration with Argos for comprehensive monitoring and auditing

• Full access to all available functionalities of Ptolemy and/or Acsepto

• Extended integration capabilities with external systems

• Advanced customisation options

• Extended support options

**Evolution between Subscription Levels**

The Subscriber may request the upgrade to a higher subscription level at any time, subject to the pricing conditions in effect. The upgrade becomes effective no later than thirty (30) days after acceptance of the request by the Provider.

Service Guarantees

* **Hosting**

The Optonum Platform is hosted on a Cloud Infrastructure Provider, using container orchestration technology for optimised and scalable resource management. This architecture ensures high availability and automatic service scalability. Authentication and access control are managed through an enterprise-grade identity management solution, ensuring robust security for access and data.

The Optonum Services are offered in two modes:

• Shared Instance, allowing resource pooling across multiple Subscribers with strict logical data isolation

• Dedicated Instance, providing a fully isolated and customisable environment for a country

The infrastructure is fully orchestrated as Infrastructure as Code and deployed in various regions worldwide according to Subscriber's needs. The Provider reserves the right to modify the location of its servers, subject to informing the Subscriber, while complying with applicable regulatory constraints regarding data location.

* **Service Availability**

The Provider implements all technical solutions at its disposal to allow access to the Optonum Platform and its Optonum Services 24 hours a day, 7 days a week, and is therefore subject to an obligation of means. Through the container orchestration architecture, the system automatically ensures:

• Load balancing

• Optimal resource allocation

• Self-healing in case of component failure

• Automatic scaling based on load

The Provider commits to providing an Optonum Service availability rate of 99.5% on a monthly basis, excluding scheduled maintenance periods.

This rate is calculated as the ratio between the actual availability duration of the Service and the total duration of the month, reduced by scheduled maintenance periods.

* **Scheduled Maintenance**

The Provider reserves the right, at any time, to suspend, limit or interrupt access to the Optonum Platform, its Optonum Services or certain pages in order to carry out maintenance operations, updates or modifications to the content or any other action deemed necessary for the proper functioning of the Optonum Platform.

Scheduled maintenance will be:

• Notified to the Subscriber at least seventy-two (72) hours in advance through the Optonum Portal

• Scheduled, whenever possible, outside the Subscriber's standard business hours

• Limited in duration to the time strictly necessary for completing the required technical operations

* **Emergency Maintenance and Service Interruptions**

These interruptions may also occur at the request of courts, in cases of force majeure, or in the event of cyber-attacks, without these causes giving rise to the right to payment of compensation, and all this without having to obtain the prior agreement of the Subscriber.

In case of imminent risk to the security, integrity, or stability of the Optonum Services, the Provider reserves the right to perform emergency maintenance without prior notice. The Provider will make its best efforts to inform the Subscriber of such interventions as soon as possible and to limit their impact on the use of the Services.

* **Monitoring and Performance Measurement**

The Provider ensures continuous monitoring of the Optonum Services through its monitoring and observability platform. Performance metrics are collected and analysed to maintain and improve service quality.

The Subscriber can access performance reports via the Optonum Portal, according to the subscribed service level.

* **Error Corrections - Updates - Further Developments**
* Evergreen Approach

The Provider adopts an "Evergreen" approach for Optonum Services, ensuring the Subscriber continuous access to the latest features, security enhancements, and bug fixes without requiring major migrations.

* Types of Updates

The Provider expressly reserves the exclusive right to intervene in the Optonum Platform to:

• Improve its use and Functionalities

• Correct any errors

• Develop new Functionalities

• Enhance the Optonum Services

These interventions may be carried out without having to obtain the prior consent of the Subscriber. The Provider maintains full discretion over the development roadmap of the Optonum Solutions and its components.

Optonum Services benefit from different types of updates:

• Security patches: Applied with priority to address identified vulnerabilities

• Bug fixes: Regularly deployed to resolve identified issues

• Minor updates: Providing incremental improvements to existing functionalities

• Major updates: Introducing new features or significant architecture changes

* Update Deployment

Updates are deployed according to a controlled process aimed at minimising the impact on the use of Services:

• Security patches and critical bug fixes may be deployed at any time

• Minor updates are generally deployed during scheduled maintenance windows

• Major updates are subject to prior communication, including documentation of new features and notable changes

* Compatibility

The Provider commits to maintaining compatibility of existing functionalities during updates. However, certain functionalities may evolve or be replaced by more efficient solutions. In such cases, the Provider will inform the Subscriber with reasonable notice.

* Test Environment

Depending on the subscribed service level, the Subscriber may benefit from prior access to major updates in a test environment, allowing them to familiarise themselves with new functionalities before their production deployment.

Support and Assistance

* **Support Access**

The Subscriber benefits from technical support accessible via the Optonum Portal.

This support includes:

• A ticketing system for reporting and tracking incidents

• A knowledge base documenting functionalities and standard procedures

• User guides and online tutorials

• Periodic reports on the status of Services (depending on the subscribed level)

* **Standard Support Hours**

Standard support is available on business days, Monday to Friday, from 8:00 AM to 6:00 PM (UTC+1), excluding public holidays as defined in the applicable Contract.

* **Incident Classification**

Incidents are classified according to their severity level:

• Critical: Complete interruption of Optonum Services or major malfunction making it impossible to use an essential functionality

• Major: Malfunction significantly affecting the use of Services but allowing operations to continue with restrictions

• Minor: Problem not significantly affecting the use of Services or for which a workaround exists

* **Response Times**

For standard support, the Provider will make its best efforts to meet the following deadlines (indicative deadlines):

• Critical Incidents: 4 business hours

• Major Incidents: 8 business hours

• Minor Incidents: 2 business days

* **Incident Management Process**

The incident management process follows these steps:

1. Incident reporting by the Subscriber through the Optonum Portal ticketing system

2. Incident acknowledgement and classification by the Provider's support team

3. Initial diagnosis and, if applicable, implementation of temporary workarounds

4. Resolution of the incident

5. Confirmation of resolution with the Subscriber

6. Closure of the incident ticket upon Subscriber approval

The Provider shall keep the Subscriber informed of the progress of incident resolution throughout the process.

* **Extended Support Services**

Extended support options may be available depending on the subscription level, offering:

• Extended support hours

• Faster response and resolution times

• Dedicated technical account management

• Proactive monitoring and incident prevention

Premium subscription level includes extended support options as specified in this document.

* **Training and Assistance**

The Provider provides:

• Initial training for Subscriber Administrators upon implementation as described in the applicable Contract

• Online training materials accessible through the Optonum Portal

• Regular webinars on new features and functionalities

Additional training sessions or on-site assistance may be arranged at the Subscriber's request and will be subject to separate quotation.

* **Regular Maintenance Communication**

The Provider shall provide regular communication regarding:

• Planned maintenance operations

• System updates and new features

• Known issues and their resolution status

• Best practices for optimal use of the Optonum Services

This information will be made available through the Optonum Portal and/or via email notifications to designated Subscriber contacts.

**ANNEX 2: PROTECTION OF PERSONAL DATA**

Within the meaning of the applicable European Data Protection Regulation, the Parties declare and acknowledge that the Subscriber is the controller (the "Controller") in that it is solely responsible for defining the Purpose and means of processing data collected from Users.

It is therefore the Subscriber’s sole responsibility to comply with the applicable provisions of Regulation (EU) 2016/679, and in particular the collection of prior authorizations for the processing of Users' personal data.

Within the meaning of the applicable European Data Protection Regulation, the Parties declare and acknowledge that the Provider is the Processor of the processing (the "Processor") in so far as it processes personal data made available to it on behalf, upon instruction and under the authority of the Subscriber.

As part of the Service covered by this contract, the Provider acknowledges that it may collect, store or transfer personal data belonging to the Subscriber or its Users.

It is expressly agreed between the Parties that within the meaning of the European Data Protection Regulation:

- Personal data means any information relating to an identified natural person or which can be identified, directly or indirectly, by reference to an identification number or one or more factors specific to that natural person.

- Any operation carried out on personal data constitutes in principle processing within the meaning of the Data Protection and Freedoms law.

The Provider acknowledges that all contractual commitments and measures defined in this Article (Protection of Personal Data) constitute essential and determining conditions of the Subscriber’s consent to conclude the Contract with the Service Provider.

**ARTICLE 1 DESCRIPTION OF THE PROCESSING SUBJECT TO SUBCONTRACTING**

The Provider is authorized to process on behalf of the Subscriber the personal data necessary for the provision of the Services as defined in Annex 1 of this contract.

|  |  |
| --- | --- |
| **Services provided***Summarize the services entrusted under the Contract.* | [TO BE COMPLETED: please specify the services that must be provided by the Provider] |
| **Nature of the Processing operations**Specify if the Processing consists of a collection, recording, organization, conservation, adaptation, modification, extraction, consultation, use, communication by transmission broadcast or any other form of provision, reconciliation or interconnection, locking, deletion or destruction of data. Example: data collection, retention, transfers, etc. | *Check the appropriate boxes:**☐ Collect.* *☐ Registration.**☐ Disclosure.**☐ Deletion.**☐ Modification.*☐ Restriction.☐ Use  |
| **Purposes of the Processing**Present the objectives of the Processing implemented through the Services entrusted in the Contract.Example: Ensure the maintenance of X software, database duplication, call center services, provide training to staff, conduct surveys, send emails on behalf of the Subscriber, etc.. |  |
| **Category(ies) of Data Subjects** *This is to specify the categories of persons whose data will be processed under this contract, whether or not it is the subject of the contract (collected, used, modified, etc.).*  | *Tick the appropriate boxes and complete where applicable.**☐ Clients of the Data Controller.* *☐ Employees of the Data Controller.* *☐ Suppliers of the Data Controller.* *☐ Other categories: [please specify]* |
| **Category(ies) of Personal Data** *Any information concerning an identified or identifiable natural person, in particular by reference to his/her name, identification number, location, or one or more physiological, genetic, economic, cultural or social factors specific to him/her.* | *Check the appropriate boxes and complete.**☒ Identification data (examples: name, first names, phone numbers, addresses, etc.)**If yes, [please specify]:**☐ Professional life data (examples: CV, training, diplomas, positions, professional titles, seniors, etc.)**If yes, [please specify]:**☐ Personal life data (examples: marital status, number of children, lifestyle habits, behaviors, etc.)**If yes, [please specify]:**☐ Economic / financial data (examples: bank information, RIB, IBAN, income, tax situations, etc.)**If yes, [please specify]:**☐ Connection data (examples: IP addresses, logs, etc.)**If yes, [please specify]:**☐ Other types of data (examples: data related to offenses, INSEE numbers, Social Security numbers, etc.)**If yes, [please specify]:* |
| **Special categories of personal data** *Also called "Sensitive data", such as any data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership and the processing of genetic data, biometric data and any processing of data concerning health, sexual life, criminal records and personal data relating to illegal or prohibited behaviors.**Examples: health data, social security number, political opinions, sexual orientation, etc.* | ☐ No. ☐ Yes. If so, [please specify]:☐ Health data☐ Data related to sex life or sexual orientation☐ Racial or ethnic origins☐ Religious views☐ Philosophical views☐ Union affiliations☐ Genetic data☐ Biometric data |
| **Location(s) of Processing operations****Examples:** data hosting in Argentina (specify precise address), assistance/support/hotline teams located in Tunisia (specify exact address), 2nd tier subcontractors with access to data located in India (specify exact address), etc. | [TO BE COMPLETED: please specify the location where the Treatments will be carried out (hosting, backup, maintenance, moderation, helpdesk, etc.)] Are there data transfers outside the European Economic Area?☐ No. ☐ Yes. If so, [please specify the guarantees in place]: |
| **Identity of the Service Provider’s subsequent subcontractors***Specify the corporate form and address of the subcontractor(s) that the Provider uses in connection with the Services.**Specify the services that have been entrusted by the provider to each subcontractor.**Example: subcontractor X provides data hosting, subcontractor Y provides assistance/support service, etc.* | [TO BE COMPLETED: please specify the subsequent subcontractors who will intervene on behalf of the Subcontractor]Are there any subsequent subcontractors (subcontractors of the Providers)? ☐ No.☐ Yes. If so, please complete the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Corporate name**  | **Outsourced Services**  | **Contact details**  | **Country**  |
|  |  |  |  |
|  |  |  |  |

 |
| **Duration of Processing operations** | [TO BE COMPLETED: Please specify the duration for which the Processing of personal data will be carried out] |

**ARTICLE 2 Ownership of data**

The data entrusted to the Provider by the Subscriber remains the property of the Subscriber for the entire duration of this Agreement.

Consequently, the Provider agrees not to:

(i) Claim any right to such data, nor, directly or indirectly;

(ii) Access to data, exploit them, modify or destroy them without the express instructions of the Subscriber.

The Provider is required to return the data at the first request of the Subscriber, under the technical and financial conditions, if any, defined between the Parties.

**ARTICLE 3 Obligations of subcontractor**

**Compliance with the processing purposes**

The Provider undertakes to use the data transmitted to it only for the purposes determined at the end of the Contract and only in accordance with the Subscriber’s instructions.

The Provider acknowledges that any other use is prohibited and constitutes a misuse of personal data within the meaning of article 226-21 of the Penal Code engaging the contractual and criminal liability of the Service Provider.

Furthermore, if the Processor considers that an instruction from the Subscriber concerning the Processing of data constitutes a violation of the European regulation on data protection or any other provision of Union law or the law of the Member States relating to data protection, he immediately informs the Data Controller by any written means.

Respect for data confidentiality

The Subcontractor guarantees the confidentiality of personal data processed under this contract in this respect, it undertakes to:

(i) Ensure that the persons authorized to process personal data under this contract:

a. Undertake to respect confidentiality or be subject to an appropriate legal obligation of confidentiality;

b. Receive the necessary training on personal data protection;

(ii) Take into account, where applicable, in the performance of the Services, the principles of data protection by design and by default**.**

***Respect for the rights of individuals***

It is the responsibility of the Data Controller to provide information to the persons concerned by the processing operations at the time of collecting the data.

The Subscriber undertakes, prior to each collection, to inform the data subjects in a fair and lawful manner through the clear and unequivocal written collection of their consent to the collection concerned by the processing.

To the extent possible, the Provider will assist the Subscriber in fulfilling its obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, erasure and opposition, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

In this context, the Provider will help the Subscriber, in order to respect the right of access, right of rectification or deletion of persons, to extract in a readable format the information available to the Service Provider, as part of the execution of the contract or in relation to it-here, on the person concerned by the processing

When the data subjects make requests to the Subcontractor to exercise their rights, the subcontractor will address these requests upon receipt by email to [email address provided by the Subscriber].

***Data security***

Data security includes both its integrity, confidentiality and availability.

In this respect, the Provider undertakes to implement security measures adapted to the sensitivity of the information entrusted to it by the Subscriber in particular to prevent it from being distorted, damaged or communicated to unauthorized persons.

The security measures implemented must be documented and delivered to the Subscriber at first request.

These measures implemented in order to secure the data include, in a non-limiting manner, with regard to the state of the art and the nature of the data entrusted:

- The identification and security of the premises, if applicable, when the data is stored at the Provider (locked access, restricted access requiring authorization and authentication);

- Logical security (anti-intrusion probes, firewalls, authentication and archiving of access to data, incident simulations);

- The data is encrypted in accordance with the requirements of the state of the art in this field;

- The flows of personal data exchanges are secured so that they cannot be exploited by an unauthorized third party;

- The tracking and tracing of activity on the computer system with an indication of their retention period for tracked items;

- The protection of computer environments by up-to-date antivirus software (programs and viral signatures);

- The implementation of control procedures to ensure the level of security. In this context, the Provider will be required to implement action plans associated with different tests. The Company will receive the result of the tests carried out (intrusion tests, vulnerability scans, security audits...)

The Provider also undertakes to implement, as part of the processing carried out under the Services, a strategy for backing up the data processed, including tests for restoring the backups made.

The Provider guarantees that the Personal Data processed in a development or test environment will benefit from a sufficient level of protection and at least identical to that of production environments.

***Register of categories of processing activity***

The Provider declares to keep a written record of all categories of processing activities carried out on behalf of the Subscriber including:

(i) The name and contact details of the data controller on whose behalf he/she acts, any subcontractors and, if applicable, the data protection officer;

(ii) The categories of processing carried out on behalf of the controller;

(iii) Where applicable, transfers of personal data to a third country or international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in Article 49, paragraph 1, second subparagraph of the European regulation on data protection, the documents attesting to the existence of appropriate guarantees;

(iv) As far as possible, a general description of the technical and organizational security measures implemented.

***Data transfer***

Except with the prior written consent of the Subscriber, no transfer of personal data may be made to a country outside the European Union. It is recalled that the concept of transfer also covers remote access.

Where such agreement is given by the Subscriber, it shall be subject to any transfer made (i) under a binding agreement (e.g. via an amendment to this Contract) and (ii) the provision of appropriate safeguards (e.g. the standard clauses of the European Union relating to the transfer of Personal Data from the Controller to a Processor). The Provider shall provide the Subscriber without delay and at the latter’s request any proof and/or copy of points (i) and (ii) above

***Data Integrity***

In the context of the processing of personal data, the Provider undertakes to inform the Company without delay of any violation of personal data, including and not limited to hacking, breach, fraud, unauthorized access or a security incident, having occurred within the scope of the service.

This notification is accompanied by all relevant documentation in order to allow the Subscriber, if necessary, to notify this violation to the competent supervisory authority.

As such, the Provider will communicate to the Company a plan for safeguarding personal data including:

(i) A description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects involved in the breach and the categories and approximate number of personal data records concerned;

(ii) A crisis management plan in case of breach of the Personal Data entrusted;

(iii) Monitoring the impact of these incidents as well as the means implemented to remedy them;

(iv) The Provider will coordinate its external communication actions with the Subscriber.

At the end of the closure of the incident, the Provider will present a report to the Subscriber.

The recurrence of incidents resulting in a breach of personal data may be a cause for early termination of the contract to the exclusive detriment of the Provider.

***Data output***

At the end of the Services related to data processing, the Subcontractor undertakes to:

At the Subscriber’s choice to:

(i) Destroy all personal data or;

(ii) Return all personal data to the controller or;

(iii) Return personal data to the processor designated by the controller

The return must in any case be accompanied by the destruction of all existing copies in the subcontractor’s information systems. Once destroyed, the Subcontractor must provide written proof of the destruction.

In the event of a request for destruction by the Data Controller, the Provider guarantees that all personal data processed or collected by the Provider will be deleted at the Subscriber’s first request.

It is expressly agreed between the Parties that the erasure procedure includes all stored copies or partial copies.

***Information – communications to supervisory authorities***

The Parties agree that the Provider will keep the Subscriber informed:

- Any request for communication of Personal Data processed in connection with the Services, from a competent authority unless otherwise provided, such as a criminal prohibition aimed at preserving the secrecy of a police investigation;

- Of any request received directly from the persons concerned by the processing(s) entrusted in the context of his/her Mission, to which he/she undertakes not to respond directly, unless written authorization from the Subscriber.

When third parties must be informed, the Parties agree to jointly define the terms and content of such information.

The parties acknowledge that the supervisory authority (CNIL) as well as the Agents of the DGCCRF have the right to carry out verifications at the Provider to the same extent and under the same conditions as in case of verifications carried out at the Subscriber’s pursuant to the law of 6 January 1978, as amended, relating to Information Technology, to Files and Freedoms, and to Law No. 2014-344 of March 17, 2014.

***Outsourcing***

The Provider may use another subcontractor (hereinafter referred to as "the subsequent subcontractor") to carry out specific processing activities. In this case, he shall inform the Subscriber in advance and in writing of any changes envisaged concerning the addition or replacement of other subcontractors. This information must clearly indicate the outsourced processing activities, the identity and contact details of the subcontractor and the dates of the subcontracting agreement.

The Subscriber has a minimum period of eight (8) days from the date of receipt of this information to present their objections. This subcontracting can only be carried out if the Subscriber has not raised an objection during the agreed period.

The subsequent Subcontractor is required to comply with the obligations of this contract on behalf and according to the instructions of the Subscriber.

It is up to the provider to ensure that the sub-subsequent processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European Data Protection Regulation.

If the Sub-processor does not fulfil its data protection obligations, the Provider remains fully liable to the Subscriber for the performance by the Sub-processor of its obligations.

***Documentation***

The Provider provides the Subscriber with the necessary documentation to demonstrate compliance with all its obligations and to allow for the performance of audits, including inspections, by the Subscriber or another auditor it has mandated, and to contribute to these audits.

***Verification - audit***

At the Subscriber’s request, the Provider will submit its technical, organizational and/or methodological means to a verification of the activities covered by these clauses which will be carried out by the Subscriber, or a control body composed of independent members possessing the required professional qualifications, subject to an obligation of secrecy, not belonging to a company directly competing with the Provider and chosen by the Subscriber.

The Subscriber shall inform the Provider of the start of the verification with eight (8) days' notice.

In the event of a breach, or a deficiency if applicable, the Provider will take charge of the necessary means to comply with and respect the provisions of this annex. Compliance will be achieved within a reasonable timeframe defined between the Parties. And will give rise to the signing of a report demonstrating compliance.

In the event of an unremedied deficiency, the Subscriber reserves the right to suspend the processing of the data concerned and to terminate this contract without notice or compensation.

**ARTICLE 4 OBLIGATIONS OF THE SUBSCRIBER**

The Subscriber undertakes to:

1. Provide the subcontractor with the data referred to herein relating to the description of treatments;
2. Document in writing any instructions concerning the processing of data by the Provider under its instruction;
3. Ensure, prior to and throughout the duration of the processing, that the obligations set out in the European Data Protection Regulation are fulfilled by the Provider in its capacity as Processor of the processing;
4. Supervise the processing, including conducting audits and inspections with the Provider as defined above.

**ARTICLE 5 LIABILITY**

The Provider guarantees the Subscriber and will hold him harmless from any financial consequence (conviction or compensation paid, costs and expenses) resulting from the violation of the rules for the processing and protection of personal data provided for in this contract.

The Parties acknowledge that breaches of this clause constitute direct and compensable damages, engaging the Provider’s liability in case of breach by it.

**ANNEX 3: PRICING CONDITIONS - SUBSCRIPTION**

The Subscriber shall pay to the Provider an annual fee in accordance with the following Pricing Provisions which include:

• Access to the Optonum Platform

• Usage of the Ptolemy case management system

• Usage of Acsepto search and examination services

• Infrastructure and hosting services

• Support and maintenance services

Additional services shall be subject to separate invoicing, including, without limitation:

• Custom development requests

• Additional integration services

• Specific training sessions

Travel expenses, the latter being invoiced at actual cost with supporting documentation

Any intervention requested by the Subscriber that falls outside the Scope of the Contract shall be subject to a separate quotation based on the contractual rates in force at the time of the request.

Such additional services may include, but are not limited to:

• Custom integrations with third-party systems

• Advanced training programmes

• Dedicated support services beyond standard offerings

• Bespoke development work

• Consultancy services for system optimisation

Initial cost of deploying the Optonum service:

The initial deployment cost is set at the lump sum [X.XXX] € excluding tax.

This amount will be charged upon delivery of the Identifiers.

**This amount includes in the Optonum Service the provision of the following modules:**

|  |  |
| --- | --- |
| Modules | Rates € HT |
| xxxx | Inclus |
| xxxx | Inclus |
| xxxx | Inclus |

**Subscription fee for the Application Service:**

|  |  |
| --- | --- |
| Périodicity | Rates € HT |
| [monthly,Quarterly,Annual] | [X.XXX] |

The subscription fee will be invoiced under the conditions of article 12.2 of the Contract.

**Training :**

|  |  |
| --- | --- |
| Title of the training | Rates € HT per User |
| Initial training  |  |

This amount will be charged once the training is completed

**Maintenance :**

4.1 Annual maintenance

|  |  |
| --- | --- |
| Annual maintenance :  | Rate € HT  |
|  | XX €HT / …  |
|  | XX €HT / … |
|  | XX €HT / … |
|  | XX €HT / … |

Maintenance ticket

Resumption of existing data

|  |  |
| --- | --- |
| Detail | Rates € HT  |
|  | xxx  |

Interfacing with Subscriber tools

|  |  |
| --- | --- |
| Detail | Rates € HT  |
|  | xxx  |