

ZEENEA - ORDER

the Party	the "Supplier"	The "Client"
Legal Name	Zeenea S.A.S	[o]
Trade and Companies Register and Number	Paris (France) 831.065.578	[o]
Represented by	Mr. Guillaume Bodet CEO	[o]
Principal contact	Luc Legardeur	[o]
Head Office	156 Boulevard Haussmann 75008 Paris	[o]
Telephone/email	+33620701702, llegardeur@zeenea.com	[o]

This Order (the "**Order**") is between the client shown above (the "**Client**") and Zeenea (the "**Supplier**"). The Order is effective as of **XX/XX/XXXX** (the "**Order Effective Date**"). Client is purchasing a subscription for the Software ("**Subscription**") specified below.

The term of this Subscription will be for the Initial Term as specified below.

Summary of order description, quantity, initial term and Payment Terms		
Description	Quantity	Price
XXX	1	XX.XXXXX
Total Amount		XX.XXXX€
Initial Term: 3 year(s) commencing on the Order Effective Date. Payment Terms: Payment is due by [o] / [o] / 20[o]. All prices are excluding VAT ((Value Added Tax – European Union).		

This Order is governed by Zeenea General Terms and Conditions and its Exhibits. The Client acknowledges the General Terms and Conditions and its Exhibits and agrees it has read, understands and agrees to be bound by the terms and conditions of this Order and the General Terms and Conditions.

Capitalized terms used in this Order shall have the meanings ascribed to them in the General Terms and Conditions, unless otherwise expressly defined or re-defined in this Order.

An electronically signed copy of this Order shall have the same legal effect as an original signed copy of this Order.

As authorized signers for their organizations, the undersigned hereby agree and accept to execute and bind the respective parties in consideration of their mutual obligations to all terms of this Order and the associated General Terms and Conditions.

Signed for and on behalf of the Supplier :

By: Luc Legardeur
Title: VP International Sales
Signature: [o]

Signed for and on behalf of the Client:

By: [o]
Title: [o]
Signature: [o]

ZEENEA – GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms, whether used in the singular or plural form, shall have the meaning provided hereinafter for the purposes of the Agreement:

- **Administrator:** The person as designated by the Client as the preferred contact person for the Supplier with responsibility, in particular, for the management of the list of Users, for providing Users with Login Information and for ensuring that Users respect the User License agreement.
- **Scanner:** refers to the software tool that automatically analyzes the Data on Client's servers and Client's software for referencing purposes.
- **Connector:** refers to a library used by the Scanner to connect to the Client's software. The number of connectors that may be installed and used by the Client is defined in this Agreement.
- **Premium Connector:** The specific connector(s), subject to an optional and paying subscription by the Client, allowing interfacing with other tools used by the Customer, and in particular with his ERP(s).
- **User:** Any individual that is granted access to the Solution.
- **Data Steward:** designates a User with read, write, modify and delete rights to the database used by the Solution.
- **Data Explorer:** designates a User who only has read rights on the database used by the Solution.
- **Agreement:** the Order, the present document "General Terms and Conditions" and all its exhibits
- **Data:** Information owned by the Client stored on the Client's premises and referenced via the Solution provided as part of the Services.
- **Login Information:** Both the "User ID" and "Password" which allow the Administrator and each User to access the Solution and to possess rights of access.
- **Order:** the document by which the Software and Support and, if applicable Services are ordered by Client. The Order and any subsequent Orders by Client shall be governed by the present Agreement.
- **Open Source Software (OSS):** means the independent software distributed with the Software that is licensed under an open source license.
- **Personal Data:** any information relating to an identified or identifiable natural person (a "Data Subject")
- **SaaS:** Software as a Service provided by the Supplier and any of the Supplier's Service Providers, sub-contractors, or other third -party providers
- **Services:** All services provided to the Client and Clients' customers under the Agreement in particular Exhibit 2, including, but not limited to, the User License that enables access to the Solution.
- **Solution:** the Solution provided by the Supplier to the Client including the software as a service ("SaaS"), the Connectors and all mandatory or optional Services as described in the Order and Exhibit 2.
- **Service Providers:** Third party providers chosen and governed by the Supplier.
- **Term:** the duration of the contract.
- **User License:** The license with rights of access and usage agreed between the Supplier and the Client for the Solution.
- **Party:** Either the Client or the Supplier (Zeenea)

2 SCOPE OF THE AGREEMENT

2.1 Scope of Work

The Client hereby engages the Supplier to provide the access to Solution in a software as a service mode as set forth in Exhibit 2 (attached hereto and incorporated herein), in accordance with the terms and conditions in this Agreement.

The SaaS will be provided and hosted by the Supplier or by one of the Service Providers.

The Scanner and the Connectors will be made available to the Client by a download link. Unless the Client entrusts as part of the Services, a specific mission on this point, the Client is solely responsible for the strategy of choice of premises on which it installs the Scanner, for the installation process and for its consequences.

2.2 No partnership

The Parties acknowledge that the Services and the Solution shall be supplied in the context of a business relationship established between independent and autonomous companies. Consequently, no provision in the present Agreement may be interpreted as giving either of the Parties hereto the power to manage the activities of

the other Party or to represent it in dealings with third parties. In particular, the Agreement shall not and does not intend to establish a company in law or in fact, the relationship between the Parties lacking the effect of *affectio societatis* (formal legal partnership).

2.3 Management and supervision

Each Party shall retain the management and supervision of its personnel employed to perform the Agreement.

2.4 Contractual documentation

The terms and conditions set forth herein, and on the attached exhibits and appendices, as modified from time to time, have been read carefully before execution and are specifically made a part of this Agreement. This Agreement, together with each applicable Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes all existing agreements between the Client and the Supplier on the subject matter hereof, whether written or oral, and all such prior agreements are hereby terminated by mutual consent by the Parties. This Agreement and each Order may be amended, modified or supplemented only by written consent by an authorized representative of each Party.

This Agreement consists of the following documents, and in case of conflict between the provisions of such, shall be given precedence in the order listed below:

- Order form
- Main body of this Agreement
- Exhibit 1 – Service Scope and fees
- Exhibit 2 – Service Level Agreement (SLA) - Team Edition

3 EFFECTIVE DATE AND TERM OF THE AGREEMENT

3.1 Duration

Unless otherwise stated in the Order form the initial Term of the Agreement is one (1) year from the date that the Agreement is signed by both Parties (the “Effective Date”) unless the Agreement is terminated in accordance with Article 3.4.

3.2 Renewal

This Agreement shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof.

3.3 Termination of the Agreement

The Agreement will terminate in the event it is not renewed in accordance with Article 3.2 or in the event the Agreement is terminated in accordance with Article 3.4.

3.4 Termination for cause

Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Party if the other Party: (a) is in breach of its essential obligations under this Agreement; and (b) fails to cure the breach within such thirty (30) day period.

3.5 Force Majeure

Neither Party shall be liable for delays and damages caused by an impediment beyond its control. When such a force majeure event prevents a Party from complying with any of its obligations under this Agreement, this Party must notify the other Party immediately thereof. Upon the cessation of the force majeure event the Party must promptly notify the other Party of such cessation and resume performance of the affected obligations.

If a force majeure event prevents a Party from complying with any of its obligations under this Agreement for a period of thirty (30) days from the date of the notification, the other Party is entitled to terminate this Agreement immediately on written notice at no liability to the other Party. If the Supplier is prevented from their performance due to a force majeure event the Supplier shall in any event continue to fulfil its obligations to the extent they are

not prevented by the force majeure event. Supplier shall additionally use its best efforts to mitigate the effects of the force majeure event to Client and its customers.

4 WARRANTY

The Supplier warrants:

- The Client access to the Solution
- Remedying Anomalies as described in Exhibit 3 in a professional manner
- It has sufficient liability insurance and other necessary insurance policies during the Term of the Agreement.

The Client guarantees it will inform the Supplier of the identity of the Administrator in charge of managing rights of access of authorized users of the Solution.

Neither Party shall be liable for or responsible to the other Party for any special, indirect, incidental, consequential, exemplary or punitive damage or loss arising under or in connection with the performance, breach or alleged breach of this Agreement, whether or not such loss or damage was foreseeable at the time of entering into this Agreement, even if such other Party has been advised of the possibility of such damage or loss.

The indemnities given by any Party under this Article will apply solely to the extent that any breach of this Agreement or injury, loss or damage is not caused by the negligence or willful misconduct of the other Party, its Affiliates or their respective subcontractors.

The Supplier's liability for all claims, losses, including loss of Data or damages arising from any event (or series of connected events arising from the same cause), delay, defect or other breach of contract, shall not exceed to the current monthly revenue under this Agreement, excluding Value Added Tax, multiplied by twelve (12).

5 RIGHTS AND INTELLECTUAL PROPERTY

5.1 Intellectual Property of the Solution

The Supplier is the holder of all intellectual property rights with respect to the Solution and/or the holder of all rights of use and/or exploitation attached to third-party software necessary for its functioning.

5.2 Infringement

If the Service or Solution infringe any copyrights or other intellectual property rights of third parties, the Supplier may, at its option: (a) purchase a license to permit the Client to continue using the Solution; (b) modify or replace the relevant software with non-infringing software of substantially equivalent performance within a reasonable period of time; or (c) terminate the affected Solution and provide the Client with appropriate credits or refunds for fees or charges already paid for the Solution that will not be delivered and performed due to such termination.

Consequently, the Client shall prohibit any direct or indirect infringement of the intellectual property rights of the Supplier, in particular:

- Permanent or temporary reproduction of the Solution, in whole or in part, by any means and in any form;
- Any compilation, assembly, disassembly of all or part of the Solution;
- Granting rights of use or other rights to the Solution to third parties, without the prior, express, agreement of the Supplier
- Intervention in the Solution or allowing a third party to intervene in the Solution without the prior, express, written agreement of the Supplier.

5.3 User License for the Solution

The Supplier grants the Client, for the Administrator and Users, a personal, non-exclusive, non-assignable and non-transferable right of use for the Solution for the duration of the Agreement and for the number of Users specified.

5.4 No Transfer

Subject to the User License, the Agreement does not in any way transfer or assign to the Client any intellectual property rights with respect to the Solution which remains, exclusively and entirely, the property of the Supplier.

5.5 Open Source

The Software may contain open source software or similar third-party software ("OSS") licensed under such OSS' own applicable license terms. Any such OSS listed under this Agreement is listed only for your convenience and for information purposes, and, if licensed, is licensed to you only under the terms set forth in the corresponding Open Source License, which you may find on the Internet at the designated URL, or in the header files of such software. Notwithstanding the foregoing, this Agreement shall not prevent or restrict Client from exercising additional or different rights referring to any free, open source code, documentation or materials contained in or provided with the Software in accordance with the applicable free, OSS license for such code, documentation and materials which can be found in the corresponding technical documentation. Supplier is not obligated to provide any maintenance or support for the OSS or any Software that has been modified pursuant to an OSS license.

5.6 Rights to data and information

The Client has rights of ownership and intellectual property rights relating to the Data, registered or managed by the Solution for the Client. The Supplier ensures that all Data is managed in such a way that it cannot be destroyed, corrupted or lost if the Solution is used by the Client in accordance with the provisions of the Agreement. However, the Client is solely responsible to backup, periodically, the Data, according to the state of art and the criticality of the data.

6 SERVICES SPECIFIC PROVISIONS

6.1 Time and Material

The Supplier shall perform the Services with reasonable care and skill and pursuant to Order and Exhibit 2.

Unless specified otherwise in the applicable Order, all Services are performed on a time and materials basis.

Nothing in this Agreement may be construed as an obligation of the Supplier to deliver a certain result.

6.2 Execution

The Client shall timely provide the Supplier with all accesses and clearances and all further assistance the Supplier reasonably needs to properly perform the Services.

If the Client requires any actions and/or information from the Supplier in this respect, the Client shall timely notify the Supplier thereof. The Client shall timely provide its security policy, screening policy and travel policy (if any) and the Supplier shall perform the Services in compliance with such policies (if any).

6.3 Expenses Policy

Unless specified otherwise in the Order, the Client shall reimburse the Supplier's reasonable cost for travel and expenses connected to the performance of the Services insofar as (i) such costs are in compliance with Client's travel policy, and (ii) the Supplier substantiates such cost with receipts.

All cost of living and expenses in compliance with the Client's travel policy which have already been incurred by the Supplier prior to an early termination of the Order by the Client shall be borne by the Client.

7 PAYMENT

The Client shall meet the payment obligations as set out in Exhibit 1.

8 REVERSIBILITY AND EXPIRY OF THE AGREEMENT

Upon expiry of the Term of the Agreement the Supplier may ensure the reversibility of the results of referencing by the Solution to resume administration of the Data or, if agreed to by the Client, to commission a third party to resume the said task.

Reversibility must be requested in writing by the Client, at the latest two (2) months before the expiry of the Agreement. The Supplier shall be entitled to charge the Client for the agreed reversibility in accordance with the following rates:

Consultant/Architect 1000,00 € /day

Reversibility operations shall include the following:

- Return of data used by the Solution resulting from the implementation of the Services. The return shall be done by means of magnetic storage media, optical discs or other means in a format defined by the Parties.
- Provision to the Client of information necessary to implement reversibility.

The Client shall collaborate actively with the Supplier in the reversibility phase. During the reversibility phase, the Supplier must ensure that the Client or another supplier appointed by the Client is given access to the required information.

9 CONFIDENTIALITY AND INFORMATION SECURITY

9.1 Confidential Information

Each Party may be given access to information that relates to, for example, but not limited to the other Party's past, present and future research, development, business activities, clientele, finances, products, services, technical knowledge, concepts, ideas, software, displays, designs, descriptions, procedures, formulas, discoveries, inventions, specifications, drawings, sketches, models, samples, codes and improvements ("**Confidential Information**").

9.2 Confidentiality

Each Party ("**Receiving Party**") shall keep confidential any Confidential Information received from the other Party ("**Disclosing Party**") under or in connection with this Agreement, and shall not, save as specifically permitted below in this Article, divulge the same to any third party without the prior written consent of the Disclosing Party.

The Receiving Party may only use Confidential Information for the purposes of this Agreement. Save as may follow from statutory obligations of confidentiality, the foregoing shall not apply to any information disclosed by the Disclosing Party that is:

1. in the public domain at the time of disclosure or later becomes a part of the public domain through no breach of this Agreement;
2. received by the Receiving Party from a third party which is under no obligation of confidentiality with respect thereto;
3. known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation of confidentiality;
4. independently developed by the Receiving Party;
5. expressly authorized to be disclosed by the Disclosing Party in writing; or
6. required by law or regulations to be disclosed by the Receiving Party or in accordance with the requirement of any regulatory, judicatory or supervisory authority to which the Party is subject to (in which case the Receiving Party shall use reasonable endeavors to notify the Disclosing Party in advance of such disclosure).

9.3 Access to Confidential Information

Access to the Confidential Information shall be restricted to: (i) each Party, its affiliates, pre-approved subcontractors and its personnel (including personnel employed by the Parties, affiliates and pre-approved subcontractors) engaged in a use permitted hereby; (ii) professional advisors of the Party.

Initials – Client

Initials - Supplier

Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the Disclosing Party, unless the Receiving Party is otherwise allowed to retain such Confidential Information.

9.4 Aftereffect

The obligations of Parties as to disclosure, confidentiality and the obligation to return Confidential Information shall come into effect on the effective date of this Agreement and shall continue to be in force during the performance of this Agreement and for five (5) years after the termination of this Agreement.

9.5 Information security & Privacy Policy

The Supplier must comply with Client's information security instructions as communicated in writing by Client to the Supplier.

9.6 GDPR

Each Party shall comply with applicable personal data protection regulation including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data information.

The Supplier is the controller of a processing of personal data which purpose and legal basis is the performance of this agreement.

The Supplier only processes the following personal data:

- Identity, email address and phone number of its administrative, commercial, financial and technical contacts responsible of the performance of this agreement;
- Identity and email address of each User, for managing the list of logins and password

It is explicitly agreed between the Parties that the Client is responsible for the management of the list of Users and Administrators. Consequently, the Client shall inform each User of its rights and duty, concerning personal data, as described in this Article.

The provision of these personal data is a contractual requirement and the Data Subject is obliged to provide the personal data if he wants the Agreement to be performed and, specifically, to be a User.

The recipients of the personal data are limited to the Supplier's departments responsible for the administrative, commercial or technical performance of the Agreement.

No personal data are transferred outside E.U.

The personal data are stored for the duration of the Agreement and, at the end of the Agreement, for the expiry of the limitation period for contractual liability claims (5 years in France at the date of execution of this Agreement).

Taking into account the purposes of the processing, each Data Subject has the right to request from the controller access to and rectification or erasure of personal data or otherwise processed (if the personal data are no longer necessary in relation to the purposes for which they were collected) or restriction of processing and to object to processing as well as the right to data portability. The exercise of these rights may result in the impossibility for the supplier to execute the contract and, in such a case, the supplier may automatically and immediately terminate the contract after notifying the client, at the latest 7 days before the termination of the contract.

Furthermore, and if the Client chose the option to activate certain features, it knows that, for the purpose of the sampling functionality or statistics functionality, some personal data may be processed automatically by the Supplier, with no control of the Supplier on the personal data supplied. In such a case, the Supplier is a data processor according to Regulation (EU) 2016/679 of the European Parliament and of the Council. The rights and duties of the Parties, related to processing of personal data, are specified in the Exhibit 1.

9.7 Disclosure by Supplier

The Supplier may disclose at the Client's request the location of the servers running the SaaS, the name and address of the Service Provider responsible for its operation and any alterations to this setup during the term of this Agreement.

9.8 References

The Supplier is authorized to report its collaboration with the Client, citing its company name, acronym/initials in internal and/or external communications during the term of the Agreement. The Supplier shall inform the Client of the use of its company name, acronym/initials and undertakes to terminate such use upon simple written request of the Client.

9.9 Assignment

The Client shall not assign its rights and obligations under this Agreement, without the prior written consent of the Supplier, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, such consent is not required for an assignment to any Affiliate of the Client that is directly involved in the performance of this Agreement so long as such assignee agrees to be bound by the terms of this Agreement, and the assigning Party can demonstrate that assignee has the financial strength to fulfill the assigning Party's obligations under this Agreement. Any assignment in violation of this Section shall be void and without legal effect.

10 GOVERNING LAW, DISPUTES AND LITIGATION

This Agreement shall be governed by and construed in accordance with French Law. The Parties agree to submit to the exclusive jurisdiction of the Commercial Court of Paris (Tribunal de Commerce de Paris) any dispute which arises out of or under this Agreement. In case of disagreement between Parties on the applicable language, all arbitration, dispute or litigation proceedings shall be conducted in the English language.

EXHIBIT 1 – SERVICE SCOPE AND FEES

1 SERVICE SCOPE

The Client subscribes to Zeenea Team Edition/Enterprise Edition

The subscribed edition includes all the feature of Zeenea Data Catalog, with the following limitations:

XXXX

2 SERVICES FEES

In the context of execution of the initial order, the Supplier will perform the onboarding 3-5 weeks program (3-5 days) onboarding process. Those Services will be performed with respect to the terms of the Agreement. In consideration of performance of set-up and configuration services and initial training, the Supplier will invoice:

	Count	Unit Price	Total
Day of Services	[o]	1.000,00€	€ [o]
onboarding process	1	Free	-
Total			€ [o]

All prices are excluding VAT.

3 SUBSCRIPTION FEES

In consideration of performance of Services by the Supplier, the Supplier will invoice the following initial yearly subscription fees:

	Count	Unit Price	Total
Total			

All prices are excluding VAT.

4 SUBSCRIPTION FEES LADDER

In consideration of changes in the scope of deployment of the Solution by the Client, the Supplier will increase the amount of the yearly subscription fees using the following prices:

	Count	Unit Price
Additional Data Steward		
Additional pack of 50 explorers		

All prices are excluding VAT.

5 PAYMENT AND BILLING

Initial Services will be invoiced upon the Effective Date.

Subscription fees are due in advance annually and will be invoiced upon the Effective Date, and all Renewal Dates.

Any upgrade in the subscription fees will be invoiced the first day of the month following the date of the upgrade. The invoiced amount will be calculated at the *prorata* of the remaining Term at the date of the upgrade.

Unless otherwise stated in the Order form, invoiced fees are due net 30 days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to the Supplier and notifying the Supplier of any changes to such information.

Initials – Client

Initials - Supplier

EXHIBIT 2 – SERVICE LEVEL AGREEMENT (SLA) TEAM EDITION

1 COLLABORATION OF THE PARTIES

The Parties undertake to provide each other with informative updates and to communicate, without further request, details of all events, information, data or documents which are useful for proper performance of the Services or likely to affect the same.

The Supplier undertakes during the performance of the Agreement to use the necessary number of persons with adequate training and skills to perform its duties under the Agreement.

The Supplier or its designated subcontractors shall make available to Client certain Professional Services if and as specified on an Order. Such Professional Services shall be subject to the terms and conditions of this Agreement, including the additional terms set forth on Attachment

2 SYSTEM REQUIREMENTS

ZEENEA's online application can run on any computer with an Internet connection and supports the following browsers:

Google Chrome™, most recent stable version	Google Chrome applies updates automatically; ZEENEA makes every effort to test and support the most recent version. There are no configuration recommendations for Chrome.
Mozilla® Firefox®, most recent stable version	ZEENEA makes every effort to test and support the most recent version of Firefox. . There are no configuration recommendations for Firefox.
Microsoft® Edge®, most recent stable version	If you use Edge®, we recommend using the latest version. Apply all Microsoft software updates.
Apple® Safari® versions 11.x and 12.x on Mac OS X	There are no configuration recommendations for Safari.

Recommendations for all Browsers:

- For all browsers, you must enable JavaScript, cookies, and TLS 1.2.
- ZEENEA recommends a minimum screen resolution of 1440 x 900 for the best possible user experience.

3 MAINTENANCE AND DEVELOPMENT OF THE SOLUTION

ZEENEA will develop the Solution on a regular basis, at no extra cost unless otherwise agreed in writing, in particular, to:

- Adapt, improve or substantially modify existing functionalities;
- Carry out preventive measure updates covering security and performance;

Initials – Client

Initials - Supplier

- Ensure the Solution complies as much as possible with legal provisions and/or regulations that apply to the Solution.

4 QUALITY AND SUPPORT

4.1 Uptime, maintenance and penalties

4.1.1 Uptime

The Solution and the Data shall be available to the Client, at any time, twenty-four hours (24) a day, seven (7) days a week, excluding mutually agreed periods or when a Force Majeure Event occurs.

ZEENEA is committed to achieve a 99% uptime ratio on a one month running period (month-on-month). The uptime ratio is defined as the total uptime above the total time minus scheduled maintenance periods as agreed between the Parties. The uptime ratio is calculated on the Business hours (8:00 a.m. – 6:00 p.m. (GMT+1)).

4.1.2 Maintenance

The maintenance windows for the Solution are:

- After 7 p.m. (GMT+1), for releases and patches
- Between 7 p.m. and 6 a.m. (GMT+1) or week-end for exceptional works on hardware

ZEENEA shall inform the Client in writing of any maintenance operations that may interrupt the Services or use of the Solution outside the maintenance windows at least fourteen (14) calendar days in advance.

4.2 Support

The Support Services will be provided to the CLIENT at no additional charge. CLIENT's internal user may submit a question or error report through a dedicated web-to-case facility or any other online mean provided by ZEENEA. Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number. ZEENEA will promptly respond to each case within one business day and will promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution and the urgency of the error reported. A resolution may consist of a fix, temporary workaround or other permanent solution in ZEENEA's support reasonable determination, provided that the Services and Solution remain compliant with the Agreement.

The CLIENT agrees to cooperate and work closely with ZEENEA's support team to identify and/or reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably.

5 SECURITY

5.1 Authentication

When authentication is not delegated to the Client's identity infrastructure, ZEENEA provides each User in the Client's organization with a unique username and password that must be entered each time a User logs on. ZEENEA issues a session token only to record encrypted authentication information for the duration of a specific session. The session token does not include either the username or password of the user. ZEENEA does not use cookies to store confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

The password policy conforms to the latest best practices and can be provided upon request.

5.2 Data Retention Policy

Upon termination of the Agreement, and after a period of 12 (twelve) months following the end of the reversibility period, ZEENEA will permanently destroy the Client's data, as well as all the backups of those data, and issue a certificate of destruction to the Client.

5.3 Security audits

The Supplier will provide at no cost to the Client, the result of the annual audits to the Client, including but not limited to any improvements, developments and remedies the Supplier will put in place to further improve the Solution in relation to information security

The Client, or whomever it may authorize provided they comply with ISO 27001 or equivalent, shall, for its own account, yearly be entitled to carry out security audits, to verify that the Supplier complies with its obligations under this Agreement. The Supplier shall, upon the request of the Client, support the Client or its representative during the audit. The Supplier shall be entitled to charge the Client a fixed hourly rate for the Security Audits which are as follows:

Security Expert	1200,00 € /day
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5.4 Security Statement

ZEENEA utilizes some of the most advanced technology for Internet security available today When a User access services using industry-standard Secure Socket Layer (SSL) technology, User information is protected using both server authentication and data encryption, ensuring that User data is safe, secure, and available only to registered Users. User data will be completely inaccessible to User competitors. System administrators are named and well-identified members of ZEENEA operations team.

5.5 Privacy Policy

ZEENEA Privacy Policy complies with the Personal Data Act, French CIL regulations and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Information collected:

- registered users must provide basic contact information (full name, email)
- all actions performed by a user on the system are tracked into a dedicated audit trail store
- the Solution does not use beacons or cookies to keep track of the user interactions with ZEENEA other web sites or solutions
- information collected is kept in highly secured stores;

Use of information:

- ZEENEA uses information collected to provide users with the services they request
- ZEENEA might anonymously track the usage paths of the system by users to improve overall user experience
- ZEENEA does not share, sell, rent, or trade personally identifiable information with third parties for any purpose

User Data

- Users of ZEENEA Solutions may electronically submit Personal Data to the Company's Service (« User Data »)
- ZEENEA will not review, share, distribute, or reference any such User Data except as provided in the Solution features, or as may be required by law.

Initials – Client

Initials - Supplier

EXHIBIT 2 – SERVICE LEVEL AGREEMENT (SLA) ENTERPRISE EDITION

1 DEFINITIONS

Capitalized terms, whether used in the singular or plural form, shall have the meaning provided hereinafter for the purposes of the Agreement:

- **Anomaly:** Any malfunction or non-compliance of the Solution with regard to documentation which prevents normal functioning of all or part of the Solution or which produces an incorrect result or erroneous processing where the Solution is used in conformity with its documentation.
- **Blocking Anomaly or A- Error:** An Anomaly which prevents the Client from accessing the Solution.
- **Critical Anomaly:** a Major Anomaly.
- **Major Anomaly or B- Error:** An Anomaly which does not prevent the Client from accessing the Solution but causes repeated failure of core functionality or loss of functionalities which materially restrict the execution of an essential business process and for which there is no workaround solution.
- **Medium Anomaly or C- Error:** An Anomaly which does not prevent the Client from accessing the Solution but prevents the use of or produces an incorrect result or erroneous processing in major functions of the Solution.
- **Minor Anomaly or D- Error:** Any other Anomaly that is not a Blocking or Major or Medium Anomaly.

2 COLLABORATION OF THE PARTIES

The Parties undertake to provide each other with informative updates and to communicate, without further request, details of all events, information, data or documents which are useful for proper performance of the Services or likely to affect the same.

The Supplier undertakes during the performance of the Agreement to use the necessary number of persons with adequate training and skills to perform its duties under the Agreement.

The Supplier or its designated subcontractors shall make available to Client certain Professional Services if and as specified on an Order. Such Professional Services shall be subject to the terms and conditions of this Agreement, including the additional terms set forth on Attachment

3 SYSTEM REQUIREMENTS

ZEENEA's online application can run on any computer with an Internet connection and supports the following browsers:

Google Chrome™, most recent stable version	Google Chrome applies updates automatically; ZEENEA makes every effort to test and support the most recent version. There are no configuration recommendations for Chrome.
Mozilla® Firefox®, most recent stable version	ZEENEA makes every effort to test and support the most recent version of Firefox. . There are no configuration recommendations for Firefox.

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Microsoft® Edge®, most recent stable version	If you use Edge®, we recommend using the latest version. Apply all Microsoft software updates.
Apple® Safari® versions 11.x and 12.x on Mac OS X	There are no configuration recommendations for Safari®.

Recommendations for all Browsers:

- For all browsers, you must enable JavaScript, cookies, and TLS 1.2 at least.
- ZEENEA recommends a minimum screen resolution of 1440x900 for the best possible user experience.

4 MAINTENANCE AND DEVELOPMENT OF THE SOLUTION

ZEENEA will develop the Solution on a regular basis, in particular, to:

- Adapt, improve or substantially modify existing functionalities;
- Carry out preventive measure updates covering security and performance;
- Ensure the Solution complies as much as possible with legal provisions and/or regulations that apply to the Solution.

at no extra cost, unless otherwise agreed in writing.

5 QUALITY AND SUPPORT

5.1 Uptime, maintenance and penalties

5.1.1 Uptime

The Solution and the Data shall be available to the Client, at any time, twenty-four hours (24) a day, seven (7) days a week, excluding mutually agreed periods or when a Force Majeure Event occurs.

ZEENEA is committed to achieve a 99% uptime ratio on a one month running period (month-on-month). The uptime ratio is defined as the total uptime above the total time minus scheduled maintenance periods as agreed between the Parties. The uptime ratio is calculated on the Business hours (8:00 a.m. – 6:00 p.m. (GMT+1)).

5.1.2 Maintenance

The maintenance windows for the Solution are:

- After 7 p.m. (GMT+1), for releases and patches
- Between 7 p.m. and 6 a.m. (GMT+1) or week-end for exceptional works on hardware

ZEENEA shall inform the Client in writing of any maintenance operations that may interrupt the Services or use of the Solution outside the maintenance windows at least fourteen (14) calendar days in advance.

5.2 Support

5.2.1 General

The Support Services will be provided to the CLIENT at no additional charge. CLIENT's internal user may submit a question or error report through a dedicated web-to-case facility provided by ZEENEA. Users will be asked to

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provide their company name and contact information, and each case will be assigned a unique case number. For other than Blocking Anomalies, ZEENEA will promptly respond to each case within one business day and will promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution and the urgency of the Anomaly. A resolution may consist of a fix, temporary workaround or other permanent solution in ZEENEA's support reasonable determination, provided that the Services and Solution remain compliant with the Agreement.

Given the type of Anomaly, ZEENEA is committed to fix or find a workaround within the following Correction Types and Correction Periods:

Anomaly Type	Correction Type	Correction Period
Blocking Anomalies	Restore availability of the Solution to the Client by resolving to the Anomaly or reducing the Anomaly to a lower level	4 working hours
Major Anomalies	Handle the Client's request, take action and resolve or find a workaround to the Anomaly	2 working days
Medium Anomalies	Handle the Client's request, take action and resolve or find a workaround to the Anomaly	2 calendar weeks
Minor Anomalies	Handle the Client's request, take action and resolve or find a workaround to the Anomaly	2 calendar months

Working hours are defined from 8:00 a.m. to 6:00 p.m. (GMT+1).

5.3 Technical Escalation Process

Technical Support Requests are handled through a standard escalation process organized around 4 Support Levels.

The Technical Escalation process follows the following path:

L1 Support: This is the customer support desk handled by the Client teams. It is meant to answer the Client's customers questions and escalate technical issues to L2 Support provided by ZEENEA. Escalation to L2 Support is performed through a ticketing system. Ticket opening is acknowledged by the L2 support team once all relevant information has been provided. A priority level must be set on the ticket to trigger the appropriate processing.

L2 Support: This is the technical support team at ZEENEA. They acknowledge open issues and may adjust priority level. They run expert diagnostics to provide a solution/workaround or escalate the issue to the appropriate L3 support team. They also manage the SLA based on the ticket priority, and provide monthly reports on all open issues, as well as execution for the closing period.

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L3 Support: Can be either the development team or the operations team, depending on the origin of the problem. They provide a fix for the issue, with response times corresponding to the ticket priority. They can also escalate the issue to L4 support.

L4 Support: In some rare cases, the origin of the issue must be handled by an external support team (when the issue relates to a third party component, or infrastructure provider).

Critical and Major Anomalies are automatically escalated to L3 Support within 1 hour after their acknowledgment by L2 Support.

5.4 Management Escalation Process

The Client can trigger a management escalation, if it feels a Critical or Major Anomaly is not being resolved appropriately, or has become more severe and deserves a higher priority.

The primary management escalation path is through the Technical Account Manager, or Project Manager. The Client should inform its Technical Account Manager any time he is unhappy with any aspect of their support experience. The Client should obtain clear answer on any specific issues that are not being handled appropriately.

When management escalation is triggered, the Technical Account Manager must give an answer to the Client within 4 working hours. If the given answer does not meet the Client expectations, an exceptional Steering Committee is organized within 2 working days. At least one Executive of ZEENEA must attend this exceptional Steering Committee.

5.5 Crisis Unit

For Critical and Major Anomalies that are not resolved or worked around within the appropriate delay, a crisis unit is established with senior engineers of all L3 Support teams. The Crisis Unit continues as long as the issue is not resolved, or a satisfactory workaround has been found. At the end of every working day, and as long as it is not dissolved, the Crisis Unit must provide a detailed report on its activities and findings

6 SECURITY

6.1 Authentication

When authentication is not delegated to the Client's identity infrastructure, ZEENEA provides each User in the Client's organization with a unique username and password that must be entered each time a User logs on. ZEENEA issues a session token only to record encrypted authentication information for the duration of a specific session. The session token does not include either the username or password of the user. ZEENEA does not use cookies to store confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

The password policy conforms to the latest best practices and can be provided upon request.

6.2 Data Retention Policy

Upon termination of the Agreement, and after a period of 12 (twelve) months following the end of the reversibility period, ZEENEA will permanently destroy the Client's data, as well as all the backups of those data, and issue a certificate of destruction to the Client.

6.3 Security audits

The Supplier will provide at no cost to the Client, the result of the annual audits to the Client, including but not limited to any improvements, developments and remedies the Supplier will put in place to further improve the Solution in relation to IT Security.

The Client, or whomever it may authorize provided they comply to ISO 27001 or equivalent, shall, for its own account, yearly be entitled to carry out security audits, to verify that the Supplier complies with its obligations under this Agreement. The Supplier shall, upon the request of the Client, support the Client or its representative during the audit. The Supplier shall be entitled to charge the Client a fixed hourly rate for the Security Audits which are as follows:

Security Expert

1200,00 € /day

6.4 Security Statement

ZEENEA utilizes some of the most advanced technology for Internet security available today. When a User access services using industry-standard Secure Socket Layer (SSL) technology, User information is protected using both server authentication and data encryption, ensuring that User data is safe, secure, and available only to registered Users. User data will be completely inaccessible to User competitors. System administrators are named and well-identified members of ZEENEA operations team.

6.5 Privacy Policy

ZEENEA Privacy Policy complies with the Personal Data Act, French CIL regulations and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Information collected:

- registered users must provide basic contact information (full name, email)
- all actions performed by a user on the system are tracked into a dedicated audit trail store
- the Solution does not use beacons or cookies to keep track of the user interactions with ZEENEA other web sites or solutions
- information collected is kept in highly secured stores;

Use of information:

- ZEENEA uses information collected to provide users with the services they request
- ZEENEA might anonymously track the usage paths of the system by users to improve overall user experience
- ZEENEA does not share, sell, rent, or trade personally identifiable information with third parties for any purpose

User Data

- Users of ZEENEA Solutions may electronically submit Personal Data to the Company's Service (« User Data »)
- ZEENEA will not review, share, distribute, or reference any such User Data except as provided in the Solution features, or as may be required by law