



December 2023

Master Subscription Agreement

PLEASE READ THE MASTER SUBSCRIPTION AGREEMENT BEFORE PURCHASING OR USING THE PRODUCTS OR SERVICES. BY USING OR PURCHASING THE PRODUCTS OR SERVICES, THE CUSTOMER CONSENTS TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF THE CUSTOMER DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THE CUSTOMER MUST NOT PURCHASE OR USE THE PRODUCTS OR SERVICES.

This Master Subscription Agreement (the "Agreement") is entered into by and between the eXo Platform entity ("eXo Platform SAS" or "eXo Platform NA LLC" or "eXo Platform Luxembourg SARL") referred to in the Order Form or any other purchase order related to the purchase of products and/or services relating to this Agreement and, if not specified, eXo Platform SAS ("société par actions simplifiée") registered with the Paris Trade and Companies Registry under number B 450 511 506 with its registered office at 10 Place Vendôme, 75001 Paris, France ("eXo") and the purchaser or user of eXo products and/or services, as identified in the Order Form or any other purchase order relating to the purchase of products and/or services relating to the Agreement (the "Customer") who accepts the terms and conditions of this Agreement (together, the "Parties").

The effective date of this Agreement ("Effective Date") is the earliest of the following three dates: (i) the date of Customer's signature or acceptance of this Agreement by signing the Order Form, (ii) the date Customer begins using eXo products and/or services, and (iii) the date of payment for eXo products and/or services.

It is hereby explained that eXo and the Customer wish to define the general conditions under which the Customer may be granted software licenses and benefit from eXo's services.

The Customer and eXo agree to the following stipulations:

1. Definitions

In the Agreement and its Appendices, each capitalized term has the meaning indicated in its definition, whether in the singular or plural.

Appendices means the Appendices to the Agreement, as listed in Article 6 of the Agreement.

Subscription or **Subscription Plan** means eXo's commercial offerings incorporating the benefits and limitations listed in the Order Form, the License, access to Support Services (as defined in Appendix 1) and access to the Cloud Platform (as this term is defined in Appendix 2 of the Agreement) where applicable.

License means the right granted by eXo to the Customer to access and use the Software as part of a Subscription Plan. A License is granted for each user of the Software, the number of which is identified in the Order Form.

Software means all proprietary "eXo Platform" software and updates thereto and additional modules developed by eXo, which may be made available to the Customer in installed form or in "*Software as a Service*" form on the Cloud Platform (as this term is defined in Appendix 2 of the Agreement).

Order Form means the document, in written or electronic form, consisting of one or more purchase orders, which defines the Subscription, and/or the services that eXo will provide to the Customer, pursuant to this Agreement and in accordance with the specific terms and conditions set forth in such Order Form.

Services means all services provided by eXo to which the Customer has subscribed in the Order Form, including, where applicable, Professional Services, as defined in Appendix 3 of the Agreement.

User(s) means the licensed user(s) of the Software, as identified in the Order Form.

2. Object

The Agreement defines the rights and obligations of the Parties with respect to the Licenses and Services subscribed to in the Order Form. Any service not expressly mentioned in the Agreement or detailed in the corresponding Order Form will need to be subject of an additional Order Form signed by both Parties.

In the event of signature of an additional Order Form, the financial conditions applicable will be those in force at the date of signature of this Order Form.

When the Order Form provides for the granting of a License to the Customer, the stipulations relating to the License are detailed in an End-User License Agreement (EULA) in Appendix 1.

Where the Order Form provides for the delivery of Services, the stipulations relating to the delivery of Services are detailed in the conditions of Professional Services in Appendix 3.

3. Financial obligations

The Customer undertakes to pay the price of the Subscription granted to him and/or the Services provided to him, as specified in the Order Form and according to the terms described and rates applicable on the day the Order Form is

concluded. In the absence of an Order Form accepted by the Customer, the rates in force on the date of invoicing are automatically applied.

If the Customer issues a purchase order, the latter constitutes acceptance of the corresponding Order Form issued by eXo and of any special conditions stipulated therein. In the absence of an Order Form accepted by the Customer, the terms of the Agreement apply by default.

In the event of renewal of the Agreement, including in the event of renewal of the Subscription, the amount of the Subscription fees corresponding to the renewal will be equal to the list price in force for the current Subscription Plan or its equivalent on the renewal billing date. Any special conditions, commercial discounts or specific payment terms appearing on the Order Form corresponding to the previous Subscription Plan are not subject to automatic renewal.

The current list price may be increased by a maximum of ten (10) percent above the list price used during the previous term.

No License may be considered fully granted to the Customer until all payments due have been made in full.

4. Term, Renewal and Termination

The Agreement will commence on the Effective Date and continue for the period specified in the Order Form. Thereafter, the Agreement will be automatically renewed for successive periods of the same duration as the current one, in accordance with the pricing conditions in force at that date, unless written notice of termination is given ninety (90) days prior to renewal, either by e-mail or by registered letter with acknowledgment of receipt.

Upon renewal of the Subscription, the terms and conditions of the current version of the Agreement will apply.

Where the Customer has subscribed to a Subscription or Services, the Agreement may not be terminated under any circumstances during the term of the Subscription referred to in the Order Form, and during any renewal of the Subscription, or during the term necessary for the provision of the Services, except in the event of termination for fault as referred to below.

In the event of a breach by one of the Parties which is not remedied within thirty (30) days of formal notice to that effect sent by registered letter with acknowledgment of receipt, the other Party may terminate the Agreement, without legal formalities, without prejudice to any damages due.

In any event, the Customer will remain liable for the balance of the fees of the Subscription or of the Services subscribed to, as specified in the Order Form, in the event of termination following a breach by the Customer of its contractual obligations.

5. Consequences of termination of contractual relations

When the Subscription ends, for whatever reason, the Customer will no longer be able to access the Software.

Customer must delete all copies of the Software from its computers, and destroy all copies of the Software and Documentation on physical media in its possession, or return such copies to eXo within a maximum of thirty (30) days from the end of the Subscription Plan. In the event of Subscription to the Cloud Platform, the Customer's and its employees' access will be deactivated and deleted, and the Data will be permanently erased from eXo's servers, within thirty (30) days from the end of the Subscription Plan.

The Parties shall remain bound, after termination of their contractual relationship for any reason whatsoever, by their obligations under this Article and the Articles "Warranty", "Limitation of Liability", and "Confidentiality", and "Applicable Law and Jurisdiction" of the Agreement.

6. Contractual documents

This agreement consists of :

- of the Order Form;
- of these general stipulations of the Agreement ;
- the appendices listed below:
 1. Appendix 0: The End-User License Agreement (EULA) ;
 2. Appendix 1: Support and Maintenance ;
 3. Appendix 2: Cloud Addendum to EULA License ;
 4. Appendix 3: Professional Services ;
 5. Appendix 4: Data Protection Agreement

In the event of any contradiction between an Appendix and these general provisions of the Agreement, the Appendix shall prevail.

In the event of any contradiction between the Order Form and another contractual document, the Order Form shall prevail.

7. Billing and Payment Terms

eXo invoices and collects Subscription fees in advance. eXo will issue an invoice for each billing period thirty (30) days prior to the Subscription renewal date.

Subscription fees are non-refundable after payment. Payments will be made without right of set-off or refund. All payments will be made in the currency indicated on the Order Form. Any invoice sent to the Customer by e-mail, not contested within eight (8) working days by the Customer, will be deemed accepted without reservation.

Invoices must be paid within a maximum of thirty (30) days from the date of issue. Any delay in payment will result in the application of a penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, from the first day of delay. A flat-rate indemnity of forty (40) euros for collection costs will also be due in the event of late payment.

In any event, eXo reserves the right to suspend or cancel all or part of the Subscription or Services in progress, if payment is not made within thirty (30) days of the first payment incident and eXo's formal notice to pay sent by registered letter with acknowledgment of receipt.

8. Taxes and withholding

The Customer shall be responsible for the payment of any tax due in connection with the Agreement and the Order Form, such as "value added tax" or any other tax. For the purposes of the Agreement, "Tax" means any tax of any kind whatsoever, withholding tax or customs duty. If the Party obliged to pay is required by applicable law to withhold or deduct a Tax from the amount due to eXo, the royalties paid shall automatically be increased by an amount equivalent to the amount deducted.

9. Warranties

9.1 eXo warranties

The Customer is informed that the Software may include *Open Source* components. These *Open Source* components may be used under the terms of the applicable *Open Source* licenses.

eXo warrants that, to the best of its knowledge, the use of the Software (excluding *Open Source* components) and the provision of the Services, in accordance with the Agreement and its Annexes, will not infringe the intellectual property rights of any third party.

THE SOFTWARE AND ANY SERVICES PROVIDED UNDER THE AGREEMENT ARE PROVIDED "AS IS". Subject to the warranties set forth in the Schedules and to the maximum extent permitted by law, eXo makes no other warranties with respect to the Software, including, without limitation, warranties of quality, performance or effort. eXo does not warrant that the Software will be provided free from error and will operate uninterrupted or will meet any particular expectation or need of the Customer.

9.2 Customer warranties

The Customer warrants to eXo :

- that it and its Users will use the Software in accordance with its intended purpose and solely for internal and/or professional purposes;
- that the Data and content saved in the Software (including the Cloud Platform where applicable) do not infringe the rights of third parties or applicable laws and regulations, in particular with regard to defamation, insult, respect for privacy and/or that they are not contrary to public order or morality;
- that it is entitled to subscribe to the Subscription Plan and sign the Agreement and that it holds all authorizations and rights allowing it to use the Data via the Software (including the Cloud Platform, where applicable). In this respect, the Customer guarantees eXo against any recourse or action that any third party may take against eXo for the use of the Data;
- that it will comply with all technical requirements necessary to use the Software (including the Cloud Platform, where applicable), in accordance with eXo's instructions, and that it will only provide access to the Software to the number of Users stated in the Order Form.

10. Responsibilities

10.1 eXo's Responsibilities

eXo is responsible for the proper performance of the Services and the supply of the Software under an obligation of means.

eXo undertakes to use all necessary means to perform its contractual obligations. In particular, eXo undertakes to ensure that support and maintenance services, as well as the services referred to in the Order Form and provided as part of the Subscription, are carried out with professionalism and in compliance with market standards applicable to such type of services.

As eXo is bound by an obligation of means, it may only be held liable if the Customer is able to demonstrate a breach of its obligations. The Customer acknowledges that it must, in any event, take all measures necessary to safeguard its interests and, in particular, protect itself against the risk of data loss by making a backup or copy of all its data, documents, files and media.

eXo will not be held responsible for:

- any content and Data communicated and/or transmitted via the Software by the Customer's users;
- difficulties related to the Internet network and difficulties related to the hosting of the Software (including the Cloud Platform, where applicable), and more generally, any technical disruption likely to affect the Software (including the Cloud Platform, where applicable) and for which it is not at fault;
- indirect damages such as loss of business, commercial loss, loss of clientele, loss of data, any commercial disturbance whatsoever, loss of profits or loss of earnings that may result from the performance of the Services, the use or inability to use the Software (including the Cloud Platform).

In any event, eXo's liability to the Customer or any third party shall be limited to the direct damage for which eXo is directly and exclusively responsible, and eXo's total cumulative liability shall never exceed the amount actually received by eXo for the Subscription for the calendar year in question.

The limitation of liability set forth herein applies to all liability claims, regardless of their basis.

10.2 Customer's responsibilities

The Customer declares that it has verified the suitability of the Services and Software for its needs, that it has received all the information and advice necessary to subscribe to the Subscription Plan and that it has provided eXo with accurate information about its needs.

The Customer is solely responsible for:

- its use of the Software (including the Cloud Platform, where applicable) and that of its Users, in accordance with applicable laws and regulations, and the hosting of the Software and Data on its servers, where the Customer has not subscribed to the Cloud Platform;
- the use of personal data of persons appearing in the content made available through the Software, and the compliance with Applicable Regulations (as this term is defined in Appendix 4).

The Customer undertakes to ensure that its employees, service providers and Users comply with the provisions of the Agreement and use the Software in accordance with its intended purpose, applicable laws and regulations and its general conditions of use.

The Parties shall not be held liable if the performance of their respective obligations is delayed or prevented due to force majeure, as defined by article 1218 of the French Civil Code and related case law.

11. Privacy

In the course of their contractual relationship, one Party (the "Disclosing Party") may be required to disclose to the other Party (the "Recipient Party") certain confidential or proprietary information relating to the Disclosing Party's business, such as, but not limited to, technical data, trade secrets, know-how, drawings and models, inventions, patent applications, information protected by copyright, financial information, marketing strategies, customer data, strategic objectives, or any data, whatever its nature, the importance of which justifies its confidential nature (hereinafter, the "Confidential Information" or the "Information"). The Recipient undertakes not to communicate any Confidential Information to a third party who has not signed a confidentiality agreement with the Disclosing Party, unless the Information has already been voluntarily communicated to the public by the Disclosing Party or the Disclosing Party has given its written authorization for the Information to be communicated to the third party. The Recipient undertakes to take all necessary measures to guarantee the confidentiality of the Information.

However, the following information shall not be considered as confidential: (a) Information which was in the public domain at the date on which it was communicated by one Party to the other, (b) has become known to the general public, without breach of any obligation hereunder, (c) was already known to the Party to whom it was communicated by the other Party, (d) disclosed by a third party legitimately in possession of it and having the right to disclose it, (e) must be communicated on injunction by a competent judicial authority, subject to informing the Disclosing Party.

The Parties expressly acknowledge that the provisions of the agreements entered into between them are to be considered as Confidential Information.

The Parties expressly acknowledge that the source code of the Software (with the exception of its *Open Source* components) constitutes Confidential Information.

12. Marketing activities

The Customer agrees that eXo may occasionally present it (with its name, logo and/or trademark) as an eXo customer in or on its website, sales and marketing materials or in press releases, subject to the application of the logo and trademark usage guidelines provided by the Customer.

13. Anticipation

Each of the Parties expressly waives its right to invoke the provisions of article 1195 of the French Civil Code and the unforeseeable circumstances provided for therein, and consequently undertakes to assume its obligations even if the

contractual balance is upset by circumstances that were unforeseeable when the Agreement was concluded, even if their performance proves excessively onerous, and to bear all the economic and financial consequences thereof.

14. Independence of the parties

The Parties are independent of each other. Neither Party shall be deemed to be the employee, agent or legal representative of the other Party.

15. Notifications

All notifications required or made in application of the Agreement must be sent in writing, by registered letter with acknowledgment of receipt. They shall be deemed to have been received on the date mentioned on the acknowledgment of receipt. Notifications must in any event be made to the address appearing at the top of the present document.

16. Partial invalidity

The invalidity of any of the clauses or articles of the Agreement shall not affect the validity of the remaining clauses and articles.

In the event of invalidity of one of the clauses, the Parties will endeavor to replace it with a valid clause having the same purpose.

17. Modification and waiver

The Agreement may only be modified by a written document signed by a representative of each of the Parties. No tolerance by one of the Parties, even if repeated, shall constitute a waiver of any of the stipulations of the Agreement.

18. Transfer

Each Party expressly agrees not to assign the Agreement in whole or in part without the prior consent of the other Party.

19. Applicable law and jurisdiction

French law is applicable to the Agreement, to the exclusion of its conflict of laws rules.

Should a dispute arise, the Parties will endeavor to resolve it amicably. IN THE ABSENCE OF AN AMICABLE AGREEMENT WITHIN THIRTY (30) DAYS OF THE OCCURRENCE OF A DISPUTE, NOTIFIED BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT, ANY DISPUTE CONCERNING THE INTERPRETATION, PERFORMANCE OR RESOLUTION OF THE PRESENT CONTRACT WILL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS WITHIN THE JURISDICTION OF THE PARIS COURT OF APPEAL, EVEN IN THE EVENT OF A WARRANTY CLAIM OR MULTIPLE DEFENDANTS.

20. Non-solicitation clause.

Each Party shall refrain from directly or indirectly soliciting the other Party's personnel without the latter's prior consent. This stipulation is valid for the entire duration of the Agreement and for twelve (12) months following the end of the Agreement.

21. Entire Agreement

This Agreement and its Annexes constitute the entire Agreement between the parties with respect to its subject matter. It terminates, with effect from its Effective Date, all prior written or oral undertakings or agreements between the parties relating to the same subject matter.

eXo

Date:

Name:

Title:

Signature :

Customer

Date:

Name:

Title:

Signature :

Annex 0: END-USER LICENSE (EULA)

These End-User License Terms set forth the terms and conditions applicable to the license granted to the Customer by eXo on its Software as part of a Subscription.

1. Definitions

Each term beginning with a capital letter has the meaning indicated in the Agreement, or, if such term is not defined in the Agreement, in the definition in this Appendix, whether in the singular or plural.

Customer Portal means the single point of contact provided by eXo to which requests for Support Services must be addressed by the Customer during the term of the Contract.

Term means the duration of the Subscription granted to the Customer, as stated in the Order Form.

Incident or Error means any malfunction of the Software reported by the Customer that is reproducible and identifiable by eXo.

Update means any updated version of the Software. These updates may be patches or functional and technical improvements.

Version means a Major Revision, Minor Revision, or Maintenance Update of the Software. "Major Revision" means a later version of the Software identified by a change in the first digit (X) of the version identified according to the scheme (X.y.z). "Minor Revision" means a later version of the Software identified by a change in the second digit (Y) of the version identified following the diagram (x.Y.z). "Maintenance Update" means a new version of the Software identified by a change in the third digit (Z) of the version identified following the diagram (x.y.Z).

Third-Party Software means various third-party software components licensed under the terms of the applicable licenses, whether Open Source or not, included in the documents relating to such software. Third-Party Software consists of individual software components, each of which has its own applicable copyright and license conditions.

Documentation means the standard documentation and technical specifications for the Customer that eXo provides with the Software, and which are revised from time to time or on a regular basis by eXo. Marketing and advertising materials are not included in the definition of Documentation.

2. Intellectual property

eXo is the owner of all intellectual property rights, of any nature whatsoever, pertaining to the Software as well as to all documentation and data provided to the Customer as part of the Subscription.

For its part, eXo acknowledges that any content created and/or any computer development developed by the Customer through the use of the Software remains the property of the Customer.

3. Rights granted

eXo grants the Customer a non-exclusive, non-transferable and non-assignable right to connect, install on its information system (within the limits of the Order Form), access and use the Software.

3.1. Scope of the License

In the absence of a signed Order Form, no License is granted to the Customer.

The Software License is granted to the Customer exclusively for its internal and/or business needs and for the Subscription Term, and only for the number of Users specified in the Order Form.

If the Customer wishes to add Users, he must purchase additional Licenses and contact eXo to update the Subscription Plan.

The right to use the Software is granted exclusively for the Software Subscription Plan mentioned in the Order Form, as well as for the consecutive versions of the Software that become available during the Subscription Term.

eXo does not grant the Customer any other license - whether expressly or implicitly - than that expressly referred to in the Order Form.

3.2. Duration

The License is granted to the Customer for the Subscription Term under the terms of the Agreement.

3.3. Restrictions

The License granted does not authorize the Customer to perform any of the acts mentioned below:

- a) **Distribute or license the Software to any third party.** This prohibition does not, however, prevent the Customer from granting access to the Software to its subsidiaries, or from integrating the Software into its own service offering when this possibility is expressly provided for in the Order Form. In all cases, the Customer guarantees that the third parties concerned will respect the obligations of confidentiality and intellectual property mentioned in the present License;

- b) **Reverse Engineering.** You may not reverse engineer, decompile, analyze, disassemble or search the source codes or any part of the Software without eXo's express permission, subject to the provisions of Article L. 122-6 IV of the French Intellectual Property Code.
- c) **Derivative works.** Prohibition to create or authorize the creation of a solution developed from the Software with a view to providing identical, competing, similar, related or complementary services to those of eXo.
- d) **Modifications.** It is forbidden to modify the Software or the services accessible from the Software, or to deactivate the technical protection measures included in the Software, without the express authorization of eXo.
- e) **Non-Competition.** Prohibition from developing, participating in the development of, or distributing any software or solution that may compete with the Software and the services accessible from the Software.

The Customer undertakes to ensure that its Users comply with Appendix 0 and, where applicable, Appendix 2.

4. Software Installation and Updates

Unless the Customer subscribes to an eXo Professional Service in accordance with Appendix 3, the installation of the Software on the Customer's servers is the sole and entire responsibility of the Customer.

eXo also provides the Customer, during the Subscription Term, at no additional charge, with Software Updates as they become available. However, installation remains the responsibility of the Customer.

5. Support and maintenance

During the validity period of the Subscription, eXo will provide the Customer with Support and Maintenance Services for the Software corresponding to the Subscription Plan acquired, according to the contractual and operational terms defined in Appendix 1 of this Agreement. These Services are provided to the Customer for internal use only, and the Customer shall not use the Support Services to provide consulting, assistance or training services to third parties.

Support and maintenance requests must be made via the Customer Portal.

The customer can consult the current list of Versions benefiting from the support and maintenance services on the eXo Platform website (<https://www.exoplatform.com/fr/conditions-generales/programme-de-maintenance.pdf>).

6. Audit

During the term of the Subscription and one (1) year after its termination, eXo or any representative of eXo, may, within fifteen (15) days following the sending of a registered letter, visit the Customer's premises during business hours and perform a confidential audit in order to verify that the Software is being used in accordance with the Order Form, the Agreement and Appendix 1, and that the Customer has paid the applicable Subscription fees in accordance with the number of Users indicated in the Order Form. The Customer undertakes to cooperate in the event of an audit.

Any audit that results in a difference to the detriment of eXo (in particular if the Customer does not pay a fee equal to the actual number of Users), will oblige the Customer to make any necessary additional payment, within thirty (30) days of the date on which the audit took place, without prejudice to any damages that may be due. If the difference found against eXo reveals a discrepancy of more than five percent (5%) between the fees paid by the Customer and the amount established during the audit, the Customer will also be responsible for reimbursing the audit costs incurred by eXo, provided that these are duly justified.

7. Warranty

7.1. Performance

eXo warrants to Customer that, within ninety (90) days of the Effective Date ("Warranty Period"), the Software, when used in accordance with this Agreement and its Documentation, will perform in accordance with its Documentation. eXo's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, at eXo's sole discretion, to replace the non-conforming Software or to use commercially reasonable efforts to correct such non-conformity; provided that such non-conformity is notified in writing to eXo during the Warranty Period. This warranty shall not apply if: (i) the Software is used outside the scope of this Agreement or used in a manner inconsistent with the Documentation; (ii) the Software is modified or altered in any way except by eXo; or (iii) damage is due to negligence, misuse or abuse of the Software. Any replacement or error correction will not extend the initial Warranty Period.

7.2. Compensation

eXo undertakes to indemnify and hold harmless the Customer against any action brought by a third party relating to the Software which is based on the infringement of a patent, copyright, or any other intellectual property right, provided that (i) eXo has had the opportunity to participate in the Customer's defense and in negotiations relating to a possible amicable settlement of the dispute, and provided that (ii) the action brought by the third party has resulted in a final and enforceable court decision or settlement.

Consequently, the Customer undertakes to inform eXo in writing without delay of any action likely to trigger its warranty, in order to enable it to intervene voluntarily before the court seized. In the event that the Software, or its use, is found to be infringing in whole or in part, eXo may decide at its own discretion and at its own expense (i) to modify the eXo Platform Software so that it is no longer infringing, (ii) or to replace it with non-infringing software.

These provisions do not apply and do not create any obligation for eXo when the infringement action results from (i) modifications or transformations of the Software made by or for the Customer, or which have not been made with the written authorization of eXo, (ii) use outside the scope of the License granted, (iii) use of a previous version of the Software, since superseded, if the infringement could have been avoided by use of a more recent version accessible to the Customer, or (iv) use of the Software in combination with any other software, hardware or product not supplied by eXo.

Appendix 1: Support and Maintenance Services

1. Access to Support Services

Support services ("Support Service") are intended to be used only by the Customer and its Users and for the benefit of the Customer who has purchased a Subscription Plan. Any unauthorized use of the Support Services will be considered a breach of the Agreement.

2. Support Services Start Date

Unless otherwise specified in the Order Form, Support Services commence on the date the Customer purchases a Subscription Plan as indicated in the Order Form.

3. Scope of Support Services

eXo Support Services are intended to provide functional and/or technical assistance, troubleshooting capability, and Software Maintenance to the Customer. The benefits of these Support Services vary according to the nature of the Subscription Plan acquired by the Customer.

Support Services are provided remotely through an industrialized organization with processes designed to meet contractual Service Level Agreements (SLAs). The Customer must make requests through the Customer Portal provided by eXo. Support Services are provided in English and/or French only. eXo will respond in accordance with the contractual service levels defined below. At the opening of the service, eXo and the Customer will agree on the named contact information authorized to interact with eXo within the scope of the Support Services. This information may be changed at the Customer's request during the term of the Subscription.

Support Services do not include assistance with code development, system and/or network design, architecture design, major version upgrades of the Software or for distributed Third-Party Software made available with the Software. Such needs may, however, be the subject of a Professional Services request.

Unless otherwise specified in an applicable Order Form, eXo does not provide Support Services for modified Software or Customer specific developments.

4. Maintenance program

During the term of a Subscription Plan purchased by the Customer, eXo provides the Customer with certified patches and Updates for the Software (and any associated Documentation).

eXo does not provide Maintenance for Software that has been modified or for specific developments.

5. Benefits of Support Services

Unless otherwise specified in an Order Form, the purchase of a Subscription Plan entitles the Customer to the benefits of the following Support Services:

(V means available, X means not available for this level or plan)

Benefits of Support Services		
Service Support	Standard	Premium
Ongoing support	X	V
Case management	V	V
Support channel	Web	Web and Telephone
Number of named contacts	3	5
Help Desk (Level 1)		
Usage information	V	V
Basic troubleshooting	V	V
Functional administration Assistance	V	V

Technical Support (Level 2)		
Installation and configuration instructions	V	V
Functional administration Assistance	V	V
Advanced troubleshooting	V	V
Issue diagnosis and reproduction	V	V
Workarounds and procedures	V	V
Maintenance program (Level 3)		
Maintenance versions	V	V
Cumulative patches releases	V	V
One-off patches	V	V

6. Contractual Support Service Levels

6.1. Response to technical events by severity

The severity levels of cases (defined below) are established to represent the impact of an Error on the Customer's business and are used to define mutual expectations between the Customer and eXo. Severities are applied on Customer support cases by eXo in accordance with the definitions of severity levels below and are subject to change as each request progresses.

6.2. Mutual obligations

In order to ensure smooth interaction during the processing of a case, and particularly for those with a level 1 or 2 severity, it is essential that all parties remain involved until the case is resolved or reclassified to a lower severity level. This includes, but is not limited to

- The provision to eXo Support Services staff of relevant contact information as well as ongoing technical activities, execution logs, technical parameters and more generally any available and relevant information allowing an in-depth analysis of the situation, as well as any information required by eXo.
- The application of recommendations and procedures issued by eXo Support Services staff as quickly as possible.

6.3. Ongoing support

When a Customer has purchased an eligible Subscription Plan or as specified in an Order Form, or in the case of a Severity 1 issue (see definition of Severity Levels below), eXo Support Services staff will remain engaged on an ongoing basis until the case is resolved or the Severity is lowered.

6.4. Contractual Service Levels for Support Services

eXo will use commercially reasonable efforts to provide Support Services in accordance with the Service Level Agreements (SLAs) set forth in the table below. eXo's normal business hours for Support Services are 8am-6pm GMT ("Business Hour(s)"), Monday through Friday, excluding French public holidays ("Business Day(s)").

Table: Contractual Service Levels for Support Services

Target Response Time		
	Standard	Premium
Severity 1 (Blocker): An Error that severely impacts the Customer's production environment (such as loss of production data) or a situation in which the Customer's production systems do not function. The situation interrupts the customer's activities, and no workaround procedure exists.	1 Working Hour	1 Hour (24/7 option)
Severity 2 (Major): An error where the customer's system is functioning, but with severely reduced capacity. The situation causes a severe impact on certain parts of the customer's business, and there is no workaround.	4 Working Hours	4 Hours (24/7 option)
Severity 3 (Minor): An Error that involves a partial, non-critical loss of functionality of a production or development system. There is a medium to low impact on the customer's activities, but they continue to function, if necessary by applying a workaround procedure.	2 working days	1 Business Day
Severity 4 (None/Information): A general usage issue, the reporting of a documentation error, or a suggestion for future product improvement or change. There is little or no impact on the Customer's business or on the performance or operation of the Customer's system.	3 working days	2 working days

6.5. Operational Support Processes

Support Services business processes are available here <https://www.exoplatform.com/terms-conditions/support-operations.pdf>.

Appendix 2 - CLOUD ADDENDUM TO THE CLUF LICENSE

The present stipulations apply to Customers who have subscribed to access to the Cloud platform developed, hosted and maintained by eXo, (the "Cloud Platform").

For the purposes hereof, the notion of "Software" as defined in the EULAs also includes the Cloud Platform for all contractual commitments entered into between the Parties.

1. Specific conditions of access to the Cloud Platform and related services

1.1. Scope of the Subscription

When the Customer subscribes to the "Cloud" offer, the right of access to the Cloud Platform is granted exclusively for the version accessible on the date of activation of the Subscription as indicated in the Order Form, as well as for the consecutive versions made available online during the Subscription Term.

Cloud Platform Updates will be performed by eXo periodically on the Cloud Platform.

1.2. Conditions of use and access

The Cloud Platform is accessible in Software as a Service (SaaS) mode, from the customer's hardware and software.

Customer access to the Cloud Platform is subject to the availability of an Internet connection with sufficient bandwidth for optimal use. Connectivity and network transport costs are borne exclusively by the Customer.

Depending on the Subscription Plan chosen, the Order Form also details the characteristics of the Cloud Platform in terms of hosting conditions, and the quantities of data that can be stored or hosted on the Cloud Platform.

Beyond the ceiling defined in the Subscription Plan, any additional quantity of data, stored or exchanged on the Cloud Platform, or any inappropriate use of the Cloud Platform, as defined in the "Availability" article of Appendix 2, gives rise to additional invoicing based on the rates in force.

The Customer acknowledges that eXo cannot under any circumstances be held responsible for any interruptions to the Customer's Internet connection or malfunctions of infrastructure providers that may limit or prevent access to the Cloud Platform.

When the Subscription is terminated for any reason whatsoever, the Customer will no longer be able to access the Cloud Platform.

1.3. Administration and User accounts

Access to Cloud Platform services is subject to the opening of an account made available to the Customer's representative, enabling him to manage and configure the Cloud Platform (the "Administration Account").

The Administration Account is created by eXo or, where the option exists, by the customer's representative.

The Administration Account password and user name are strictly personal and confidential, and must not be communicated to third parties.

Access to the services offered on the Cloud Platform is reserved exclusively for users, duly authorized by the Customer to access the Cloud Platform for the purposes of the Customer's business, and having received their login credentials under the conditions set out in Appendix 2 (the "Users"). The Administration Account is responsible for creating and/or managing the accounts of users or representatives of the Customer who are granted access to the Cloud Platform (the "User Account").

In this respect, any use of an Administration or User Account is deemed to have been made by the person identified by his or her login and password, or with his or her authorization, unless the person is able to demonstrate that his or her login and password have been usurped or pirated. User Account identifiers are strictly personal and confidential, and the Customer undertakes to ensure that its employees and service providers comply with this obligation, where applicable. The Customer undertakes to immediately inform eXo in the event of theft or hacking of these identifiers, or suspicion of such usurpation.

An Administration or User Account may not be sold or transferred to another person.

Depending on the Subscription Plan, the Customer may be eligible to benefit from the integration of its existing corporate directory or single sign-on (SSO) service with the Cloud Platform. eXo will implement this integration as part of its Professional Services offering. The nature of the equipment, software and amount of work for this integration will be specified in an applicable Order Form and must be purchased separately by the Customer.

1.4. Availability

Access to the Cloud Platform is granted 24 hours a day, 7 days a week, with a monthly availability rate of 99.9%.

Notwithstanding the above stipulations, eXo reserves the right to update the Cloud Platform at any time and to make any necessary changes. The Customer acknowledges having been informed that Updates and modifications may render access to the Cloud Platform and its services temporarily unavailable. In addition, eXo reserves the right to temporarily interrupt access to the Cloud Platform, when the interruption is justified by a maintenance operation or by inappropriate use. In such a case, eXo will endeavor to limit the inconvenience by reducing the period of interruption to the minimum time necessary to perform the operation in question or to manage the problem, and will make its best efforts to inform the Customer of this interruption. For all intents and purposes, it is specified that interruptions justified by the deployment of Updates, the implementation of modifications or the performance of a maintenance operation, are not taken into the account in the rate of accessibility referred to in the preceding paragraph.

eXo undertakes, subject to the stipulations mentioned in the paragraph above, to implement the best quality standards in force on the market, to ensure the availability of the Cloud Platform at all times.

For the purposes of this clause, "inappropriate use" includes (but is not limited to) any use of the Cloud Platform that is likely to place disproportionate demands on Cloud Platform resources. In this respect, the Customer expressly acknowledges that it has been informed that any use of the Cloud Platform that involves the use of hardware and software resources beyond their limits, such as, for example, code that makes an infinite loop or code that generates an uncontrolled memory footprint, constitutes inappropriate use.

2. Limitations of Support and Maintenance Services

The notion of "end-of-life" Software does not apply to the Cloud Platform provided as part of the "Cloud" offer, nor to Software accessible from the Cloud Platform.

In addition to the general cases of limitation of support and maintenance services, eXo is under no obligation to provide support and maintenance services to the Customer who has subscribed to the "Cloud" offer, when :

- The malfunctions were caused by services developed specifically for the customer;
- The malfunctions have been caused by inappropriate use (as defined in article 1.4 of Appendix 2) of the Cloud Platform by the Customer;
- The customer has not correctly configured access to the Cloud Platform;
- The malfunction is due to a connection problem or to the Customer's hardware and software, or the Customer does not comply with the technical requirements necessary to use the Cloud Platform.

3. Backup, security and outsourcing

eXo ensures the backup of data and information of any kind that the Customer manipulates via the Cloud Platform (the "Data") .

The Customer expressly acknowledges that he has been informed that the backup of his Data is no longer guaranteed at the end of the Subscription Term, for whatever reason. In this respect, it is the Customer's responsibility to regularly back up its Data on an external medium, in order to avoid losing access to it in the event of interruption of the Subscription.

Where applicable, the Customer may initiate a reversibility process at least two (2) months prior to the end date of the Subscription. The reversibility process is initiated by registered letter with acknowledgment of receipt, addressed to eXo. The reversibility process is a project in its own right, associated with a Data recovery perimeter, with associated procedures and costs, borne by the Customer.

In the interests of transparency, eXo undertakes to communicate to the Customer its information system security policy defining the security rules implemented as part of the performance of its service.

eXo also undertakes to ensure that its subcontractors comply with security obligations, in particular those applicable to Customer Data.

Appendix 3: Professional Services

The Professional Services ("Professional Services") referred to in the Order Form may be installation or implementation services of eXo Platform Software, or customized professional services provided according to specific Customer requests, and which will be, as the case may be, specified and detailed in the Order Form. Professional Services are provided only for Customers with an active Subscription.

1. Professional Services

eXo is responsible for providing the Professional Services in accordance with the signed Order Form under an obligation of means. The full cooperation of the Customer is required for the provision of these Services.

In this respect, the provision of Professional Services requires that the Customer has previously transmitted all the information necessary for eXo to assess its needs, the difficulties of the project and its cost, and to execute the Professional Services ordered. Any additional costs arising from inaccurate or incomplete information will be charged to the Customer.

The Customer understands and accepts that the implementation of the Professional Services may in any case be hindered or delayed by technical problems that are difficult to anticipate, or constraints that appear as the Professional Services are provided (under the "agile method" applied by eXo), even when the Customer has transmitted all the required information.

In this eventuality, eXo will quantify the cost represented by the difficulties or constraints thus identified, and will transmit to the Customer any element likely to justify it. If the cost is equal to or greater than ten (10) percent of the price of the Professional Service concerned, the Parties will sign an additional Order Form to include this additional cost. Failing this, eXo will be unable to provide the Professional Services concerned, which will be terminated without the Customer being able to claim reimbursement of amounts already paid. In any event, the additional cost will be calculated according to the prices in force on the Agreement concerned at the date of calculation.

Depending on the nature of the Professional Services, the Order Form determines the number of eXo intervention days and the corresponding price, or assesses a lump-sum cost. A deposit of 30% of the Services ordered will be invoiced upon signature of the Order Form. The remainder will be invoiced monthly as and when the Professional Services are used. The days of intervention available to the Customer must be used over a period of three (3) months. They will in any case be invoiced and due at the end of this period. Specific requests for Professional Services from the Customer which are not canceled within seven (7) days may be invoiced. The Order Form specifies the nature of the Professional Services to be provided, the terms and conditions of payment and prepayment, and any other additional information agreed between the Parties.

During the term of the Agreement, requests for Professional Services or training requests from the Customer are addressed to eXo via the Customer Portal.

eXo reserves the right to invoice for any additional Professional Services ordered by the Customer that were not initially included in the Order Form.

2. Intellectual property

When the Customer has subscribed in the Order Form to the realization of specific software developments ("Specific Developments"), subject to full payment by the Customer of the services corresponding to the realization of these Specific Developments as defined in the Order Form, eXo transfers to the Customer all intellectual property rights, in particular representation and communication to the public, reproduction, translation, arrangement, adaptation, and more generally, exploitation, pertaining to these Specific Developments, for the whole world and for the duration of the protection of the rights in force in the territory transferred. For the avoidance of doubt, and unless otherwise stated in the Order Form, it is expressly specified that the services for the production of Specific Developments do not include any maintenance services subsequent to the transfer of intellectual property.

In this respect, when Specific Developments are carried out in order to be integrated into the applications developed for the Customer, eXo expressly and exclusively transfers to the Customer the right to reproduce the Specific Developments or have them reproduced, permanently or temporarily, by any means and in any form and on any media, as well as the right to exploit them for its own needs, and this for the entire world and for the duration of the protection of the rights in force in the transferred territory.

For the avoidance of doubt, the Customer expressly acknowledges that the rights assigned under the preceding paragraph do not in any way include the rights pertaining to the Software and its updates. All intellectual property rights related to improvements and modifications to eXo Software created in connection with the obligations set forth herein are and shall remain the property of eXo.

3. Guarantees applicable to Specific Developments

Where the Customer has subscribed to the production of Specific Developments, eXo undertakes to indemnify and guarantee the Customer against any action brought by a third party relating to the Specific Developments which is based on the infringement of a patent, copyright or any other intellectual property right, provided that (i) eXo has been given the

opportunity to participate in the Customer's defense and in negotiations relating to a possible amicable settlement of the dispute, and provided that (ii) the action brought by the third party has resulted in a final and enforceable court decision or settlement.

Consequently, the Customer undertakes to inform eXo in writing without delay of any action likely to trigger its warranty, in order to enable it to intervene voluntarily before the court seized. In the event that the Specific Development, or its use, is considered to be infringing in whole or in part, eXo may decide at its own discretion and at its own expense (i) to modify the Specific Development so that it is no longer infringing, (ii) or to replace it with a non-infringing development.

These stipulations do not apply and do not create any obligation for eXo when the infringement action results from (i) modifications or transformations of the Specific Developments made by or for the Customer, or which were not made with the written authorization of eXo, (ii) use outside the scope of the License granted, (iii) use of a previous version of the Specific Developments, since superseded, if the infringement could have been avoided by use of a more recent version accessible to the Customer, or (iv) use of the Specific Developments in combination with any other software, hardware solution or product not supplied by eXo.

4. Duration

Professional Services are provided for the duration and according to the schedule defined in the Order Form.

Notwithstanding the provisions of the preceding paragraph, in the event of default by the Customer which is not remedied within thirty (30) days of formal notice to this effect sent by registered letter with acknowledgment of receipt, eXo may terminate the provision of Professional Services, without legal formalities, without prejudice to any damages due.

Appendix 4: Data Protection Agreement

1. Subcontracting and the relationship between the Parties

The term "Personal Data" refers to personal data within the meaning of Article 4 of Regulation (EU) No. 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data ("**GDPR**").

Under the Agreement, the Customer is the "controller" and eXo is the "processor" within the meaning of Article 4 of the GDPR.

Thus, the Customer remains solely responsible for the use he makes of the Software, and for the collection, storage, processing and more generally any use of information, whether personal or not.

2. Description of outsourced processing operations

eXo is authorized to process the Personal Data of the Customer's employees on behalf of the Customer in order to provide the following services:

- Support and maintenance services, in accordance with Appendix 1;
- If applicable, provide the Cloud Platform in accordance with Appendix 2.

The processing carried out by eXo in this context is carried out under the following conditions:

	Collected data	Categories of people concerned	Nature of processing operations
Purpose 1: To resolve technical difficulties encountered by customers and their employees.	Last name, first name, technical data related to the use of the Software	Users	Data access
Purpose 2: to enable use of and access to the Cloud Platform, in particular, to host Personal Data, to set the parameters of the infrastructures required to provide services and to improve the capabilities of the Cloud Platform. Host the Personal Data used by the Customer in connection with the Software.	Name, email address, messages and data exchanged via the Cloud Platform	Users	Data hosting, backup, transmission, eventual access

3. Obligations of the Parties

Personal Data is collected, recorded and stored in compliance with the provisions of Law no. 78-17 of January 6, 1978 relating to data processing, files and freedoms of January 6, 1978 in its current version, as well as with the provisions of the GDPR (the "**Applicable Regulations**").

The Personal Data processed by eXo is kept for the time necessary to provide the Support and Maintenance Services and/or the Cloud Platform.

eXo does not process Personal Data except on documented instruction from the Customer and does not process it for purposes other than those defined by the Customer and indicated in Article 2 of Appendix 4. However, the Customer expressly authorizes eXo to use the Data for statistical purposes relating to the use of the Software as part of its research and development programs. In all cases, use of the Data remains strictly internal to eXo and is made in accordance with the stipulations of the Agreement. At the end of the Subscription, statistical Data or Data used for eXo's R&D purposes are irreversibly anonymized.

eXo shall immediately inform the Customer if it believes that any of its instructions would contravene the GDPR. If eXo is required to transfer Personal Data to a third country or to an international organization, pursuant to the law of the European Union or of the Member State to which it is subject, it must inform the Customer of this legal obligation prior to processing, unless the relevant law prohibits such information for important reasons of public interest.

eXo undertakes to take into account, with respect to its tools, products, applications or services necessary for the execution of the Agreement, the principles of data protection by design and data protection by default, and to assist the Customer in carrying out data protection impact analysis and/or in prior consultation with a supervisory authority, if necessary.

Information on the processing of Personal Data can be obtained by sending an email to the following address: data-privacy@exoplatform.com.

The Customer undertakes to provide eXo with the Personal Data, to ensure that the processing entrusted to eXo has a legal basis, to document in writing the instructions concerning the processing entrusted to eXo and to supervise such processing.

4. Security and confidentiality

eXo takes all reasonable steps to ensure that access to Personal Data is strictly limited to those persons who need access in order to provide support and maintenance services.

In particular, eXo ensures that the persons authorized to process Personal Data for the purposes of Appendix 4 undertake to respect an obligation of confidentiality or are subject to the respect of an appropriate obligation of confidentiality, and receive the necessary training in data protection.

eXo undertakes to ensure that its employees and any of its own subcontractors comply with the Applicable Regulations and are duly trained in their obligations with regard to the processing of Personal Data.

eXo also undertakes to implement sufficient and appropriate technical measures to preserve the integrity and confidentiality of Personal Data and to protect them against accidental or unlawful destruction, loss, alteration, unauthorized dissemination or access and against any other form of unlawful processing, in accordance with Article 32 of the GDPR. These measures must ensure, taking into account the state of the art and the costs associated with their implementation, a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected. eXo undertakes to ensure that only secure means of communication are used to process Personal Data.

5. Documentation and register of subcontracting activities

eXo undertakes to make available to the Customer the documentation necessary to demonstrate compliance with its obligations and to allow audits to be carried out, including inspections by the Customer or another auditor appointed by the Customer, and to contribute to such audits, up to a limit of one audit per year.

eXo maintains a register of subcontracted processing, pursuant to the provisions of Article 30, 2° of the GDPR.

6. Information and exercise of the rights of persons whose Data is collected

It is the Customer's responsibility to provide information on data protection to the persons concerned by the processing entrusted to eXo, at the time the Personal Data is collected.

Insofar as possible, eXo will assist the Customer in fulfilling its obligation to comply with requests from data subjects to exercise their rights: right of access, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

Where applicable, eXo will inform the Customer, without delay, of any request to exercise rights it may have received in connection with the provision of the Services.

These rights can be exercised by sending an email to: data-privacy@exoplatform.com

The Customer remains responsible for responding to requests for access, rectification, deletion and portability transmitted by eXo. In the event of a dispute, the persons concerned may refer the matter to the CNIL or any other competent authority.

7. Notification in the event of a Personal Data breach

In the event of a security incident likely to affect the security of Personal Data, or a breach of Personal Data resulting in unauthorized disclosure, modification or deletion of Personal Data, eXo will inform the Customer of the incident within forty-eight (48) hours of its discovery.

The information is delivered in such a way as to enable the Customer to comply with its obligations to notify its own customers, the CNIL and data subjects, pursuant to the provisions of Article 33 of the GDPR.

In the event of an incident as mentioned in the present article, eXo will do everything in its power to correct the problem at the origin of the incident and will collaborate with the Customer to respond, if necessary, to the requests of its own customers, the CNIL and the persons concerned.

8. Recipients of Personal Data, Subcontracting and Data Transfers outside the European Union

Within eXo, the recipients of Personal Data are people from the technical or sales departments.

On the day the Agreement Order Form is signed, eXo uses several subcontractors, which the Customer accepts. Subsequent subcontractors are identified in the documentation relating to the Services and the Cloud Platform. The subsequent subcontractors are required to comply with the obligations of Appendix 4 on behalf of and according to the instructions of the Customer. eXo will ensure that its subsequent subcontractors present the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.

Data is stored on servers within the European Union for Customers located in the European Union. In the rest of the world, servers may be located outside the European Union, in particular in the United States, with subsequent subcontractors who have contractually undertaken to provide appropriate guarantees within the meaning of Articles 46 et seq. of the GDPR.