



## GENERAL CONDITIONS OF USE OF WIMI SERVICES

**CLOUD SOLUTIONS** MEANS THE COMPANY **CLOUD SOLUTIONS SAS**, WITH CAPITAL OF **138,352.50** EUROS, WHOSE REGISTERED OFFICE IS LOCATED AT **23 RUE D'ANJOU, 75008 PARIS**, REGISTERED WITH THE **PARIS TRADE AND COMPANIES REGISTER** UNDER NUMBER **528 893 522** AND REPRESENTED BY ITS LEGAL REPRESENTATIVE **MR. ANTOINE DUBOSCQ**.

**CLOUD SOLUTIONS** OFFERS, IN PARTICULAR THROUGH ITS **"WIMI"** SOFTWARE, A COLLABORATIVE SUITE IN **SAAS** MODE. THE **"WIMI"** SERVICES MARKETED BY **CLOUD SOLUTIONS** (HEREINAFTER **"THE SERVICES"**) PROVIDE ACCESS TO A COLLABORATIVE WORK PLATFORM. THESE SERVICES ALLOW USERS TO CREATE AND ADMINISTER SECURE COLLABORATIVE WORKSPACES, INVITE USERS TO JOIN THE SPACE THUS CREATED, CENTRALIZE, SHARE, AND ELECTRONICALLY MANAGE DOCUMENTS WITHIN THE SPACES, MANAGE TASKS, SHARE CALENDARS, ORGANIZE MEETINGS, COMMUNICATE, ETC.

AFTER HAVING BEEN ABLE TO STUDY THE SERVICES OFFERED BY **CLOUD SOLUTIONS** AND HAVING ENSURED THAT THEY MEET ITS NEEDS, THE CLIENT DECLARES:

- HAVE ALL NECESSARY AND SUFFICIENT INFORMATION AND DOCUMENTATION RELATING TO THE SERVICES;
- HAVING HAD THE OPPORTUNITY TO ASK **CLOUD SOLUTIONS** ALL THE QUESTIONS FOR WHICH HE WISHED TO OBTAIN CLARIFICATION AND HAVING RECEIVED APPROPRIATE AND COMPLETE ANSWERS FROM **CLOUD SOLUTIONS**;
- HAVE THE TECHNICAL RESOURCES AND HUMAN SKILLS TO ENABLE THE PROPER USE OF THE SERVICES.

USE OF THESE SERVICES IS GOVERNED BY THESE GENERAL CONDITIONS OF USE.

### 1. Object

These general conditions define the conditions of use of the Services. They define both the rules concerning the public or private entity that is a client of **CLOUD SOLUTIONS** but also concerning End Users and Guest Users.

### 2. Acceptance

The Customer must accept the Terms before using the Services. The Customer will not be able to use the Services without accepting the Terms.

The terms of use are validated by both the Client and the End Users before any use of the Services. This acceptance is formalized by a checkbox on Wimi.

No special condition or general conditions of purchase may, unless formally accepted in writing and expressly by **CLOUD SOLUTIONS**, prevail over or supplement these General Conditions.

### 3. Destination of Services

The Customer certifies that it uses the Services and makes the Services available to its End Users and Guest Users only in the context of a professional activity.

In this context, the Client acknowledges and accepts that the protective provisions applicable to contracts concluded with consumers as well as the provisions of articles 1127-1 and 1127-2 of the Civil Code are not applicable to him.

### 4. Definitions

"Customer" means the natural or legal person who subscribes to the Wimi offer and who makes the Services available to End Users and Guest Users.

"End User" means one or more employees or agents of the Customer to whom the Customer grants the right to use the Services.

"Guest User" means any natural person who is a third party to the Customer and to whom the Customer grants the right to use the Services. "Wimi" means the online collaborative workspace provided by the Services.

"Wimi Manager" means the user who manages the Wimi and who determines the privileges of each End User and/or Guest.

"Services" means access to all products, software and services integrated into the Wimi suite.

"Subscription Plan" means the specific conditions of access for a Client to the Services in return for the payment of a fee for a defined period.

"Content" means any data, information, image, file, sound, text, program, software, code, or element of any nature that would be exploited, disseminated, stored, transmitted, issued, collected, processed or made available directly or indirectly by means of the Services.

### 5. Safe

The Customer is authorized to provide End Users and/or Guest Users with access to its Wimi.

In these cases, the Client guarantees that the Services it provides and that its End Users and guests provide are used in accordance with the technical and legal specifications.

In this sense, the Client is aware and acknowledges that it is responsible for the actions and non-actions of the End Users and/or Guest Users to whom it has authorized access to the Services.

### 6. Registration

To use the Services, the Customer may be required to complete and submit a registration form. As part of this registration process, the Customer agrees to:

- (i) to be listed as a reference on commercial sites presenting the Wimi offer and
- (ii) provide current, complete and accurate information and
- (iii) maintain and update this information so that it is always current, complete and accurate.

In the event that the Client's registration data proves to be inaccurate, incomplete or obsolete, **CLOUD SOLUTIONS** may terminate the rights to use the Services without notice and without compensation.

### 7. Access to services

**CLOUD SOLUTIONS** undertakes to take reasonable measures to make the Services available via the Internet, twenty-four hours a day, seven days a week.

**CLOUD SOLUTIONS** will be authorized to take measures that affect this accessibility, in particular to carry out maintenance operations or to protect the confidentiality or integrity of data, without its liability or compensation being sought.



It is also agreed that CLOUD SOLUTIONS cannot be held responsible for any unavailability relating to the Client's Internet connection or problems related to the Client's web network.

The Client undertakes that access to the Services is strictly personal and is allocated to a natural person exclusively and may under no circumstances be shared between several natural persons or allocated to an entity other than a natural person.

The Client undertakes to respect the definition of the status of End User and Guest User as defined in this document and to respect the access rights assigned to it.

## **8. License**

Access to the Services and use of the related products is licensed and not sold.

This is a right of use granted exclusively under the conditions determined by the Subscription Plan subscribed to, in particular for the number of End Users and Guest Users, assistance and storage space defined by the Subscription Plan subscribed to.

This license is issued worldwide, non-transferable and non-exclusive, this right cannot be sublicensed without the prior agreement of CLOUD SOLUTIONS.

## **9. Use of the Services**

The Customer undertakes to ensure that their Wimi is used under reasonable conditions.

The Customer is solely responsible to CLOUD SOLUTIONS and to third parties for the use of the Services, the Content downloaded, transferred, publicly edited, processed or entered into the Services, their account on Wimi, the management of their Wimi, and any transmission during the use of the Services.

The Client undertakes in particular to:

- (i) Not attempt to gain unauthorized access to other computer systems or interfere with another Customer's use and enjoyment of the Services;
- (ii) Comply with national laws governing the online service, not to send, distribute, make available or transmit any software or other computer file containing a virus/harmful component;
- (iii) Do not use the Services for illegal purposes;
- (iv) Not to delete anything in the products, software, documents or websites used in connection with the Services, including legal notices, disclaimers or copyright or trademark symbols, not to modify any logo that it does not own and that it is not authorized to modify;
- (v) Not to interfere with or disrupt networks connected to the Services;
- (vi) Not infringe the copyright, patent, trademark, trade secret or other proprietary right of any third party; and
- (vii) Do not transmit illegal, confidential, harassing, defamatory, racist, indecent, abusive, violent, threatening, vulgar, obscene or any other material that infringes the rights of third parties or violates any applicable legislation in any way.

## **10. Suspension of services**

CLOUD SOLUTIONS reserves the right to suspend access to the Services without notice or compensation in the event of:

- (i) Non-payment of amounts due to CLOUD SOLUTIONS after a period of 30 days;
- (ii) Improper use of the Services;

- (iii) Any action or omission by the Client likely to engage the liability of CLOUD SOLUTIONS.

The Services will be restored as soon as possible once the cause of the suspension has been lifted by the Customer.

If the Client fails to regularize the situation after a period of 60 days, CLOUD SOLUTIONS reserves the right to terminate this contract at the exclusive fault of the Client and without prejudice to any amount due, in particular the payment of royalties until the end of the subscribed period.

Suspension of access to the Services or early termination of the Contract will not give rise to any reimbursement of fees paid in advance, nor to any compensation.

## **11. Evolution of Services**

CLOUD SOLUTIONS is constantly innovating.

The Client acknowledges and accepts that CLOUD SOLUTIONS reserves the right to develop its Services, update the Services, add new features or create new Services.

The adaptations are imposed on the Client, CLOUD SOLUTIONS ensuring beforehand:

- That the Client is informed in good time when developments require it;
- That this adaptation does not diminish the commitments made by CLOUD SOLUTIONS to the Client.

New features, unless they are necessary for the proper functioning of the Services or imposed for regulatory reasons, are activated at the sole discretion of the Customer and are included in the price paid by the Customer, unless otherwise indicated.

The Client cannot blame CLOUD SOLUTIONS for the lack of adaptation or the implementation of new functionalities.

## **12. Security**

The Customer is solely responsible for all activities occurring on his account.

It is the Customer's responsibility to raise awareness among its End Users and Guest Users of security measures and to ensure their training in this regard.

The Customer agrees to immediately notify CLOUD SOLUTIONS of any unauthorized use of its account or any other known breach of security in accordance with the terms described herein.

CLOUD SOLUTIONS cannot be held responsible for any losses/damages that the Customer may suffer as a result of a third party using their password or account, as the case may be, with or without their consent.

The Customer may be liable for any losses that CLOUD SOLUTIONS or any other party may suffer as a result of such use.

## **13. Passwords**

The Client undertakes to adopt appropriate measures for the conservation of passwords under conditions of confidentiality.

The Customer is solely responsible for maintaining the confidentiality of the identifiers and passwords of End Users and Guest Users.

passwords are not accessible to CLOUD SOLUTIONS employees, in the event of forgetting or an anomaly, End Users and Guest Users are invited to use the "Forgotten password" procedure which appears on the login page of their Wimi account.

## **14. Property**



All content of the websites and computer programs, software, products, interface graphics or other elements associated with the Services provided by CLOUD SOLUTIONS is protected by intellectual property rights belonging exclusively to CLOUD SOLUTIONS.

This content may not be reproduced, translated, transcribed, or modified in any form or by any means without the prior written consent of CLOUD SOLUTIONS.

The Client is not authorized to copy, modify, distribute, publish, transmit or create derivative works from any element of this content.

The Licenses granted by the Conditions do not give the Customer any rights to the content of the websites, computer programs, software, and products associated with the Services provided by CLOUD SOLUTIONS, nor to the associated logos and other names, logos, icons and marks identifying CLOUD SOLUTIONS products and services which must not be used without the prior written permission of CLOUD SOLUTIONS.

Any Content that the Customer uploads, transfers, publicly edits, processes or enters into the Services remains the exclusive property of the Customer if the Customer is the legal owner. CLOUD SOLUTIONS cannot claim ownership of the data transmitted and generated by the Customer in the context of the use of Wimi.

CLOUD SOLUTIONS has no responsibility for these elements. The Client guarantees that it holds all rights required for the exploitation of the Content that will be used via the Services.

#### 15. Terms and Conditions Specific to Guest Users

The Customer may make its Wimi available to its End Users and Guest Users.

The Client undertakes to respect the access conditions assigned to each of these statuses.

It is specified in this sense that Guest Users having an email address from the same domain as that of end users regularly connecting to Wimi from an IP address belonging to the Client cannot be considered as "Guest Users".

The number of Guest Users cannot exceed 5 times the number of End Users unless prior agreement is obtained from CLOUD SOLUTIONS.

CLOUD SOLUTIONS reserves the right to retroactively reclassify as End Users Guests who do not meet the conditions of the corresponding status.

#### 16. Guarantees

In connection with the use of the Services, the Customer guarantees CLOUD SOLUTIONS against any recourse and will thus bear all liability, loss, costs, damages, expenses and attorneys' fees that would result from or be linked to (a) a breach on its part of these Conditions or to complaints expressed concerning its account; (b) fraud or manipulation on its part; (c) information, data, files or other Content provided by it; or (d) any claim of credit card fraud based on any information that the Customer would have disclosed.

#### 17. Responsibility

CLOUD SOLUTIONS is bound by an obligation of means concerning its obligations.

IN NO EVENT SHALL CLOUD SOLUTIONS BE LIABLE FOR ANY INDIRECT LOSSES, LOSS OF PROFITS OR ANTICIPATED SAVINGS, LOSS OF REVENUE, LOSS OF DATA, OR THIRD-PARTY CLAIMS RELATING TO DEFECTS OR FAILURES IN THE SERVICES.

THE CUSTOMER SHALL NOT BE ENTITLED TO A REDUCTION IN PAYMENT, DAMAGES, OR OTHER SANCTIONS IN THE EVENT OF CONTINUOUS INTERRUPTIONS OF SERVICES OF A DURATION OF LESS THAN TEN (10) CONSECUTIVE DAYS.

IN ANY EVENT, CLOUD SOLUTIONS' LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR USE OF THE SERVICES DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE ALLEGED BREACH OF THE CONTRACT, AND SHALL NO LONGER BE INVOLVED AFTER A PERIOD OF FORTY-FIVE (45) CALENDAR DAYS AFTER THE OCCURRENCE OF THE REASONS FOR THE CLAIM.

CLOUD SOLUTIONS cannot be held liable under any circumstances on the following grounds:

- improper use of the Services;
- lack of cooperation from the Client in managing an incident;
- consequence for the Client following a security test;
- failure, malfunction or unavailability of the Services resulting from a third party excluding CLOUD SOLUTIONS subcontractors;
- unauthorized access to the Client's content due to a failure on its part that has allowed an accidental or illicit security breach;
- suspension of Services, particularly in the event of non-compliance by the Client with its obligations or late payment;
- carrying out maintenance operations.

The Client agrees to cooperate with CLOUD SOLUTIONS in the event of defense of a claim, complaint, action or prosecution.

#### 18. Subscriptions and Fees

To benefit from access to the Services, excluding the free trial period granted by CLOUD SOLUTIONS, the Client subscribes to a Subscription Plan and pays a periodic fee in accordance with the Subscription Plan chosen.

At the subscription of a Plan, an automatic renewal option is activated by default to ensure the service continuity. The Client can deactivate at any time the automatic renewal option if needed.

Access to the Services is granted exclusively under the conditions determined by the Subscription Plan subscribed to, in particular for the number of Users, assistance and storage space defined by the Plan subscribed to which determines the characteristics of your Wimi.

The descriptions of the Services presented on the CLOUD SOLUTIONS Site specify, for each Subscription Plan, the duration of the Subscription taken out, the elements included in the plan and the type of use, personal or professional, permitted.

*Special case of the Free Subscription* . A free subscription expressly granted by CLOUD SOLUTIONS does not require the payment of a subscription fee. Any free subscription has a duration of 30 days which may be renewed or not for the same duration at the sole discretion of CLOUD SOLUTIONS.

In the event of inactivity (no connection) on the Wimi account exceeding 120 days, CLOUD SOLUTIONS reserves the right to interrupt services and delete data stored on the Customer's Wimi.

If the Client has subscribed to a specific Plan including a free trial period, CLOUD SOLUTIONS will provide free use of the Services during this period from the confirmation of the subscription request in the case of online subscription, or otherwise, from the signing of the subscription request.

At the end of the trial period, if the Customer does not wish to continue with a paid subscription plan, CLOUD SOLUTIONS reserves the right to interrupt the services and delete the data stored on their Wimi.

The total amount of fees due for the subscription period subscribed to remains definitively acquired and/or due, even in the event of termination of the subscription for any reason whatsoever except if CLOUD SOLUTIONS does not respect its contractual obligations and/or decides to definitively stop the Services.

In the event that the Customer cancels the credit card provided to CLOUD SOLUTIONS or if the card is terminated, the Customer must immediately provide CLOUD SOLUTIONS with a new, valid credit card number. If the Customer fails to provide CLOUD SOLUTIONS with a valid, sufficiently funded credit card number, the Customer will be in breach of these Terms.



In the event that the Customer changes or closes the bank account provided to CLOUD SOLUTIONS for direct debit, the Customer must immediately provide CLOUD SOLUTIONS with a new direct debit authorization from their new bank account. Failure to provide CLOUD SOLUTIONS with a new direct debit authorization or if their account is insufficiently funded will constitute a breach of these Terms.

CLOUD SOLUTIONS reserves the right to discontinue or modify any coupon, credit, or special promotional offer at its sole discretion.

You can change your Subscription Plan at any time. In the event of a change, billing will be pro rata temporis for the new Subscription Plan.

In the event of a repeated payment default, payment of the subscription for the entire period subscribed to in the Subscription Plan must be made to CLOUD SOLUTIONS in full within thirty (30) days following the date of issue of the invoice or the initial payment request. Interest, as a penalty, may be charged in accordance with the legislation in force for the period running beyond this period. CLOUD SOLUTIONS will be authorized to charge fees for any payment reminder and reserves the right to send reminder messages by email.

## 19. Termination

CLOUD SOLUTIONS may, without compensation or notice, terminate these Terms if (i) the Customer breaches them without remedying it within 8 days of written notification.

CLOUD SOLUTIONS shall not be held liable to the Client or any third party for the termination of the Service or its use.

Upon termination for any reason, Customer is no longer authorized to use the Services and will no longer have access to any data and other materials stored by Customer in connection with the Services.

In the event of termination for any reason whatsoever, CLOUD SOLUTIONS undertakes to notify the Client electronically with 21 days' notice of the activation of the secure erasure procedure for all of your data.

Unless otherwise agreed between the parties, the secure deletion procedure provides for the following steps:

- For files, an overwrite on the blocks storing files and a deletion of the Client-specific encryption key are performed. A copy of deleted files remains in the backups until their permanent deletion through backup rotation.
- For data stored in the database relating to the Customer's use of the Service, data deletion is carried out upon deletion of the Wimi account created by the Customer. A copy of the deleted data remains in the backups until their final deletion through backup rotation.
- for machine logs, being on a shared service, to ensure consistent monitoring, carry out analyses on the history and in the interest of continuous optimization of the CLOUD SOLUTIONS infrastructure, CLOUD SOLUTIONS does not offer their immediate deletion, but these will naturally be deleted at the end of the conservation of the history logs according to our usual conservation periods of said logs

The secure deletion procedure can last up to 3 days. At the end of this procedure, a deletion report will be systematically produced and communicated to the Client in a secure manner.

Accordingly, the Customer must ensure that it has the necessary backup copies.

For Subscription Plans that include SecNumCloud qualification, CLOUD SOLUTIONS provides the Customer with a Wimi that has received SecNumCloud qualification. In the event of loss of this qualification, the Customer may choose to terminate this Agreement, without any compensation or penalty, subject to one month's notice.

ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL UNDERTAKINGS EXPRESSED IN THESE TERMS AND CONDITIONS (1) ARE ESSENTIAL TO THE AGREEMENT BETWEEN THE

PARTIES AND (2) SHALL SURVIVE EVEN IN THE EVENT OF TERMINATION OR WITHDRAWAL OF THESE TERMS AND CONDITIONS.

## 20. Support

CLOUD SOLUTIONS provides assistance to the Client for any technical or functional questions relating to the normal use of the Services.

CLOUD SOLUTIONS provides this assistance by email to the Customer, responding without undue delay from the notification. The Parties will communicate via the email addresses that the Customer provided when registering for Wimi services and the email addresses present on Wimi commercial sites.

If the Subscription Plan subscribed to offers, in addition to this email assistance, telephone assistance or remote assistance, this assistance may not exceed the quota of hours defined by the Subscription Plan.

The support service will only be available from 9 a.m. to 6 p.m. on business days. Any call/email received outside of these hours will be deemed to have been received the following business day.

In the case of online assistance, CLOUD SOLUTIONS may, with the prior consent of the Customer, be required to connect to their Wimi. In this case, CLOUD SOLUTIONS undertakes to keep confidential all information to which it has access.

The Customer undertakes not to make excessive use of CLOUD SOLUTIONS' support. Before using the support service, End Users must consult the documentation and prerequisites provided by CLOUD SOLUTIONS and, if necessary, carry out the necessary initial tests.

The Customer is prohibited from contacting support for services or products that it has not contracted directly with CLOUD SOLUTIONS. If CLOUD SOLUTIONS finds that its Services are available and in good working order, that the existence of the incident cannot be confirmed or that the incident is not the responsibility of CLOUD SOLUTIONS, CLOUD SOLUTIONS will inform the Customer.

In this case, the time spent by CLOUD SOLUTIONS to carry out the diagnosis and assist the Client may be invoiced as additional services.

## 21. Backup

If the subscription plan allows it, CLOUD SOLUTIONS may give the Client the option of making their own backup using the tools made available to them.

Even if CLOUD SOLUTIONS has secure backup systems for your data, CLOUD SOLUTIONS declines all responsibility for any loss or distortion of Content exchanged electronically on or through the Services. Content backup is the sole responsibility of the Customer. In view of the risks that the use of a SaaS solution may represent and despite CLOUD SOLUTIONS' commitments, the Customer is invited to take any additional measures it deems necessary to protect its data.

## 22. Maintenance

CLOUD SOLUTIONS provides preventive and corrective maintenance services.

As part of preventive maintenance, CLOUD SOLUTIONS undertakes to supervise the proper functioning of the Services by any means it deems necessary.

To do this, it may carry out scheduled service interruptions.

These service interruptions will be notified to the Customer in advance and will be implemented over time slots and for durations designed to minimize their impact on the Customer.

The Customer shall not be entitled to any compensation for this scheduled maintenance. Similarly, service level commitments are not applicable in the event of scheduled maintenance.

As part of corrective maintenance, CLOUD SOLUTIONS undertakes to correct any malfunction of the Services.



CLOUD SOLUTIONS undertakes to act to correct this defect without undue delay from the written notification sent to it.

The malfunction must be detailed and reproducible to be handled by CLOUD SOLUTIONS which decides on the appropriate level of criticality.

The Client is required, within the timeframes required by CLOUD SOLUTIONS, to respond to any request for additional information likely to analyze the incident and its consequences.

It is understood between the Parties that the following do not fall within the scope of maintenance and are, where applicable, subject to specific invoicing:

- CLOUD SOLUTIONS interventions linked to non-compliant use of the Services;
- CLOUD SOLUTIONS interventions linked to an error on the part of the Client;
- Alteration of the Services by the Customer.

### **23. Service levels**

CLOUD SOLUTIONS aims for a minimum annual accessibility rate of 99.95% (excluding scheduled maintenance).

In the event of major defects which seriously prevent the use of the Services and which are exclusively attributable to CLOUD SOLUTIONS, CLOUD SOLUTIONS undertakes to act to correct this defect without undue delay.

In the event of a case requiring activation of the business recovery plan, the maximum duration of unavailability of services is set at 48 hours.

Furthermore, CLOUD SOLUTIONS undertakes to inform by email the Client of any substantial change that will affect the quality of the services provided one month minimum prior to the change.

### **24. Hosting and protection against non-European rights**

CLOUD SOLUTIONS undertakes to host the data stored and processed as part of Wimi's usage within the European Union (unless customers are notified of an ANSSI waiver. At present, Wimi does not need or have any such dispensation.19).

CLOUD SOLUTIONS remotely accesses the data centers hosting the Services to perform administrative and/or support actions.

All support and administration operations for the Wimi service are carried out by Cloud Solutions employees under contract and in France (or the EU).

CLOUD SOLUTIONS' registered office, central administration and principal place of business are located in France.

CLOUD SOLUTIONS has analyzed the risks that could subject Wimi, its administration, supervision, support operations or its use to legal constraints from a non-European government and has concluded that there are no such risks. CLOUD SOLUTIONS may communicate to the Client, at its request, the elements used to assess these risks. CLOUD SOLUTIONS is nevertheless actively monitoring the situation.

In the context of Wimi, CLOUD SOLUTIONS does not use any third-party service or provider - including a subcontractor - that has its registered office, central administration or principal place of business in a non-member state of the European Union or that is owned or controlled by a third-party company domiciled outside the European Union. No third-party service or provider used by CLOUD SOLUTIONS has the technical capability to obtain data operated through the service. These services or third-party providers are explicitly committed by CLOUD SOLUTIONS in its contractual relationship with them to guarantee their operating autonomy

CLOUD SOLUTIONS guarantees that technical data (identities of beneficiaries and administrators of the technical infrastructure, data manipulated by the Software Defined Network, technical

infrastructure logs, directory, certificates, access configuration, etc.) are stored within the European Union.

CLOUD SOLUTIONS undertakes to formally inform the customer, within one month, of any legal, organizational or technical changes that may have an impact on its protection under non-European law.

### **25. Subcontractors and third-parties' relationships**

CLOUD SOLUTIONS is authorized to use subcontractors for the performance of obligations in accordance with this Agreement.

CLOUD SOLUTIONS takes the necessary measures to ensure that the subcontractor operates under the conditions set out herein.

In the event that the Client finds that the subcontractor does not comply with the terms of these conditions, it will immediately inform CLOUD SOLUTIONS, which will be responsible for resuming the service directly or choosing a new subcontractor.

To the extent that a change in third parties involved in the implementation of the service affects the level of security of the service, CLOUD SOLUTIONS undertakes to inform all Clients without delay and implement measures to restore the previous level of security.

### **26. Confidentiality**

The Client and CLOUD SOLUTIONS undertake to keep confidential any information and documents concerning the other party, of whatever nature, financial, technical, social or commercial, which may have been accessible during the execution of the contract.

Unless otherwise granted by the Client, CLOUD SOLUTIONS is not authorized to access in read or write mode the Content that the Client manages through the Services.

CLOUD SOLUTIONS is prohibited from disclosing to a third party any information relating to the service to which the Client subscribes and which is governed by this contract (except with the express authorization of the Client).

In the event that the Client authorizes CLOUD SOLUTIONS to disclose information relating to the service, CLOUD SOLUTIONS undertakes to inform the Client.

### **27. Commercial references**

The Customer accepts that the name, logo or URL of his Wimi may be published on a public page of Wimi's commercial sites for commercial reference purposes.

### **28. Personal data**

Within the strict framework of the use of the Services, CLOUD SOLUTIONS acts as a subcontractor within the meaning of the GDPR. The GDPR Annex, included in this document, specifies the contractual framework of this relationship.

When CLOUD SOLUTIONS acts as data controller (pre-sales, marketing, etc.), the following personal data protection policy applies:

<https://www.wimi-teamwork.com/fr/a-propos/securite-donnees-rgpd/>

### **29. Force majeure**

A party may be released from any liability for damages and other sanctions when the performance of a particular obligation is prevented or made costly due to a case of force majeure within the meaning of the law and case law.

Where a party is prevented from performing for a period exceeding one (1) month due to a case of force majeure, the other party shall be entitled to terminate the Contract in writing without any compensation being due.





### 30. Lack of foresight

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The Parties expressly waive the benefit of Article 1195 of the Civil Code.

### 31. Assignment

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The Client acknowledges and accepts that CLOUD SOLUTIONS, in the event of a transfer or change of control, reserves the right to transfer to any other company the rights and obligations arising from these conditions, providing at least one month's notice.

The Customer is not authorized to assign its rights and obligations under this Agreement without having obtained the prior written consent of CLOUD SOLUTIONS.

In any event, the Client remains fully responsible for the performance of the obligations defined in this Contract, in the event of failure by the assignee.

### 32. Communications and notifications

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Communications and notifications from CLOUD SOLUTIONS may be sent to the email address that the Customer provides when registering for the Services or by any other means jointly determined by the Parties. All other communications and notifications that the Customer sends to CLOUD SOLUTIONS relating to these Terms must be in writing and sent by registered mail.

By express agreement, any Communication or notification sent by CLOUD SOLUTIONS will be deemed to have been received and read by the Client within 5 days of its sending. It is therefore the Client's responsibility to update and regularly consult this email address. The Client will be solely responsible for any breach of your obligations in this regard.

### 33. Insurance

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The Client certifies that it has taken out the necessary insurance (and maintains it in force) concerning all risks linked to its activity and the use of the Services, with a notoriously solvent insurance company, for all financial consequences of its liability due to any damage caused to CLOUD SOLUTIONS and/or to any third party in the context of the use of the Services, as well as, where applicable, for any damage that the Client may suffer in the context of the use of the Services.

### 34. Reversibility

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In the event of termination of contract or application of the reversibility clause, the Client may recover their data in the following formats:

- all information entered by the user is made available through the API in JSON format. You can find the API documentation at the following address: <https://wimi.wimi.pro/wapi-doc-api>;
- all actions that have been created such as "tasks" are made available in csv format with a semicolon (;) as separator;
- all files that are uploaded to Wimi can be downloaded via Wimi Drive, a browser or via the API;

Before any reversibility phase, it is the Client's responsibility to contact CLOUD SOLUTIONS customer support at [support@wimi.pro](mailto:support@wimi.pro).

Reversibility is neither intended nor intended to lead to a transfer of know-how from CLOUD SOLUTIONS to the Client or its new service provider.

### 35. Reporting a Security Incident

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In the event that the Client suspects or observes a breach of the cybersecurity of the platform or the Services, CLOUD SOLUTIONS invites the Client to immediately send an email to the address [security@wimi.pro](mailto:security@wimi.pro) with the subject "Security alert" specifying in the body of the message all the elements allowing the analysis of the incident in order to allow the fastest possible processing.

It is the Customer's responsibility to attach copies to help identify the problem more quickly.

It is also the Customer's responsibility to include a telephone number in the email so that they can be contacted if additional information is needed. The security team will review the report as quickly as possible.

In the event that CLOUD SOLUTIONS identifies a breach of the platform's cybersecurity, CLOUD SOLUTIONS undertakes to communicate by email to all affected customers within a maximum of 8 hours.

At any time, whether a security incident occurs or not, the Customer has the right to file a complaint with ANSSI regarding the qualified service. The Customer will send a copy of this complaint to Wimi at the same time.

### 36. Logging

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Upon request from the Client, CLOUD SOLUTIONS may make available all event logs concerning the Client within the limits of contractual and legal retention periods. If the request concerns a specific event, it is necessary to specify the start date and time of the event, the end date and time of the event and the targeted service. To make this request, CLOUD SOLUTIONS invites the Client to contact its dedicated Customer Success Manager (CSM) who will make available the elements in CLOUD SOLUTIONS' possession within two working days.

### 37. Technical information

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For Subscription Plans that include SecNumCloud qualification, CLOUD SOLUTIONS provides the Customer with a complete technical description of the environments made available to them, including a description of how to maintain security. To do this, CLOUD SOLUTIONS invites the Customer to contact its dedicated Customer Success Manager (CSM), who will provide the Customer with the appropriate documentation.

For Subscription Plans including SecNumCloud qualification, CLOUD SOLUTIONS also provides the Client with the certification of qualification SecNumCloud and a list of security measures implemented to ensure the security of the qualified service within a security assurance plan that can be obtained by the Client upon request from the Client's CSM. CLOUD SOLUTIONS reserves the right to a reasonable period of time to produce these elements following the request.

### 38. Right to security audit

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For Subscription Plans including SecNumCloud qualification, CLOUD SOLUTIONS authorizes, in accordance with the ANSSI SecNumCloud standard, a qualified information systems security audit provider [PASSI] mandated by the Client to audit the service and its information system as part of the control plan.

The audit must respect a notice period of 1 month between the information concerning the upcoming mission and its actual start. It is specified that each audit is carried out at the Client's expense, that the information and data communicated on the occasion will be treated by the Client and the auditor as confidential data and intended exclusively for the purposes of the audit.

By accepting the service agreement, the Client authorizes ANSSI and the certification bodies to audit the Wimi service and the service's information system in order to verify that they comply with the requirements of the SNCv3.2 standard.

If the audit requires access to the Client's Content, the Client must expressly authorize the information systems security audit service



provider [PASSI] to carry out this action and notify CLOUD SOLUTIONS of this authorization.

The Client may also request from its dedicated Customer Success Manager (CSM) an access to the security procedures implemented as part of the service. These procedures will be made available to the Client through a secured sharing link with 15 working days.

#### **39. Right to compliance audit**

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CLOUD SOLUTIONS may conduct audits to verify the Client's proper implementation of these terms and conditions. The audit may focus on compliance with all or part of the Client's commitments.

The audit is in principle carried out by CLOUD SOLUTIONS on the Services as made available to the Client.

The audit must not disrupt the proper functioning of the Services and under no circumstances must it allow CLOUD SOLUTIONS to access the Client's data.

In the event of a breach being noted, CLOUD SOLUTIONS will immediately notify the Client and the parties will define a remediation plan without prejudice to CLOUD SOLUTIONS implementing other clauses of the contract, in particular those relating to the suspension of the service.

#### **40. Legal monitoring**

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CLOUD SOLUTIONS maintains regular legal monitoring to ensure compliance with applicable law. Legal monitoring is provided by a specialized law firm, which communicates it electronically to CLOUD SOLUTIONS on a monthly basis. The applicable regulations covered by legal monitoring are listed in the appendix to this document.

#### **41. Miscellaneous**

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If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

The failure of CLOUD SOLUTIONS to exercise any right in whole or in part does not prevent the subsequent exercise of such right. The waiver by CLOUD SOLUTIONS of any breach shall not be considered a waiver of any subsequent breach.

The Client acknowledges and accepts that CLOUD SOLUTIONS is located in the remote access solutions market and that CLOUD SOLUTIONS may offer Services identical or similar to those of the Client, to third parties, and in particular to the Client's competitors.

#### **42. Language of the Conditions**

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If CLOUD SOLUTIONS provides an English translation of the French version of the Terms, the Customer acknowledges that this translation is provided for informational purposes only and that the French version of these Terms governs the contractual relationship between the Customer and CLOUD SOLUTIONS.

If the French version of the Conditions and the English version contradict each other, the French language version shall take precedence.

All Wimi web interfaces and email communications made available to the Customer by Cloud Solutions are presented at least in French.

All support operations are provided at least in French.

#### **43. Developments**

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CLOUD SOLUTIONS reserves the right to modify these terms of use. It will notify Customers in advance. Changes will not be applicable until 30 days after notification of said changes to the Customer.

If such modifications were to reduce or depreciate the rights of the Customers, they may, within 30 days, inform under the conditions provided herein of their wish to terminate the Contract.

#### **44. Applicable law - attribution of jurisdiction**

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THESE GENERAL CONDITIONS ARE SUBJECT TO FRENCH LAW.

ANY DISPUTE, REGARDLESS OF ITS NATURE, RELATING IN PARTICULAR TO THE INTERPRETATION, VALIDITY AND EXECUTION OF THESE CONDITIONS AND ANY CONTRACT/ORDER PLACED WITH CLOUD SOLUTIONS, EVEN IN THE EVENT OF A WARRANTY CLAIM OR MULTIPLE DEFENDANTS, SHALL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF THE LOCATION OF THE REGISTERED OFFICE IN PARIS.

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## GDPR Annex

### 1. Object

This document aims to meet the requirements of the GDPR in the context of the relationship between our company and our clients. This document only applies in the event that we process, at the request of our clients, personal data on behalf of our clients under the conditions set out in the GDPR. This document is considered a contractual annex that is binding on the parties and does not modify the terms of the contracts concluded. In the event of a discrepancy between this document and the contract(s) concluded, this annex shall prevail with regard to the sole issue of the processing of personal data.

### 2. Definitions

For the purposes of this Schedule, the terms below shall have the following meanings between the Parties:

- “personal data”: means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more specific elements specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity;
- “processing of personal data”: means any operation or set of operations relating to personal data, whatever the process used, such as collection, recording, organization, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, reconciliation or interconnection, as well as blocking, erasure or destruction;
- “personal data breach”: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

### 3. Qualification of the parties

Within the meaning of the GDPR, and for the proper application of these terms, you (our client) are qualified as “data controller” and we (the service provider) act as “processor”.

### 4. Identification of the treatment

The processing identification elements covered by this annex are those declared by the Client.

### 5. Customer Obligations

You agree to:

- comply with the GDPR as data controller;
- provide us with all documented instructions necessary for the proper performance of our services;
- inform us of any changes to your data processing;
- provide us with the contact details of your DPO or GDPR representative;
- notify data breaches to the competent authority;
- comply with your data protection obligations;
- provide us, as required, with the information necessary to maintain our data processing register.

You guarantee that you have all necessary rights to enable us to process the data.

### 6. Customer Instructions

We only process your personal data in accordance with the documented instructions that you provide to us.

Documented instructions are provided to us in writing, in any form chosen by the customer. The instructions provided may not in any way have the purpose or effect of modifying the product itself or the service offered.

We are required under the GDPR to inform you immediately if, in our opinion, an instruction from you constitutes a violation of this Regulation or other provisions of Union or French law relating to data protection.

### 7. Further subcontracting

You authorize us to use subcontractors. If the contract is concluded between us and the subcontractor, we guarantee that the subcontractor itself is GDPR compliant. If you wish to contract directly with the subcontractor, it is your responsibility to verify its GDPR compliance.

### 8. Enhanced confidentiality

We raise awareness among our staff about the protection of personal data and ask them to respect a code of good conduct when the service lends itself to it.

### 9. Security obligation

Each party, in its capacity, implements the technical and organizational measures necessary with regard to the obligation to secure and protect personal data.

In the event of a security breach, we will implement the necessary measures and undertake to provide you with all the elements necessary to proceed, where appropriate, with notifications to the CNIL.

**CAUTION: You must always ensure that access codes and user profiles are correctly configured.**

### 10. Customer Support

We assist you in implementing appropriate technical and organizational measures to meet the obligations of protection and security of processing by offering you the solutions, services and techniques that we consider appropriate.

You remain solely responsible for implementing the proposals we make to you.

### 11. CNIL control

The parties inform each other of any possible CNIL audit and take the necessary measures to respond to questions posed by the supervisory authority.

### 12. Audit

You can audit our compliance once a year by sending us a questionnaire. We will respond as soon as possible. We are exempt from auditing for all services that benefit from a CNIL certificate or label.

Cloud Solutions undertakes to provide all information necessary for the performance of compliance audits with the provisions of Article 28 of the GDPR, conducted by the sponsor or a mandated third party. Cloud Solutions also undertakes to provide assistance and advice to the sponsor by informing him if an instruction from the latter constitutes a violation of data protection rules.





### **13. End of subscription**

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Upon expiration of your subscription, personal data is processed in accordance with our personal data protection policy.

### **14. Responsibility**

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In accordance with Article 28 of the GDPR, our liability, as a processor, is limited to the following case:

- we do not comply with the obligations provided for in the GDPR which are specifically incumbent on us as subcontractors or ;
- we act outside of your documented instructions or ;
- we act contrary to your written instructions.

In all cases, compensation for damages is part of our service contract.

### **15. Revision**

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In the event of regulatory changes or recommendations from the CNIL, we reserve the right to modify this appendix. Any new appendix will be notified to you before it comes into force.

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## Appendix applicable regulations

Legal requirement	Description
LAW_IL	Law of January 6, 1978 relating to information technology, files and freedoms.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
CP_ART_314-1	Article 226-1 of the Criminal Code relating to indecent assaults and breach of trust
CP_ART_226-1	Article 226-1 of the Criminal Code relating to the intentional invasion of the privacy of another person by any means whatsoever
CP_ART_226-13	Article 226-13 of the Criminal Code relating to the disclosure of secret information by a person who is the custodian of it either by status or profession, or by reason of a temporary function or mission
CP_ART_226-15	Article 226-15 of the Criminal Code relating to the act, committed in bad faith, of opening, deleting, delaying or diverting correspondence, whether or not it has arrived at its destination and addressed to third parties, or of fraudulently taking cognizance of it
CP_ART_323-1	Article 323-1 of the Criminal Code relating to fraudulently accessing or maintaining access to all or part of an automated data processing system
Law n° 2024-449	Law n° 2024-449 of 21st of may 2024 aiming at securing and regulate the digital space
Defense code	Regulations on the protection of the National Defense secrets
IGI_1300	Interministerial General Instruction No. 1300 relating to accessing or holding controlled items in the security of information systems
II_901	Interministerial instruction relating to controlled items of information systems security (ACSSI), no. 910
PSSIE	State Information Systems Security Policy (PSSIE), supported by Prime Minister's Circular No. 5725/SG
RGS	Administrative authorities exchanging information with users and between administrative authorities
IGI 2100 / 2102	Instruction applicable in all central administrations, all decentralized State services and national public establishments placed under the authority of a minister, in all entities, public or private, holding NATO classified information, including in the context of the award and execution of a contract.
II 1300	Interministerial instruction which sets out the rules applicable to protective measures against the risks caused by the TEMPEST threat and by the use of wireless communication devices and technologies
II 901 (Parts 1 & 2)	Public or private entities that process information marked "Restricted Distribution" Entities implementing restricted regime zones (ZRR) and concerned with the most sensitive specialties within the framework of the system relating to the protection of the scientific and technical potential of the Nation

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## Appendix Third parties involved in the provision of the Service: obligations, rights and responsibilities

To date, only one third party is directly involved in providing the service. This is Scaleway , which provides us with technical facilities within its Hosting Center to enable us to install and operate our Infrastructure.

Scaleway 's rights, obligations, and responsibilities are defined in the document accessible from this link:

<https://wimi.wimi.pro/shared/#/file/8ed9df5d959fa1f2a47a8e8e675065c2484f7a5de67addc87b4e5f3099401267>

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