



Terms of Sales and Service

JetPack Data

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12, rue de Normandie, 93100 Montreuil

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1. Object

JetPack Data (hereinafter: “**JetPack Data**”) offers a data collection, processing and classification software, and information, for viewing on dashboards (hereinafter referred to as “**the Tool**”). The Tool is accessible in SaaS mode (Software as a service), via an internet platform available at www.jetpackdata.com (hereinafter referred to as the “**Platform**”). These terms and conditions apply without restriction or reservation any subscription by a customer (hereinafter: the “**Customer**”) of a license use of the Tool (hereinafter referred to as the “**License**”) and the associated services of maintenance, support and hosting of the Tool (hereinafter: “**Services**”). They aim to define the terms and conditions of provision of the Services for the benefit of the Customer. These terms and conditions prevail over all other conditions general or specific not expressly approved by JetPack Data.

2. Subscription to the Services and acceptance of the terms and conditions

2.1 Subscription to the Services

The Services are subscribed in the form of a subscription (hereinafter: “**Subscription**”), in one of the following ways:

- (i) either directly on the Platform, among the proposed formulas
The Customer subscribes to the subscription plan of his choice, by filling out the form provided for this purpose. It must provide all of the information marked as mandatory. Incomplete registration will not be validated.
- (ii) By sending a request for quotation to JetPack Data at hi@jetpackdata.com

Upon receipt of its request, JetPack Data sends the Customer a quote (hereinafter: the “**Quote**”), by any useful means and in particular by email to the address provided by the Customer in his request, accompanied by the terms and conditions. The Customer accepts the Quote by returning the same signed to JetPack Data. Unless otherwise stated, quotes issued by JetPack Data are valid for one month from the date of their issuance. If not validated by the Customer within this period, they will lapse.

It is the Customer's responsibility to select the members of its staff who will have access to the Tool (hereinafter referred to as “**Participants**”), as well as to designate among them an administrator in charge of managing the Participants in the Tool (hereinafter referred to as “**the Administrator**”).

The number of Participants is unlimited in case of Subscription subscribed directly on the Platform. In case of a request for a quote, the Customer must specify the desired number of Participants. Subscription to the Services automatically opens an account in the name of the Client (hereinafter: the “**Account**”), as well as sub-accounts in the name of each Participant, attached to the Account of the Client (hereinafter referred to as “**Participant Accounts**”), from which they can access a personal space allowing them to manage their use of the Tool (hereinafter: “**Personal Space**”). Once the Account and Participant Accounts have been opened, it belongs to the Client to assign to the Administrator and each Participant password and login credentials to the Tool.

2.2 Acceptance of Terms and Conditions

If you subscribe to a Subscription directly on the Platform, acceptance of these general conditions by the Customer is materialized by a checkbox when subscribing to the Subscription. In case of subscription on Quote, the validation of it takes full acceptance of these terms and conditions, in their version in force on the date of the quotation concerned. This acceptance will be treated as a sign of confirmation and will be considered as the official confirmation. Any Acceptance subject to reservation shall be considered null and void. The Customer who does not agree to be bound by these terms and conditions shall not subscribe to the Services.

2.3 Terms of Use of the Platform

The Customer is solely responsible for the registration of Participants on the Platform and veracity of information to be filled in at this end. He undertakes to inform JetPack Data without delay of any change in Administrator and/or Attendees. The Customer is also solely responsible for the maintenance by the Participants the confidentiality of their login and password. He undertakes to ensure that they do not allow any third party to use them on their behalf or on their behalf, except to bear full responsibility for them. It expressly acknowledges that any use of the Tool with a Participant's login credentials will be deemed to have been made by the Participant. In the event that a Participant finds that his Participant

Account is or has been used without his knowledge, the Customer agrees to notify JetPack Data as soon as possible.

3. Description of Services

3.1 Scope of the License to Use the Tool

JetPack Data grants the Customer, for the duration of his Subscription, as provided for in the “**Duration**” article, a non-exclusive, personal and non-transferable license to use the Tool and its technical documentation, in SaaS mode, for the sole purpose of using the Services. The License is granted to the Customer solely for the purpose of using the Tool in accordance with the terms defined herein, for its own purposes and by the Participants alone.

The Customer expressly prohibits any other use of the Tool, including:

- reproduce, arrange, adapt all or part of the Tool;
 - carry out any form of commercial exploitation of the Tool with third parties;
 - assign, provide, lend, lease, sublicense or other rights of use, or more generally communicate to a third party or an affiliate all or part of the Tool;
 - integrate all or part of the Tool into any computer system or other software solution other than those provided for herein;
 - carry out the teletransmission of the Tool, its networking, in particular on the Internet, outside the Platform, or its dissemination in any other form, without prior written permission from JetPack Data.
- The License is granted to the Customer subject to full actual payment of the price, under the conditions set out in the article “**Financial Conditions**”.

3.2 Use and Functionality of the Tool

The Tool may be used for the following purposes:

- (i) sorting, assembling, allocating and compiling data and information previously provided by the Customer (hereinafter referred to as “**Customer Data**”), for viewing on dynamic dashboards (hereinafter referred to as “**Tables**”);
 - (ii) the publication of the Tables in the Client's Personal Area and their sharing with Participants for analysis and decision-making purposes.
- For the purposes of using the Tool, the Customer must first download the Customer Data, in the formats indicated on the Platform.

3.3 Maintenance and Support

3.3.1 Remedial Maintenance

JetPack Data undertakes, during the term of the Subscription, to correct any anomalies found on the Tool, understood as a bug or malfunction of the Tool (hereinafter: “**Anomalies**”), within a limit of 10 (ten) hours per month.

Beyond this envelope, any request for additional intervention for corrective maintenance will be subject to a specific quote by JetPack Data, submitted to the Customer under the conditions referred to in the article “**Subscription to the Services and acceptance of the general conditions**”.

Anomalies fall into three categories:

“**Blocking Anomaly**”: Anomaly rendering the full use of the Tool impossible;

“**Semi-Blocking Anomaly**”: An anomaly that reduces the use of the Tool by preventing the use of certain essential features;

“**Minor Anomaly**” means any Anomaly that places Participants unable to use one or more non-essential features of the Tool.

The Customer may notify JetPack Data of any Anomalies, as soon as possible, by creating an incident ticket in the incident management tool accessible on the Platform or by email at admin@jetpackdata.com, endeavouring to provide the maximum amount of information, in particular the difficulties encountered and circumstances in which they intervened in such a way as to enable JetPack Data to characterize the incident.

JetPack Data will then diagnose the Anomaly, in particular by checking whether it originates from the Tool and, if applicable, by qualifying the Anomaly, within a maximum period of 24 (twenty-four) hours from receipt of the Anomaly notification.

JetPack Data will send the Customer a diagnostic report by email. The date that this email was sent is the diagnostic end date.

If JetPack Data finds that the Anomaly does not originate from the Tool, JetPack Data will immediately inform the Customer. Failing this, it will undertake the necessary means to correct the anomaly within the following deadlines:

- in the event of a minor anomaly: JetPack Data may, at its discretion, return the correction of the anomaly to the date of the next Update, under



the conditions below, or resolve the anomaly within 5 (five) days from the date of completion of diagnosis;

- in case of Semi-Blocking Anomaly: the correction period will be 72 (seventy-two) hours from the date of completion of diagnosis;
- in case of Blocking Anomaly: the correction period will be from 36 (thirty-six) to 48 (forty-eight) hours from the date of completion of diagnosis.

In the event that JetPack Data cannot correct the Blocking Anomaly within this period, it undertakes to put in place a workaround allowing the Customer to use the Tool in accordance with its destination no later than 72 (seventy-two) hours from the date of completion of the diagnosis.

These delays are within the JetPack Data service ranges, which are between 9:00 a.m. and 7:00 p.m. (French time) on working days. A working day means an uninterrupted period of 10 (ten) hours, Monday to Friday, between 9 a.m. and 7 p.m. (French time). Any period commencing within this time slot shall expire at the same time on the last working day of the time slot. JetPack Data undertakes to keep a history of the customer's requests for corrective maintenance, as well as the time to intervene and resolve the reported Anomalies.

3.3.2 Scalable Maintenance

JetPack Data undertakes to provide the Customer, during the term of the Subscription:

- any compilations of minor anomalies corrections, improvements in the functionality of the Tool, related to its ergonomics, speed of execution or efficiency, and/or any revisions aimed at introducing minor extensions of the Tool (hereinafter: "**Updates**"),
- any changes to the Tool and related documentation by adding new features (hereinafter: the "**New Versions**").

The nature and regularity of these Updates and New Versions will be at the discretion of JetPack Data. Updates may be made automatically and without prior notice, which the Customer expressly agrees.

JetPack Data will inform the Customer beforehand, by any useful written means and in particular by email, of any New Version of the Tool at least 15 (fifteen) working days before its installation.

The Customer will have the opportunity to trace to JetPack Data requests for the evolution of the Tool, by any useful written means and in particular by email. JetPack Data is committed to reviewing these requests and providing them with a quote as soon as possible. In the event of the Customer's agreement on this quote, JetPack Data will make its best efforts to develop the Customer's evolution requests, within the deadlines desired by the latter. The Customer expressly acknowledges and agrees that JetPack Data reserves the right to make the New Version thus developed available to all its Customers.

3.3.3 Technical Support

Apart from the Anomalies and for any questions related to the use of the Tool, JetPack Data offers the Customer technical support, consisting of assistance and advice via the instant messaging window accessible on the Platform.

Depending on the need identified, JetPack Data will estimate the time and nature of its response and inform the Customer accordingly.

3.4 Hosting the Tool

JetPack Data undertakes to ensure, at the end of an obligation of means, the hosting of the Tool, Customer Data, in accordance with the practice of the profession and the state of the art, on its own servers or by a professional hosting provider, operating in accordance with the practice of the profession and the state of the art, and on servers located in a territory of the European Union.

JetPack Data undertakes to implement all the technical means, in accordance with the state of the art, necessary to ensure security and access to the Tool, relating to the protection and surveillance of infrastructures, the control of physical and/or intangible access to such infrastructures, as well as the implementation of detection measures, of prevention and recovery to protect servers from malicious acts.

JetPack Data also undertakes to take all necessary precautions, with regard to the nature of the Customer Data and the risks presented by automated data processing implemented for the purposes of the Services, to preserve the security of the Customer Data, and in particular to prevent it from being distorted, damaged or unauthorized third parties. have access.

3.5 Service Level Guarantee

JetPack Data is committed to making its best efforts to ensure the permanence, continuity and quality of access to the Tool, as well as its operation. As such, it will make its best efforts to maintain 24/7 access to the Tool guarantees 99% availability of the Services, except in cases of force majeure.

Given the complexity of the Internet, the inequality of the various subnetworks, the influx of users of the Tool at certain times, the various bottlenecks over which JetPack Data has no control, the responsibility of JetPack Data will be limited to the operation of its servers, whose external limits are made up of through the connection points.

JetPack Data shall not be held responsible for (i) access speeds to its servers, (ii) external slowdowns to its servers, and (iii) poor transmission due to failure or malfunction of these networks.

In case of need, JetPack Data reserves the right to limit or suspend access to the Tool, in order to carry out any scheduled maintenance operation. In this case, JetPack Data undertakes to inform the Customer at least 24 (twenty-four) hours in advance by any useful means and in particular by general informative message on the Platform's home page of these maintenance operations. JetPack Data will make its best efforts to ensure that such maintenance and/or improvement operations do not exceed 8 (eight) hours and take place outside working hours, that is, Monday to Friday, 9:00 a.m. and 7:00 p.m. (French time).

In the event of a hardware and/or software failure of its equipment, JetPack Data undertakes to use all necessary means to restore access to the Tool as soon as possible and at its expense.

The Customer acknowledges and agrees that this Service Level Guarantee does not cover any breakdown or interruption of services caused by telecom operators or internet service providers.

3.6 Other Services

JetPack Data reserves the right to offer any other Service it deems useful, in a form and according to the technical features and means it deems most appropriate for rendering the Services.

4. Duration

There are two types of Subscription:

- a Subscription subscribed for an initial period of one year from the date of its subscription (hereinafter: the "Initial Period"). At the end of the Initial Period, the Subscription is tacitly renewed for successive periods of the same duration (hereinafter referred to as, together with the Initial Period, the "Commitment Subscription Periods"), unless terminated by JetPack Data or by the Customer at the latest 1 (one) month before the end of the Period in question.

- a monthly subscription without obligation. At the end of the first month, the Subscription is tacitly renewed for successive periods of the same duration (hereinafter referred to as, with the first month, the "Non-binding Subscription Periods"), unless denunciation is made by JetPack Data or by the Customer at the latest 10 (ten) days before the end of the Period in question.

Denunciation of the Subscription is done by email, to the address hi@jetpackdata.com.

Any Subscription Period with or without commitment commenced is due in its entirety.

5. Financial conditions

5.1 Price

In return for the grant of the License to use the Tool and the provision of the Services, the Customer agrees to pay JetPack Data the price indicated on the Platform, according to the subscription plan subscribed. Unless otherwise stated, the price is expressed in Euros and excluding taxes.

JetPack Data reserves the right, at its own discretion and on terms and conditions judged by JetPack Data, to offer promotional offers or price reductions.

5.2 Price revision

The above price may be reviewed by JetPack Data at any time and at its discretion. The Customer will be informed of these changes by JetPack Data, by any useful written means and in particular by email, at least 40 (forty) days before the entry into force of the new rates.

Once effective, the new prices will apply when the Subscription is renewed.

The Customer who does not accept the new prices must terminate his Subscription in accordance with the terms set out in the article "Duration". Failure to do so will be deemed to have accepted the new tariff.

5.3 Billing and Payment Methods

Unless specifically agreed between JetPack Data and the Customer:

(i) the price of the Services is the subject of monthly invoices which are communicated to the Customer by any means deemed appropriate by JetPack Data;

(ii) these invoices are payable at 30 (thirty) days end of month.

5.4 Delays and Incidents of Payment

The Customer is informed and expressly agrees that any delay in payment of all or part of a sum due at its due date will automatically result, without prejudice to the provisions of the article "Termination for default" and from the day following the payment date indicated on the invoice:

(i) the forfeiture of the term of all sums due by the Customer and their immediate liability;

(ii) the immediate suspension of the Services until full payment of all sums due by the Customer;

(iii) the invoicing to JetPack Data of late interest at the rate of 7 (seven) times the legal interest rate, based on the amount of all the sums owed by



the Customer, and a lump sum compensation of 40 (forty) euros for recovery costs, without prejudice to additional compensation if the recovery costs are incurred. actually exposed are above that amount.

6. Evidence Agreement

The Customer expressly acknowledges and accepts:

- (i) that the data collected on the Platform and JetPack Data's computer equipment are evidence of the reality of the operations carried out in this context;
- (ii) that these data constitute the principal form of evidence admitted between the parties.

The Customer can access this data in his Personal Area.

7. Obligations and warranties of the Customer

Without prejudice to the other obligations provided herein, the Customer undertakes to comply with the following obligations:

7.1 The Customer undertakes to provide JetPack Data with all documents, elements, data and information necessary for the realization of the Services. The Customer is also expressly informed and agrees that he will only be able to download data in raw format, excluding any editorial, graphic and/or visual content.

More generally, the Customer undertakes to cooperate actively with JetPack Data for the proper execution of these Terms.

7.2 The Customer is solely responsible for the documents, elements, data, information and content provided to JetPack Data, including the Customer Data, in particular for their accuracy, sincerity and completeness. It warrants to JetPack Data that it has the right to provide such documents, elements, data, information and content to JetPack Data and that it has all the rights and permissions necessary to use them in the context of the Services.

7.3 The Customer undertakes, in its use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

It guarantees against any misuse, misuse or unlawful use that Participants may make of the Tool, including violations of applicable laws and regulations. The Customer is thus solely responsible for the implementation of any procedures intended to prevent or repair the commission of such acts.

The Customer is solely responsible for the proper completion of all formalities, including administrative, tax and/or social formalities and all payments of contributions, taxes or taxes of all kinds that are incumbent upon him, if any, in connection with his use of the Services. JetPack Data cannot be held liable in this regard.

7.4 The Customer acknowledges having read on the Platform the features and constraints, including technical ones, of the Tool. It undertakes to inform Participants of the existence of the Tool, as well as to provide them with all relevant information to enable them to use it properly and facilitate their access.

7.5 The Customer undertakes to make strictly personal use of the Services. Accordingly, it shall not assign, grant or transfer all or part of its rights or obligations hereunder to any third party in any manner whatsoever.

7.6 The Customer is solely responsible for its use of the Tool and Services, and in particular: (i) the use of the Tool and Services by the Participants themselves for which it is responsible, and (ii) any relationship that may arise between the Customer, the Participants and third parties, including any disputes or disputes arising from or arising from the use of the Tool and Services. JetPack Data cannot be held liable in this regard.

In particular, the Customer is solely responsible for the accuracy and relevance of the Customer Data it provides to JetPack Data in connection with its use of the Tool.

It is also the Customer's responsibility to alert JetPack Data to any attack, potential threat or attempted intrusion of third parties into their Account or Participant Accounts.

7.7 The Customer is solely responsible for the Customer Data entered and disseminated by him or the Participants in connection with the use of the Tool and Services. It warrants JetPack Data that it has all the rights and permissions necessary to disseminate such Customer Data.

In particular, the Customer shall not disseminate, in this context, harmful data to third party computer systems (such as viruses, worms, Trojans, etc.).

7.8 The Customer is informed and agrees that the use of the Tool and the implementation of the Services require him to have the technical prerequisites indicated on the Platform, in particular that he is connected to the Internet and that the quality of the Services depends directly on that connection, for which he is solely responsible.

7.9 The Customer shall not, on its behalf and on behalf of the Participants, currency, assign, grant or transfer all or part of its rights or obligations hereunder to any third party, including if such third party has a direct or indirect connection with the Customer or any of the Participants, in any way whatsoever.

7.10 Customer warrants JetPack Data against any complaints, claims, actions and/or claims which Customer may suffer as a result of Customer's breach of any of its obligations hereunder. He undertakes to pay JetPack Data all fees, charges

8. JetPack Data's Obligations and Liability

Without prejudice to the other obligations herein, JetPack Data undertakes to comply with the following obligations:

8.1 JetPack Data undertakes to provide the Services diligently and in accordance with the rules of the art, being specified that it imposes an obligation of means on it, excluding any obligation of result, which the Customer expressly acknowledges and accepts.

8.2 JetPack Data undertakes to provide the Customer with competent personnel and to provide him with the advice, warnings and information necessary for the proper execution of these Terms. JetPack Data undertakes in particular to inform the Customer of any foreseeable difficulties, including difficulties in the implementation of the Tool or its proper functioning.

8.3 JetPack Data certifies that it is insured with an insurance company known to be solvent for any liability it may incur hereunder. It undertakes to maintain this policy of insurance throughout the term of these Terms and to justify it to the Customer upon request.

8.4 JetPack Data declares to comply with the applicable tax and social legislation, to be up to date with the payment of social contributions and to be able to provide proof of compliance with the various relevant obligations, at the request of the Customer. JetPack Data undertakes to provide the Customer upon request the following documents:

- (i) an identification card proving registration in the Trade Register or an extract from the entry in the Trade and Companies Register dated less than 3 (three) months (extract K or KBIS), or equivalent for a foreign company,
- (ii) an attestation of the provision of social declarations from the social protection body responsible for collecting contributions and social contributions under JetPack Data,
- (iii) a certificate of honour, according to which JetPack Data certifies that it has filed with the tax administration, on the date of the certificate, all mandatory tax returns, and that the work will be carried out with employees who are regularly employed under the Labour Code.

8.5 The Customer expressly acknowledges and agrees that the content of the Tables is based on the Customer Data it provides. JetPack Data cannot be held responsible for incorrect results or analyses resulting from incorrect formatting or error in Customer Data.

Furthermore, the Customer acknowledges that the analysis and interpretation of Tables obtained through the Tool is his sole responsibility, since the Tool made available to him by JetPack Data constitutes only a medium for visualizing the Customer Data.

8.6 JetPack Data does not guarantee the Customer that the Tool and Services, subject to constant research to improve performance and progress, will be completely free from defects, errors or defects.

8.7 In any event, except for bodily injury or death and except in the event of gross negligence or failure to comply with an essential obligation of these General Terms and Conditions emptying them of their substance, JetPack Data shall not be liable to the Customer for payment of damages, of any nature whatsoever, direct, material, commercial, financial or moral, as a result of Customer's use of the Services, for an amount greater than the amounts invoiced by JetPack Data for this purpose during the 12 (twelve) months preceding the occurrence of the alleged damage. JetPack Data shall be liable only if the Customer has made a complaint, by registered letter with acknowledgement of receipt, within one month of the said occurrence.

9. Confidentiality

Each Party undertakes to keep strictly confidential any documents, elements, data and information of the other Party to which it is intended to be addressed that are expressly identified by the other Party as confidential. All such information is hereinafter referred to as "Confidential Information".

The party receiving Confidential Information undertakes not to disclose it without the prior consent of the other party, for a period of three (3) years from the end of the Subscription. It may only transmit them to employees, collaborators, trainees or advisers if they are bound by the same obligation of confidentiality as is set out herein. This obligation does not extend to documents, elements, data and information:

- (i) of which the receiving party was already aware;
- (ii) already public at the time of their communication or which would become public without violation of these Terms and Conditions;
- (iii) that would have been lawfully received from a third party;
- (iv) the disclosure of which would be required by the judicial authorities, pursuant to laws and regulations or for the purpose of establishing a party's rights under these Terms and Conditions.



10. Intellectual Property

Customer expressly acknowledges and agrees that the Tool, which remains the exclusive property of JetPack Data, and that Customer only has a License to Use the Tool under the conditions set forth herein. Consequently, all disassemblies, decompilations, decryptions, extractions, re-uses, copies and more generally all acts of reproduction, representation, dissemination and use of any of the elements composing the Tool, in whole or in part, without the permission of JetPack Data, are strictly prohibited and may be subject to legal proceedings.

11. Personal data

JetPack Data has a personal data protection policy, the characteristics of which are explained in the document entitled "Charter on the protection of the personal data of Customers", which can be found at the following link: <https://www.jetpackdata.com/confidentiality>, the Customer is expressly invited to take knowledge.

12. Trade references

The Customer expressly authorizes JetPack Data to quote and reproduce its trade name and/or brand and/or logo as commercial references, in particular at events or promotional events, in its commercial or advertising materials and on its website, in any form whatsoever, for a period of 5 (five) years.

13. Termination for default

The Parties expressly declare that in the event of any failure by any Party to fulfil any of its obligations hereunder and which is not remedied within 15 (fifteen) calendar days of receipt of a formal notice, which has not been effective, by registered letter with notice of receipt, the Subscription shall be terminated by without prejudice to any damages that may be claimed from the defaulting party and any penalties that may be owed to it.

14. Effect of Termination of Services

The termination of the Services, for any reason whatsoever, will result in the deletion of the Participating Account and Accounts within 30 (thirty) days of the effective termination date of the Subscription. In the event of termination of the Services, whatever the cause, JetPack Data undertakes to return to the Customer all Customer Data and Content, in a standard format that can be easily readable in an equivalent environment.

15. Modifications

JetPack Data reserves the right to modify these terms and conditions at any time. The Customer will be informed of these changes by any useful means at least 40 (forty) days before their entry into force. The amended terms and conditions will apply from the renewal of the Subscription following their entry into force. If he does not accept the modified terms and conditions, the Customer must unsubscribe from the Services in accordance with the terms set out in the article "Duration".

16. Language

In the event of a translation of these general conditions into one or more languages, the language of interpretation will be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

17. Applicable law and jurisdiction

These terms and conditions are subject to French law. They shall be governed and interpreted according to this law. Any dispute that may arise in connection with their validity, interpretation or execution shall be subject to the exclusive jurisdiction of the courts of Paris, unless otherwise required by mandatory procedure.