Terms of service

Last updated: June 27, 2021
PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE (HEREINAFTER
REFERRED TO AS THE **TOS**) CAREFULLY. THESE TOS GOVERN THE USE OF THE
CARBONE SERVICE BY CUSTOMER AND USER, INCLUDING THE FREE SERVICES
SUBSCRIBED BY USER. YOU AGREE TO THESE TOS WHEN YOU (1) CLICK A
CHECKBOX INDICATING YOUR ACCEPTANCE OR (2) SIGN AN ORDER FORM
REFERENCING THE TOS OR (3) USE THE FREE CARBON SERVICES. IF YOU ARE
ACCEPTING THE TOS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU
MUST ENSURE THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND ITS
AFFILIATES TO THE TOS. YOU MAY NOT USE THE CARBON SERVICES WITHOUT FIRST
AGREEING TO THESE TERMS.

ARTICLE 1: SCOPE AND DEFINITIONS

1.1 SCOPE

The present TOS define contractually the conditions under which the company CARBONEIO
SAS with the capital of 10.000 € registered with the RCS of La ROCHE-SUR-YON under the
n°899 106 785, whose registered office is located 130 La Sauvagère 85710 BELLEVIGNY
(hereafter: CARBONEIO) provides to the Customer the software solution and the services
CARBONE. These TOS are applicable to any order, registration to the Services realized online
on the dedicated Internet Site.

1.2 DEFINITIONS

- **API**: stands for Application Programming Interface. The API designates an IT solution
  whose purpose is to make applications communicate with each other in order to
  exchange data. It is a set of functions that facilitate access to an application's services
  via a programming language. The APIs are the property of CARBONEIO and will allow
  the Customer to generate reports by sending Requests.
- **Anomaly**: means an error, a malfunction, a bug or a non-conformity of the Software to
  its documentation.
- **On-line assistance**: means the assistance service accessible remotely by a means of
  telecommunication allowing the Customer to communicate with CARBONEIO via a
  platform of conversation.
- **Beneficiary(ies)**: designates the personnel of the Customer and/or its subsidiary(ies)
  entitled to access the Service for a professional use.

- **Carbone** or **Software**: means the software as a service and the APIs developed and provided by CARBONEIO, including its online documentation and functionality. Carbone is the property of CARBONEIO.
- **Customer**: means the professional person or physical person co-contracting CARBONEIO which intervenes in direct connection with its professional activity. The definition of Customer refers to the concept of user when the subscription concerns only the Free Services.
- **Customer Data**: refers to information relating to the activity of the Customer which is entered, transmitted and/or processed in the context of the use of the Service.
- **Personal Data**: means any information relating to a natural person and allowing to be identified directly or indirectly by reference to an identification element or a set of elements.
- **Maintenance**: indicates the services including the corrective and/or evolutionary maintenance.
- **Service(s)**: refers to the document generation services offered on the Site and in particular, access to CARBONE, Maintenance. These services can be described in a table or in a list specifying the various functionalities of the Service according to the chosen version. Two versions of the Service are distinguished:
  - The "Free Service" means the subscription service or features that CARBONEIO makes available to the Customer as part of a free trial or for free;
  - The "Paid Service" means the subscription service including all the features of the Service that CARBONEIO makes available to the Customer in return for a payment
- **Reports**: refers to all documents generated by Carbone.
- **Requests**: are requests sent to a web server.
- **Site(s)**: refers to the various CARBONE websites whose infrastructure has been developed by CARBONEIO.

ARTICLE 2: REGISTRATION TO THE SERVICE AND ACCESS MODALITIES

The Service is reserved for legal entities and individuals acting in the context of their professional activity and is not offered to the general public.

The use of the Service is conditional upon prior free registration and full acceptance of these TOS.

In order to use the Service, the Customer must fill out a registration form and provide his email address and define a password. In this regard, the Customer agrees to provide accurate, complete, truthful and precise information.

In case of change of the situation as declared on the day of the creation of the account, the Customer undertakes to update the information on his account. CARBONEIO will not be held responsible if it has not been notified of a change in the situation of the Customer or of erroneous information concerning him.

A Customer who creates an account on the Site designates the administrator of the account who has access to it through a login and a password. This password can be changed by the

Customer in the account interface on the account dashboard. The Customer's account administrator may in turn register selected Beneficiaries of the Service from among his employees.

The login/password combination is strictly personal. It is therefore the Customer's responsibility to ensure the confidentiality and security of this combination allowing access to the Service.

In the event of loss and/or forgetfulness of the password, the Client who holds the account may request that his password be reset from the Site.

In the event of fraudulent use of the identifiers of connection of the Customer because of a fault or negligence ascribable to the Customer, or to one of the Beneficiaries under his control or his hierarchical authority, the Customer will be responsible towards CARBONEIO of any loss or deterioration of data whatever they are, and more generally of any damage undergone because of a use of the service not in conformity with the rules stipulated in the present TOS.

ARTICLE 3: THE SERVICE

The Service (Free and Paid) is a platform that allows to build and generate report templates (e.g. invoices) automatically and in quantity. The Customer can edit his report template with any other tool external to the Service that the Customer may already have and then generate his reports with the Service.

The Customer confirms that it has the necessary technical knowledge to ensure the correct administration of the Service, especially with regard to the handling of its Customer Data.

The Customer is fully responsible for the use of the Service. The responsibility of CARBONEIO cannot be engaged because of a defect of functioning of the Service consecutive to a bad use of the Service by the Customer.

3.1 Free Service

Online Assistance and any other support/maintenance services are not included in the Free Service.

3.1.1 Free Service First Version (upon registration)

Upon registration, the Customer can use the first version of the Free Service which includes:

- The right to use the API;
- The possibility to generate an unlimited amount of Reports in PDF format only;
- A limited number of Queries per second.

As part of the Free Service, CARBONEIO grants the Customer a free, non-exclusive, worldwide license to use the API for the duration of the Services as defined in Article 8.

Reports can be generated 24 hours a day, 7 days a week.

The Reports generated using the Free Service include the "CARBONE" watermark. The Customer is not allowed to remove this watermark under any circumstances. The Service also offers the possibility to organize and manage its portfolio of reports.

3.1.2 Free Service Second Version ("Free plan")

Following registration, after having tested the first version of the Free Service and after having entered a payment method, the Customer can use the second version of the Free Service by selecting "Free" Plan. This second version includes:

- The right to use the API;
- The possibility to generate one hundred (100) Reports only and in all available formats;
- A limited number of Queries per second.

If the user exceeds the limit defined above, CARBONEIO will charge the user the price corresponding to each Report generated beyond 100 Reports and according to the applicable fees.

3.2 Paid Service

3.2.1 Modalities of access to the Paid Service

When the Customer wishes to generate additional Reports (i.e. more than 100 Reports or any other number defined by CARBONEIO), he can either (i) continue to use the second version of the Free Service by paying for each additional Report at the current unit rate, (ii) or use the Paid Service.

The Paid Service is accessible by (i) subscribing to a subscription allowing him to generate a certain number of monthly Reports according to a specific calculation defined in the financial conditions of the Site, or (ii) prepaying a volume of generated Reports whose validity is limited. In order to obtain credits corresponding to these additional Reports which will be invoiced to the Customer by CARBONEIO. For this purpose, the Customer will have to fill in the billing information form.
The Customer's account on the Site will be increased by a number of additional Reports once :

- the information necessary to identify the Customer as a legal entity has been filled in;
- the payment information by credit card validated;
- the payment by credit card validated, corresponding to the number of additional Reports desired, according to the fees mentioned on the Site.

Reports can be generated 24 hours a day, 7 days a week.

3.2.2 Terms of Payment

CARBONEIO uses the service of protected payment provided by the company STRIPE. The confidential data (the number of bank card with 16 digits as well as the expiry date, the code CVV) are directly transmitted encrypted on the server of the bank. CARBONEIO does not have access to the complete data of the bank cards.

The Customer is committed by his order as soon as he clicks on "Pay". The prices including VAT are indicated on the Site. In case of VAT exemption linked to the country of registration of the Customer, the prices excluding taxes are applied and indicated.

The invoice relating to the credits of generation of additional Reports is accessible directly on the Customer account. A receipt will also be sent when the invoice is paid.

3.2.3 License of the Paid Service

Within the scope of the Paid Service, CARBONEIO grants the Customer a license to use the API upon full payment of the corresponding fee for the Paid Service, non-exclusive, for the whole world and for the duration of the validity of the TOS as defined in article 8.

3.2.4 Maintenance

Maintenance is excluded from the Free Service. However, the Customer can share Anomalies that CARBONEIO will be able to treat without obligation of result nor of delay. To do this, the Customer will send the information mentioned in the following link: https://github.com/carboneio/carbone/issues/new/choose

The Paid Service includes the Maintenance of Carbone. Maintenance requests must be sent through the online support system by email to the following address: support@carbone.io.

CARBONEIO can carry out the following services of maintenance of the Software:

- Corrective maintenance: any intervention in order to detect, possibly to bring a solution of workaround and to correct in a final and durable way the Anomalies announced by the Customer.
- Evolutionary maintenance: provision of the Customer, of the versions of the Software, for the modules and functionalities subscribed within the framework of the order when these last are available.

Maintenance is limited to the last three (3) major releases (as defined on semver.org semantic). CARBONEIO has no obligation of Maintenance in case (i) the Anomaly would result from a use of the Customer not in conformity with the documentation and the contract; (ii) the Customer would not send the information requested by CARBONEIO in order to proceed to the Maintenance; (iii) the Customer would not comply with the respect of the communication tools specifically dedicated to the Maintenance and as specified by CARBONEIO.

CARBONEIO is not responsible for any problem arising from the conversion of documents performed by the LibreOffice software.

3.2.5 Response time to requests for assistance

The anomalies transmitted by the Customer will be treated as soon as possible according to their degree of importance, this one being identified by CARBONEIO. The response times are measured from the moment the paying customer submits a support request via the online support system or by email to support@carbone.io. Maintenance is available only during French business days (Monday through Friday from 9:00 am to 6:00 pm, Western European Time, excluding French holidays). The response times below depend on the priority of the item(s)

concerned and the severity of the problem.

Level of importance	Severe*	Medium**	Minor
Response time	within 4 hours	Within 8 hours	Within 2 business days

- *Severe: No rendering can be done in production
- **Medium: Issue on one render in production

3.2.6 Time to fix bugs

CARBONEIO will make every effort to resolve reported problems within a commercially reasonable time. The response times below are given as an indication and do not constitute a contractual commitment.

Level of importance	Severe	Medium	Minor
Resolution time	Within 2 business days	Within 7 business days	Within 3 weeks

3.2.7 Training and assistance to users

As part of the Paid Service, CARBONEIO also offers to the Customers a user support dedicated to the training and the use of the Software, in particular through tutorials and an Online Assistance. This support does not replace the obligations of Maintenance of CARBONEIO described above.

This support is available for (i) a maximum number of persons identified by the Customer and CARBONEIO; (ii) on an annual basis and for a maximum of twelve (12) hours. In the event that the needs of an identified user exceed the 12 hours of support and training, CARBONEIO will contact the Customer and may extend the time allowed. The Customer is responsible for the training of its own customers.

3.2.8 Service Level Agreement ("SLA") - Service Availability

The availability of our Services is calculated based on the cumulative downtime for a given calendar month. CARBONEIO will give the Customer a credit (a "Service Credit") for downtime based on the percentage of availability in a given monthly billing period. Credit amounts are expressed as a percentage of the charge for the relevant service.

Downtime starts from the moment the incident ticket (i.e., the Anomaly) is opened by CARBONEIO. The downtime is considered to be over at the moment the ticket is closed and the Customer is respectively notified.

The following periods are not considered as downtime:

- The time spent by CARBONEIO to resolve Customer reports that do not specify failures.

For the Carbon Render API Service, CARBONEIO guarantees the Customer an availability of 99.999%. The Service Credit is based on the observed availability rate, as defined below.

Availability	Service Credit
99.999% - 99%	5%
98.99% - 97%	15%
Less than 97%	35%

For the Carbone Studio Service, CARBONEIO guarantees the customer an availability of 95.000%. The Service Credit is based on the observed availability rate, as defined below.

Availability	Service Credit
99.5% - 95%	5%
94.99% - 90.0%	10%
Less than 90%	20%

To receive Service Credit under this Agreement, Customer must submit a written request via email to support@carbone.io. The request must include (a) Customer's legal name, (b) Customer's contact name, (c) e-mail address, as well as (e) the date of the suspected discontinuance of Services and (f) a detailed description of the reason for the Service Credit request. CARBONEIO must receive the Service Credit request within 30 days of the suspected Downtime. The suspected downtime must be confirmable by CARBONEIO's measurement tools. Any Service Credit granted will be applied to the next invoice sent to the Customer. The Service Credits are exclusive of any tax charged to the Customer or collected by CARBONEIO.

ARTICLE 4: OWNERSHIP OF CUSTOMER DATA

The Customer remains the exclusive owner of the data contained in the Reports generated by the Service. With the exception of the Customer Data and the Personal Data, the Service and all its contents are the exclusive property of CARBONEIO. CARBONEIO grants to each Customer only a non-exclusive, non-transferable and temporary right to use the Service.

By using the Service, the Customer grants CARBONEIO information in the form of templates.

For the formatting of the Reports which will be generated thanks to the Service, the Customer will be able to use either dummy data or real data. These data will be stored by CARBONEIO on the servers of OVH located exclusively in France and whose infrastructures are the subject of measures guaranteeing an optimal safety. The access to the server(s) is secured by key and is restricted to a limited number of persons (4 administrators). The customer can delete the data once the report template is finalized.

CARBONEIO can at any time temporarily interrupt the hosting service in particular for reasons of interventions or maintenance of the servers and the various installations which take part in their operation, or following circumstances independent of the will of CARBONEIO. CARBONEIO will endeavour to notify the Customer as soon as possible and to make these interruptions as short as possible and the least inconvenient for the Customer.

To generate its Reports, the Customer sends to the Site the data it needs. This data is not stored by CARBONEIO except for the Customer's report template.

The Customer can store this data on the Site in order to get help from the support in case of problems encountered during the generation of the Reports. The Customer is autonomous in deleting the data stored on the Site.

ARTICLE 5: PROTECTION AND CONSERVATION OF PERSONAL DATA

The Customer and CARBONEIO undertake to comply with the General Data Protection Regulation (Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 - RGPD) when processing Personal Data.

DATA PROCESSING BY CARBONEIO FOR CONTRACT MANAGEMENT (CARBONEIO AS CONTROLLER)

CARBONEIO may collect and process Personal Data for the purpose of managing its customers and performing the contract. In this case, CARBONEIO acts in its capacity as controller.

In particular, CARBONEIO uses the Personal Data of the users of the Service (name, first name, e-mail address) to communicate with them in order to create an account necessary for the provision of the Service.

CARBONEIO can also send to the users, on the legal basis of their consents, information on the evolutions and the marketing news of the Service. Recipients of communications sent by CARBONEIO will have the option to opt-out of receiving such information at any time, but may not be fully informed of all features and developments of the Service.

In its capacity as data controller, CARBONEIO informs users that:

- The collection of the Personal Data is limited to the strictly useful data;
- The collected data are not used for other purposes than those for which they were collected;
- The Personal Data could be communicated to third service providers in order to allow the management of the contractual and commercial relation. When these service providers are located outside the European Economic Area, CARBONEIO has signed standard contractual clauses with them according to the model proposed by the European Commission, in order to ensure the adequate protection of the Personal Data transferred. At the date of acceptance of the TOS, these third party service providers use servers located in the United States. They are not authorized to use the Customer's

Personal Data other than for the purposes described above and are required to maintain the confidentiality of the Personal Data.

- This data is kept for the duration of the Customer account. Once the Customer account is terminated, the Customer's Personal Data is automatically deleted from CARBONEIO's active database within (6) six months. Certain documents containing Personal Data of the users may be kept beyond the above mentioned period when back-up measures are required by virtue of a legal obligation (within the maximum limit of the applicable legal prescription period);
- Customer data subjects have the right to access, rectify or delete, and portability of their data, as well as the right to object to the processing.To exercise these rights or for any questions about the processing of data under this scheme, the Customer's data subjects may contact privacy@carbone.io. Finally, any complaint concerning the non-respect of these rights regarding personal data can be addressed to the CNIL.

ARTICLE 6: OBLIGATIONS AND LIABILITY OF CARBONEIO

In no circumstances, CARBONEIO cannot be held responsible for :

- the content of the Customer Data;
- of the total or partial non-observance of an obligation and/or failure of the operators of the networks of transport towards the Internet world and in particular of its access providers.

ARTICLE 7: OBLIGATIONS AND RESPONSIBILITY OF THE CUSTOMER

The Customer is solely responsible for the use of the Service and the content of the Customer Data. CARBONEIO shall not be held responsible for the information contained in the reports generated by the Service.

In all cases, CARBONEIO remains free to terminate the Service in case of violation of the Customer's obligations under these TOS, without prejudice to any other request.

ARTICLE 9: CONSEQUENCES OF THE TERMINATION OF THE CONTRACT

In case of termination of the contract for any reason whatsoever, the Customer will no longer be able to use CARBONE. The accesses of the Customer and his Beneficiaries are closed on the last day of the Services or on the day of the termination of the contract.

The Customer must have, before this deadline, recovered his own report models.

ARTICLE 10 - UPDATE OF THE TOS

The TOS are accessible on the Site and may be updated, modified or completed from time to time. Any modification is published and accessible on the home page of the Site, the date of update being specified on the present document.

In the case where the modifications would relate to substantial clauses of the TOS such as their duration, the characteristics and/or the prices of the good to be delivered or the service to be rendered, CARBONEIO will inform the Customer in writing. The latter will then have to give its consent to the substantial modifications when the offer of services relates to a contract of subscription, in defect of agreement, the Customer will be able to ask for the cancellation of its subscription to the Paying Service. In any case, Customers are advised to refer to the Terms of Use regularly.

Continued access and use of the Services after the publication of changes to the TOS constitutes acceptance of this update, except in the case where the changes made are substantial changes as specified above.

ARTICLE 11 - APPLICABLE LAW AND SETTLEMENT OF THE DISPUTES

In the event of litigation between the Customer and CARBONEIO, or in the event of difficulty of interpretation or execution or in the event of dispute relating to the TOS, this litigation or this difficulty will be subjected (e) to the French right.

In the event of litigation, the parts will be able to subject their disagreement to the commercial court of Paris.

ARTICLE 12 - GENERAL CLAUSES

12.1 FORCE MAJEURE

The responsibility of CARBONEIO could not be sought in the event that it would not be able to carry out its contractual obligations for reasons of absolute necessity, i.e. because of any cause external with the Contract, unforeseeable and irresistible according to the interpretation that the jurisprudence of the French courts gives. 07 85318148

12.2 COMPLETENESS - INVALIDITY - TITLES

If one or more stipulations of the TOS are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will keep all their force and scope. In case of difficulties of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles will be set aside and the content of the clause concerned will prevail. The TOS and their acceptance by the Customer express the entirety of the obligations of the parties.

12.3 TOLERANCE - DURABILITY OF THE AGREEMENT

The fact that one of the parties does not avail itself of a breach by either party of any of the obligations referred to herein shall not be construed as a waiver of the obligation in question for the future. In the event of termination of the Contract for any reason whatsoever, any clause which provides for its survival in the Contract as well as any clause or appendix which by its nature must survive the termination of the Contract shall remain in force.

12.4 USE OF THE NAME AND IMAGE RIGHTS

The Customer expressly agrees that CARBONEIO makes mention of its name and uses its logo in commercial or institutional presentations to the chapter of the customers users of the solution CARBONE. For any other communication, the use of the name and the logo of the Customer will have to be the subject of a preliminary written authorization on behalf of the Customer.

CARBONEIO accepts expressly that the Customer makes mention of its name and uses its logo in commercial presentations, institutional, on its Internet site with the chapter of the partners of the Customer by specifying that CARBONEIO is the supplier of the solution CARBONE. Each party undertakes not to modify the logo of the other party.