



# Terms and Conditions of Sale

(Purchase order)



These Terms and Conditions of Sale - SaaS (hereinafter the “**Terms and Conditions**”) are intended to govern the subscription to the Services offered by the company Cryptolog International, simplified joint-stock company (SAS) with a share capital of €883,527, located at 5-7, Rue du Faubourg Poissonnière, 75009 Paris, Paris Commercial Registry no 439 129 164 to a Client (hereinafter “**Universign**”) via a Purchase Order.

They are completed by the Terms and Conditions of Use of a Workspace (hereinafter “**TCUW**”) applicable to the Client and Users of their Workspace.

### DEFINITIONS

Unless otherwise provided, terms beginning with a capital letter will have the meaning attributed in this article and may be used both in the singular and in the plural, according to context.

**Subscription:** refers to the subscription allowing the Client to access the Service(s), including a number of Envelopes or units defined and agreed between the Parties within the Purchase Order.

**Anomaly:** refers to any design or performance fault in the Software Package, not including improper use, manifesting through malfunctions which prevent the Service’s features from functioning in accordance with its Documentation. It must be reproducible by Universign.

**API:** refers to the programmatic access interface for Universign Services.

**Authentication:** refers to the process making it possible to confirm the electronic identification of a natural or legal person.

**Timestamping Authority (or TA):** refers to the authority in charge of the Timestamping Policy’s application, as well as the issuing and proper management of timestamps. Within the meaning of this contract, the Timestamping Authority is the Universign TA.

**Certification Authority (or CA):** refers to the authority in charge of the creation, issuance, management and revocation of Certificates under 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 proposition or purchase order published by Universign and signed by the Client to order one or more Services hereunder.

**Electronic Seal:** refers to the procedure making it possible to guarantee the integrity of a sealed Document and to identify the origin of said Document through the Certificate used for its sealing.

**Client:** refers to a User having signed a Purchase Order with Universign.

**Terms and Conditions of Use (or TCU):** refers to the terms and conditions of use applicable to all Services provided by Universign. They are available on the Website.

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

**Terms and Conditions of Use of a Workspace (or TCUW):** refers to the terms and conditions of access and use of Services applicable to Clients who create and manage Workspaces under their liability, as well as to the Users invited to use them by a Client.

**Personal Account Terms and Conditions of Use:** refers to the terms and conditions of use applicable to Users wishing to benefit from specific Services. They are available on the Website.

**Terms and Conditions of Use (Signatory, Reviewer) (or TCUSR):** refers to the terms and conditions applicable to a Signatory using the Electronic-Signature Service.

**Consumption:** refers to the total number of Envelopes, Electronic Seals or Timestamps effectively consumed over a billing period.

**Timestamp:** refers to a structure which links a Document to a specific moment, therefore offering proof that it existed at that time.

**Electronic Document or Document:** refers to the set of structured data that may be electronically processed by the Service.

**Documentation:** refers to the functional and technical documentation provided by Universign as part of the Contract’s performance as part of the use of the Services.

**Data:** refers to the set of information and set transmitted by the Client, generated by the implementation of the Service or processed by the latter.

**Personal Data:** refers to the set of information and personal data concerning the Client or Users, transmitted to Universign for the needs of the Services’ performance.

**Malfunction:** refers to any Service interruption observed by Universign resulting in a Client’s impossibility of connecting to the Platform.

**Envelope:** refers to an electronic file containing one or several Documents forming the subject of a transaction commenced, itself including one or several Electronic Signatures.

**Workspace:** refers to the computer resources allocated to the Client by Universign and which allow it to invite Users to use the Services.

**Timestamping:** refers to a process making it possible to prove that a Document existed at a given moment, through the use of Timestamps.

**Identification:** refers to the process consisting of the use of data or means of personal identification making it possible to unequivocally determine a natural or legal person, or a natural person representing a legal person.

**Software Package:** refers to the set of programs, procedures and rules, as well as documents relating to the operation of an information-processing system.

**Updates:** refers to the successive versions of the Platform including technical improvements and/or features, provided by Universign. Updates include all modifications brought to the Platform to comply with regulatory changes and changes affecting the operating environment.

**Registration Operator:** refers to the operator in charge of verifying the identity of a person requesting a Certificate, upon the Certificate's request. The role of the Registration Operator may be delegated to one or more persons authorized by the Client under the terms of a Delegated Registration Operator contract.

**Platform:** refers to the technical infrastructure composed of all its materials, software packages, operating system, database and environment managed by Universign or its subcontractors, on which the Software Package will be used. This allows for the provision of the Service in SaaS mode. It is remotely available directly via the internet network on the Website or through a smartphone or touchscreen tablet.

**Personal-Data Protection Policy:** refers to the document presenting the information regarding personal data processed by Universign as part of the Services, the purposes and basis of said processing, the sharing of this data with third parties, as well as the rights applicable to the Users having transmitted said data.

**SaaS (Software as a Service):** refers to the mode of access to the Service. This access is made remotely via the internet through a connection to the shared Platform hosted on the Universign's servers or those of its subcontractors.

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

**Signatory:** refers to the natural person hoping to conclude or having concluded a Transaction with the Client through the Service.

**Electronic Signature:** refers to the procedure making it possible to guarantee the integrity of a signed Document and identify the person affixing said signature. Under the terms of the Contract, Universign will provide the Client with a level-1, level-2 or level-3 Electronic Signature, at the latter's choice.

**Website:** refers to the website [www.universign.com](http://www.universign.com)

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

**Transaction:** refers to the process between the Client and the Signatory during which the Signatory signs an Electronic Document offered by the Client, through the Service.

**User:** refers to a natural person who is a member of at least one Workspace and who has, in this context, an account with specific obligations and rights according to its role to be able to use the Services for professional purposes. The User using a Service within a Workspace acts under the contractual liability of the Client having created said User.

## **ARTICLE 1 – PURPOSE**

These terms and conditions are intended to define the conditions under which Universign provides the Client with the Service(s) identified in the Purchase Order.

## **ARTICLE 2 – CONTRACTUAL DOCUMENTS**

The contract between Universign and the Client is formed by the following contractual documents presented in decreasing hierarchical order of legal value (hereinafter the "Contract"):

- The Purchase Order which the parties have agreed to use to order the Services;
- These Terms and Conditions and its annexes which form an indivisible whole with the TCU/SCU or TC UW, the TCUPA, and the TCUSR, as well as the PDPP;
- Any annexes attached, if applicable, to the Purchase Order(s).

Furthermore, the Client is informed that the contract formed between Universign and the Client is made up of the following contractual documents presented in decreasing hierarchical order of legal value:

- Policies related to the Service published on the website;
- The TCU/SCU or TCUSR and the PDPP;
- The TCUPA and the TC UW, if applicable;

In case of contradiction between one or several provisions appearing in the documents indicated above, the higher-ranking document will prevail.

The Client recognizes that acceptance of the Contract will result in its waiver of the application of any terms and conditions of purchase not expressly accepted by Universign.

In the latter case, all contractual documents listed above will prevail, notwithstanding any contrary clause in the Client's terms and conditions of purchase.

No particular annotation added by hand by the Client to the Purchase Orders will be valid unless expressly accepted by Universign.

Universign reserves the right to modify these Terms and Conditions at any time and without notice. The applicable Terms and Conditions will be those in force on the date of the Order placed by the Client.

The applicable Terms and Conditions, as well as previous versions, are permanently accessible on the Website, and in a format allowing their printing and/or download by the Client.

The Terms and Conditions are automatically validated by the Client as part of any Order, and as such the Client declares that it has read and accepted them without reserve.

### **ARTICLE 3 – ORDERS**

Sales of Services are considered complete after the establishment of an offer issued by Universign, expressly accepted by the Client (validation, Client's signature of the Purchase Order, or payment of all or part of the Services).

Within the limit of Universign's abilities, any order modifications requested by the Client will only be taken into account after the Client's signature of a new specific Purchase Order and any price adjustment.

### **ARTICLE 4 – ENTRY INTO FORCE - TERM**

Unless otherwise indicated in the Purchase Order, the Contract will enter into force as of the date of the Purchase Order's signature by the Client, for an initial term of twelve (12) months. Unless the Contract is terminated by one of the Parties three (3) months before the initial expiry date, the Contract will be renewed by tacit agreement for successive periods of twelve (12) months, unless expressly terminated by one of the Parties by registered letter with acknowledgement of receipt (3) months before the Contract's anniversary date.

The Envelopes or units acquired as part of an annual Subscription which have not been consumed within the year in question may not be rolled over onto the following year, nor reimbursed by Universign to the Client.

If the Client consumes more Envelopes or units than that included in the annual Subscription, Universign will bill the Client for the Envelopes or units consumed exceeding the Subscription limit, at the unitary cost indicated in the Purchase Order. The invoice specifying the number of Envelopes or units consumed beyond the Subscription taken out by the Client, as well as the total cost associated, will be delivered by Universign at the end of every month in question, under the billing and payment conditions specified in article 8.1 hereof.

### **ARTICLE 5 – PARTIES' OBLIGATIONS**

#### ***5.1. Client's obligations***

Under this Contract, the Client undertakes:

- To ensure that it has the necessary means to use the Service, before the Service's implementation and with regard to the Documentation;
- To implement and maintain suitable procedures for the use of the Software Package and to have all means appropriate to its implementation and use;
- To have qualified staff allowing said implementation and use, and to ensure the training of its staff in the use of the programs in question;

- To take into account and implement the advice provided by Universign, ensuring that it complies with the warnings provided by the latter;
- To provide Universign with exact information for the use of the Service; and
- To comply with the Documentation in its access to the Service via API.

The Platform is accessible remotely by the Client through a username whose security it ensures. The Client is responsible for the preservation and use of its username. It will take all necessary measures to prevent unauthorized or fraudulent use of the Service through its username. If the Client notes or suspects unauthorized or fraudulent use of its username or any other security breach, it must immediately alert Universign via the support service.

Universign may not be held liable for the harmful consequences that may result from the use of the Platform by an unauthorized third party following the Client's fault or negligence.

#### ***5.2. Universign's obligations***

Universign has a general obligation of advice and information before the Client during the use of the Service and undertakes to provide services compliant with the Service described by the Contract and its annexes.

Upon the Client's request, Universign will send it the Documentation including the Service's functional specifications, as well as the technical specificities required for its use.

#### ***5.3. Obligation of collaboration***

The Parties undertake to perform the Contract loyally and in good faith, and to mutually provide each other with collaboration and assistance.

### **ARTICLE 6 – SERVICE DESCRIPTION**

#### ***6.1. Access***

The Services are accessible on the internet via the Website or API.

#### ***6.2. Specificities relating to the Services provided***

The description of Electronic-Signature, Electronic-Seal, Conservation and Signature/Seal-Approval Services ordered in a Purchase Order are described in the Annex "Description of Services that may be ordered" hereof and provided in accordance with the applicable TCU or TCUW.

#### ***6.3. Availability***

Access to the Platform is available 24/7.

The Client is informed that connection to the Service is made via the internet. It is made aware of technical hazards that may affect this network and cause slowdowns or

unavailability making connection impossible. Universign cannot be held liable for slowdowns or unavailabilities. In particular, it draws the Client's attention to the importance of the choice of internet service provider.

Universign offers the Client information regarding the Service's availability via the URL <https://status.universign.com/>. Universign offers the option to subscribe to an incident-notification system regarding Service operation via this website.

#### **6.4. Online assistance and Updates**

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

##### **6.4.1. Online assistance**

Under the Contract, Universign ensures Service support, through a team of support technicians.

The support service may be exclusively contacted by email from 9 a.m. to 6 p.m., Monday to Friday excluding public holidays (Mainland France time), at the address [support@universign.eu](mailto:support@universign.eu).

This support consists of providing responses to Malfunctions and Anomalies encountered and reported by Clients during use of the Services.

The online-support services do not cover problems related to hardware and software not provided by Universign, nor those related to Client networks.

##### **6.4.2. Provision of Updates**

Universign undertakes to implement all means at its disposal to ensure that the Updates carried out do not affect the Service's regulatory and normative compliance.

Should an Update degrade the performance and/or features of the Service and specifically impact the use of the Service by the Client, Universign undertakes to maintain the functional version prior to the Service Update, in the conditions provided herein, for a period of six (6) months or until the new functional Update.

All Updates are unilaterally decided by Universign.

#### **Corrective Updates**

Corrective maintenance exclusively concerns the Software Package.

Universign ensures the correction of any Anomalies identified. Universign may also communicate a work-around solution for Anomalies identified by the Client. The Anomaly must be indicated to Universign with sufficient precision to allow the latter to take action.

#### **Progressive Updates**

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

##### **6.4.3. Technical limits of online support and the provision of Updates**

Online support and maintenance services do not include any Universign intervention caused by:

- Use of the Software Package that does not comply with the Documentation, the instructions for use, or its purpose, or any abnormal use, no matter the reason (negligence, handling error, accident, etc.);
- A compatibility problem between the Service and any of Client hardware resulting in the latter's non-compliance with 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.);
- In general, the Client's non-compliance with its obligations under the Contract.

#### **ARTICLE 7 – PRICE OF SERVICES**

The Services are provided at the prices in force on the day of the Order's placement, under the conditions described in the Purchase Order. Prices may be revised under the conditions described in Article 9 - Revision.

Prices are understood as net and excluding VAT.

#### **ARTICLE 8 – PAYMENT CONDITIONS**

##### **8.1. Billing – Payment conditions and term**

Unless otherwise indicated in the Purchase Order, the cost of Subscription to a Service is billed annually in arrears (i) from the Purchase Order's signature in the first year, then (ii) on each Contract anniversary date.

Other costs related to the Service are billed in arrears at the end of each month.

Unless otherwise indicated in the Purchase Order, the invoices drawn up by Universign take into account the fiscal and corporate provision in force and, if modified, the resulting price variations will take effect as of the date of their application.

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

As such, the Client undertakes to communicate the SEPA mandate allowing for its implementation upon the date of the Purchase Order's signature.

Notwithstanding the provisions of article 1342-10 of the Civil Code, it is expressly agreed that in the event that several

invoices are due and the Client makes a partial payment, Universign will be free to allocate said payment as it sees fit.

### **8.2. Exclusion of discount**

No discount will be implemented by Universign for payment in cash or within a period less than that indicated in these Terms and Conditions or on the invoice issued by Universign.

### **8.3. Late penalties**

In case of late payment of sums due by the Client beyond the payment date indicated on the invoice addressed to the latter, late penalties calculated at the annual rate of 20% of the price excl. VAT of the Services appearing on said invoice will be automatically acquired by Universign as of right, without any formality nor prior notice, and will incur the immediate payment of all sums due to Universign by the Client, without prejudice to any other action that Universign may be entitled to take against the Client in this regard. Furthermore, a flat-rate indemnity of forty (40) euros per invoice concerned by late payment will be due, corresponding to recovery fees, under the conditions provided by decree.

The Client may not in any case invoke the absence of full consumption of Envelopes or units provided in the Purchase Order to delay the payment of an invoice.

### **8.4. Service suspension - Cancellation of Services**

Furthermore, in case of non-compliance with the payment conditions indicated above, Universign reserves the right to suspend or cancel the provision of the Services ordered by the Client. It also reserves the right to suspend the performance of its obligations and to reduce or cancel any reductions granted to the latter.

## **ARTICLE 9 – REVISION**

### **9.1 Annual indexing**

The price will be revised annually. However, the price increase is limited to one times the variation of the revised Syntec index, increased by two percent (2%), with it being understood that the variation of the revised Syntec index used for calculation will be that observed over the entire period running from the last price revision applied by Universign.

In accordance with article 1167 of the Civil Code, in the event that the chosen index disappears, the Parties will use the closest index. Price calculations will therefore be made on the replacing index using the required correlation coefficient.

In case of dispute in the application of the new index, express competence is attributed to the Presiding Judge of the Paris Commercial Court.

### **9.2 Price modification in case of Service evolution**

Furthermore, Universign reserves the right to modify the prices of the Service(s) subscribed to by the Client,

particularly in the case of changes to applicable regulations or prices applied by operators or subcontractors, at any moment during the Contract's term, after having notified the Client in writing at least three (3) months before the date at which the new applicable prices will enter into force. The Client will have the option to terminate the Contract by notifying Universign by registered letter with acknowledgement of receipt within the given notice period. After the notice period of three (3) months and without notification from the Client, the new rates will automatically enter into force.

## **ARTICLE 10 – LIABILITY**

Universign undertakes to provide all reasonable care in the performance of the Services, in accordance with best practices and in collaboration with the Client but may only be held to an obligation of means.

Universign may in no case be held liable for damages other than those directly and exclusively resulting from a fault in the performance of the ordered Service.

Universign may not be held liable in case of non-compliant use of the Services with regard to the TCU/SCU or CGUW, careless application or failure to apply the advice for use provided as part of assistance, or advice not emanating from Universign itself.

Universign will be freed of any liability in case of an impossibility of access to the Services resulting from an event outside of its control.

Should Universign's liability be retained, for any reason and regardless of the legal grounds invoked or held, all damages combined and cumulated will be, by express agreement, limited to the amount excluding tax paid by the Client for the Service in question over the twelve (12) months prior to the damages' generating fact.

## **ARTICLE 11 – INTELLECTUAL PROPERTY**

The Parties declare that they have all intellectual-property rights, including author's rights, rights over drawings, and models and rights on patents and trademarks allowing them to conclude and perform the Contract.

Each of the Parties remains the holder of all its intellectual-property rights or other rights over the elements used by the other Party under this Contract, such as logos, trademarks, or the distinctive signs of each of the Parties, without recourse to any modification or adaptation without the express consent of the holder Party.

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

However, each of the Parties grants the other Party a personal, non-transferrable, and non-exclusive right of use over all the elements necessary or useful only for the performance of the Contract and in particular for the provision and operation of the service, for the duration of the Contract.



Universign guarantees that it is the holder of all intellectual-property rights over the Service and retains the intellectual-property rights to the Software Package. The Service, back-ups, associated API and the Documentation subject to the provisions of the Code of Intellectual Property are and will remain Universign' property. The Client undertakes not to directly or indirectly infringe upon Universign's rights.

The Client undertakes to take all necessary measures regarding authorized users and any external person who may have access to the Platform to ensure the secrecy of and respect for the property rights to said Software Package. In particular, the Client undertakes to take all provisions to ensure that its staff do not retain any documentation or copy of the Software Package outside of its production site.

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

Universign authorizes the Client to partially or wholly duplicate the Documentation and to add any necessary modifications, as well as to share this within its departments, in accordance with the Code of Intellectual Property. The Client will be responsible for any modifications it makes to the Documentation.

#### **ARTICLE 12 – COUNTERFEIT GUARANTEE**

In case of a claim that the Software Package infringes on an intellectual property right, Universign may, at its choice and at its own expense, either replace or modify all or any part of the Software Package, or obtain a use license for the Client, in order to allow it to continue using the Service, as long as the Client has respected the following conditions:

- That the Client has accepted and performed all its obligations under the terms of this document;
- That the Client has notified Universign, within a week, in writing, of the infringement action or the declaration having preceded said action;
- That Universign may ensure the defense of its own interests and those of the Client and, in order to do so, that the Client loyally collaborates with Universign in providing all elements, information and assistance necessary to properly manage such defense.

In the event that none of these measures would be reasonably feasible, Universign may unilaterally decide to terminate the Contract and reimburse the Client the fees paid under the Contract.

The provisions of this article define all of Universign's obligations with regard to patent and author's rights infringement as a result of the use of the Service.

#### **ARTICLE 13 – TERMINATION**

In the event of the Client's non-compliance with the obligations provided herein, Universign may cancel the

Service as of right and without any formality, if the Client does not remedy its breach within a period of thirty (30) days as of the issuance of the written notification delivered by Universign.

After notification of cancellation, the Client's user account will remain accessible until the last day of the month following receipt of the cancellation's implementation. However, no Service (Electronic Seal, Electronic Signature, Timestamping, etc.) may be used after the date of the Service's cancellation, with the Client's account remaining accessible only for consultation. Transactions underway on the date of the Service's cancellation will be cancelled.

Early termination or non-renewal due to the Client's termination of the Contract will not give rise to any reimbursement of sums collected by Universign under the annual Subscription and Services billed monthly, nor the amounts corresponding to non-exhausted Envelopes or units.

#### **ARTICLE 14 – CONFIDENTIALITY**

Under the terms of this contract, it is expressly agreed that any information concerning the Parties, their members, their subscribers, their staff, their suppliers, their equipment, their operating modes, and/or their organization, or any other information that may be related to their activity, transmitted by any means by the Parties under or with a view to the performance of the Service by Universign in application of the Contract, or of which the Parties come to know in the course of such performance, is strictly confidential.

As such, the Parties undertake to:

- Not use, directly or indirectly, in any way and for any purpose, all or part of said information on their own behalf or that of a third party, or to allow such use;
- Not divulge the information transmitted or brought to their knowledge by the other Party or revealed during the services carried out on the Partner's behalf to any third party, for any purpose and in any way;
- Not make changes or have any changes made by any means to the information or data provided, other than those provided for by the Contract, as well as to respect the security rules linked to their confidentiality;
- Store all information, documents or data transmitted by the other Party under the same security conditions as their own confidential data or documents;
- Respect and ensure that their staff, agents, subcontractors, or others respect the safeguarding and security measures taken both in terms of the logical security of hardware, IT programs, and networks, as well as guaranteeing the confidentiality and security of elements provided to the other Party or of which the other Party may have become aware as part of or during the Contract or the Services entrusted to them in application thereof.

Universign's subcontractors are not considered third parties under this article.

This confidentiality commitment will be applicable for the full term of the Contract and will continue for three (3) years after its expiry.

The obligation incumbent upon the Parties does not apply to information whose disclosure has been authorized by the other Party.

It is specified that the Contract, its annexes, and amendments are also confidential and may not be communicated to third parties without the agreement of the Parties, with exceptions expressly made for the obligations of disclosure to which Universign may be bound under legal obligations or as part of legal proceedings, and in the situations necessary for the proper performance of this Contract by the Parties.

#### **ARTICLE 15 – LEGAL COMPLIANCE**

Universign complies with French and European regulations applicable to it as a trust-service provider. Universign is not required to assume the Client's legal and administrative obligations, including those related to the Services provided under this Contract.

It is the Client's responsibility to ensure compliance with the laws and regulations applicable to it, without being able to hold Universign liable.

The use of said Services by Signatories not located in the Client's stated country of residence, while not expressly prohibited as long as the contractual provisions are respected, shall in no case enable the Client to assert its rights outside of the European Union.

In application of decision (EU) 2015/115 of the European Commission of 8 September 2015, the qualifications and certifications of trust services provided by Universign are accessible from the website <https://eidas.ec.europa.eu/efda/tl-browser/#/screen/home> (European Commission publication website).

#### **ARTICLE 16 – PERSONAL DATA**

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

##### ***16.1. Universign acting as Data Controller***

Universign processes the Personal Data necessary to:

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

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

The characteristics of said processing and its modalities of implementation are specified in the Annex "Processing and securing of Personal Data under the Contract".

##### ***16.2. Universign acting as Joint Data Controller***

If necessary, if the Client has subscribed to the signed Document Storage and Conservation service, the Personal-Data processing carried out is implemented under the joint responsibility of Universign and the Client.

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

The characteristics of said processing and its modalities of implementation are specified in the Annex "Processing and securing of Personal Data under the Contract".

#### **ARTICLE 17 – MISCELLANEOUS PROVISIONS**

**Force Majeure:** Should a case of force majeure arise, in the sense normally 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 benefit of force majeure must inform the other Party as soon as possible through the delivery of a registered letter with acknowledgement of receipt. This letter will contain a brief description of the event presenting the characteristics of force majeure, as well as an estimation of its duration, and will inform the other Party of any reasonably foreseeable consequences of said force majeure on the performance of the Contract.

The Contract's performance will initially be suspended for a duration of fifteen (15) days.

If the situation of force majeure exceeds this period, each Party may then terminate the Contract as of right by registered letter with acknowledgement of receipt. This termination will take force fifteen (15) days after its receipt. Any services not performed, in the case of force majeure or unforeseen circumstances, will not entitle the client to payment.

**Notifications:** Any Client complaint or notification must be delivered to Universign by postal mail at its registered office at 5-7, Rue de Faubourg Poissonnière - 75009 Paris or via the forms available on the Website.

**Partial nullity:** The declaration of nullity or ineffectiveness of any Contract stipulation will not automatically imply the nullity or ineffectiveness of other stipulations unless the balance of the contract has been modified.

**Parties' commitments:** The Parties agree that the Purchase Order's validation, the Contract's conclusion and renewal, and the payment of fees and/or invoices issued, imply that the Client has read and accepted the Terms and Conditions in force on the date of said validation, conclusion, renewal, or payment. The Client is informed that these Terms and



Conditions are accessible from the Website in accordance with article 1125 and 1127-1 of the Civil Code.

Previous versions of the terms and Conditions are also available on the Website. The Parties agree that these are only provided for informative reasons and do not imply the applicability of previous versions.

It is understood that these Terms and Conditions cancel and replace any in-force Terms and Conditions previously accepted between the parties with the same purpose. They prevail over any unilateral document from either party, including the Client's purchase order. However, any specific conditions indicated in the Purchase Order duly signed by both parties will remain applicable to the Services exclusively indicated in said document. No particular annotation added by hand by the Client will be valid unless expressly accepted by Universign.

**Transfer, subrogation, substitution:** In no case may the Contract be fully or partially transferred by the Client, in exchange for payment or for free, without Universign's written, express and prior authorization.

**No waiver:** The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations foreseen herein may not be interpreted as a waiver of the obligation in question in future. The Client irrevocably waives any request, claim, right, or action against Universign relating to the Contract's performance formulated more than twelve (12) months after the generating fact and, as such, irrevocably waives the possibility of bringing any action before any court against Universign on this basis.

**Nullity of a clause:** Should any clause of these TCU be considered null and void, in application of a law or regulation or following a judicial decision, it will be deemed to have not been written and the other clauses will remain in force.

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

**References:** Universign will refrain from mentioning or including in any communication support intended for the general public, no matter the support used, the Client's name or logo, the products or services supplied to Client and/or the services carried out on the Client's behalf, without the Client's prior written agreement. However, the client hereby expressly authorizes Universign, on an exceptional basis, to reproduce the Client's name and logo on its websites and communication supports in its client list from the date of the Contract's signature.

#### **ARTICLE 18 – APPLICABLE LAW AND JURISDICTION**

All contractual documents making up the Contract are governed by French law. Only the French version of this document is enforceable against the parties, even in the presence of translations, with these being understood by express agreement as having been provided for simple convenience and having no legal effect, in particular over the interpretation of the contract or the Parties' common intention.

In case of difficulties in the performance and/or interpretation of the documents making up the Contract and prior to the referral to the competent courts, the Client will approach Universign in order to implement their best efforts to resolve their dispute.

**IN CASE OF DISPUTE, AND FOLLOWING AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS ATTRIBUTED TO THE PARIS COMMERCIAL COURT, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, INCLUDING FOR EMERGENCY AND SUMMARY PROCEEDINGS, OR IN APPEAL OR BY PETITION.**

**IN THE CASE OF THE CLIENT'S OPPOSITION TO AN APPLICATION FOR AN ORDER TO PAY, EXPRESS JURISDICTION IS ALSO ATTRIBUTED TO THE PARIS COMMERCIAL COURT.**

# ANNEX 1: DESCRIPTION OF SERVICES THAT MAY BE ORDERED

The Services that may be ordered, provided by Universign to the Client, are as follows:

- The Electronic Signature of Documents and associated services;
- The issuance of Electronic Signatures for Signatories (for level-2 signatures) and associated services;
- The Electronic Sealing of Documents and associated services;
- The issuance of Electronic Certificates for the Electronic Seals and associated services;
- The Conservation of signed Documents and associated service;

- The validation of Signatures and Seals and associated services;
- The Electronic Timestamping of Documents and associated services;

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

The description of services is indicated in the TCU/SCU available to the public on the Website.

# ANNEX 2: PROCESSING AND SECURING OF PERSONAL DATA

For the Service's implementation, the User explicitly and freely consents to the processing of their Personal Data by Universign, after having been informed of the characteristics of said processing. The use of the Service is subject to this consent. The characteristics of User Personal-Data processing is specified in this annex.

## 1. NATURE OF PERSONAL-DATA PROCESSING IMPLEMENTED BY UNIVERSIGN

As part of the performance hereof, the Parties agree that the following processing will be implemented for the indicated term.

Purposes	Data storage periods before deletion
To create Users' Universign accounts and manage their access to the Service(s)	12 months after the end of the relationship with Universign
To allow the use of Universign Services	12 months after the end of the relationship with Universign
Creating electronic-signature or seal certificates	17 years after the certificate's issuance
To store evidence of electronic transactions for the purposes of supervisory-authority audits or to produce in case of dispute	15 years after the Transaction
To allow Users to request information about Universign Services	12 months after the end of the relationship with Universign
To identify User needs through cookies in order to provide them with better adapted services	13 months after the cookie's installation
To provide technical support and allow the proper functioning of the Service and its security	12 months after the end of the relationship with Universign
To improve the Services and adapt their features and develop new ones	12 months after the end of the relationship with Universign
To offer custom content to make Services more relevant and/or adapted to User expectations	12 months after the end of the relationship with Universign
To give notice of modifications, updates, and other announcements regarding the Services	12 months after the end of the relationship with Universign

In order to perform the Service, Universign will process Personal Data according to the means provided hereunder.

## 2. JOINT RESPONSIBILITY FOR PERSONAL-DATA PROCESSING

As part of the joint responsibility for the processing carried out, if applicable, for the Storage and Conservation of documents, responsibilities are divided between the joint responsible parties as follows:

Division of responsibilities		
Obligations	Client	Universign
Collecting the Signatory's personal data before transmission to Universign (email, telephone number to receive the OTP (when completed by the Client))	Yes	No
Collecting the Signatory's personal data for the needs of the Signature (event log, telephone number to receive the OTP when completed by the signatory, IP address)	No	Yes
Determining the purpose of processing	Yes	Yes
Determining the means of processing	No	Yes
Implementing procedures for the exercise of data subjects' rights over their Personal Data	Yes, in collaboration with Universign	Yes
Establishing the duration of storage	Yes	No
Destruction and/or restoration of data	Yes, for the decision	Yes, for execution
Duty of cooperation with DPAs	Yes	Yes
Audit	Yes	Yes
Information about recipients	No	Yes
Choice of server-hosting location	No	Yes
PIA	No	Yes
Security and Confidentiality	No	Yes
Reversibility/Portability	Yes, for the decision	Yes, for execution
Traceability	No	Yes
Service continuity, back-ups and integrity	No	Yes

## 3. INFORMING DATA SUBJECTS

Each Party must implement the necessary measures to inform the individuals concerning whom Personal Data has been collected, in accordance with applicable regulations. In particular, said individuals must be informed of the purpose of processing as well as the rights to which they are entitled (right of access, correction, deletion, etc.). The Personal-Data retention period is determined according to the purpose of its processing. Universign undertakes not to use Client Personal Data for commercial-solicitation purposes.

#### **4. LOCATION OF PERSONAL DATA**

In the event of the transfer or hosting of Personal Data outside of the European Union, Universign will inform the Client and the data subjects in question.

Universign ensures that sufficient guarantees are provided to govern transfers of Personal Data to third countries, in particular via the implementation of binding corporate rules (“BCR”) or the use of the standard contractual clauses (“SCC”) 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 will have access under the Contract, Universign undertakes to take and maintain in state-of-the-art condition all useful precautions in order to preserve Personal Data security and in particular to prevent their alteration or damage and prevent any access not previously authorized.

Universign implements an information-system security policy and makes available to the Client the documents regarding the security of its Personal Data, within the limits of information confidential to Universign or revealing business secrets.

#### **6. PERSONAL DATA AND UNIVERSIGN STAFF**

Universign is responsible for its staff, employees, and subcontractors, and for their compliance with its obligations under this Contract.

In this regard, Universign’s staff may not access, use, or modify Personal Data, except in the case of authorized staff when strictly necessary for the purposes of providing the Service, preventing, or resolving technical problems, or to ensure its security.

Universign staff are contractually subject to an obligation of confidentiality stipulated in an employment contract and have the necessary knowledge to ensure the confidentiality of Personal Data.

Universign implements organizational and technical measures to ensure its staff’s compliance with its obligations, in particular in terms of the control of persons authorized to access Personal Data, access security, 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 undertake to cooperate loyally and without delay with all requesting or supervisory authorities acting in a legal context.

The Parties undertake to mutually assist one another and facilitate any operating relating to the exercise of data subjects’ rights, in particular the rights of access, correction, and deletion, insofar as they may not directly respond except in the case of legal, regulatory, or normative obligation making such undertaking impossible.

#### **8. NOTIFICATION OF PERSONAL-DATA BREACHES**

The Parties undertake to mutually inform each other of the occurrence of any Personal-Data breach having or likely to have direct or indirect consequences on said Personal Data and/or which may negatively affect the image, reputation, or honor of either Party.

This notification must be made as soon as possible after the discovery of the Personal-Data breach or following receipt of the complaint to inform the supervisory authority.

In the event of a Personal-Data breach, this notification will include the nature of the breach, its probable origin, the categories and approximate numbers of people concerned by the breach and the categories and number of Personal Data concerned. The Party becoming aware of the breach will describe the probable consequences thereof and the measures taken or which the Party proposes to take to remedy this breach, including, if applicable, measures to mitigate possible negative consequences.

The Parties undertake to cooperate in good faith and to jointly decide on the measures made necessary by the discovery of a Personal-Data breach insofar as this breach affects or is likely to affect only the Client’s Personal Data.

#### **9. SUBCONTRACTING**

As part of the Services, Universign may work with subcontractors.

Universign will do everything possible to ensure that service providers or subcontractors present sufficient technical and organizational guarantees assuring the protection of Personal Data, and that their action and the conditions of the services are compatible with its own commitments as defined herein. Universign remains entirely responsible for the Service’s performance.