

## **SPECIAL CONDITIONS OF SERVICES SOFTWARE SOLUTIONS IN SAAS MODE**

The following special conditions apply to all SaaS solutions provided by SPI Software. They supplement the "General Conditions of Sales" for these solutions.

Software as a Service (SaaS) mode refers to the solutions provided through a subscription, including services such as hosting and maintenance. The solutions are accessible remotely via the Internet.

### **1. OBJECT**

The purpose of this contract is to define the conditions for the provision of SaaS solutions by SPI Software to the Customer.

These special conditions of service are supplemented by the "General Terms and Conditions of Hosting" of SPI Software.

The use by the Customer of SPI Software Hosted Solutions necessarily implies the acceptance of these conditions. Any changes to these conditions will be binding on the customer as soon as they are communicated by any means whatsoever.

### **2. LICENSE**

The connection to the online service allowing access to the SPI Software solution in SaaS mode, via a user login and password, is considered as proof of the activation of the account, winning the adhesion to present conditions, and the invoicing of the use of the solution, according to the commercial conditions in force.

#### **2.1 Creating and Activating New Accounts**

The client account administrator may be able to activate new user accounts. In this case, the activation rules of the account apply: the connection via a new login and password user shall result in its billing.

The customer is solely responsible for creating new accounts.

#### **2.2 Account deactivation**

User accounts can be deactivated by the client account administrator, or by SPI Software (or its partner / distributor), at the request of the customer.

Deactivating a customer account for a period of more than 30 days causes the service billing to stop. During this 30-day period, the user account data remains read-only.

### **3. HOSTING**

The hosting conditions are defined in the "General Conditions of Hosting".

### **4. USE OF THE SOLUTION**

The solution is accessible via the Internet, via an address (URL) provided by SPI Software.

The Customer may not make any partial or total reproduction of the software, in any form. The Customer agrees not to adapt, modify, alter or revise the software, in any form whatsoever, without the agreement of the licensor.

### **5. MAINTENANCE**

Software maintenance is included in the subscription; it is provided by SPI Software under the conditions set out in the "General Conditions of Maintenance and Support".

## **6. BACKUP**

The backup of the complete work environment of the solution is included in the subscription. It includes software and customer data (user accounts, database, documents, attachments ...).

The restoration of the data is carried out free of charge at the initiative of SPI Software, as part of a problem related to the solution or the hosting infrastructure.

In the case of a problem related to an error on the part of the customer, or an intrusion into the system from a computer of the Customer, the recovery service will be billed at the current rate.

Note that test or pre-production environments are not backed up and are not covered by this contract.

## **7. AVAILABILITY**

SPI Software provides the Customer with the solution in SaaS mode, through hosted services. It is agreed that SPI Software implements the technical and human resources to allow the Customer to benefit from constant availability.

The solution is accessible via the Internet, 24 hours a day, 7 days a week, under permanent supervision.

SPI Software guarantees a minimum availability of the 99% solution over a calendar month. The solution is said to be unavailable when:

- Customer cannot access the service
- The duration of the unavailability is greater than 15 minutes
- The unavailability is not subject to a maintenance warning at least 48 hours in advance

In case of breach of this commitment of availability, the Customer will be compensated at his request by a commercial credit of 1% of the contractual monthly fixed rent of the service unavailable per whole hour of unavailability over a period of one calendar month.

The amount of the availability indemnities for the service may not exceed 45% of the amount of the monthly rent for the service in question.

The Customer cannot claim to benefit from compensation or damages for direct or indirect damages such as loss of Customer, loss of turnover, profit or competitiveness. The responsibility of SPI Software is expressly limited to the indemnities provided for in this contract.

The Customer acknowledges that fluctuations in the bandwidth and the risks of his own Internet Service Provider (ISP) are elements that can lead to a discontinuity in the services offered by SPI Software, and cannot in any way involve the responsibility from SPI Software.

## **8. LIABILITY**

### **8.1 Personal data**

SPI Software undertakes to respect the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (GDPR). As such, SPI Software acts as a subcontractor and undertakes to process personal data only for the purposes set out in this contract. In accordance with Article 28.3 of the Regulation, it should be noted that the customer, responsible for processing, assumes responsibility for the processing of personal data and that they benefit from consumer rights, particularly as defined in Article 28 of the aforementioned regulation.

### **8.2 Other cases**

SPI Software can only be held accountable to provide a simple obligation of means and not of result. The only guarantees provided by SPI Software are those contained in this contract.

The Customer is bound by an obligation of full and complete collaboration.

The responsibility of SPI Software cannot be engaged in any case of attempted copying.

Customer will be solely responsible for the use of the software.

## 9. DURATION

Subscription to the solution in SaaS mode is available for a duration of 1 month or 1 year, according to the formula chosen by the customer.

The subscription is renewed tacitly and automatically at the end of each period.

It may be terminated by the Customer at any time, with 30 days' notice in the case of monthly expiration, or 90 days in the case of annual expiration.

## 10. ANTICIPATED TERMINATION

SPI Software reserves the right to unilaterally terminate this contract, subject to a 30-day notice period in the following cases:

- non-payment of installments;
- disclosure to third parties of components of the software;
- failure to comply with one of the conditions set out in the contract;

SPI Software reserves the right to unilaterally terminate this agreement and suspend with immediate effect access to the SaaS solution in the following cases:

- hacking the solution;
- fraudulent use;

In this case, the Customer will not be able to claim any severance pay, and SPI Software reserves its right to sue.

## 11. END OF CONTRACT

In case of termination of the contract, due to its expiration, early termination or for any reason whatsoever, the customer will be obliged:

- to stop immediately any use of the solution;
- pay all royalties and amounts due to the licensor within thirty days of the end of the contract.

## 12. COSTS & PAYMENTS

The costs relating to the subscription of the SaaS solution are defined in the commercial offer transmitted by SPI Software, or on its website in the case of an online sale.

All subscriptions are billed by period, the periodicity being the month, the quarter or the year, depending on the service.

Payment is due at the beginning of the period. Monthly payments must be made by direct debit or recurring payment by credit card, within 10 days of the beginning of the month. Quarterly or annual payments can be made by direct debit or transfer.

All invoices are payable upon receipt, cash, without discount.

## 13. DISPUTES

The competent court for any dispute between the Client and SPI Software is the Commercial Court of Montpellier (France).

However, the parties agree to any disputes arising from this Agreement, to bargain in good faith and to make the best efforts to resolve any disputes between the parties.