

**SUPPORT AND MAINTENANCE AGREEMENT FOR VISUAL PLANNING
SOFTWARE SOLUTION AND ITS ASSOCIATED MODULES**

BETWEEN:

COMPANY NAME

Address: **Address**

Represented by: **Contact Name**

As (position): **Job Title**

Named hereinafter "**Licensee**";

AND:

STILOG IST

Address: 55 avenue des Champs Pierreux
92000 NANTERRE
FRANCE

Represented by: **Christophe Poirmeur**

As: **CEO**

Named hereinafter "**Stilog**".

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Support and Maintenance Agreement (“**Agreement**”) is an addendum to the Visual Planning End User License Agreement (the “**License Agreement**”) between Stillog I.S.T. (“**Stillog**”) and the Licensee identified in the License Key, and forms a part of the License Agreement. This Agreement sets for the terms and conditions governing Stillog’s provision of Support and Maintenance Services for the Software (the “**Services**”) as described in Section 2 below.

By purchasing or using the Services, Licensee acknowledges and reaffirms its agreement to be bound by the License Agreement including the terms of this Agreement. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the License Agreement. In the event of a conflict between the Agreement and the License Agreement for the purposes of the Services, this Agreement shall control.

1. DEFINITIONS.

- 1.1. “**License**” means any Visual Planning license purchased by Licensee.
- 1.2. “**Patch**” means an Error correction.
- 1.3. “**Error**” means a reproducible bug, error, failure, defect, faulty design or delivery, non-compliance with Specifications and/or with applicable regulations and law pertaining to the functional scope and use location of the Software in force at the date of the present Agreement, observed by Licensee in the production environment of the Software and preventing Licensee to use and/or exploit all or a portion of the Software as described in the Visual Planning Documentation. The “**Documentation**” consists of all documentation pages available online at www.visual-planning.com/doc that specifically relate to the Software version used by Licensee. Errors shall be further subdivided by severity levels as follows:
 - a. “**Blocking Error**” means a Software Error that prevents Licensee to use a critical function of the Software or a function with high financial impact, or that adversely affects data integrity; issues directly related to Java shall be specifically excluded from this category.
 - b. “**Major Error**” means a Software Error that prevents Licensee to use a non-critical function of the Software and strongly affects Users’ workflow and processes.
 - c. “**Minor Error**” means a Software Error that prevents Licensee to use a non-critical function of the Software that is also non-essential to Users’ workflow and processes.
- 1.4. “**Update**” means a patch or “build” to be installed on the most current major version of the Software, referenced with a six-digit code in the form YYMMDD. “**Upgrade**” means a new standalone major version of the licensed Software referenced with a two-digit code in the form X.Y.

2. SUPPORT AND MAINTENANCE SERVICES.

- 1.1. **Scope of Support and Maintenance Services.** Stillog will provide the following Services subject to Licensee’s payment of the Support and Maintenance fees indicated on applicable Proposal:
 - a. **Technical Support.** Stillog will provide technical support to Licensee’s technical point of contact (“**TPOC**”) for problems encountered by Licensee while installing or using the Software where there is a reasonable expectation that the problem is caused by the Software. Licensee may submit requests for technical support by: a) submitting a support ticket on the online support site at http://www.visual-planning.com/support_en/web/; b) if documents need to be attached to the request, sending e-mail to support@stillog.com; or c) by calling the Stillog support hotline set forth at +33 1 47 29 29 66. The support hotline is available Monday to Thursday from 9 AM to 1 PM and from 2 PM to 6 PM, French time and on Fridays from 9 AM to 1 PM and from 2 PM to 5 PM, French time, excluding French holidays and weekends. A list of applicable French public holidays for 2014 is provided in Exhibit C. Stillog will acknowledge reception of all tickets submitted and notify Licensee that the ticket is being processed. Stillog will qualify the level of severity of the Error and provide regular updates regarding the status of the Error to Licensee. Licensee may access the online support site at any time to retrieve a history of actions taken by Stillog on Errors Licensee has reported and will receive automated notification whenever an open ticket changes status. Stillog shall resolve reported Errors and provide corrective patches and workarounds according to the following service levels:

Error severity	Response time*	Time for providing a workaround solution**, if such a solution exists (after initial response)	Resolution time** (after initial response)
Blocking Error	2 hours	1 business day	4 business days
Major Error	4 hours	3 business days	10 business days
Minor Error	1 business day	5 business days	30 business days

All delays shall be understood as French business days, Monday through Friday, excluding French public holidays listed in Exhibit B and week-ends.

* The Response time shall be defined as the maximum delay in which Stilog will notify Licensee and start processing the Error, after receiving a detailed description of the Error, including all supporting documents necessary for a thorough analysis of the Error, such as, but not limited to, the vps file, client log files, server log files. Stilog will provide Licensee with a ticket reference number as part of the initial response.

** Delays for providing a workaround solution and a full resolution. Those shall include the duration of the root cause analysis. After the analysis, Stilog will categorize the root cause of the reported Error as “program bug”, “issue on configuration performed by Stilog”, “issue on configuration performed by Licensee”; “issue with Licensee’s infrastructure”. The above stated delays shall only apply to root causes that are of the direct responsibility of Stilog, i.e. “program bug” and “issue on configuration performed by Stilog”. For any other cause, Stilog shall use commercially reasonable efforts to provide Licensee with help and support in resolving the issue. Stilog will determine the level of severity of each Error using all information and documents that have been brought to its attention by Licensee. Stilog’s determination of the Error type and root cause is final. Upon request, Stilog may provide a detailed argumentation for its decision using definitions of Error types and causes described above.

Stilog will provide the Services remotely in English from Stilog’s site unless otherwise agreed in a writing signed by the Parties. Additional fees will apply, including reasonable travel and living expenses, where onsite visits are required.

- a. Updates and Upgrades. Licensee is entitled to receive a copy of all Updates, Upgrades and revised Documentation for the Software licensed when these become generally commercially available during Term of this Agreement. Licensee shall be solely responsible for the installation of Updates and Upgrades. For the avoidance of doubt, Licensee will not be entitled to receive new products, programs, modules or features that Stilog advertises or licenses separately from the licensed Software.
- b. Stilog Knowledge Base. Licensee will be provided with access to the Stilog self-help knowledge base available at <http://www.visual-planning.com/doc>.

1.2. Exclusions from Support and Maintenance Services.

- a. Covered Software Versions. The Services are provided only for versions of the Software that are actively being licensed by Stilog, plus those versions of the Software that have not passed beyond their Support Period as set forth below.
- b. Support Period. Stilog will make technical support available for each version of the Software from the date of its general commercial release until six (6) months after the general commercial release date of the subsequent Upgrade (the “Support Period”). Upon the release of an Upgrade to the Software, Stilog will cease selling licenses to and providing any new Updates for the prior version. If a problem arises with a previous but currently supported version of the Software, Stilog may, at its sole discretion, either: (1) recommend a workaround; (2) issue a patch for the previous version; or (3) recommend that Licensee upgrade to the current version.
- c. Supported Licenses. The Services provided are attached to the Licenses delivered to Licensee and identified in Exhibit A. If Stilog reasonably determine that a reported issue is not related to the said Licenses, Stilog may charge Licensee for any Services rendered for the support request on a time and materials basis at Stilog’s then current standard professional services rates.
- d. Additional Exclusions. The following matters are not covered by the Services. If Stilog reasonably determines that a reported problem is caused by any of the following, Stilog may charge Licensee for any Services rendered

for the support request on a time and materials basis at Stilog's then current standard professional services rates:

- i. Any problem resulting from the misuse, improper use, or damage to the Software;
- ii. Any problem caused by modifications to the Software not made or expressly authorized in writing by Stilog;
- iii. Any problem caused by or resulting from third party software;
- iv. Any problem caused by or resulting from the equipment or hardware used with the Software; and
- v. Any problem relative to a specific configuration of a Visual Planning planner by a Stilog consultant, a third party or the Licensee.

Stilog's Services do not include the installation of Updates or Upgrades, or the recovery of lost data. Notwithstanding the foregoing, Stilog will not charge Licensee for a support request to the extent that Stilog reasonably determines that the problem was caused by a programming error in the Software.

1.3. Licensee Responsibilities. Stilog's performance of the Services depends on Licensee's performance of the following obligations. Stilog will not be responsible for delays in providing the Services caused by Licensee's failure to perform these obligations.

- a. Licensee must install each Update within two (2) months of the date of its general commercial release.
- b. Licensee will designate a TPOC for the purpose of submitting support requests and receiving support under this Agreement.
- c. Licensee will reasonably cooperate with Stilog in its delivery of the Services. Such cooperation includes promptly providing Stilog with:
 - i. all the steps necessary to recreate the reported problem and any other information or documentation that Stilog may reasonably request; and
 - ii. reasonable assistance in re-creating and diagnosing the problem.
- d. Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, Internet connectivity, and other hardware necessary to operate the Software.
- e. Stilog technical support personnel may require remote access to Licensee's systems in order to diagnose and resolve technical support issues. Licensee agrees to provide Stilog with access codes, procedures and permissions to access the Licensee's systems solely for the purpose of Stilog's provision of technical support. Stilog personnel will only access those systems authorized by Licensee.

3. FEES AND TERM. The Services are a separately billable annual subscription service which is payable in advance. The fees for the Service are related to the quantity and type of Licenses purchased by Licensee and will be set forth on the Purchase Order(s). Any License purchased by Licensee that is not identified in Exhibit A will be subject to a separate Support and Maintenance fee. The fees for the first year of the Services (the "**Initial Term**") will be invoiced together with the Software license fee. The Services subscription will automatically renew for additional one (1) year terms (each a "**Term**") at the expiration of the then current Term unless terminated in accordance with Section 4. The fee for each renewal Term will be due and payable no later than the last day of the previous Term. Stilog may raise its fees for the Services at any time by giving Licensee at least thirty (30) days prior written notice. Any fee increases will be effective as of the next renewal Term. If Licensee terminates or otherwise allows the Services to lapse through non-payment, Licensee will be required to pay all Services fees that would have been due for the period of such lapse prior to resuming the Services.

4. CONFIDENTIALITY. For a period of five (5) years after initial disclosure, neither Party will disclose the other Party's Confidential Information without the other Party's prior written consent except in furtherance of this Agreement.

“Confidential Information” means non-public information that is designated as confidential or which a reasonable person knows or should reasonably understand to be confidential. Confidential Information does not include information that a Party can document through competent written evidence:

- is or becomes publicly available without a breach of this Agreement;
- was lawfully known by the other without an obligation to keep it confidential;
- is received from another source who can lawfully disclose it; or
- is independently developed.

Neither Party will disclose the other Party’s Confidential Information except (a) to obtain advice from legal or financial consultants, or (b) if compelled by law, in which case the Party compelled to make the disclosure will use its best efforts to give the other Party notice of the requirement so that the disclosure can be contested. Each Party will take reasonable precautions to safeguard the other’s Confidential Information. Such precautions will be at least as great as the receiving Party takes to protect its own Confidential Information. Each Party will only disclose the other Party’s Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Either Party may provide suggestions, comments or other feedback to the other with respect to the other Party’s products and services. Feedback is voluntary and the Party receiving feedback may use it for any purpose without obligation of any kind except that the Party receiving feedback will not disclose the source of feedback without the consent of the Party providing it.

5. TERMINATION. Either Party may terminate this Agreement for a material breach of its terms by the other Party, provided the breach has not been remedied within thirty (30) days of receipt of a written notice from the non-breaching Party specifying the breach. Licensee may cancel its Services subscription by giving Stilog at least thirty (30) days prior written notice. However, any pre-paid fees will be non-refundable. Stilog may discontinue offering the Services at the end of a Term by giving Licensee thirty (30) days prior written notice. Termination of this Agreement will have no effect on Licensee’s rights under the License Agreement to the version of the Software then in Licensee’s possession. Stilog, at its sole option, may cease providing the Services to Licensee if Licensee fails to pay in full any outstanding and undisputed fees due under this Agreement within thirty (30) days after the date of Stilog’s notice to Licensee of nonpayment. Stilog will re-commence providing the Services upon receipt in full of all such past due amounts.

6. WARRANTY; DISCLAIMERS. Stilog warrants that the Services will be performed in a workmanlike manner in accordance with industry standards. STILOG MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY SERVICES PERFORMED HEREUNDER.

7. LIMITATION OF LIABILITY. THE TOTAL CUMULATIVE LIABILITY OF STILOG TO LICENSEE FOR ANY AND ALL LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO STILOG BY LICENSEE UNDER THIS AGREEMENT FOR THE TWELVE MONTHS IMMEDIATELY PRECEDING SUCH LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY’S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

8. GENERAL

- 8.1. Communications.** All written notices and invoices required to be sent shall be deemed to have been sent when posted by pre-paid post or sent by courier or overnight delivery service to the addresses set forth on the Order Form or to such other address as may be designated by a Party and shall be deemed received within five (5) working days if sent by first class post or within one working day if sent by courier or overnight delivery service.
- 8.2. No Assignment.** This Agreement may not be assigned by Licensee without Stillog's prior written consent, which consent shall not be unreasonably withheld.
- 8.3. Force Majeure.** Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, terrorism, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- 8.4. Entire Agreement.** This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the Software and Documentation. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.
- 8.5. Informal Dispute Resolution.** Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Stillog's account executive, Licensee's equivalent representative and Licensee's Chief Information Officer. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.
- 8.6. Independent Contractors.** Nothing in this Agreement shall be construed to create any agency, employment, joint venture, or franchise relationship between Licensee and Stillog. Stillog shall be an independent contractor of Licensee for the performance under this Agreement.
- 8.7. Exhibits.** Exhibits A through C described below and attached hereto, are incorporated into this Agreement wherever referenced.

Exhibit A Summary of Licenses and Version covered by the Agreement

Exhibit B Data Processing Agreement

Exhibit C List of French public holidays

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first set forth above.

STILOG IST

By: _____

Printed Name: **Christophe Poirmeur** _____Title: **CEO** _____Date: **Effective Date** _____**COMPANY NAME**

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT A: Summary of Licenses and Version covered by the Agreement

Company: Company Name
Contract number: Config Number
Starts on: Contract Start Date Ends on: Contract End Date

Version Name	Serial number:
<input checked="" type="checkbox"/> named modification licenses <input checked="" type="checkbox"/> named read-only licenses <input checked="" type="checkbox"/> floating modification licenses <input checked="" type="checkbox"/> floating read-only licenses <input checked="" type="checkbox"/> VP Portal named licenses <input checked="" type="checkbox"/> VP Portal floating licenses <input checked="" type="checkbox"/> VP Go named licenses <input checked="" type="checkbox"/> VP Go floating licenses <input checked="" type="checkbox"/> iCal URLs	List of applicable serial numbers

EXHIBIT C: Data Processing Agreement

This Data Processing Agreement (“**DPA**”) forms part of the agreement, hereafter referred to as the “**Agreement**”, that is entered into between Stillog IST (“**Stillog**”) and the Licensee, and that defines the terms and conditions applicable to the services performed by Stillog (the “**Services**”). This DPA and the other provision of the Agreement are complementary. Nevertheless, in case of conflict, the DPA shall prevail.

Expressions which begin with an upper-case letter and which are not defined in this DPA shall have the meaning as set out in the Agreement.

The purpose of this DPA, which is entered into between Stillog and the Licensee in accordance with article 28 of 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 (“**General Data Protection Regulation**” or “**GDPR**”), is to define the conditions under which Stillog is entitled, as a Processor and as part of the Services defined in the Agreement, to process under Licensee’s instruction, personal data as defined in the GDPR (“**Personal Data**”). The processing of personal data by Stillog as a data controller is out of the scope of this DPA.

For the purpose of this DPA, Stillog is acting as a “**Processor**” and the Licensee is presumed to act as a “**Controller**”, provided that “**Processor**”, “**Sub-processor**” and “**Controller**” have the meaning defined in the GDPR.

If the Licensee is acting as a processor on behalf of a third-party controller, the Parties expressly agree to the following conditions:

- a. The Licensee shall ensure that (i) all the necessary authorisations to enter into this DPA, including the Licensee’s appointment of Stillog as sub-processor, have been obtained from the Controller, (ii) an agreement, that is fully consistent with the terms and conditions of the Agreement including this DPA, has been entered into with the Controller pursuant to the said article 28 of the GDPR, (iii) any instructions received by Stillog from the Licensee in execution of the Agreement and this DPA are fully consistent with the Controller’s instruction and (iv) all the information communicated or made available by Stillog pursuant to this DPA is appropriately communicated to the Controller as necessary.
- b. Stillog shall (i) process Personal Data only under the Licensee’s instruction and (ii) not receive any instruction directly from the Controller, except in cases where the Licensee has factually disappeared or has ceased to exist in law without any successor entity taking on the rights and obligation of the Licensee.
- c. The Licensee, which is fully responsible to Stillog for the proper execution of the obligations of the Controller as provided under this DPA, shall indemnify and hold Stillog harmless against (i) any failure of the Controller to comply with applicable law, and (ii) any action, claim or complaint from the Controller concerning the provisions of the Agreement (including this DPA) or any instruction received by Stillog from the Licensee.

1. Scope

Stillog is authorised, as a Processor acting under Licensee’s instruction, to process the Controller’s Personal Data to the extent necessary to provide the Services.

The nature of operations carried out by Stillog on Personal Data may be computing, storage and/or any such other Services as described in the Agreement.

The type of Personal Data and the categories of data subjects are determined and controlled by the Licensee, at its sole discretion.

The processing activities are performed by Stillog for the duration provided in the Agreement.

2. Selection of the Services

The Licensee is solely responsible for the selection of the Services. The Licensee shall ensure that the selected Services have the required characteristics and conditions to comply with the Controller's activities and processing purposes, as well as the type of Personal Data to be processed within the Services, including but not limited to when the Services are used for processing Personal Data that is subject to specific regulations or standards (as an example, health or banking data in some countries).

If the Controller's processing is likely to result in high risk to the rights and freedom of natural persons, the Licensee shall select its Services carefully. When assessing the risk, the following criteria shall notably, but not limited to, be taken into account: evaluation or scoring of data subjects; automated-decision making with legal or similar significant effect; systematic monitoring of data subjects ; processing of sensitive data or data of a highly personal nature; processing on a large scale; matching or combining datasets; processing data concerning vulnerable data subjects; using innovative new technologies unrecognised by the public for the processing.

Stilog shall make available information to the Licensee, in the conditions set out below in clause "Audits", concerning the security measures implemented within the scope of the Services, to the extent necessary for assessing the compliance of these measures with the Controller's processing activities.

3. Compliance with Applicable Regulations

Each Party shall comply with the applicable data protection regulations including the General Data Protection Regulation from the date which it enters into force in the European Union.

4. Stilog's obligations

Stilog undertakes to:

- a. process the Personal Data uploaded, stored and used by the Licensee within the Services only as necessary to provide the Services as defined in the Agreement,
- b. neither access nor use the Personal data for any other purpose than as needed to carry out the Services (notably in relation to Incident management purposes),
- c. set up the technical and organisational measures described in the Agreement, to ensure the security of Personal Data within the Service,
- d. ensure that Stilog's employees authorised to process Personal Data under the Agreement are subject to a confidentiality obligation and receive appropriate training concerning the protection of Personal Data,
- e. inform the Licensee, if, in its opinion and given the information at its disposal, a Licensee's instruction infringes the GDPR or other European Union or European Union Member State data protection provisions,
- f. in case of requests received from a competent authority and relating to Personal Data processed hereunder, to inform the Licensee (unless prohibited by the applicable laws or a competent authority's injunction), and to limit the communication of data to what the authority has expressly requested.

At the Licensee's written request, Stilog will provide the Licensee with reasonable assistance in conducting data protection impact assessments and consultation with competent supervisory authority, if the Licensee is required to do so under the applicable data protection law, and in each case solely to the extent that such assistance is necessary and relates to the processing by Stilog of Personal Data hereunder. Such assistance will consist of providing transparency about the security measures implemented by Stilog for its Services.

Stilog undertakes to set up the following technical and organisational security measures:

- a. physical security measures intended to prevent access by unauthorised persons to the Infrastructure where the Licensee's data is stored,
- b. identity and access checks using an authentication system as well as a password policy,
- c. an access management system that limits access to the premises to those persons that need to access them in the course of their duties and within their scope of responsibility,
- d. security personnel responsible for monitoring the physical security of the premises,
- e. a system that physically and/or logically isolates clients from each other,

- f. user and administrator authentication processes, as well as measures to protect access to administration functions,
- g. an access management system for support and maintenance operations that operates on the principles of least privilege and need-to-know,
- h. processes and measures to trace actions performed on its information system, and
- i. operational processes aimed at ensuring that employees who left Stilog's employment no longer have access to Licensee data.

5. Personal Data Breaches

If Stilog becomes aware of an incident impacting the Controller's Personal Data (such as unauthorised access, loss, disclosure or alteration of data), Stilog shall notify the Licensee without undue delay.

The notification shall (i) describe the nature of the incident, (ii) describe the likely consequences of the incident, (iii) describe the measures taken or proposed to be taken by Stilog in response to the incident and (iv) provide Stilog's point of contact.

6. Location and transfer of Personal Data

In cases where the Services allow the Licensee to store content and notably Personal Data, such data are stored in Datacenters located in France. Stilog will not modify, without the Licensee's consent, the location or geographical area of Personal Data.

Those Datacenters are managed by our provider OVH, a Sub-processor as defined in the GDPR.

7. Sub-processing

Stilog uses services rendered by OVH (the "Subprocessor") to process Personal Data as part of the performance of the Services.

The Licensee expressly authorises Stilog to engage OVH as a Sub-processor.

Stilog shall ensure the Sub-processor is, as a minimum, able to meet the obligations undertaken by Stilog in the present DPA regarding the processing of Personal Data carried out by the Sub-processor. Stilog shall remain fully liable to the Licensee for the performance of any such obligation that the Sub-processor fails to fulfil.

Notwithstanding the foregoing, Stilog is expressly authorised to engage third-party providers (such as energy providers, network providers, network interconnection point managers or collocated datacenters, material and software providers, carriers, technical providers, security companies), without having to inform the Controller or obtain its prior approval, provided that such third-party providers do not access Personal Data.

8. Licensee's and Controller's Obligations

For the processing of Personal Data as provided under the Agreement, the Licensee shall provide to Stilog in writing (a) any relevant instruction and (b) any information necessary to the creation of the Processor's records of processing activities. The Licensee remains solely responsible for such processing information and instruction communicated to Stilog.

The Controller is responsible to ensure that:

- a. the processing of Controller's Personal Data as part of the execution of the Service has an appropriate legal basis (e.g., data subject's consent, Controller's consent, legitimate interests, authorisation from the relevant Supervisory Authority, etc.),
- b. any required procedure and formality (such as data protection impact assessment, notification and authorisation request to the competent data privacy authority or other competent body where required) has been performed,
- c. the data subjects are informed of the processing of their Personal Data in a concise, transparent, intelligible and easily accessible form, using clear and plain language as provided under the GDPR,
- d. data subjects are informed of and shall have at all the time the possibility to easily exercise their data rights as provided under the GDPR directly to the Licensee or to the Controller.

The Licensee is responsible for the implementation of the appropriate technical and organisational measures to ensure the security of the resources, systems, applications and operations which are not in the Stillog scope of responsibility as defined in the Agreement (notably any system and software deployed and run by the Licensee or the Users within the Services).

9. Data Subject Rights

The Controller is fully responsible for informing the data subjects of their rights, and to respect such rights, including the rights of access, rectification, deletion, limitation or portability.

Stillog will provide reasonable cooperation and assistance, as may be reasonably required for the purpose of responding to data subjects' requests. Such reasonable cooperation and assistance may consist of (a) communicating to the Licensee any request received directly from the data subject and (b) to enable the Controller to design and deploy the technical and organisational measures necessary to answer to data subjects' requests. The Controller shall be solely responsible for responding to such requests.

The Licensee acknowledges and agrees that in the event such cooperation and assistance require significant resources on the part of the Processor, this effort will be chargeable upon prior notice to, and agreement with the Licensee.

10. Deletion and return of Personal Data

Upon expiry of a Service (notably in case of termination or non-renewal), Stillog undertakes to delete in the conditions provided in the Agreement, all the Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted or otherwise used by the Licensee within the scope of the Services, unless a request issued by a competent legal or judicial authority, or the applicable law of the European Union or of an European Union Member State, requires otherwise.

The Licensee is solely responsible for ensuring that the necessary operations (such as backup, transfer to a third-party solution, Snapshots, etc.) to the preservation of Personal Data are performed, notably before the termination or expiry of the Services, and before proceeding with any delete operations, updates or reinstallation of the Services.

In this respect, the Licensee is informed that the termination and expiry of a Service for any reason whatsoever (including but not limited to the non-renewal), as well as certain operations to update or reinstall the Services, may automatically result in the irreversible deletion of all Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted or otherwise used by the Licensee within the scope of the Services, including any potential backup.

11. Liability

Stillog can only be liable for damages caused by processing for which (i) it has not complied with the obligations of the GDPR specifically related to data processors or (ii) it has acted contrary to lawful written instructions of the Licensee. In such cases, the liability provision of the Agreement shall apply.

Where Stillog and Licensee are involved in a processing under this Agreement that caused damage to data subject, the Licensee shall in a first time take in charge the full indemnification (or any other compensation) which is due to the data subject and, for second time, claim back from Stillog the part of the data subject's compensation corresponding to Stillog's part of responsibility for the damage, provided however that any limitation of liability provided under the Agreement shall apply.

12. Audits

At the Licensee's written request, Stillog shall make available to the Licensee all the information necessary to (a) demonstrate compliance with the requirements of the GDPR and (b) enable audits to be carried out. Such information may include certificates and audit reports.

If the aforesaid information, report and certificate prove to be insufficient to enable the Licensee to demonstrate that it meets the obligations laid down by the GDPR, Stillog and the Licensee will then meet to agree on the operational, security

and financial conditions of a technical onsite inspection. In all circumstances, the conditions of this inspection must not affect the security of others Stilog's clients.

The aforementioned onsite inspection, as well as the communication of certificates and audit reports, may result in reasonable additional invoicing.

Any information that is communicated to the Licensee pursuant to this clause and that is not available on Stilog Website shall be considered as Stilog's confidential information under the Agreement. Before communicating such information, Stilog may require that the Licensee enters a specific non-disclosure agreement.

Notwithstanding the foregoing, the Licensee is authorised to answer to competent supervisory authority requests provided that any disclosure of information is strictly limited to what is requested by the said supervisory authority. In such a case, and unless prohibited by applicable law, the Licensee shall first consult with Stilog regarding any such required disclosure.

SAMPLE

EXHIBIT B: List of French public holidays

List of French public holidays in 2019

Date	Day	Holiday (English)	Holiday (French)
1 January	Tuesday	New Year's Day	Jour de l'An
22 April	Monday	Easter Monday	Lundi de Pâques
1 May	Wednesday	Labour Day	Fête du Travail
8 May	Wednesday	Victory in Europe Day	Fête de la Victoire
30 May	Thursday	Ascension Day	Ascension
9 June	Sunday	Whit Sunday	Pentecôte
10 June	Monday	Whit Monday	Lundi de Pentecôte
14 July	Sunday	National Day	Fête Nationale
15 August	Thursday	Assumption of Mary	Assomption
1 November	Friday	All Saints' Day	Toussaint
11 November	Monday	Armistice Day	Armistice 1918
25 December	Wednesday	Christmas Day	Noël

List of French public holidays in 2020

Date	Day	Holiday (English)	Holiday (French)
1 January	Wednesday	New Year's Day	Jour de l'An
13 April	Monday	Easter Monday	Lundi de Pâques
1 May	Friday	Labour Day	Fête du Travail
8 May	Friday	Victory in Europe Day	Fête de la Victoire
21 May	Thursday	Ascension Day	Ascension
30 May	Sunday	Whit Sunday	Pentecôte
1 June	Monday	Whit Monday	Lundi de Pentecôte
14 July	Tuesday	National Day	Fête Nationale
15 August	Saturday	Assumption of Mary	Assomption
1 November	Sunday	All Saints' Day	Toussaint
11 November	Wednesday	Armistice Day	Armistice 1918
25 December	Friday	Christmas Day	Noël

List of French public holidays in 2021

Date	Day	Holiday (English)	Holiday (French)
1 January	Friday	New Year's Day	Jour de l'An
5 April	Monday	Easter Monday	Lundi de Pâques
1 May	Saturday	Labour Day	Fête du Travail
8 May	Saturday	Victory in Europe Day	Fête de la Victoire
13 May	Thursday	Ascension Day	Ascension
23 May	Sunday	Whit Sunday	Pentecôte
24 May	Monday	Whit Monday	Lundi de Pentecôte
14 July	Wednesday	National Day	Fête Nationale
15 August	Sunday	Assumption of Mary	Assomption
1 November	Monday	All Saints' Day	Toussaint
11 November	Thursday	Armistice Day	Armistice 1918
25 December	Saturday	Christmas Day	Noël