



General Conditions of Sale – SaaS

(Purchase order)

V1121

These General Conditions of Sale – SaaS (hereinafter the “**General Conditions**”) are exclusively intended to govern the subscription to Services offered by the company Cryptolog International, a simplified joint-stock company with a share capital of €883.527, located at 5-7 Rue du Faubourg Poissonnière, 75009 Paris, Paris Commercial Registry No 439 129 164 (hereinafter “**Universign**”) on the basis of a Purchase Order.

They are supplemented by the General Conditions of Use (hereinafter “**GCU**”) and the Specific Conditions of Use (hereinafter “**SCU**”) applicable to the Services subscribed to by the Client.

DEFINITIONS

Unless otherwise provided for, the terms beginning with a capital letter will have the meaning as defined in this article and may be used both in the singular and in the plural, depending on the context.

Anomaly: refers to any defect in the design or production of the Software Package, not including any misuse, manifested by malfunctions which prevent the Service from functioning in accordance with its Documentation. This must be reproducible by Universign.

API: refers to the programming access interface for Universign Services.

Authentication: refers to the process which allows for the electronic identification of a natural or legal person to be confirmed.

Timestamping authority (or TSA): refers to the authority in charge of the application of the Timestamping Policy, and the issuing and proper management of timestamps. For the purposes hereof, the Timestamping Authority is the Universign TSA.

Certification Authority (or CA): refers to the authority in charge of creating, delivering, managing and revoking Certificates as part of the Certification Policy. For the purposes hereof, the Certification Authority issuing all Certificates associated with the service is the Universign Hardware CA.

Purchase Order: refers to any quote, commercial offer or purchase order published by Universign and signed by the Client to order Services under this contract.

Electronic Seal: refers to the process which allows for the integrity of a sealed Document to be guaranteed and for the identification of the origin of this Document via the Certificate used for its sealing.

Client: refers to a User who has signed a Purchase Order with Universign.

General Conditions of Use (GCU): refers to the general conditions of use applicable to all Services provided by Universign. They are available on the Website.

Specific Conditions of Use (SCU): refers to the specific conditions of use for the Service they govern. They are available on the Website.

Consumption: refers to the total number of Electronic Signatures, Electronic Seals or Timestamps effectively consumed over an invoicing period.

Timestamp: refers to a structure which links a Document to a specific moment, thereby establishing proof that it existed at that time.

Electronic Document or Document: refers to the set of structured data which may be subject to computer processing by the Service.

Documentation: refers to the functional and technical documentation provided by Universign as part of the execution of the Contract as part of use of the Services.

Data: refers to all information and data transmitted by the Client, generated by the commissioning of the Service or processed therein.

Personal Data: refers to all personal information and data transmitted by the Client to Universign as required for performance of the Services.

Malfunction: refers to any Service interruption observed by Universign, resulting from a Client’s inability to connect to the Platform.

Timestamping: refers to a process allowing for it to be certified, through the use of Timestamps, that a Document existed at a given time.

Identification: refers to the process which consists in using personal data or means of identification, allowing for the unambiguous determination of a natural or legal person, or a natural person representing a legal person.

Software Package: refers to a set of programs, procedures and rules, and, where applicable, documentation relating to the functioning of an information processing system.

Updates: refers to the successive versions of the Platform, offering technical and/or functional improvements, provided by Universign. Updates incorporate all changes made to the Platform, in order to update it with regard to regulatory developments or changes affecting the operating environment.

Registration Operator: refers to the operator in charge of verifying the identity of a Certificate applicant as part of a Certificate application. The role of the Registration Operator may be appointed to one or several persons authorised by the Client under the terms of an Appointed Registration Operator contact.

Platform: refers to the technical infrastructure composed of the set of equipment, software package, operating system, database and environment managed by Universign or its subcontractors on which the use of the Software Package will be carried out. This allows for provision of Service in SaaS mode. It is remotely available directly via the internet on the Website, or via a smartphone or tablet.

SaaS (Software as a Service): refers to the mode of access to the Service. This access is carried out remotely

via the internet by connecting to the shared Platform, hosted on Universign’s servers and those of their subcontractors.

Service(s): refers to the Electronic Signature, Electronic Seal or Timestamping service(s), as well as the associated services which Universign commits to provide to the Client in SaaS mode.

Signatory: refers to the natural person who wishes to conclude or has concluded a Transaction with the Client via the Service.

Electronic Signature: refers to the procedure allowing for the integrity of a signed Document to be guaranteed and for the identification of the signatory. Under the terms of the Contract, Universign will provide the Client with either a level 1, level 2 or level 3 Electronic Signature, according to the latter’s choice.

Website: refers to the website <http://www.universign.com>

Storage: refers to the service associated with the Universign Electronic Signature Service, consisting in the option to store signed Documents on the Platform, via the Service.

Transaction: refers to the process undertaken between the Client and the Signatory, in which the Signatory signs an electronic Document presented by the Client via the Service.

ARTICLE 1 – PURPOSE

The purpose of these General Conditions is to define to conditions under which Universign provides the Client with the Services identified in the Purchase Order.

ARTICLE 2 – CONTRACTUAL DOCUMENTS

The Contract between Universign and the Client is formed of the following contractual documents, presented in descending order of legal value (hereinafter, the “**Contract**”):

- The Purchase Order in which the parties agree to order the Services;
- These General Conditions and their annexes, which form an indivisible whole with the GCU and the SCU;
- Any annexes attached, where necessary, to the Purchase Order.

In case of any contradiction between one or several provisions included in the aforementioned documents, the higher-ranking document will prevail.

The Client recognises that by accepting the Contract, they will have agreed to disregard any general conditions of purchase not expressly accepted by Universign.

In the latter case, all contractual documents listed above will prevail, notwithstanding any clause to the contrary, over the Client’s general conditions of purchase.

Any specific annotation to the Purchase Orders added manually by the Client will not be valid if it has not been expressly accepted by Universign.

Universign reserves the right to modify these General Conditions of Sale at any moment, with no prior notice. The applicable General Conditions of Sale will be those currently in force on the date of the Order placed by the Client.

The applicable General Conditions, as well as their previous versions, remain permanently accessible on the Website, in a format which may be printed and/or downloaded by the Client.

The General Conditions are automatically approved by the Client as part of any order, and as such the Client declares to have read and accepted these without reserve.

ARTICLE 3 – ORDERS

The sales of Services are considered complete after the establishment of an offer issued by Universign has been expressly accepted by the Client (Client’s approval and signature of the Purchase Order, or payment of all or part of the Services).

Within the limits of Universign’s abilities, any order changes requested by the Client will only be taken into account after the Client signs a new specific Purchase Order and after any required adjustment of the price.

ARTICLE 4 – ENTRY INTO FORCE – DURATION

Unless otherwise stated in the Purchase Order, the Contract enters into force from the date of the Client’s signature of the Purchase Order, for an indefinite duration.

Unless otherwise stated in the Purchase Order, except in the case of any breach by one of the Parties of their contractual obligations, each Party may terminate the Contract at any moment by registered letter with acknowledgement of receipt, subject to providing notice of a period of three (3) months from the date of the notification’s receipt. Termination may not take effect retroactively. It does not give rise to any right to reimbursement or compensation.

ARTICLE 5 – PARTIES’ OBLIGATIONS

5.1. Client’s Obligations

As part of the Contract, the Client undertakes to:

- Ensure, prior to the implementation of the Service and with regard to the Documentation, that they have the necessary means at their disposal to use the Service;
- Implement and maintain appropriate procedures for the use of the Software Package and ensure that they have a set of appropriate means at their disposal for its implementation and use;
- Have the qualified staff available allowing for said implementation and use, and to ensure the training of their staff with regard to the use of the programs concerned;
- Take into account and implement advice provided by Universign, taking care to comply with its warnings;
- Provide Universign with exact information for the use of the Service; and

- Access the Service via API in a way which complies with the Documentation.

The Platform may be remotely accessed by the Client via a username, which the latter will ensure is kept securely. The Client is responsible for the preservation and use of their username. They will take all necessary means to prevent unauthorised or fraudulent use of the Service via their username. In the event that the Client observes or suspects any unauthorised or fraudulent use of their username, or any other security breach, they must immediately alert Universign via the support service.

Universign may not be held liable for any subsequent damages which may result from the use of the Platform by any unauthorised third party, following any fault or negligence on the part of the Client.

5.2. Universign's Obligation

Universign is held to a general obligation of advice and information with regard to the Client during the implementation of the Service, and undertakes to provide associated services in accordance with the Service described by the Contract and its annexes.

Universign will transmit to the Client, upon their request, the Documentation, including the functional specifications for the Service and the technical requirements necessary for its use.

5.3. Obligation to cooperate

The Parties undertake to perform the Contract in loyalty and good faith, and to mutually offer one another their cooperation and assistance.

ARTICLE 6 – DESCRIPTION OF THE SERVICES

6.1. Access

The Services can be accessed via the Website or the API.

6.2. Specifics with regard to the Services provided

The description of the Electronic Signature and/or Timestamping services ordered as part of a Purchase Order are detailed in the Annex "Description of Services which may be ordered" herein, and provided in accordance with the applicable GCU and SCU.

6.3. Availability

Access to the Platform is available 24 hours a day, 7 days a week.

The Client is informed that connection to the Service is made via the internet. They are warned that technical issues may affect their connection and result in slowdowns or unavailability, making access impossible. Universign cannot be held liable for these slowdowns or availabilities, and reminds the Client of the importance of their choice of internet service provider.

Universign offers the Client all information regarding the availability of the Service, via the URL <http://status.universign.com/>. Universign offers the opportunity to subscribe to a notification system for

incidents related to the Service's operation, via this Website.

6.4. Online support and Updates

Universign undertakes to provide online support and Updates in order to continually improve the quality and/or features of the Service for their Clients.

6.4.1. Online support

As part of the Contract, Universign ensures support for the Services, through a team of support technicians.

The support service is exclusively contactable by email from 9 a.m. to 6 p.m., from Monday to Friday, excluding public holidays (Metropolitan French time) at the address support@universign.eu.

This support consists in providing responses to Malfunctions and Anomalies encountered and declared by the Client while using the Services.

The online support services do not cover problems related to equipment and software not provided by Universign, nor those related to the Client's networks.

6.4.2. Provision of Updates

Universign undertakes to implement all means at its disposal in order to ensure that any Updates carried out do not affect the Service's level of compliance with regulations and standards.

In the event that an Update degrades the performance and/or features of the Service and specifically affects the Client's use of the Service, Universign undertakes to maintain, within the conditions provided herein, the previous functional version of the Service, for a period of six (6) months or until a new functional Update is released.

All Updates are unilaterally decided on by Universign.

Corrective Updates

Corrective maintenance exclusively concerns the Software Package.

Universign ensures the correction of any Anomalies identified. Universign may also communicate a workaround solution for Anomalies identified by the Client. The Anomaly must be indicated to Universign with enough information for the latter to take action.

Progressive Updates

Progressive maintenance is carried out by the provision of the latest version of the Software Package, via the Platform.

6.4.3. Technical limits to online support and the provision of Updates

Any Universign intervention resulting from the following causes are excluded from the provision of online support and maintenance:

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	3 / 11

- Any use of the Software Package which does not comply with the Documentation, the instructions for use or its intended purpose, or any abnormal use for any reason whatsoever (negligence, operating error, accident, etc.);
- A compatibility problem between the Service and any other Client equipment resulting in the latter's failure to comply with the technical prerequisites;
- A failure of one of the elements constituting the Client's software environment (operating system, other software or software packages, network systems, etc.);
- More generally, the non-compliance with any of the Client's obligations under the Contract.

ARTICLE 7 – PRICES OF SERVICES

The Services are provided according to the non-revisable, definitive prices in force on the day on which the Order is placed, under the conditions described in the Purchase Order.

The prices given are net and exclusive of taxes.

ARTICLE 8 – PAYMENT CONDITIONS

8.1. Invoicing – Payment methods and term

Unless otherwise stated in the Purchase Order, the subscription to a Service is invoiced in arrears at the end of each month.

Unless otherwise stated in the Purchase Order, Consumption is invoiced monthly in arrears. Unless otherwise stated in the Purchase Order, the invoices issued by Universign take into account the financial and social provisions in force and, if these are modified, the resultant variations in price will take effect from the date of their application.

All invoices are payable within thirty (30) days after their date of issue, by direct debit.

In this respect, the Client undertakes to communicate the SEPA authorisation allowing for its implementation, on the date of the Purchase Order's signature.

Notwithstanding the provisions of Article 1253 of the French Civil Code, it is expressly agreed that in the event that several invoices are due and the Client proceeds to make a partial payment, Universign will be free to charge said payment as it sees fit.

8.2. Discount exclusion

No discount will be applied by Universign for payment in cash or within a period shorter than that appearing in these General Conditions or on the invoice issued by Universign.

8.3. Late fees

In the event of late payment of the sums due by the Client beyond the payment date indicated on the invoice addressed to latter, late fees calculated at a daily rate of 3% (three per cent) of the tax inclusive price of the Services appearing on said invoice will be automatically and ipso jure acquired by Universign, without any formality nor prior formal notice, and will result in all sums due to Universign by the Client becoming

immediately payable, without prejudice to any other action which Universign may have the right to take against the Client in this regard. Furthermore, it will be due a lump sum compensation for recovery fees, amounting to 40 (forty) euros under the conditions provided for by decree.

8.4. Service suspension – Service cancellation

In the event of non-compliance with the payment conditions stated above, Universign reserves the right to suspend or cancel the supply of Services ordered by the Client. It also reserves the ability to suspend the performance of its obligations and to reduce or cancel any discounts granted for the latter.

ARTICLE 9 – REVISION

The price will be revised annually, with the increased rate nevertheless being limited to one times the variation of the Syntec index, it being understood that the variation of the Syntec index taken into consideration will be that observed over the entire period since the last price revision applied by Universign.

In accordance with Article 1167 of the French Civil Code, in the event that the index considered is no longer available, the Parties will use the nearest equivalent index. The calculation of the price will therefore be carried out based on the replacement index, using the necessary correlation coefficient.

In the event of any dispute regarding the application of the new index, express jurisdiction is attributed to the Presiding Judge of the Commercial Court of Paris.

ARTICLE 10 – LIABILITY

Universign undertakes to take all reasonable care possible in the performance of the Services, in accordance with the rules of its profession and in partnership with the Client, but may only be held to an obligation of means with regard to the latter. Universign may not be held liable for any damages other than those directly resulting from a fault in the performance of the Service ordered.

Universign may not be held liable for any use of the Service which does not comply with the GCU and SCU, nor in the case of any ill-considered application or lack of application of the instructions for use provided for support, or of any advice not issued by Universign itself.

Universign will be released from liability should any inability to access the Services arise as a result of an event outside of its control.

Should Universign's liability be retained, for whatever reason and regardless of the legal basis invoked or retained, all combined damages will be limited to the amount excluding tax paid by the Client in return for the Service in question over the 12 (twelve) months preceding the cause of the damage.

Universign undertakes to take all reasonable care possible in the performance of the Services, in accordance with the rules of its profession and in

partnership with the Client, but may only be held to an obligation of means with regard to the latter.

Universign may not be held liable for any damages other than those directly resulting from a fault in the performance of the Service ordered.

Universign may not be held liable for any use of the Service which does not comply with the GCU and SCU, nor in the case of any ill-considered application or lack of application of the instructions for use provided for support, or of any advice not issued by Universign itself.

Universign will be released from liability should any inability to access the Services arise as a result of an event outside of its control.

Should Universign’s liability be retained, for whatever reason and regardless of the legal basis invoked or retained, all combined damages will be limited to the amount excluding tax paid by the Client in return for the Service in question over the 12 (twelve) months preceding the cause of the damage.

ARTICLE 11 – INTELLECTUAL PROPERTY

The Parties declare that they hold all intellectual rights, including copyright, rights over designs and models, and rights on patents and trademarks, allowing for the conclusion and performance of the Contract.

Each Party shall remain the owner of all of their intellectual property rights, or any other rights, for the elements used by the other Party as part of the Contract: for example, logos, trademarks or any distinctive signs of either Party, without the right to make any changes or adaptation without the express consent of the owning Party.

The Contract does not transfer any of these rights from one Party to the other.

However, each Party grants the other Party a non-transferrable and non-exclusive right for the personal use of all elements which they deem necessary or useful, solely for the performance of the Contract, including the provision and performance of the Service, for the duration hereof.

Universign guarantees that it is the holder of all intellectual property rights for the Service, and retains the intellectual property rights for the Software Package. The Service, backups and the associated API and Documentation, subject to the provisions of the French Intellectual Property Code, shall remain the property of Universign. The Client undertakes not to directly or indirectly infringe on Universign’s rights.

With regard to authorised users and any external person who may have access to the Platform, the Client undertakes to ensure all necessary measures to ensure the secrecy and the respect of the property rights over said Software Package.

The Client undertakes in particular to take all measures to ensure that their staff do not retain any documentation or reproduction of the Software Package outside of their production site.

The rights granted to the Client under the Contract exclusively extend to a right of use for the Service and for the associated Documentation and API, for the duration of the Contract. The granting of this right of use for the Service provided under the Contract will not give rise to any transfer of property rights;

Universign authorises the Client to partially or fully replicate the Documentation, adding any changes if necessary, and to distribute it to their departments, in accordance with the French Intellectual Property Code. The modifications added by the Client to the Documentation will fall under the latter’s liability.

ARTICLE 12 – INFRINGEMENT GUARANTEE

In the event of any claim of infringement of an intellectual property right by the Software Package, Universign may, at its own choice and its own expense, either replace or modify the entirety or any part of the Software Package, or obtain a use licence for the Client in order to allow them to continue to use the Service, as long as the Client has complied with the following conditions:

- That the Client has accepted and performed all their obligations hereunder;
- That the Client has notified Universign in writing, within eight days, of the infringement action or declaration preceding said action;
- That Universign is able to ensure the defence of its own interests and those of the Client, and to do so, that the Client loyally collaborates with Universign in providing all elements, information and support necessary to carry out such defence.

In the event that none of these measures are reasonably possible, Universign may unilaterally decide to end the Contract and reimburse the Client any fees paid under the Contract.

The provisions of this article define all of Universign’s obligations with regard to patent or copyright infringement as a result of the Service’s use.

ARTICLE 13 – TERMINATION

In the event of non-compliance by the Client of their obligations as provided for herein, Universign may terminate the service as of right and without any particular formality, if the Client does not remedy the breach within a period of thirty (30) days from the date of issue of the notification delivered in writing by Universign.

After notification of termination, the Client’s user account will remain accessible until the last day of the month following the receipt of the termination’s effective date. However, no transaction (Electronic Seal, Electronic Signature, Timestamping, etc.) may be created after the effective date of the Service’s termination, with the Client account remaining accessible only for the purposes of consultation. Transactions in progress on the effective date of the Service’s termination will be cancelled.

The subscription to the Service will be invoiced until the end of the month following notification of its termination.

Termination may not give rise to any reimbursement of sums collected by Universign, nor to the payment of any compensation.

ARTICLE 14 – CONFIDENTIALITY

Under the terms hereof, it is expressly agreed that the following is strictly confidential: any information regarding the Parties, their members, subscribers, staff, suppliers, equipment, operating mode and/or their organisation; or any other information which may be linked to their activity and which may be transmitted by any means, by the Parties as part of or with a view to Universign's performance of the Service in application of this Contract, or which the Parties become aware of during the course of this Contract.

In this respect, the Parties undertake:

- Not to use, directly or indirectly, in any way and for any purpose whatsoever, all or part of the information on their behalf or on behalf of a third party, nor to allow such use;
- Not to disclose to any third party the information transmitted or brought to their knowledge by the other Party, or revealed during services carried out on behalf of the Client, for any purpose and in any way;
- Not to carry out or have carried out any changes to the information or data provided, by any means, other than those provided for by the Contract, and to respect the security regulations relating to their confidentiality;
- To preserve all information, Documents or Data transmitted by the other Party, under the same security conditions as their own confidential Data or documents;
- To respect and ensure the respect by their staff, agents, subcontractors or any others, of the backup and security measures taken both with regard to the electronic security of equipment, IT programs and networks, and to guarantee the confidentiality and security of elements delivered to the other Party, or which the other Party may have become aware within the context of or during the Contract or Services entrusted to them in application thereof.

Universign subcontractors are not considered third parties in the context of this article.

This confidentiality commitment will last throughout the duration of the Contract and will continue for three (3) years after the expiration thereof.

This obligation for the Parties shall not apply to information whose disclosure has been authorised by the other Party.

It is specified that the Contract, its annexes and its amendments are also confidential and may not be communicated to third parties without the agreement of the Parties, with express exceptions made for disclosure obligations to which Universign may be held under their legal obligations or as part of legal proceedings, and for

any situations necessary for the proper performance of the Contract by the Parties.

ARTICLE 15 – LEGAL COMPLIANCE

Universign complies with the French and European regulations applicable to it as a trust service provider. Universign is not obliged to assume the Client's legal and administrative obligations, including those relating to the Services provided as part of the Contract.

It is the responsibility of the Client to ensure compliance with the law and the regulations concerning them, without any right to invoke Universign's liability.

The use of said Service by Signatories who are not located within the country in which the Client has indicated their domicile, although not expressly prohibited as long as the contractual provisions are respected, will not in any case allow the Client to avail itself of their rights outside of the European Union.

In application of the decision (EU) 2015/115 of the European Commission of 8 September 2015, the qualifications and certifications of the trust services provided by Universign may be accessed from the address <https://webgate.ec.europa.eu/tl-browser/#/> (European Commission publication website).

ARTICLE 16 – PERSONAL DATA

In all circumstances, the Parties shall comply with the regulations applicable to them with regard to the protection of Personal Data, including the provisions of the amended French Data Protection Act No 78-17 of 6 January 1978, of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, "GDPR") and of Order No 2018-1125 of 12 December 2018, and will undertake to process Personal Data diligently and confidentially.

16.1. Universign acting as Personal Data Controller

Universign processes Personal Data necessary to:

- Guarantee compliance with applicable legal or regulatory requirements for trust service providers;
- Constitute and preserve audit trails and evidence files;
- Guarantee the neutrality of Signature operations.

In this regard, Universign acts as "Data controller" within the meaning of the amended Law No 78-17 of 6 January 1978 and of the GDPR.

The characteristics of this processing and their means of implementation are specified in the Annex "Processing and security of Contractual Personal Data".

16.2. Universign acting as joint Personal Data Controller

Where necessary, if the Client has subscribed to the Storage and Preservation of signed Documents service, the processing of Personal Data carried out will be implemented under the joint responsibility of Universign and the Client.

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	6 / 11

This joint responsibility is understood within the meaning of the GDPR.

The characteristics of this processing and its means of implementation are specified in the Annex "Processing and security of Contractual Personal Data".

ARTICLE 17 – MISCELLANEOUS PROVISIONS

Force Majeure: In the event of a case of force majeure, in the usual sense as understood by the case law of French courts, neither Party may be held liable for a breach of one of its contractual obligations. The Party invoking the force majeure clause must inform the other party as soon as possible, via the delivery of a registered letter with acknowledgment of receipt. This letter must include a brief description of the event presenting the characteristics of the case of force majeure, as well as an estimation of its duration, and should inform the other Party of the foreseeable consequences of this case of force majeure for the Contract's performance.

The performance of the contract will initially be suspended for a period of fifteen (15) days.

If the duration of force majeure continues beyond this period, each Party may automatically terminate the Contract by registered letter with acknowledgement of receipt. This termination will take effect fifteen (15) days after its receipt.

Any services not carried out, as a result of a case of force majeure or any unforeseeable event, will not give rise to the right for payment.

Notifications: Any claim or notification from a Client must be addressed to Universign by mail to their headquarters at 5-7 Rue du Faubourg Poissonnière 75009 Paris, or via the forms available on the Website.

Partial nullity: The declaration of the nullity or ineffectiveness of any Contract stipulation will not automatically result in the nullity or ineffectiveness of the other stipulations, unless the balance of the contract has been modified as a result.

Parties' commitments: The Parties agree that the approval of the Purchase Order, the conclusion and the renewal of the Contract, and the payment of fees and/or invoices issued imply that the Client has read and accepted the General Conditions in force on the date of this approval, conclusion, renewal or payment. The Client is informed that these General Conditions are accessible from the Website, in accordance with Articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Conditions are also available on the Website. The Parties agree that these are made available for information purposes only and do not imply any applicability for these previous versions.

It is understood that these General Conditions cancel and replace those previously accepted between the Parties, having the same subject and currently in progress. It will prevail over any unilateral document of either Party, including the Client's purchase order. Any specific conditions provided for in the Purchase Order

and duly signed by the two parties will, however, be applicable to the Services exclusively designated in said document. Any specific annotation added manually by the Client will not be valid if it has not been expressly accepted by Universign.

Transfer, subrogation and substitution: The Contract may not be subject to any total or partial transfer, in any event, whether for payment or free on the part of the Client, without the written, express and prior agreement of Universign.

Non-waiver: The fact that either Party does not avail itself of a breach by the other Party of any of the obligations referred to herein may not be interpreted as a waiver of the obligation in question in the future. The Client irrevocably waives any request, claim, right or action against Universign with regard to the performance of the Contract which is formed more than twelve (12) months after the fact, and as such, irrevocably waives the right to initiate any legal proceedings against Universign on these grounds.

Nullity of a clause: If one of the clauses of these GCS is considered null and void, in application of a law or a regulation, or following a court decision, it will be deemed to have not been written and the other clauses will remain in force.

Domicile: For the performance of the Contract, and of its consequences, the Parties respectively elect domicile at the addresses indicated in the header hereof.

References: Universign will refrain from citing or including the Client's name or logo, the products or services provided to the Client, and/or the associated services carried out on behalf of the Client in any communication medium intended for the general public, whatever the medium used, without the prior written agreement of the latter.

However, from this moment onwards, the Client gives their express consent, on an exceptional basis, for Universign to reproduce the Client's name and logo on their websites and communication media within a list of its clients.

ARTICLE 18 – APPLICABLE LAW AND JURISDICTION

All of the contractual documents making up the Contract are governed by French law. Only the French version of this document is enforceable for parties, even where translations exist, it being expressly agreed that these are merely provided for convenience and have no legal effect, including for the interpretation of the contract or the common intention of the Parties.

In case of any difficulties in the performance and/or interpretation of the documents constituting the Contract, and prior to the referral to the competent courts, the Client will approach Universign in order to mobilise their best efforts to put an end to their dispute.

IN THE EVENT OF DISPUTE, AND AFTER AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING A PLURALITY OF DEFENDANTS OR

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	7 / 11

THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY, PROTECTIVE, SUMMARY OR EX-PARTE PROCEEDINGS.

IN CASE OF THE CLIENT’S OPPOSITION TO A REQUEST FOR AN ORDER FOR PAYMENT, EXPRESS JURISDICTION IS ALSO ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS.

ANNEX 1: DESCRIPTION OF SERVICES WHICH MAY BE ORDERED

The provided Services which may be ordered from Universign by the Client are listed below:

- The issuing of Electronic Certificates for Electronic Seals;
- The Electronic Signature of Documents;
- The Electronic Timestamping of Documents;

Electronic Certificates may be issued subject to subscription to certification services by their holders and to the competition of their registration file.

- The Electronic Signature of Documents;
- The issuing of Electronic Certificates for Signatories (for level 2 Signatures);
- Electronic Seals for Documents;
- The issuing of Electronic Certificates for Electronic Seals;
- The Electronic Timestamping of Documents;

Electronic Certificates may be issued subject to subscription to certification services by their holders and to the competition of their registration file.

1. ELECTRONIC SIGNATURE SERVICE

The Service offered by Universign allows for the implementation of different categories of Electronic Signatures, classified according to the requirements of the regulations and standards to which they comply.

Universign commits to keep the Service up-to-date and to develop it according to applicable regulations. Throughout the duration of the contractual relationship with the Client, Universign guarantees the compliance of the Service with the French and European regulations applicable to the latter as a provider of Electronic Signature and Certification services.

- Level 1 Electronic Signature

Universign cannot guarantee the identity of the signatory or their authorisations in the implementation of the level 1 Electronic Signature. The identification of the signatory is the responsibility of the Client, via their own specific organisational and technical processes, with the only elements of Identification being those which they communicate. Consequently, the Client is responsible for ensuring the identity of the signatory, by their own means and under their own liability. The identification information which appears above the

Electronic Signature is that transmitted to Universign by the Client.

Universign’s liability may not be invoked, in any case, for the verification of the signatory’s identity.

Authentication of the declared signatory is carried out by Universign via a confidential code delivered by SMS to the signatory’s mobile telephone number, on the basis of the telephone number transmitted by the Client or provided by the signatory.

The level 1 Electronic Signature complies with the criteria required for the simple or advanced Electronic Signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market. However, this is subject to the Client’s implementation of sufficiently reliable signatory identification procedures.

This cannot be considered to comply with the provisions of Article 25.2 of said text, regarding the assumption of reliability of the Electronic Signature.

- Level 2 Electronic Signature

For the implementation of the level 2 Electronic Signature, the signatory’s Identification is carried out remotely by Universign on the basis of an electronic copy of their identity document.

Direct authentication of the signatory is carried out by Universign via a confidential code delivered by SMS to the signatory’s mobile telephone number.

Their identity is recorded by Universign for the purpose of issuing a Certificate in their name.

Within the context of this Signature, the remote verification of an identity document may not fully guarantee the identity of the signatory. Consequently, it is the Client’s responsibility to implement additional Identification processes under their own liability.

Universign is not responsible for the Identification of the signatory, beyond verifying consistency between the identification information declared by the signatory or the Client and their proof of identity, for which it will have been delivered a copy.

The level 2 Electronic Signature is an advanced Electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market.

This cannot be considered to comply with the provisions of Article 25.2 of said text, regarding the assumption of reliability of the Electronic Signature.

The level 2 Electronic Signature is carried out via Certificates issued by a Certification Authority, featured on the trust list within the meaning of Article 22 of

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	8 / 11

Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market. These certificates comply with the requirements of ETSI standard EN 319 411-1.

2. ELECTRONIC SEAL SERVICE

The Service offered by Universign allows for the implementation of an advanced Electronic Seal.

Universign undertakes to keep the Service up-to-date and to develop it according to applicable regulations and new technical standards which reinforce the reliability, integrity or the security of the Electronic Seal.

Universign guarantees the compliance of the Service with French and European laws and regulations applicable to Electronic Seal Services and those which are applicable to Universign in its role as a provider of Electronic Seal and Certification services, throughout the duration of the Contract.

The Services allows for an Electronic Seal to be affixed to a Document. It must not be used to establish proof of the consent of the holder of the Certificate used for the Electronic Seal. The Electronic Seal does not constitute an electronic signature within the meaning of European regulations.

As part of the implementation of the advanced Electronic Seal, Universign issues an LCP-level Electronic Certificate which complies with the requirements of ETSI standard EN 319 411-1.

Identification is carried out remotely by Universign, on the basis of a registration file transmitted by Universign and duly completed by the Client.

These Electronic Certificates are issued by a Certification Authority featured on the trust list within the meaning of Article 22 of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market.

Universign guarantees that these Electronic Seals are issued in compliance with Articles 35 and 36 of Regulation (EU) No 910/2014 of 23 July 2014.

Sealed documents are not subject to Storage.

3. TIMESTAMPING SERVICE

This service allows for Documents to be timestamped via Timestamps issued in accordance with the Timestamping Policy, which describes the implementation and organisation of the Service in more detail.

The Timestamping Service is synchronised with universal coordinated time, to ensure accuracy of the Timestamp down to one (1) second.

The timestamping provided by Universign complies with the criteria required for qualified electronic timestamping within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market. It benefits from the assumption provided for in Article 41 of said text.

Subject to the Client’s compliance with these General Conditions, Universign guarantees the enforceability of Timestamps created via the Service, within the meaning of the European regulation. The Client undertakes to verify the validity of Timestamps from their receipt. Except as provided for within the Timestamping Policy, Timestamps may be verified for five (5) years from their date of issue.

ANNEX 2: PROCESSING AND SECURITY OF PERSONAL DATA

For the implementation of the service, the User freely and explicitly consents to Universign’s processing of their Personal Data, after having been informed of the characteristics of this processing. The use of the Service is subject to this consent.

The characteristics of User Personal Data processing are specified in this annex.

1. NATURE OF THE PERSONAL DATA PROCESSING IMPLEMENTED BY UNIVERSIGN

As part of the performance hereunder, the Parties agree that the following processing is implemented throughout the cited duration.

Purposes	Duration of Data preservation before its deletion
To create Users’ Universign accounts and manage their access to the Service(s)	12 months after the end of relations with Universign
To allow for the use of Universign Services	12 months after the end of relations with Universign
To create electronic signature or seal certificates	17 years after the date of issue of the certificate
To preserve proof of electronic transactions for the purposes of audits carried out by supervisory bodies or to be produced in case of dispute	15 years after the Transaction
To allow for Users to request information about Universign Services	12 months after the end of relations with Universign
To identify Users’ needs through	13 months after

cookies in order to provide them with the most appropriate services	the cookie's installation
To provide technical support and allow for the proper functioning and security of the Service	12 months after the end of relations with Universign
To improve the Services, and to adapt their features and develop new ones	12 months after the end of relations with Universign
To offer personalised content to offer the most relevant Services and/or those which meet the expectations of Users	12 months after the end of relations with Universign
To notify of any modifications, updates and other announcements concerning the Services	12 months after the end of relations with Universign

In order to carry out the Service, Universign will process Personal Data according to the means provided for herein.

2. JOINT RESPONSIBILITY FOR THE PROCESSING OF PERSONAL DATA

As part of the joint responsibility for processing carried out, where necessary, for the Storage and Preservation of documents, the responsibilities between joint controllers are shared as follows:

Distribution of responsibilities		
Obligations	Client	Universign
To determine the purpose of the processing	Yes	Yes
To determine the means of processing	No	Yes
To implement procedures for the exercise of individuals' rights over their Personal Data	Yes, in partnership with Universign	Yes
To establish the duration of preservation	Yes	No
Destruction and/or recovery of data	Yes for the decision	Yes for the performance
Duty of cooperation with Data Protection Authorities	Yes	Yes
Auditing	Yes	Yes
Information about recipients	No	Yes
Choice of server	No	Yes

hosting location		
PIA	No	Yes
Security and Confidentiality	No	Yes
Reversibility/Portability	Yes for the decision	Yes for the performance
Traceability	No	Yes
Service continuity, backups and integrity	No	Yes

3. INFORMING THE INDIVIDUALS CONCERNED

Each Party must implement the necessary measures in order to inform individuals whose Personal Data has been collected, in accordance with the regulations in force. In particular, said individuals are informed of the purpose of processing, as well as the rights at their disposal (right of access, to rectification and to deletion). The retention period for Personal Data is determined according to the purpose of the processing.

Universign undertakes not to use Client Personal Data for the purposes of commercial solicitation.

4. LOCATION OF PERSONAL DATA

In case of transfer or hosting of Personal Data outside of the European Union, Universign will inform the Client and the individuals concerned.

Universign ensures that sufficient guarantees are provided to govern the transfers of Personal Data to non-member states, in particular via the implementation of Binding Corporate Rules ("BCR") or through the use of standard contractual clauses adopted by the European Commission.

5. SECURITY OF PERSONAL DATA

In order to guarantee the secrecy, security and confidentiality of the Personal Data to which it has access as part of the Contract, Universign undertakes to take and maintain in a state-of-the-art condition all useful precautions, to preserve the security of Personal Data, and in particular to avoid these being distorted or damaged and to prevent any access thereto which has not been authorised in advance.

Universign implements an information systems security policy and makes the documents regarding the security of Client's Personal Data available to the latter, within the limits of any information which is confidential for Universign, or which may be subject to business secrecy.

6. PERSONAL DATA AND UNIVERSIGN STAFF

Universign is responsible for its staff, employees and subcontractors, and for the compliance of the latter with the obligations incumbent upon it as a result of this Contract.

In this regard, Universign staff may not access Personal Data, use these or modify these, unless authorised where strictly necessary for the purpose of the Service's provision, for the prevention or processing of technical problems, or to ensure its security.

Universign staff are contractually subject to an obligation of confidentiality provided for in an employment contract, and dispose of the knowledge necessary to ensure the confidentiality of Personal Data.

Universign implements organisational and technical measures to ensure compliance by its staff with its obligations, including in terms of the control of persons authorised to access Personal Data, security of access and traceability.

7. PARTIES' COOPERATION

The Parties undertake to cooperate in all circumstances involving the obligation of secrecy, confidentiality and security of Personal Data.

The Parties engage to cooperate loyally, and without delay, with the applicant or supervisory authorities acting within a legal framework.

The Parties undertake to mutually support and facilitate any operation relating to the exercise of rights by individuals concerned by the processing of Personal Data, including the rights of access, to rectification and to deletion, where they are unable to directly respond, except in the event of any legal, regulatory or normative obligation imposed upon them and rendering this commitment impossible.

8. NOTIFICATION OF PERSONAL DATA BREACHES

The Parties undertake to mutually inform each other of the occurrence of any breach of Personal Data which has or is likely to have direct or indirect consequences for said Personal Data, and/or likely to negatively affect the image, reputation or good name of either Party.

This notification must be carried out as soon as possible after the discovery of the breach of Personal Data, or following receipt of the supervisory authority's request for information.

In the event of a breach of Personal Data, information will be provided on the nature of the breach, its probable origin, the categories and the approximate number of individuals concerned by the breach, and the

categories and amount of Personal Data in question. The Party which becomes aware of the breach shall describe the probable consequences of this, and the measures taken – or which the Party proposes to take – to remedy this breach, including, if necessary, the measures to mitigate any possible negative consequences.

The Parties undertake to cooperate in good faith and to jointly decide on the measures rendered necessary as a result of the discovery of a breach of Personal Data where this breach affects or is likely to affect only the Client's Personal Data.

9. SUBCONTRACTING

Within the context of the Services, Universign declares the following subcontractors:

The Storage of logs is subcontracted to:

- **DATADOG France**, 21 Rue de Châteaudun, 75009 Paris

The automatic validation of passports is subcontracted to:

- **NETHEOS**, Montpellier Commercial Registry No 453 023 681, Bât 18 1025, Avenue Henri Becquerel

The delivery of SMSs is subcontracted to the companies:

- **CM TELECOM France**, SAS, whose headquarters is located at 26-28 rue de Londres 75009, Paris, France – Commercial Registry No 802 946 715 R.C.S PARIS
- **MIL'NR3**, limited liability company whose headquarters is located at 13 Rue Gosselet – 59000 LILLE, France – METROPOLITAN LILLE Commercial Registry No 488 024 530; and
- **NEXMO Inc**, 217 Second Street, 4th Floor, San Francisco, CA 94105 U.S.A.

The Storage of signed Documents is subcontracted to the companies:

- **OVH**, Simplified joint-stock company whose headquarters is located at 2 Rue Kellermann – 59100 ROUBAIX, France – METROPOLITAN LILLE Commercial Registry No 424 761 419; and
- **AMAZON WEB SERVICES EMEA**, limited liability company, 38 Avenue John F. Kennedy, L-1855 Luxembourg

Universign guarantees that the providers or subcontractors offer sufficient technical and organisational guarantees to ensure the protection Personal Data, and that their actions and the conditions of their services are compatible with its own commitments as defined herein. Universign remains entirely responsible for the performance of the Service.

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	11 / 11

Version dated		PAGE
11/21	DISTRIBUTION: <i>RESTREINT</i>	12 / 1