12th of February 2025

GENERAL TERMS AND CONDITIONS OF SALE – SHARVY

PREAMBLE

Sharvy is a simplified joint-stock company (SAS) with a capital of EUR 64,893.00, whose registered office is located at 225 rue Didier Daurat – 34170 Castelnau-le-Lez, France, registered with the Montpellier Trade and Companies Register under number 837 515 923 ("the **Service Provider** ").

Sharvy is the publisher of the web software "Sharvy" for virtual management of company places in Software as a Service (SaaS) mode, that is to say in the form of renting an online application. Sharvy is therefore referred to as "the Service Provider". As such, it is the provider of the application services designated below. The Customer as identified by the use of the software has declared interest in using the software published by the Service Provider. The Customer acknowledges having received from the Service Provider all the necessary information enabling it to assess the adequacy of the application services to its needs and to take all necessary precautions for its use.

The Service Provider declares to hold all the intellectual property rights necessary for the provision of the Sharvy application, and wishes to grant a license to use it to the Client.

Hereinafter, the Service Provider and the Client are referred to collectively as "**the Parties**" or individually as "the Party".

1 / DEFINITIONS

Capitalized terms within the Agreement, whether used in the singular or plural, shall have the meanings given to them below.

Contract means the relationship established between the Service Provider and the Customer with a view to the use of the Sharvy application as soon as the quotation sent to the Customer has been signed;

Data means the information, publications and, in general, the data in the Customer database whose use is the subject of the Agreement, which can be consulted only by Users;

Identifiers mean both the user's own identifier ("login") and the login password ("password"), communicated after registration to the service;

Software means any software provided by the Service Provider to the Client and in particular the Sharvy application.

Application Service means the service offered in SaaS mode by the Service Provider, allowing the use of the Solutions by the Customer;

Solutions means the operational functions made available to the Customer as part of the Application Services subject to the contract;

User means the person under the responsibility of the Customer (employee, representative, etc.) and benefiting from access to the Application Services on his computer or smartphone under the user license contracted by the Customer.

2 / PURPOSE

The purpose of these General Terms and Conditions is to define the terms and conditions under which

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Sharvy makes the Sharvy application available to the Customer.

3 / DURATION

These General Terms and Conditions take effect from the date of signature of the contract for a period of one year. The Contract will then be tacitly renewable for a period of one year, unless terminated by either Party at least three months before the term by registered letter with acknowledgement of receipt sent to one of the Parties. The Customer may also terminate the Contract by email to info@sharvy.com within the same timeframe.

4 / IMPLEMENTATION

4.1 / The implementation of the Contract, from a technical point of view, is detailed in the online knowledge base at https://sharvy.freshdesk.com/en/support/solutions. The Customer declares to have read all the information contained in this knowledge base before signing the Contract and declares to accept them as is and without reservation.

4.2 / It is the sole responsibility of the Customer, at his sole expense and under his sole responsibility, to acquire the technical means, including Internet access (hardware, software, networks etc ...), and the necessary competence to access the Software and carry out all permitted operations, without recourse against the Service Provider in the event of damage resulting from misunderstanding or manipulation, including for example in placing or cancelling orders or deleting data or information or entering incomplete or erroneous data or information.

4.3 / The Customer acknowledges having read the Software prior to the conclusion of the Contract and thus having had all the information he needed, in particular to determine the suitability of the Software, standard software, to his needs.

4.4 / As soon as the Contract is signed and within 15 days, the Service Provider sends the Customer information requests enabling the creation of access to the Software and its configuration.

4.5 / The Customer undertakes to respond to the Service Provider's requests for information within a maximum of 1 month, unless a deferred launch date has been agreed in advance.

4.6 / The Customer may request the Service Provider for additional services, including the customization of the Software or others. As part of these services, the Client undertakes to provide the Service Provider with any document describing precisely the expected service. No additional service is due by the Service Provider if it has not previously and expressly been accepted by the Service Provider. The financial conditions of these services will be set out in a new estimate drawn up by the Service Provider.

5/ TERMS OF USE OF THE SOFTWARE

5.1 / Connection to the Software will be made either by email and password, or optionally by unified authentication (SSO: Single Sign On) under the terms and conditions defined between the Parties.

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5.2 / The Customer declares online users who, under his sole responsibility, are the only ones authorized to access the Application Services and use the Software, hereinafter the Users. The number of spaces appears in the Quotation and may change upwards or downwards against an increase or decrease in the agreed price.

5.3 / The Customer will use the Software to manage the spaces of his company or those made available to him for his own use and in no case the places to which he does not have exclusive right of access.

5.4 / The Customer and its Users have the option to modify and adapt the configuration of the Software, this functionality being standard and one of the major attractions of SaaS. The Customer is solely responsible for the changes thus made and it is his responsibility to ensure that the Users who would make these modifications are authorized for this purpose and sufficiently trained, the Service Provider recommending the prior follow-up of the administrator training integrated into the offer.

5.5 / The Service Provider cannot be held liable in any way if the Software is used with incorrect Customer data (such as an invalid email address or a non-existent seat number) producing incorrect results. In addition, the Customer undertakes to ensure that the data hosted complies with public policy and the rights of third parties. Failing this, and if it becomes aware of an infringement of this provision, by application of Law No. 2004-575 known as Confidence in the Digital Economy or LCEN, and in its capacity as host of the Customer's data, the Service Provider is entitled to withdraw any offending data, possibly to suspend the Customer's access to the Software without further formalities or notice, notwithstanding the right offered to him to terminate the Contract for fault without prejudice to the possibility of seeking compensation for the damage suffered. The Service Provider, as publisher of the Software, is responsible for the content (excluding Customer data) published on the Software, in accordance with the aforementioned law.

5.6 / The Service Provider guarantees that the Client's hosted data is physically located in the European Union.

5.7 / The Service Provider makes daily backups of the data hosted by the Client.

5.8 / For the duration of the Contract, the Customer is provided with support for the use of the Software during the Service Provider's working days and hours, Monday to Friday from 9am to 12pm and from 2pm to 6pm (CET – Central European Time), exclusively by telephone and ticketing system, consisting of assistance in the use of the Software by the Customer. In respect of this support, the Customer undertakes to provide a precise description of the question or problem submitted.

6/ INVOICING AND PAYMENT

6.1 / The Quotation provides for the financial terms of the relationship between the Parties, which may include, in particular, implementation costs, equipment, subscriptions, royalties or fees. The Quotation is valid for 2 months, unless explicitly stated otherwise.

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Signing the Quotation is binding on the customer unless the customer withdraws within 15 days by email to info@sharvy.com.

6.2 / The price indicated in the Quotation is firm for a period of one year from the date of entry into force of this Agreement.

The price may then be revised annually, on each anniversary date of the Contract, and this revision will take into account changes in costs, applicable economic indices and/or significant improvements to the Services.

Any annual increase in the rates may not exceed a percentage of 3% in relation to the prices in force the previous year, except in the event of legislative or regulatory changes leading to an increase in the costs directly linked to the Services.

In the event of disagreement with the revised prices, the Customer may terminate the Contract by notifying info@sharvy.com one month prior to the end of the contract period.

6.3 / The commissioning invoice is issued as soon as the Service Provider sends the request for information enabling the creation of access to the Software and its configuration.

6.4 / The hardware order requires a deposit payment. The deposit invoice for the hardware is issued as soon as the order is placed. The equipment is dispatched once the deposit payment has been received.

6.5 / The invoice for the balance of the equipment is issued upon receipt of the equipment by the Customer.

6.6 / The invoice for the other services is issued on the date of commencement of use of the solution and no later than 4 months after signature of the quotation, unless specifically agreed otherwise on the Quotation.

6.7 / Payments under the Contract are made by bank transfer or SEPA direct debit with payment due within 30 days of the invoice date.

In the event of non-payment on the due date, if the conditions granted allow payment on the due date, the Service Provider is entitled to:

1. Automatically suspend the Customer's access to the Software and all services provided by the Service Provider to the Customer under the Contract, after formal notice has remained without effect.
2. To charge late payment interest on all sums due until their full payment, the rate amounting to three times the legal interest rate in force on the due date, the Service Provider may also under the same conditions, pronounce the forfeiture of the term of all sums due, which as a result, become due at the first request of the Service Provider,
3. To charge a lump sum compensation of €40 for recovery costs,

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4. All without prejudice to any damages and the possible termination stipulated below.

7/ LEVEL OF SERVICE, WARRANTIES – AND LIABILITY

Services are available 24 hours a day, 7 days a week, including Sundays and public holidays.

When the Service is unavailable or experiencing malfunctions for which the Service Provider may be liable, it is the Customer's responsibility to contact the Service Provider's teams and open an incident ticket.

The Service Provider undertakes to ensure the Service levels of intervention and recovery time, as described in this article. In case of non-compliance with these SLAs, the following compensation will be applied:

Service	**Engagement**	**Dédommagements**
Availability of the Service	99,5 %	Credit of 5% of the monthly cost of unavailable Services, per one (1) hour started beyond the SLA, up to a limit of 100% of said monthly cost.
Response Time Guarantee*, Incident Level 1	Business Hours Incident Management Lead time: 1 hour	Credit of 5% of the monthly cost of unavailable Services, per one (1) hour started beyond the SLA, up to a limit of 100% of said monthly cost.
Recovery Time Guarantee**, Incident Level 1	Business Hours Incident Management Processing time: 2 hours	Credit of 5% of the monthly cost of unavailable Services, per one (1) hour started beyond the SLA, up to a limit of 100% of said monthly cost.
Response Time Guarantee*, Incident Level 2	Business Hours Incident Management Lead time: 8 hours	Credit of 5% of the monthly cost of unavailable Services, per one (1) hour started beyond the SLA, up to a limit of 100% of said monthly cost.
Recovery Time Guarantee**, Incident Level 2	Business Hours Incident Management Processing time: 16 hours	Credit of 5% of the monthly cost of unavailable Services, per one (1) hour started beyond the SLA, up to a limit of 100% of said monthly cost.

(*) The response time is calculated from the creation of the incident ticket. "Response" means the consideration of the incident ticket by the Service Provider's technical teams, and not the resolution of the Incident.

(**) Recovery time is calculated from the start of the intervention. "Recovery" means only the restoration of the availability of the unavailable Service or the replacement of said Service in the event of an outage.

"Incident Level 1" means any Incident resulting in total unavailability of the Services.

"Incident Level 2" means any Incident that results in a substantial degradation of the performance of the Services such as latency issues, extended access times, performance issues, slowed applications, etc.

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By "monthly availability rate" means: the total number of minutes of the month in question minus the number of minutes of unavailability of the month concerned, all divided by the total number of minutes of the month in question. For the calculation of compensation, the downtime is calculated from the opening of the incident ticket until the resolution of the malfunction.

"Unavailability" means the impossibility of accessing one or more Services. Breakdowns and malfunctions of the Service Provider's equipment that do not prevent access to the Services, are not considered as unavailability.

The above Service level commitments are made, subject to the exclusion cases referred to below, and provided that the Customer collaborates with the Service Provider to restore the Service in the event of Unavailability.

When reporting the Incident and creating the ticket, the Customer communicates to the Service Provider all the information useful for the diagnosis and intervention of the Service Provider. The Customer undertakes to remain permanently available in order to be able to collaborate with the Service Provider on first request, in particular by providing it with any additional information, and by carrying out all the necessary tests and verifications. If necessary, the Customer gives access to its Management Interface to the Service Provider. If the Customer is not available or does not collaborate with the Service Provider, he will not be able to benefit from this guarantee. The Customer's response time is deducted from the SLA.

It is expressly agreed that the aforementioned compensation constitutes, for the Customer, a lump sum compensation for all damages resulting from the Service Provider's failure to comply with the service commitments in question; the Customer waiving this title, any other request, claim and / or action.

If a single event results in non-compliance with several Service Level Commitments described above, compensation cannot be cumulated. In this case, the compensation most favorable to the Customer is applied. Similarly, the total cumulative compensation that can be awarded during a month, all events combined, may not exceed the total monthly cost of the impacted Service.

Compensation is made by deduction from the next invoice receipt by the Service Provider of the Customer's claim for compensation. Beyond one month after the closure of the corresponding incident ticket, compensation can no longer be requested by the Customer.

The Customer may under no circumstances avail itself of this article and claim the aforementioned compensation in the event that the unavailability results in whole or in part from (i) events or factors beyond the control of the Service Provider such as non-exhaustive cases of force majeure, malfunction or misuse of hardware or software under the control of the Customer, (ii) breach by the Customer of the obligations incumbent on it under the Agreement (in particular failure to cooperate in the resolution of the incident), (iii) misuse or inappropriate use of the Service by the Customer (including poor network configuration), (iv) planned maintenance, (v) suspension under the conditions provided for in Article 5 of this contract or (vi) hacking or computer piracy of the Customer's information system. In such cases, with the exception of point (iv) and cases of force majeure, the Service Provider reserves the right to invoice the Customer for any intervention carried out to restore availability. This is subject to a quotation submitted to the Customer for validation.

The causes of the unavailability, and in particular the finding of the cases of exclusion defined above, are established by the Service Provider by any means, and in particular on the basis of the elements of the Service Provider's information system (such as connection data) which, by express agreement, will be admissible.

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Upgrade maintenances are scheduled 15 days in advance, outside of working hours. Corrective maintenance can be scheduled at any time, outside of working hours. The Customer is informed as soon as possible of the dates and times of maintenance.

8/ INTELLECTUAL AND INDUSTRIAL PROPERTY

8.1 / The Service Provider does not transfer any property or private rights of any kind to the Customer under the Software, as well as under the customer area, except the right of use as an end user for its own and personal needs, during the time of its Contract, the Software and the customer area.

8.2 / The Customer declares to be the holder of the rights relating to the data hosted by the Service Provider and provided by him. The Customer is not responsible for erroneous data provided directly by Users.

8.3 / The Service Provider may not, except with the prior written and express agreement of the Customer, include it as one of its commercial references and make use of the Customer's name and logo.

8.4 / In the event of an order by the Customer for a service of customization of the Software, it hereby grants to the Service Provider, under this work, the right to reproduce all logos, trademarks, distinctive signs of any kind and as indicated by the Customer, only for the needs of performance of the services ordered by the Customer of which he declares to be the holder of a private right within the meaning of the Intellectual Property Code.

9/ PROTECTION OF PERSONAL DATA

9.1 / Definitions

The following terms have, in the context of the article on the Protection of personal data, the meaning given to them below:

" **Personal data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, 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 factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

'Controller' means the natural or legal person, agency or other body which, alone or jointly with others, determines the purposes and means of the processing;

"Processor" means the natural or legal person, agency or other body that processes Personal Data on behalf of the Controller;

'Processing' means any operation or set of operations whether or not performed by automated means and applied to data or sets of Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Personal Data Breach" means a breach of security resulting in, accidentally or unlawfully, the destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored

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or otherwise processed.

9.2 / Purpose

This article determines, in accordance with the provisions of the GDPR, the terms and conditions of the Processing of Personal Data carried out by the Processor, on behalf of, under the authority and instructions of the Data Controller.

9.2.1. Categories of personal data processed

The categories of personal data processed are as follows:

- Name and surname,
- User ID or ID,
- Email address,
- Licence Plate,
- IP address for accessing the service.

9.2.2. Categories of people concerned : Employees or visitors of the Data Controller.

9.2.3. Purpose(s) of processing :

- Manage the allocation of parking spaces and other company resources.
- Control and secure entries to the Data Controller's site.

9.2.4. Category of recipient of personal data : staff of the Processor.

9.2.5. The list of countries in which Personal Data is processed

Data sub-processor name	Service provided	Country	Transfer mechanism
OVH	Infrastructure hosting	France, Germany	None
Mailjet	Email forwarding gateway	Belgium-Germany	None

9.3 / Duration

The processing of personal data applies for the duration of the commercial relationship between the Parties. In the event of termination for any reason whatsoever of the commercial relations between the Parties, the contract will be terminated concomitantly, ipso jure.

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9.4 / Obligations of the Processor vis-à-vis the Data Controller

In accordance with Article 28 of the GDPR, the Processor undertakes to:

- Process the data only for the purpose(s) defined by the Data Controller,
- Process the data in accordance with the instructions of the Data Controller. If the Processor considers that an instruction constitutes a Violation of the GDPR or any other provision of Union law or the law of the Member States relating to data protection, it shall immediately inform the Controller. In addition, if the Processor is obliged to transfer data to a third country or an international organisation, under Union law or the law of the Member State to which it is subject, it must inform the Controller of this legal obligation prior to the Processing, unless the law concerned prohibits such information for important reasons of public interest,
- Guarantee the confidentiality of Personal Data processed on behalf of the Data Controller,
- Ensure that the Personal Data is located in the European Union,
- Ensure, in the event of a transfer of Personal Data outside the European Union, that the country offers a level of protection equivalent to the level of protection in the European Union or the signature of standard contractual clauses established by the European Commission or the implementation of internal company rules ('BCR'),
- Ensure that persons authorised to process Personal Data in the context of business relations between the Parties: (i) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality and (ii) receive the necessary training in the protection of Personal Data,
- To take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default,
- Assist the Data Controller in carrying out any (i) data protection impact assessments and (ii) prior consultations with the supervisory authority,
- Assist and advise the Data Controller in the implementation of its obligations under the GDPR,
- Not to rent, transfer or communicate the Personal Data processed in the context of commercial relations to unauthorized third parties,
- Respect the retention periods of Personal Data strictly necessary for the Processing put in place.

9.5 / Subcontracting

The Processor may use another Processor (hereinafter "the Subprocessor") to carry out specific Processing activities subject to the prior written consent of the Controller. The Processor undertakes to communicate the list of Sub-processors to the Data Controller. In the event of a proposed change concerning the addition or replacement of Sub-processors, the Processor must obtain the prior and specific written consent of the Data Controller. The request must clearly state (i) the Processor activities outsourced, (ii) the identity and contact details of the Subprocessor and (iii) the dates of the Subprocessor. The Data Controller has a maximum period of fifteen (15) days from the date of receipt of this information to give his authorization. In the absence of a response within the aforementioned period, the request for subsequent subcontracting shall be deemed to have been refused.

The Subcontractor undertakes to ensure that the subcontractor complies with the obligations of the contract. The subprocessor may only act within the strict framework of the instructions given by the Controller to the original processor. It is the responsibility of the Initial Processor to ensure that the

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Subprocessor provides sufficient guarantees as to the implementation of appropriate technical and organisational measures so that the Processing meets the requirements of the GDPR. If the Subprocessor fails to fulfil its obligations, in particular with regard to data protection, the original Processor remains fully liable to the controller.

9.6 / Right of information of data subjects

It is the Processor's responsibility to provide the information provided for in Article 13 of the GDPR (such as the purposes and legal basis of the processing, the recipients of the data, their retention period, etc.) to the persons concerned by the Processing operations at the time of data collection.

9.7 / Exercise of the rights of individuals

The Processor must assist the Data Controller in fulfilling, in time, its obligation to respond to requests to exercise the rights of data subjects: right of access, rectification, erasure and opposition, right to limitation of Processing, right to data portability, right not to be subject to automated individual decision-making (including profiling). All requests should be addressed to the following address: gdpr@sharvy.com

9.8 / Notification of Personal Data Breaches

9.8.1. The Processor shall notify the Data Controller of any Personal Data Breach of which it becomes aware as soon as possible and at most within 24 hours after becoming aware of it by sending an e-mail to the address it indicated when signing the contract. This notification is accompanied by any useful documentation to enable the Data Controller, if necessary, to notify this Breach to the competent supervisory authority.

In the event of a Personal Data Breach, the Parties undertake to discuss the nature of the infringement of the rights of the persons concerned, the Processor having to provide all its assistance and skills to help the Data Controller determine whether or not the Breach is likely to create a risk to the rights and freedoms of natural persons. The Data Controller will *ultimately* decide whether or not the Infringement is likely to create a risk to the rights and freedoms of the natural persons concerned.

9.8.2. Where applicable, the Controller shall notify the competent supervisory authority of Personal Data Breaches as soon as possible and, if possible, no later than 72 hours after becoming aware of them, unless the breach in question is not likely to create a risk to the rights and freedoms of natural persons. The notification shall contain at least:

- A description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects affected by the Breach and the categories and approximate number of records of Personal Data concerned;
- The name and contact details of the data protection officer or other contact point from which further information can be obtained;
- A description of the likely consequences of the Personal Data Breach;
- A description of the measures taken or proposed by the Controller to remedy the Personal Data Breach, including, where applicable, measures to mitigate any negative consequences.

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- If and to the extent that it is not possible to provide all this information at the same time, the information may be provided in instalments without undue delay.

The Controller shall communicate the Personal Data Breach to the data subject without undue delay, when such breach is likely to result in a high risk to the rights and freedoms of a natural person. The communication to the data subject shall describe, in clear and plain language, the nature of the Personal Data Breach and shall contain at least:

- A description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects affected by the Breach and the categories and approximate number of records of Personal Data concerned;
- The name and contact details of the data protection officer or other contact point from which further information can be obtained;
- A description of the likely consequences of the Personal Data Breach;
- A description of the measures taken or proposed by the Controller to take to remedy the Personal Data Breach, including, where applicable, measures to mitigate any adverse consequences.

The Processor will provide all its assistance to the Data Controller in the context of the notification of Violations to the data subjects and the competent authority as described above.

9.9 / Security measures

The Processor undertakes to implement at least the technical and organisational security measures described below in order to guarantee a level of security of Personal Data adapted to the risks presented by the Processing.

9.9.1 Physical security

The physical security of the offices is ensured by hourly access limitation, remote monitoring and electronic access control with access history.

Selected data centers must offer a high level of physical security, with access after identity verification, badge or biometric access, and traceability. Data centers and hosting providers have ISO/IEC 27001 certification and SOC 1 TYPE II and SOC 2 TYPE II attestations.

Sharvy does not have any infrastructure in its offices that hosts customer data, thus limiting the risk of data theft.

9.9.2 Safety of machinery and software

Machines used by employees require centralized authentication with a two-factor authentication policy to access the information system.

Employee hard drives are systematically encrypted by an appropriate IT policy and software and operating system are kept up to date by system policy and remote cloud control. The encryption keys are stored securely in the company's information system.

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Machines always have a centrally managed solution with anti-virus, anti-malware, anti-ransomware, firewall, intrusion detection and malware.

9.9.3 Information System Security

Collaborative spaces, storage spaces and mailboxes are protected by a Cloud security solution with real-time monitoring and reporting of the health of monitored spaces.

Double authentication is required for any new authentication on the information system.

Access management is centralized with a global password expiration and complexity policy.

9.9.4 Staff training

Staff are systematically trained in the GDPR through certified training.

Staff are made aware of IT security and security training is given to developers if they have not received security training or any personnel dealing with customer data.

Only the necessary personnel have access to the production infrastructure.

9.9.5 Selection of suppliers

Sharvy selects European suppliers for any system hosting customer data and if possible French.

Sharvy ensures that it does not outsource the processing of customer data to the extent possible.

9.9.6 Infrastructure Security

Beyond the selection of hosting providers or datacenters, access to the production infrastructure is only possible for the personnel necessary for its maintenance.

Access to production machines is only possible via a secure encrypted network (VPN) over a virtual private network separate from public access. The machines are not accessible through the public network outside of Load Balancers and VPN servers. Only the necessary network ports are open and only the necessary applications are installed.

The connection to the production machines is ensured by secure keys (SSH type).

The infrastructure has DDOS production and IDS intrusion detector.

System accesses and changes are logged.

9.9.7 Vulnerability Management

Sharvy ensures that production systems are updated through the application of monthly updates.

An automated scan in black-box and grey-box mode (authenticated access with deep scan technology) checks the absence of vulnerabilities and vulnerabilities through a database of more than 2000 vulnerabilities including the top 10 OWASP, CORS vulnerabilities and the most common configuration problems. In the event of the appearance of a new flaw, Sharvy undertakes to work on the flaws within 24 hours.

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Systematic code reviews are made on the evolutions made, checking the absence of security flaws.

9.9.8 Stream and data encryption

All network flows are encrypted, either via virtual private network or via SSH or HTTPs.

HTTP streams with the application enforce TLS 1.2 at least and RSA2048, on port 443.

Sensitive data is either encrypted, with keys stored in vaults with KMIP protocol if possible, or hashed with SHA256 algorithm.

9.9.9 Change and Incident Management

Changes and incidents are reported on a web interface transparently at the address https://sharvy-status.freshstatus.io/

Maintenance is declared on this space and customer administrators can subscribe to updates on possible events.

The Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) detail preventive and corrective actions in the event of an incident.

All changes on the solutions developed are traced and logged on a secure solution such as Microsoft Azure DevOps. Configuration management is also managed with this system.

9.9.10 High Availability

The deployed infrastructure must ensure a high level of availability and continuity of service with an SLA guarantee of 99.5%.

All elements of the infrastructure have redundancy to tolerate failures.

Permanent monitoring with notification of Sharvy administrators makes it possible to ensure the health of the infrastructure, the availability of systems and performance (processor, memory, disk, ...).

9.9.11 Data Security, Confidentiality and Integrity

Data is stored on a high-availability database cluster on 2 data centers. Daily, weekly and monthly backups allow you to restore data if necessary.

Data retention is for one year and data anonymization is ensured in the event of deletion of a user account for an existing customer. The data is deleted at the customer's departure after return.

Data retention is 3 months for access control data.

IP addresses are retained for 1 month.

Production data is not transferred outside of production.

9.10 / Fate of Personal Data

Within fifteen (15) working days following the end of the contract, the Processor undertakes to return to the Data Controller all Personal Data exchanged in the context of their business relationship, in a standard format and at no additional cost. This return must be accompanied by the destruction of all existing copies

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in the Subcontractor's information systems. Within fifteen (15) working days of the deletion of the Personal Data, the Processor will provide written justification for the destruction.

9.11 / Data Protection Officer / Personal Data Referent

The name and contact details of the Data Protection Officer or the Subcontractor's "Personal Data" contact are as follows DPO identified with the CNIL under number DPO-146797: Stéphane SEIGNEURIN, info@sharvy.com

9.12 / Register of categories of processing activities – Documentation

9.12.1. The Processor shall keep a written register (or any other document for companies with fewer than 250 employees) of all categories of Processing activities carried out on behalf of the Controller including:

- The name and contact details of the Data Controller,
- The categories of Processing carried out on behalf of the Data Controller,
- Where applicable, transfers of Personal Data to a third country,
- Documents attesting to the existence of appropriate safeguards,
- A general description of the technical and organisational security measures.

9.12.2. The Processor shall make available to the Controller the documentation necessary to demonstrate compliance with all its obligations and to enable audits to be carried out by the Controller or another auditor mandated by the Processor.

9.13 / Audit

During the term of the contract and subject to a minimum written notice period, which may not be less than fifteen (15) working days, the Data Controller reserves the right to carry out any verification it deems useful to establish compliance by the Processor with its obligations under the contract, in particular through an audit. The Data Controller will also indicate the planned date of the audit, the elements verified as well as the identity of the auditors. The auditors must have access to the premises of the Subcontractor and comply with the internal health and safety rules applicable to these premises.

The Data Controller may not carry out more than one (1) audit per year.

The Processor undertakes to respond to requests for audit of the Controller made by it or by a trusted third party it has selected, recognized as an independent auditor, that is to say independent of the Processor, with an adequate qualification, and free to provide the details of its remarks and audit conclusions to the Controller. The Parties agree that the audit will focus on the Processor's compliance with the provisions of Article 28 of the GDPR and in particular on the following elements:

- Verification of all security measures implemented by the Subcontractor,
- Checking data location, copying and deletion logs,
- Analysis of the measures put in place to delete data, to prevent illegal data transmissions or to prevent the transfer of data to a country not authorized by the Data Controller.

The audit costs will be borne by the Subcontractor.

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9.14 / Obligations of the Data Controller vis-à-vis the Processor.

The Data Controller undertakes to:

- Provide the Processor with the Personal Data Processed by the Processor,
- Transmit, in writing, any instructions concerning the Data Processing by the Processor,
- Supervise the Processing of Personal Data including, if necessary, carrying out audits and inspections of the Processor.

10/ TERM OF CONTRACT AND REVERSIBILITY

10.1 / Each Party may terminate the Contract in the event of a breach by the other Party of an essential provision of the Contract, and 1 (one) month after a formal notice sent by registered letter with acknowledgment of receipt to the other Party, setting out the grievance or grievances in detail and referring to the provision of the Contract concerned, without prejudice to the damages to which it may be entitled. In the event of termination for fault of the Customer by the Service Provider, the Customer undertakes to pay the Service Provider any sums remaining due under the Contract on a pro rata temporis basis until the effective date of termination, subject to the perfect performance of the services by the Service Provider.

However, if the Service Provider has received a surplus, the Service Provider undertakes to reimburse the Client for the amount of the excess, without delay. In the event of termination for fault of the Service Provider by the Client, the Service Provider undertakes to reimburse the Client the sums paid by the Client under the Contract pro rata temporis from the effective date of termination.

10.2 / Under the terms of the Contract, the Customer may expressly and in writing request the Service Provider to operate a reversibility consisting in the delivery by the Service Provider of the Client's hosted data in an FTP type space where the Customer can download the hosted data. The Customer may request this reversibility during the term of the Contract and no later than thirty days after its end, whatever the cause, and access to the data being reserved to the Customer for a period of thirty working days, all hosted data of the Customer being destroyed beyond these periods.

11/ MISCELLANEOUS

11.1 / The know-how of the Service Provider, including the operation of the Software, the customer area, is strictly confidential and reserved for the sole use of the Customer to the exclusion of any third party. The data hosted by the Customer in the Software are and remain the full and entire property of the Customer and the Service Provider undertakes to keep them strictly confidential. The Parties undertake to:

- Use the confidential information exchanged in the context of the execution of the Contract only for the exclusive purpose of the proper performance of the Contract;
- Keep confidential information confidential and in particular not use or allow to be used for the benefit of third parties all or part of the information;
- Not to make, or allow to be, any public or private communication, written or oral, mentioning all or part of the said information;

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- Do not duplicate the information transmitted without the prior written permission of the other Party.

11.2 / The debtor of an obligation arising from the Contract will be excused if he justifies a case of force majeure. Explicitly, natural disasters, fire, storm, earthquake, flood, or other damage suffered affecting the performance of the Contract are considered as cases of force majeure. If the force majeure is of a momentary nature, performance will be suspended for the period during which the performance of the obligation in question is thus prevented, this delay being thus excused. If the situation of force majeure or the excused delay persists beyond a period of thirty (30) days, each Party may terminate it if it deems it appropriate, without compensation or compensation to the other party. Will in any event be excused, and the Customer accepts it without recourse against the Service Provider, any delay resulting in whole or in part from the total or partial interruption of telecommunications networks beyond the control of the Service Provider.

11.3 / Neither Party may assign the Contract, either partially or in full, except within its own group of companies.

11.4 / Any document provided by the Client to the Service Provider such as, in particular, expression of needs, study, specifications, is, even if the Service Provider has responded, devoid of any contractual nature and does not fall within the scope of the Contract, the purpose of which is to make available, under the conditions set out above, a standard Software that the Client must evaluate to ensure that it is adapted to its needs. No general or specific condition contained in the documents sent or delivered by the Parties may be incorporated into the Contract. Consequently, the Contract expresses the entire agreement concluded between the Parties with regard to its purpose. It prevails over any prior communication or agreements, written or oral.

11.5 / The Service Provider may not subcontract all or part of the Contract without the prior written consent of the Client. Authorized subcontractors are identified in the DPA.

12/ DISPUTE SETTLEMENT

The contract is subject to French law. In the event of a dispute over its interpretation and / or execution, and except in the case of non-payment which authorizes the direct referral to the competent Court, the Parties agree to try to find the amicable settlement of the dispute within one month, the most diligent Party inviting the other by registered letter with acknowledgment of receipt detailing the grievance or grievances and contractual provisions it considers violated, at a meeting, within a minimum of fifteen (15) working days. In case of failure of the attempt at amicable settlement, the dispute will be submitted to the competent court of the plaintiff, notwithstanding claims in warranty or plurality of defendants, including for emergency or protective measures.

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