



LICENSE OF USE OF THE IZIAGO SOFTWARE

Terms and Conditions of Sale

V 2.1



PURPOSE OF THIS DOCUMENT

The purpose of this document is to define the Terms and Conditions of Sale of the user license for the Iziago Software. It sets out the terms and conditions for the provision of the Software and the obligations of the Parties.

Copyright

Exalog and Iziago are registered trademarks. ©Exalog All rights reserved.

Version date: 12/24/2019

TABLE OF CONTENTS

1. GLOSSARY	5
2. DESCRIPTION OF THE IZIAGO SOFTWARE	5
3. ONLINE SUBSCRIPTION AT WWW.IZIAGO.COM	6
4. SOFTWARE HOSTING	6
5. SOFTWARE ACCESS	7
6. RELATED SERVICES	7
A. Support to Users using the Software.....	7
B. Software updates.....	8
7. PROCESSING CUSTOMER DATA	8
A. Data ownership.....	8
B. Confidentiality	8
C. Traceability	9
D. Online retention period	9
E. Backups.....	9
F. Erasure of Data in the event of termination	9
8. PUBLISHER GUARANTEES	10
A. Use of the Software.....	10
B. Reversibility	10
C. Intellectual property	10
D. Insurance.....	10
E. Exclusions of liability	10
9. CUSTOMER OBLIGATIONS.....	11
A. Monitoring of access to the Software	11
10. SOCIAL OBLIGATIONS.....	11
11. ENVIRONMENTAL OBLIGATIONS.....	12
12. DATA PROTECTION	12
A. Personal Data for which the Customer is the Data Controller	12
B. Personal Data for which the Publisher is the Data Controller	12
13. LICENSE DURATION AND TERMINATION	13

14. PRICES AND PAYMENT METHODS 13

15. FORCE MAJEURE 14

16. APPLICABLE LAW AND ADDRESS FOR SERVICE 14

1. GLOSSARY

- Software: The Iziago Software, as described in this document, which can be accessed via the website www.iziago.com
- Publisher: Exalog Développement, a French company that publishes and distributes the Software
- Customer: Company using the Software during a free trial period or by paid subscription
- Administrator: Operator of the Customer, authorized to manage the Software on behalf of the Customer, and in particular to manage the rights for the Customer's other Users
- User: Operator of the Customer, authorized by the Administrator within the Software's administration module
- Working Day: Working Day from Monday to Friday in accordance with French law
- Working Hours / H: From 9.00 a.m. to 5.15 p.m. CET (Central European Time), on Working Days
- SEPA: Single Euro Payment Area
- Order: Fund transfer instruction generated by the Customer using the Software, to be sent to one of the Customer's banks to be executed
- Third Party: Any person or entity other than the Customer or Publisher

2. DESCRIPTION OF THE IZIAGO SOFTWARE

Iziago is a software suite for managing cashflow in a company or group of companies. Iziago consists of modules sold separately, intended to cover all functions necessary for cash management. The modules are designed to communicate with one another automatically and to use the same platform for administration functions. Iziago modules will become available in a staggered manner from January 2017. A detailed list of the modules available at a given time can be viewed on the website www.iziago.com. The Software modules are defined as follows:

Iziago Cash Forecasting

The Iziago Cash Forecasting module generates forecast reports on account balances.

Iziago Payments

The Iziago Payments module generates transfer Orders to be sent to banks.

Iziago Direct Debits

The Iziago Direct Debits module generates direct debit Orders to be sent to banks.

3. ONLINE SUBSCRIPTION AT WWW.IZIAGO.COM

The Customer registers for the Software via the web interface at www.iziago.com. They automatically benefit from a free, ninety (90) calendar day, no-obligation trial period from the date of registration, separately for each module they choose. When the Customer uses the Software during the free trial, all of the following terms shall apply with the exception of *Article 8 – Publisher Guarantees*, *Article 11 – License Duration and Termination*, and *Article 12 – Prices and Payment Methods*.

During the trial period, by signing a SEPA direct debit authorization or by paying via the Paypal payment platform, the Customer can sign up to a paid subscription for the itemized modules of their choice through the "My Subscription" function available for this purpose within the Software. Once paid, the Software provides the Customer with a contractual document including the list of modules the Customer has subscribed to and the corresponding price.

Free subscription to the trial period grants the Customer a non-exclusive user license for the Software modules which they have selected. After the free trial, if the Customer has not signed up for a paid subscription, the license expires and the Customer can no longer access the Software.

During the free trial, the applicable Terms and Conditions of Sale are those published on the day of the subscription, in the form validated by the Customer during the registration process.

After the free trial, if the Customer signs up to a paid subscription for the Software, the Terms and Conditions of Sale published on the date of that subscription will represent the contract between the Customer and the Publisher, in conjunction with the list of modules subscribed to when payment was made, and their price.

The Publisher reserves the right to cancel any trial if the Customer is found already to have benefited from a free trial for one or more modules.

4. SOFTWARE HOSTING

The Software's data and programs are hosted on servers belonging to and managed by the Publisher, set up in two separate data centers located near Paris, France. They are made secure in compliance with international ISO standards 27001 (Information Security Management Systems) and 22301 (Business Continuity Management). The package comprises a redundant architecture across all levels, which guarantees data integrity in all circumstances and makes the Software highly accessible.

These data centers are located outside flood zones. They are under video surveillance. They have different electrical supplies and can operate for 3 days fully autonomously. Qualified personnel are on site 24 hours a day, 7 days a week.

Access to the data centers is extremely secure. The sites and buildings can only be accessed by persons with an authorized badge, and a biometric check of the blood vessel pattern is carried out. Entry and exit checks are carried out in a secure room equipped with a metal detector.

Only Exalog administrators have access to the servers hosted in the data centers. Data center personnel can only work on electrical cabling and network connections to the outside of the racks at Exalog's request.

5. SOFTWARE ACCESS

The Software can usually be accessed 7 days a week, 24 hours a day. To ensure maintenance, the Publisher reserves the right to temporarily interrupt service on non-working days (i.e. excluding Working Days), between the hours of 10.00 a.m. and 12.00 p.m. (CET) on Saturdays or during the week between 6.30 p.m. and 8.30 p.m. (CET). In the event of a scheduled interruption outside of the Saturday time slot, the Publisher shall notify the Customer in advance. Accessibility may be temporarily reduced for maintenance purposes, within the limits defined below in *Article 8 - Publisher Guarantees*.

The first time the Customer logs in, before saving any data, the Software defines the Customer's username, and the Customer chooses their own password (minimum 8 characters including at least one uppercase letter, one numeric character and one non-alphanumeric character). In addition to the username and password, the Software sends the Customer an individual authentication card consisting of 20 four-digit codes set out in a grid. Each time the Customer logs in to the Software, after entering their username and password, they must enter one of the 20 codes requested via a numeric keypad on the screen, in which the numbers are also displayed in a random order.

The Software does not contain any feature enabling a User's password to be identified. If a User loses their password they will have to contact their Administrator to reset it. If an Administrator loses their password they will have to contact the Publisher to reset it by following the procedure available online. A new temporary password will then be sent to them via email, to the address initially provided in the private area within the Software. They must replace this temporary password with a password of their choice. Similarly, if the Customer loses the authentication card, they must reset it using the form available online. A new card will then be sent via the messaging service to the email address initially provided in the User's private space.

In addition to these login details, the Software checks the IP address used by the User. If this address is unknown, the Software sends the User an email with a temporary security code, to be entered on the screen to validate and save the new IP address used.

Each access or attempted access is recorded along with a timestamp and the IP address of the attempt. The number of failed attempts is limited, and exceeding this limit causes the User's account to be blocked.

The Software includes a function for managing user rights, which allows the Customer's Administrator to limit the actions each User is authorized to carry out and to define what access they have to the Software. It is up to the Customer to define these authorizations and access options to suit themselves, and they are solely responsible for the consequences of the choices made.

6. RELATED SERVICES

The provision of the following services by the Publisher is included in the Software's License of Use:

A. Support to Users using the Software

- The Publisher provides the Customer with an online help section available at the following address: www.help.iziago.com

- Support can be requested by email in English, French, Spanish or Chinese from: support@iziago.com. During Working Hours, each request is handled in less than 15 minutes from the receipt of the email
- Whenever possible, the reply will be provided in the language in which the question was asked; otherwise, it will be provided in English

Support is provided by the Publisher's technical support staff. This consists of explaining to the User how the Software is organized and how the available commands work. The technical support staff are not experts in accounting or finance and do not know the Customer's management rules. Irrespective of the instructions given by technical staff, the Customer alone can judge the impact on their own processes of any choices they make in how to use the product, and is solely responsible for these choices.

The Publisher's technical support staff is strictly prohibited from communicating Users' access codes and from agreeing to access Users' work stations remotely.

B. Software updates

Throughout the entire period of their subscription, the Customer will be able to receive all updates to the Software for all modules for which they have a subscription, without this affecting the cost of the license. The updates will include: improvements and additional features, and corrections of bugs by the Publisher.

7. PROCESSING CUSTOMER DATA

A. Data ownership

The Customer remains the sole owner of the data recorded in the database allocated to them within the Software (debtors, creditors, banking transactions, cashflow forecasts, Orders). Within their environment, the Customer has tools for extracting data in the form of standard ASCII text files containing records separated by a line feed, with each record consisting of fields separated by tabs.

B. Confidentiality

The Software encrypts the data transmitted online between the Customer's workstation and the Publisher's server, in both directions. The protocol used is the TLS (Transport Layer Security) standard, which is supported by most web browsers. The encryption key used by the Publisher has been deposited with a reputable international certification body.

User passwords are saved in encrypted format through the use of an irreversible algorithm which prevents all reviewing, including by the Publisher's technical staff.

The Publisher undertakes to respect the absolute confidentiality of the data stored in the Customer's databases. Employment contracts signed by all of the Publisher's employees contain an explicit requirement for employees to comply with this obligation. The Publisher's employees cannot access the Customer's data, which are hosted exclusively in the secure data centers.

The Publisher shall not make use of the Customer's data other than for technical requirements regarding the Software and shall limit any processing of it strictly to what is necessary to provide a backup.

C. Traceability

Events associated with using the Software are stored in its history at two levels:

- User actions: User actions are saved in a history log accessible to the Software Administrator (date, time, nature of the action)
- System events: http requests, systems and network access and other events are logged in a file which can be accessed by the Publisher's technical staff

These logs make it possible to retrace the events that led to an incident, whatever its source.

D. Online retention period

The master data of the Customer and details about their debtors and creditors are kept for an unlimited time in the database throughout the validity period of the Customer's subscription. Only the Customer can delete some or all of the master data they have saved in the database.

Transfer or direct debit orders sent by the Customer are kept for a rolling period of 500 days. The Customer can increase this retention period by purchasing duration packages.

Statement movements and forecast cash movements prior to the current date are kept for a rolling period of 500 days based on their transaction date.

E. Backups

The database is copied in real time onto what is known as a "mirror" database, on the backup site, identical to the production database. So, in the event of loss of the main database, the Publisher is able to resume activity on the backup database.

The Software's full database is also periodically backed up in the form of archives encrypted using the PGP (Pretty Good Privacy) protocol. These archives are stored on secure servers under the same hosting conditions as the application. The Publisher keeps these archives for the term of the contract and for 5 years at most.

The Customer may, on a one-off basis, with price on application, request recovery of old archived Data for their own investigation requirements.

F. Erasure of Data in the event of termination

In the event that the contract is terminated by one of the Parties, for any reason whatsoever, the Publisher undertakes to delete the Customer's Data from the database of the shared application available online, within four (4) months of the date when the contract ends.

The Publisher shall nevertheless keep archives of the backups of the shared database (data of all its customers), made before this deletion, for a maximum period of 5 years. These archives are encrypted with the PGP algorithm and stored on servers under the same security conditions as those used for hosting the Software. No technical means actually exist for deleting exclusively the

Customer's Data from these archives. The Publisher therefore continues to guarantee the confidentiality of the Customer's archived Data from the date when the contract ends.

8. PUBLISHER GUARANTEES

A. Use of the Software

Provided that the Customer has paid the relevant charges for use of the Software, the Publisher's Customer guarantee covers:

- The availability of the Software's features and of the Customer's data 24 hours a day, on Working Days, barring interruptions due to maintenance, which happen only occasionally on Saturdays between 10.00 a.m. and 12.00 p.m. (CET) or on Working Days between 6.30 p.m. and 8.30 p.m. (CET).
- Maintaining strict confidentiality of all data saved in the Software's database

B. Reversibility

If the License is canceled by the Customer or the Publisher for any reason whatsoever, the Customer may use the Software's standard functions to recover their data as an export. If the Customer has not recovered their data before the end of the license, and up to a period of one year, the Publisher may return it to the Customer on request and for a fee, within a maximum of two months, in the form of standard ASCII files consisting of records separated by line feeds, each record comprising fields separated by one character. Should this situation be the Publisher's fault, the Publisher shall return the data for free within the same period of time.

In both cases, the Publisher shall provide a description of the structure of the returned files.

C. Intellectual property

The Supplier states that it holds the full intellectual property rights to the Software (in particular, but not limited to, the author's rights). Where applicable, it declares that it has received the necessary authorizations to allow the Software to be made available and used by the Customer, without restrictions and without limits. The Supplier ensures that the Software does not infringe any intellectual property rights belonging to a Third Party, or any legal or contractual obligation by virtue of which it is bound.

D. Insurance

The Publisher is liable for all direct damages associated with the improper execution or failure to execute its obligations under these Terms and Conditions of Sale, except for indirect damages.

The Publisher expressly states that it holds an insurance policy covering its civil and professional liability with a company known to be solvent.

E. Exclusions of liability

The Publisher does not accept any liability in relation to:

- The consequences of the choices of use of the Software made by the Customer regardless of the instructions provided by support staff
- Access to the Customer's data if this access is obtained through the normal entry of the selected username and password associated with one of the codes of the protected authentication card and known only by the Customer

The guarantee of service availability does not apply in the case of force majeure events which affect the Publisher.

9. CUSTOMER OBLIGATIONS

A. Monitoring of access to the Software

The Customer is responsible for managing their identification details for accessing the Software (codes, passwords and authentication card) and should not communicate them to anyone under any circumstances. The Publisher explicitly requests its Customers to create as many Users as necessary to limit the number of authorizations for each User to whatever is strictly necessary for their work. It is also the Customer's responsibility to make sure that the Users do not communicate their access codes to one another and to protect their Users' workstations in line with best practices in this regard, especially against software spies.

The Customer's Users must under no circumstances:

- Communicate their access codes to the Publisher's technical support staff
- Allow the Publisher's technical support staff to access their workstation remotely

It is the Customer's responsibility to make sure that its Users comply with this obligation. If one of the Customer's Users fails to comply with this obligation, the Publisher shall be justified in canceling the Customer's subscription with immediate effect.

The Publisher, for its part, prohibits its technical support staff from requesting Users' identification details and from accessing their workstations remotely.

10. SOCIAL OBLIGATIONS

The Publisher employs and pays its staff and has sole liability for fiscal and social obligations.

The Publisher solemnly declares that the employees who perform the Services are employed on a regular basis in accordance with Articles L.1221-10, L.3243-2 and R.3243-1 of the French Labor Code.

The Publisher undertakes not to use, by any means whatsoever, directly or indirectly via their subcontractors, child labor and forced labor.

The Publisher undertakes to prevent any discrimination in terms of considerations of a personal nature (gender, religion, origin, physical appearance, nationality, age, private life, and so on) for their employees, job applicants or their subcontractors' staff.

The Publisher undertakes to respect Fundamental Human Rights: respect for private life, freedom of association and the prevention of any degrading or inhuman treatment.

11. ENVIRONMENTAL OBLIGATIONS

The Publisher undertakes to host the Customer's Data at Data Centers certified for international environmental standard ISO 14001.

12. DATA PROTECTION

Each of the Parties undertakes to comply with all applicable laws and regulations relating to Data Protection (in particular Regulation (EU) No 2016/679) and must in no event cause the other Party to breach one of these laws and regulations in connection with this Contract. The Publisher acknowledges being fully aware of these laws and regulations. When, in the context of this Contract, the Customer processes Personal Data belonging to them or to any entity of the Customer, the Publisher undertakes to implement the appropriate technical and organizational measures to protect these Data against accidental or unlawful destruction, accidental loss, alteration, disclosure or unauthorized access, particularly when the processing comprises transmission of Data on a network, and against any other illegal form of processing. Moreover, the Publisher undertakes to provide their full cooperation and assistance to the Customer in order to allow data subjects to have access to these Data and to ensure that these Data are deleted or corrected if they are inaccurate.

A. Personal Data for which the Customer is the Data Controller

The Customer stores and processes Personal Data in its Software database. These Data are as follows:

- The surnames, first names, initials, email addresses and phone numbers of their Users
- The names, postal addresses and email addresses, bank account numbers, when these are natural persons, saved on the Third Party's database, or in Order Remittances or present in transaction statements

The Customer must be aware of their responsibility to protect these Data, thanks to the security tools provided in the Software, and for the correct management of their users and their rights. The Publisher ensures the technical means for protection of these Data, but is not responsible for the access and rights given by the Customer to their users to import, input, modify, extract or consult the Data in their environment.

B. Personal Data for which the Publisher is the Data Controller

The Publisher collects and processes Personal Data for the following uses:

- The support service provided for in this contract
- The communication by email of newsletters about developments or other information relating to the Software, the commercial activity of the Supplier
- Communication with the Customer under this contract regarding invoicing, commercial proposals and contracts

The Data collected are the surnames, first names, work phone numbers and work email addresses of the Customer's employees.

13. LICENSE DURATION AND TERMINATION

The license is granted to the Customer by the Publisher for a duration which depends on the method of payment.

- If the Customer decides to pay their subscription through a payment card (VISA, Mastercard) or via a Paypal account, the non-cancelable duration of the subscription is three (3) months or one (1) year, depending on what the Customer selects when placing the order. The license is renewed each time a new payment is made for an additional period
- If the Customer opts for direct debit payment, the license is then granted for a duration of one (1) month, renewable automatically.

In this case, the Customer may cancel their license at any time by sending a registered letter to:

Exalog Développement
Service résiliation Iziago [Iziago Cancellations Dept.]
97 rue de Bellevue
92100 Boulogne Billancourt
FRANCE

Or by email, sent by the Customer's administrator user, to: contact@exalog.com

The cancellation will take effect at the latest fifteen (15) Working Days after receipt of the letter or email, from which date the Software will be deactivated and any future direct debit will be suspended.

The Publisher is fully justified in deactivating the Customer's access if the Customer's direct debit is rejected and remains unpaid for more than ten (10) Working Days after formal notice has been sent to the Customer by email.

14. PRICES AND PAYMENT METHODS

The amount of the monthly fees owed by the Customer depends on the number of modules and extension packs ordered.

Invoices are issued at the moment of payment and payment is taken either via the Paypal payment platform, or monthly by direct debit, in accordance with the mandate signed by the Customer and sent to the Publisher before the subscription was activated.

In the case of direct debit payment, the fee is collected on the fifteenth (15th) of the first month in question, based on the modules activated on the first day of the month (in advance).

The fees will be reviewed annually based on changes to the Harmonised Index of Consumer Prices (HICP), and applying the formula: **$T1 = T0 \times (S1/S0)$**

Where:

T1 = revised rate

T0 = previous rate

S0 = latest HICP published at the time of the previous review

S1 = latest index published at the date of this review

The reference index shall be sent to the Customer in the first invoice to them and shall correspond to the index published on the day that the Customer activated the subscription.

15. FORCE MAJEURE

Both the Customer and the Publisher (one of the Parties) cannot be held liable to the other Party for failing to execute or delaying execution of its obligations during the license's validity period if this was a case of force majeure resulting from any event or circumstances external to it, or that was unavoidable, unforeseen and beyond its control. Force majeure circumstances are considered to be those specified by French Supreme Court case law.

The Party claiming force majeure circumstances shall be required to prove it and to notify the other Party of the fact, specifying its duration and its foreseeable consequences within six (6) Working Days of the circumstances occurring. To benefit from this exemption of liability, the Party must also justify having used all reasonable force, in vain, to ensure that its obligations would be executed, including through alternative means. In all circumstances, the Party shall do its utmost to limit the consequences of force majeure circumstances.

During the entire validity period of the License, all force majeure circumstances, as defined above, shall render the obligations set out in these Terms and Conditions of Sale temporarily invalid until the force majeure event is over.

16. APPLICABLE LAW AND ADDRESS FOR SERVICE

The Parties explicitly agree that the following contractual documents govern the relations between the Parties and are classified hierarchically according to their decreasing legal value:

- French law
- These Terms and Conditions of Sale
- Confirmation of subscription to the module(s) to which the Customer has subscribed, including the functional description of this module or these modules

In the event of a contradiction between the different contractual documents, the highest ranked document shall prevail.

The Parties recognize that signing these Terms and Conditions of Sale results in the exclusion of their terms of purchase or sale and of any specific clauses included on their order forms or invoices. No handwritten notes added shall be recognized under these Terms and Conditions of Sale.

For the execution of this document and its continuations, the Parties give their respective addresses or head offices as their address for service. For the Publisher, this address has been noted in *Article 11 - License Duration and Termination* of these Terms and Conditions of Sale, and the Customer has entered this address into the Software's database.

Any change to the head office or address of one of the Parties shall only be actionable by the other Party six (6) Working Days after being duly informed of the change.

In the event of a dispute, the Parties agree to seek an amicable settlement prior to launching legal proceedings. To this effect, the Parties agree to meet within thirty (30) days of receipt of a letter containing notice of the disagreement, sent by recorded delivery with acknowledgment of receipt.

In the absence of or in the event of a failure to reach an amicable solution or action plan expressly accepted by the Parties detailing the solutions agreed to and the implementation periods, within ten (10) Working Days of the initial meeting of the Parties as specified in the previous paragraph, the Parties can refer the dispute and attribute express competency to the Nanterre Commercial Court, France.

This clause shall apply even in the event of a summary judgment, the introduction of third parties or in the event of multiple defendants.