



## General Terms of Use for the STid Mobile ID® Online Platform

User represents and warrants that, during the pre-contractual stage, it was provided with all information necessary and appropriate to make an informed commitment and to have asked STid for any information likely to affect its consent.

User has taken cognizance of the documents on the Platform and ensured that the Platform and Services met its needs.

**User represents that it has taken cognizance of and accepted these General Terms of Use by clicking the corresponding box when opening its Account.**

These Terms of Use may be amended. In the event of an amendment to these Terms of Use, User will be notified of the applicable version and prompted to accept the amended Terms of Use, in which case User will be unable to access the Platform until it does so.

### ARTICLE 1 - Definitions

The following terms used in the Terms of Use and on the Platform have the following meanings.

#### **ASP:**

Means the remote access mode via the Internet or on a local network with the features of the platform. The application may be chosen by the user or hosted on the STid server and accessed by a connection to this server or hosted on the user's server.

#### **Virtual User Badge:**

Means the digitization of your access control badges within the mobile STid Mobile ID application. Your virtual badge allows one or more identification modes in proximity or remotely to complement or replace your RFID access badge. It communicates with the Architect Blue® range of access control readers.

#### **Virtual Configuration Badge (Virtual SCB):**

Means the digitization of your configuration badges within the mobile STid settings application. Your virtual badge has a configuration for allowing for setting the parameters of your STid Architect® Blue access control drives. STid offers several types of badges, refer to Schedule I, Description of the platform, for more details.

#### **Account (or sub-account):**

Means the access and the private space of the platform.

#### **Configurer(s) Virtual Badge:**

Physical persons for whom a Configurer Virtual Badge has been sent, by an end customer. They are attached to a Customer Site on an End Customer Account.

**Credit:**

means the unit of evaluation, useful for the creation of virtual user badges.

**Data:**

Means the data set for configuring and using user-transmitted virtual accounts and badges on the platform for processing as part of the services defined below

**Personal Data:**

Means the Data that, within the meaning of the Data Protection Act of 6 January 1978 (as amended by the Decree of 4 November 1991 and the Act of 6 August 2004 transposing Directive 95/46/EC) make it possible to designate or identify, directly or indirectly, a natural person as well as those covered by the General Data Protection Regulation (GDPR).

**Sensitive Data:**

Means the Personal Data that, at User's discretion, are identified and notified to STid as being of particular importance to User and which therefore require special treatment to protect the content and ensure the data's availability and security, or data defined as sensitive by the legislative and regulatory provisions to which User is subject and which require special treatment.

**Parties:**

Means the User and STid, which are collectively referred to as the "Parties" and individually as a "Party".

**Platform:**

Means the STid Mobile ID® Online Platform, a software platform developed by STid to access standard computer programs, the list and characteristics of which, as well as the brands and/or commercial names under which they are marketed, are described in Schedule 1 (DESCRIPTION OF THE PLATFORM).

The platform also allows users to:

- Ensure the dynamic and remote management of virtual user badges.
- Ensure the dynamic management of Virtual Configuration Badges for the full range of STid Architect® Blue readers remotely.

**Services:**

Means the services rendered by STid as part of the use of the Platform in ASP mode.

**General Data Protection Regulation (GDPR):**

Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018. The Regulation is available at the following link: <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&from=EN>

**Internet Network:**

Means an open and informal telecommunications network, consisting of the international interconnection of multiple computer networks, each owned by public or private persons. Its operation is based on the cooperation of the operators of various interconnected networks, which however have no obligation regarding supply or quality of supply between operators. Networks may have unequal transmission capabilities and own-use policies, all of which may affect the speed of transmission and the quality of data received, so that no one entity can guarantee the proper functioning of the Internet as a whole.

**SLA:**

Means the Service Level Agreement commitment offered by STid as part of the Services listed in the Schedule to the SLA. See Schedule V (Service Level Agreement) for more information.

**STid:**

Means the SAS (simplified joint-stock company) with capital of €1,300,000, registered in the Trade and Companies Register of Marseille under number 408 472 751, with registered office at 20 PA des Pradeaux, 13850 GREASQUE FRANCE

**User(s):**

Means any natural or legal person who uses the services of the Platform accessible at the address <https://stidmobile-id.com/> or <https://secure.stidmobile-id.com/> in the case of hosting by STid and after having opened an online account. In the case of hosting with the user, this address will be determined by the User's IT services.

The different categories of Users are:

- “Reseller(s) means STid’s direct customers;
- “Sub-reseller(s)” means the Resellers’ customers;
- “End Customer(s)” may be STid’s, Resellers’ or Sub-Resellers’ customers. End Customers may be composed of several websites (hereinafter, the “Customer Websites”). End Customers may not create Reseller or Sub-reseller Accounts.

Under these Terms of Sale, there is no contractual relationship between STid and “Sub-resellers” or “End Customers” linked to Reseller and Sub-reseller Accounts or the Virtual Badge Users defined below.

**User(s) Virtual Badge:**

Physical persons to whom a Usual Virtual Configuration badge has been created by an end customer. They are attached to a Customer Site on an End Customer Account.

**Web Services :**

STid provides online platform management services consisting of web interface technology allowing the communication and exchange of data between applications and heterogeneous systems in distributed environments.

## ARTICLE 2 - Contract Documents

The Contract Documents are in descending order of priority:

- These Terms of Use and Schedules I to VIII of the Terms of Use;
- The General Terms of Sale in effect on the Platform;
- The Contract entered into between STid and JAGUAR NETWORK SAS

Any conflict between one or more provisions appearing in one of the above documents shall be resolved in favour of the provision(s) set forth in the prevailing document.

## ARTICLE 3 - Purpose

The purpose of the Terms of Use is to define the conditions under which STid provides User a personal and non-exclusive right to access the Platform in ASP mode and the Services rendered in this regard.

## ARTICLE 4 - Services

STid provides User with the Platform functionalities over the Internet.

User can choose between hosting data on a server belonging to STid and housed in France or on a server belonging to and housed with User (hereinafter, the "User's Server").

- **Data hosted on STid's Server**

STid provides User with the Platform functionalities through access to its server over the Internet. This provision is made by remote access to allow the Platform on STid's Server to process Data transmitted by User.

STid implements all means necessary to ensure the hosting of Data and the maintenance and security of the Platform.

STid implements all means necessary to backup the Data.

The STid server is housed in France.

The Services are rendered pursuant to the conditions laid down in the SLA (see Schedule V for more information).

STid reserves the right to modify the Platform.

- **Data hosted on User's Server**

User ensures the hosting, storage, availability and backup of the Data. User is responsible for the implementation, operation and security of the Platform Data. User must provide Customer Support for the Platform.

The description of the Services provided to User under these Terms of Use is set out in Schedule IV (DESCRIPTION OF SERVICES).

Any actions required as a result of a non-compliant or unauthorized use of the Platform or Services by User or following a malfunction of any of the elements of its configuration will be subject to additional charges.



The terms and conditions governing updates to and changes of the Platform will be determined by the Parties in a maintenance contract.

## **ARTICLE 5 – Provision of the Platform and Contract Documents**

- **Data hosted on STid’s Server**

Because the Platform is housed on STid’s Server, software supports for the Platform are not delivered but made available by connecting to STid’s Server and creating a username and password.

Thorough information on the use of the Platform, its functionalities and how to access it are available at: <https://stid-security.com/fr/outils-support>

- **Data hosted on User’s Server**

Because the Platform is housed on User’s Server, software supports and information for the Platform are delivered by STid. As part of an installation and maintenance contract entered into between the Parties, STid will launch the Platform. Licences and associated costs for operating systems, databases, Web servers and security layers (including SSL security certificates) are the responsibility and liability of User.

### **Provision of Web Services**

STid agrees to provide User with Web Services and thorough and detailed documents on the mechanisms involved. User agrees to use the Web Services in accordance with the documents provided by STid.

The implementation of Web Services involving development phases are at User’s sole expense and responsibility.

## **ARTICLE 6 - Identification**

User will create its own username and password required to access the Platform.

These identifiers are unique, personal and strictly confidential.

User agrees to keep these identifiers confidential. STid will never have access to Users’ passwords.

User is solely responsible for the use of its identifiers.

Any and all use of these identifiers on the Platform is irrebuttably presumed to be used by User, which User expressly accepts.

User agrees to immediately notify its reseller of any theft or breach of the confidentiality of these identifiers.

## **ARTICLE 7 – Stid’s Obligations**

- **Data hosted on STid’s server**

STid agrees to implement the appropriate human and material resources to render the Services in accordance with the commitments entered into in the SLA.



STid is solely responsible for the maintenance and upgrading of the Platform, and the Platform may be unavailable while STid carries out maintenance and upgrade operations. STid endeavours to carry out these operations without preventing or hindering access to the Platform.

STid agrees to effect regular data backups and to store full-system backups pursuant to the conditions set out in the SLA.

STid agrees to maintain the integrity and confidentiality of the data communicated by User, both during the data's transmission and hosting.

- **Data hosted on User's Server**

STid agrees to provide software and document support as defined at Article 5.

Where a maintenance contract has not been entered into, User is solely liable for the installation, use of the Platform and for services as described in Schedule IV (DESCRIPTION OF SERVICES) particularly as regards backup, archiving, etc.

## **ARTICLE 8 – User's Obligations**

User agrees to comply with the terms of use of the Platform, as indicated in the Documents, as well as any instructions given by STid.

In particular, User agrees to enter and transmit Data entry in strict compliance with the formats, modalities and transmission frequencies provided.

User is responsible for ensuring the accuracy and completeness of the data transmitted.

User agrees to permit access to the Platform by authorized staff members only. User agrees to maintain the confidentiality of its usernames and passwords.

User is further responsible for:

- ensuring the suitability of the Platform to its needs, particularly as regards its documents;
- having the appropriate configuration, particularly with regard to hardware, software, networks, terminals, connections, cabling, in accordance with Schedule (CONFIGURATION).

User's use of the Platform must not contravene applicable national or international laws, regulations, usage charters or codes of ethics. Any content aimed at inciting the commission of a criminal or other offence, inciting racial hatred or suicide, denying crimes against humanity, promoting child pornography or violating human dignity is strictly prohibited.

User's conduct and the information it processes must not infringe the rights of third parties, in particular by: the dissemination of material protected by intellectual, literary, artistic or industrial property rights; or through the dissemination of information, images or sounds relating to press offences such as defamation, insult or that may be characterized as denigration or invasion of privacy, public policy and good morals.

User acknowledges that it is solely responsible for the data it processes and stores on the Platform. Accordingly, User agrees to indemnify and hold STid harmless against any third-party action, including legal costs and counsel, bailiff and expert fees. User agrees to indemnify and hold STid harmless against any harmful consequences directly or indirectly related to User's use of the Platform.

User is aware of the limitations and restrictions inherent in the Internet and recognizes that it is impossible to guarantee total security when transferring data.

## **ARTICLE 9 – Agreement on Evidence**

By mutual agreement of the Parties, STid’s computer records constitute proof of the transmissions and processing carried out. STid is required to maintain these records under conditions that guarantee the security and integrity of the data.

STid stores and archives all items related to the use of the Account. STid may use, particularly for evidentiary purposes, any act, file, recording, tracking report, statistics on any medium, including the computer medium established, which is prepared or kept by STid. These requirements of proof constitute a rebuttable presumption, which can only be rebutted by evidence that STid’s recording and storing means actually failed.

## **ARTICLE 10 – Intellectual Property**

### **10-1 – Ownership of the Platform**

STid holds intellectual property rights to the Platform. The Terms of Use do not transfer any intellectual property rights to User.

User is granted a personal, non-exclusive, non-assignable right to use the Platform’s functionalities for the duration of the contract, through the remote access between User’s server and STid’s server.

- **Data hosted on STid’s server**

User is strictly prohibited from:

- reproducing the Platform or its documents, or altering or obscuring in any way any trademarks, distinctive signs, copyright notices on the Platform;
- interfering with the Platform in whatsoever way and for whatsoever purpose, including to correct errors, since maintenance and upgrades are performed by STid;
- modifying or attempting to circumvent any security measure on the Platform.

- **Data hosted on User’s Server**

User is expressly authorized to reproduce the Platform in one (1) copy on User’s Server.

User is strictly prohibited from:

- reproducing the Platform or its documents, or altering or obscuring in any way any trademarks, distinctive signs, copyright notices on the Platform;
- interfering with the Platform in whatsoever way and for whatsoever purpose, including to correct errors, since maintenance and upgrades are performed by STid;
- modifying or attempting to circumvent any security measure on the Platform.

## **10-2 – Reseller or Sub-reseller Account**

The Reseller Account Owner is authorized to grant sub-licences for the use of the platform to its direct customers, i.e. Sub-resellers and/or End Customers.

The Sub-reseller Account Owner is authorized to grant sub-licences for the use of the platform to its direct customers, i.e. End Customers.

Reseller and Sub-reseller Users must accept the Terms of Use and may not be granted rights greater than those resulting from these Terms of Use. End Customers are not authorized to grant rights to third parties and must accept these Terms of Use.

## **10-3 . Data Ownership**

User owns all Data and information transmitted to and processed by the Platform, whether hosted on User's Server or STid's Server.

## **ARTICLE 11 – Access and Telecommunications**

User assumes personal responsibility for the acquisition, installation, maintenance and connection, at its own expense, of the various configuration elements and the telecommunications means necessary to access the Platform.

User further assumes personal responsibility to purchase telecommunications plans required to access STid's server.

## **ARTICLE 12 – Confidentiality of Data**

STid agrees to implement appropriate technical measures to ensure the security of the Data.

STid may not disclose the Data to a third party or use the Data for purposes not provided for in the Terms of Use.

## **ARTICLE 13 – Data Protection**

User is solely responsible for the content and integrity of the Data transmitted on the Platform. STid does not verify the content of the data stored and is not liable for the unlawful or illicit nature of such content, which User expressly accepts.

As part of their contractual relationship, the Parties agree to comply with the regulations in force applicable to the processing of personal data, including in particular the General Data Protection Regulation and the provisions of SCHEDULE VII and SCHEDULE VIII.

As such, where STid is required to process User's personal data (within the meaning of applicable law) as part of the performance of its Services defined in the Contract, STid agrees:

- to comply with laws and regulations applicable to the protection of personal data, that is, 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 (GDPR);

- to process such data only if required for the fulfilment of the purposes listed below and as authorized or required by law;
- to keep personal data strictly confidential;
- to take the appropriate organizational, physical and technical security measures to protect personal data;
- not to transfer personal data outside the territory of the European Union without the prior consent of the customer and in a secure framework in accordance with the requirements of the applicable legislation, that is to say, either to countries with a level of protection considered “adequate” within the meaning of the European data protection authorities (CNIL) or to entities (affiliated companies, subcontractors) having signed standard contractual clauses as laid down by the European authorities.

#### **ARTICLE 14 - Cryptography**

Where cryptography is used to secure the transmission of Data, the responsible party will make the necessary declarations or requests for authorizations in accordance with the legislation in force.

#### **ARTICLE 15 – Financial Conditions**

The access to the Online Platform is free of charge. However, the User shall have tokens on his account to be able to create Virtual User Badges. The recharge of the token account is done by contracting to one of the two different offers or by combining the two different offers:

- Liberty offer: “pay-as-you-go” offer
- Serenity offer: subscription-based offer

The tokens are debited when creating Virtual User Badges.

These offers hereinbefore are subject to STid’s Terms of Sale.

15.1 Liberty offer requires the User to issue a purchase order to STid or its Reseller using the tools provided for this purpose.

15.2 Serenity offer must be acquired to STid directly;

The User must opt for the number of tokens he needs among the proposed following packs:

- Pack 1: 25000 tokens
- Pack 2: 50000 tokens
- Pack 3: 125000 tokens
- Pack 4: 250000 tokens



These packs can be paid according to the following payment plans:

- 6 months
- 12 months
- 24 months

The User must issue a purchase order directly to STid by using the tools provided for this purpose, by indicating the payment plan and the selected option.

At reception of the purchase order, the User's account is credited with the number of tokens according to the selected option.

The total due amount of the selected payment plan is billed on a monthly basis for the provided service. The invoices are sent to the User in a dematerialized format (email) and available on the User's account in the dedicated section. The invoices can be mailed in regular paper format, instead of digital one after a simple request to STid.

Any delay or payment issue leads to a deactivation of the User's account by STid administrator as well as the eligibility of the entire due amount of the subscribed payment plan and penalties as stipulated in the STid's Terms of Sale.

## **ARTICLE 16 - Liability**

**16.1** STid may not be held liable for connection issues due to internet disruptions or any financial loss or injury to reputation, or special, direct, indirect, consequential or incidental damages resulting from or related to use of the Platform.

Pursuant to the Confidence in Digital Economy Act (Loi de Confiance dans l'Economie Numérique) 2004-575 of 21 June 2004, STid may not be held liable for the content transmitted or stored on the internet if and where it had no knowledge of the unlawfulness of the Data or if it promptly removed the Data or rendered access to the Data impossible, in accordance with Customer's demand, if any. Accordingly, Customer agrees to indemnify and hold STid harmless against any third-party action for Data that transits through the Platform or Customer's actions on the internet.

Customer acknowledges that STid has no control over the transfer of Data on public telecommunications networks used by Customer to access JN Services, including in particular the internet.

Customer acknowledges and accepts that, given the nature of the internet, STid is not responsible for:

- The confidentiality of Data when transferred over the internet. Under this clause, the term "Data" includes Sensitive Data and Personal Data;
- The content of Data stored on the Platform, the exploitation and updating of Data as well as any file including address files but also sound, text, image, form elements and any data accessible on servers;
- The hijacking of passwords, confidential access codes to the Extranet, and more generally any sensitive Customer information, as these are the responsibility of Customer;
- Indirect damages, i.e. those damages that do not directly and exclusively result from the partial or total failure of the Platform, such as commercial injury, loss of orders, damage to the brand's

image, any commercial disruption, loss of profits or customers for which Customer is deemed to be its own insurer or against which Customer must purchase insurance. Any third-party action instituted against Customer constitutes indirect damage and therefore does not give rise to the right to compensation.

Moreover, STid cannot be held liable for:

- An interruption in the supply of electricity or transmission lines due to public or private operators;
- Failure of the Platform related to an equipment defect on Customer's equipment for which Customer is responsible;
- Collection, dissemination, transmission, exploitation or updating on the internet of Data not declared by Customer and/or for which the processing by Customer is non-compliant with the provisions of the GDPR and/or Data Protection Act 78-17 of 6 January 1978;
- Content and integrity of the Data, in particular the Sensitive Data of the Customer transiting through the Platform;
- Use of the Platform in a manner not provided for and/or not expressly authorized by the Framework Agreement and its schedules;
- Modification, in whole or in part, of Hardware or information accessible through the Platform that is not carried out by STid;
- Use of the Platform, in whole or in part, subsequent to STid's recommendation to suspend use as a result of a difficulty or for any other reason;
- Use of the Platform in an environment or configuration that does not comply with STid's instructions, or in connection with third-party programs or data not expressly endorsed by STid;
- Loss of Customer Data following an operation by STid where Customer does not take the precaution to backup its Data prior to this operation even though STid requested it to do so, except where Customer purchased data backup from STid;
- The occurrence of any damage resulting from Customer's fault or negligence, or which Customer could have avoided by asking STid for advice;
- Use, in connection with the Platform, of programs not provided or endorsed by STid and likely to affect the Platform or Customer's Data;
- Partial or total destruction of the Data transmitted or stored as a result of errors directly or indirectly attributable to Customer unless Customer has purchased data backup from STid.
- Non-compliance by Customer of prerequisites and more generally its obligations as described in the Framework Agreement and its schedules;
- Force majeure or a decision issued by authorities;
- Abnormal or fraudulent use by Customer or third parties requiring the shutdown of the Platform for security reasons;
- Malfunction or misuse by Customer of applications and/or Customer's IT infrastructure;

**16.2** Moreover and in any event, STid cannot be held liable for indirect and/or immaterial damages suffered by Customer resulting from or in connection with the execution of the Platform and its consequences, such as, but not limited to, loss of gains or profits, loss of data, loss of opportunity, commercial damage, consequences of third-party claims or actions against Customer, even if STid was warned of the possibility of their occurrence.



STid may in no event be held liable for the direct or indirect consequences of defects of goods, installations and equipment belonging to or in the custody of Customer, other than the Platform.

STid may in no event be held liable for the content of stored data. Customer agrees to indemnify and hold STid harmless against any and all claims that may be brought regarding the content of the data.

Moreover, STid cannot be held liable for any data alteration due to the actions of a third party on Customer's network which may interfere with the collection and transfer of data.

More generally, apart from events within STid's control, STid cannot be held liable for any third-party intrusion in Customer's system, or the direct or indirect consequences of such an intrusion, or any fault, negligence or act committed by Customer or third parties.

STid cannot be held liable for any injury suffered by Customer caused by the fraudulent access to the data by a third party in possession of Customer's username and password.

STid cannot be held liable in the event of the modification by Customer of its computing infrastructure of which STid was not previously informed and did not approve the modification with regard to its compatibility with the Platform.

By express agreement, STid's liability is limited to only those direct damages resulting from STid's proven negligence. Indirect damages such as loss of business, loss of profit, loss of profit margin, damage to image damage, consequences of third-party claims are expressly excluded.

In all cases where STid may be held liable, this liability will be expressly limited and may in no case exceed the total amount of the last twelve (12) months of the Subscription paid by Customer.

In any case, STid's total and cumulative liability excludes consequential damages and is limited to the amount paid by User to STid under this contract, during the year in which the damage occurred.

For those services performed by JAGUAR NETWORK, User acknowledges that obligations entered into by STid vis-à-vis User may not exceed the rights enjoyed by STid under the contract entered into between STid and JAGUAR NETWORK. Accordingly, User waives any claim against STid for rights over and above those STid holds under its contract with JAGUAR NETWORK and accepts that the clauses of the JAGUAR NETWORK Contracts as appended are wholly enforceable against User.

## **ARTICLE 17 - Insurance**

STid represents that it is insured against professional civil liability with a major insurance company covering all material and immaterial damages resulting from the performance by its staff or employees of the service.

STid agrees to maintain this insurance policy throughout the duration of the Terms of Use and to provide proof thereof on request made by a party.



Total damages are limited to the amount provided for in Article 16 (Liability).

#### **ARTICLE 18 - Duration**

The Parties do not intend to condition their agreement to a cooling-off period. The contract and the acceptance and the Terms of Use take effect when STid activates the Account in the website.

The contract is entered into for an indefinite period.

The contract may be terminated by registered letter with return receipt required with at least (6) months' prior notice. Nevertheless, the remaining monthly fees due according to the selected payment plan by the User will become immediately due. An invoice will be sent to the User.

#### **ARTICLE 19 - Reversibility**

In the event of termination of contractual relations, for any reason whatsoever, User may only request from its co-contracting party, namely the Reseller or Sub-reseller that bills User for access to the Platform, within a period of 15 days, to recover all Data and information provided. Full-system backups and backups in its possession will also be restored.

Because STid does not have access to data stored by User, STid cannot ensure the restitution of the data. Only User can export the data, the User Data encryption key is based on the identifier of the customer/reseller account and is not known by STid.

This Data will be delivered in a format readable by current software on the market.

#### **ARTICLE 20 – Unforeseeable Circumstances**

If a change of circumstances that was unforeseeable at the time of the conclusion of the contract renders performance excessively onerous for a party who had not accepted the risk of such a change, in accordance with the provisions of Article 1195 of the Civil Code, that party may ask the other contracting party to renegotiate the contract.

However, if the change of circumstances that was unforeseeable at the time of the conclusion of the contract was permanent or continued for more than three months, this contract will be terminated pursuant to the provisions of Article "Termination Based on Unforeseeable Circumstances".

#### **21 – Enforced Performance in Kind**

By way of derogation from the provisions of Article 1221 of the Civil Code, the Parties agree that in the event of a breach by either Party, the non-breaching Party may not require enforced performance in kind.



The non-breaching Party may, in the event of the other Party's non-performance of any of its obligations, terminate the contract pursuant to the provisions of the Article 22(2) (Termination for Breach of Obligations).

## **ARTICLE 22 – Termination of Contract**

### **22-1 – Termination for Force Majeure**

The Parties expressly may terminate the Terms of Use as of right in accordance with the provisions of Article 25 (Force Majeure).

### **22-2 - Termination for Breach of Obligations**

In the event of the breach by one of the Parties of its obligations under the Terms of Use, the Terms of Use may be terminated by the non-breaching Party.

The Parties expressly agree that this termination for breach of obligations will take place automatically 30 days after formal notice to remedy the breach has, in whole or in part, had no effect. The formal notice may be notified by registered letter with acknowledgment of receipt or any extrajudicial act.

This formal notice must state the intention to apply this clause.

### **22-3 – Provisions that Apply in all cases of Termination**

The Parties expressly agree that the debtor of a payment obligation pursuant to the terms of this agreement, may be put on formal notice to perform, in accordance with Article 1344 of the Civil Code.

## **ARTICLE 23 - Confidentiality**

STid is prohibited from disclosing to any person, directly or indirectly, in whole or in part, the information communicated to it by User in connection with the use of the Platform. STid's data processors and service providers, who will be held to the same confidentiality obligation, are not covered by this prohibition.

## **ARTICLE 24 - Non-solicitation**

User expressly agrees not to solicit for the purpose of hiring or to hire directly or indirectly any of STid's staff members.

User agrees to enforce the application of this prohibition on other companies of the Group to which it belongs.

This prohibition applies for the duration of the TOU and for the two years following its terminations, for whatsoever reason.

## **ARTICLE 25 - Force Majeure**

The Parties cannot be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, arises from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

The obligations of the Parties will then automatically be suspended.

The party affected by the event must immediately inform the other party of its inability to perform and provide proof of same. The party whose obligations are suspended may not be held liable for the non-performance of the obligation in question, nor may the non-performance give rise to the payment of damages or penalties for delays.

As soon as the cause of the suspension of the Parties' reciprocal obligations no longer exists, the Parties must make every effort to resume performance of their contractual obligations as soon as possible. To this effect, the party whose performance is prevented must notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial act.

During this suspension, the Parties agree that the costs incurred as a result of the situation will be shared between the Parties.

If the event is permanent or lasts for more than six (6) months, these Terms of Use will automatically terminate without any additional formality being necessary.

## **ARTICLE 26 - Headings**

Article headings are solely for convenience of reference. In the event of inconsistencies between the heading and provisions of the article, the latter prevail.

## **ARTICLE 27 – Entire Agreement**

The Terms of Use form the entire agreement between the Parties. These Terms of Use supersede and extinguish any prior oral or written commitment relating to the purpose of the TOU.

## **ARTICLE 28 - Tolerances**

Any tolerance or waiver by one of the parties in the application of all or part of its commitments under these TOU, regardless of the frequency and duration, does not constitute a modification of the TOU or give rise to any rights whatsoever.

## **ARTICLE 29 - Applicable Law - Language**

By express agreement between the Parties, the TOU are subject to French law, to the exclusion of any other legislation.

The contract resulting from the TOU is drafted in the French language. In the event of a translation into one or more languages, only the French text will prevail in the event of a dispute.

## **ARTICLE 30 - Severability**



The invalidity of one or more provisions of the contract does not affect the full force and effect of the remaining provisions, provided that the economic purpose of the agreement is maintained.

In the event performance of one or more contract clauses is rendered impossible as a result of the invalidity, the Parties agree to replace the invalid clause with a valid clause, which comes as close as possible to the economic purpose of the invalid clause and the remaining provisions of the contract remain in force.

Failing this, or if the economic purpose of the agreement is fundamentally disrupted, the Parties may, by mutual agreement, terminate the agreement in full in writing.

#### **ARTICLE 31 - Disputes**

**ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, IMPLEMENTATION OR TERMINATION OF THIS AGREEMENT IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT OF MARSEILLE, INCLUDING FOR PROVISIONAL RELIEF, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.**



## SCHEDULE I-DESCRIPTION OF THE PLATFORM

In particular, the platform also allows users to:

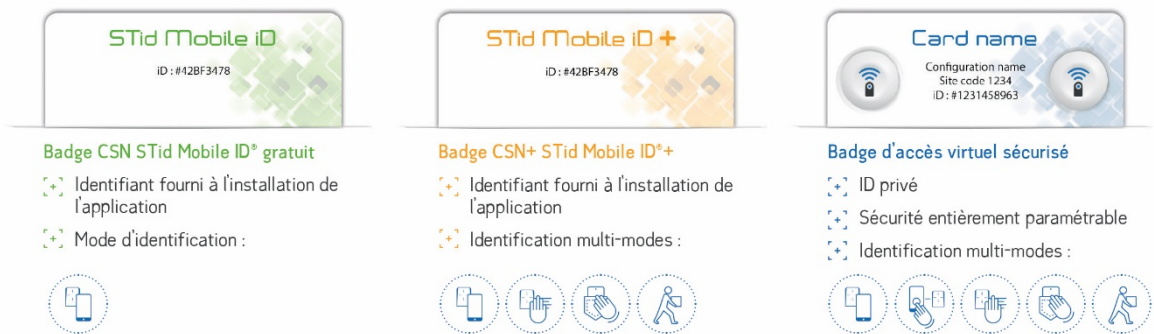
- Ensure the dynamic and remote management of Virtual User Badges.
- Provide dynamic and remote management of the Virtual Badges for Configuration of the readers.

The platform must be used with the STid Mobile ID® solution, which allows the digitization of the access badge on a smartphone device via a free application.

The smartphone thus becomes a portfolio for virtual access badges.

The solution consists of:

- The Architect® Blue range of readers for reading RFID and Bluetooth® Smart (Low Energy) technologies.
- 1 STid Mobile ID® application for managing user badges. STid offers 3 types of user badges:



- 1 STid Settings application allowing to manage virtual Configuration badges to set up the Architect® Blue Drive range.
- 1 SEcard programming software for creating configuration files.
- 1 STid Mobile ID® WEB platform to manage your Virtual User and Configuration Badges, which can be hosted on a STid server or on the user's server.

Non-exhaustive list of platform features:

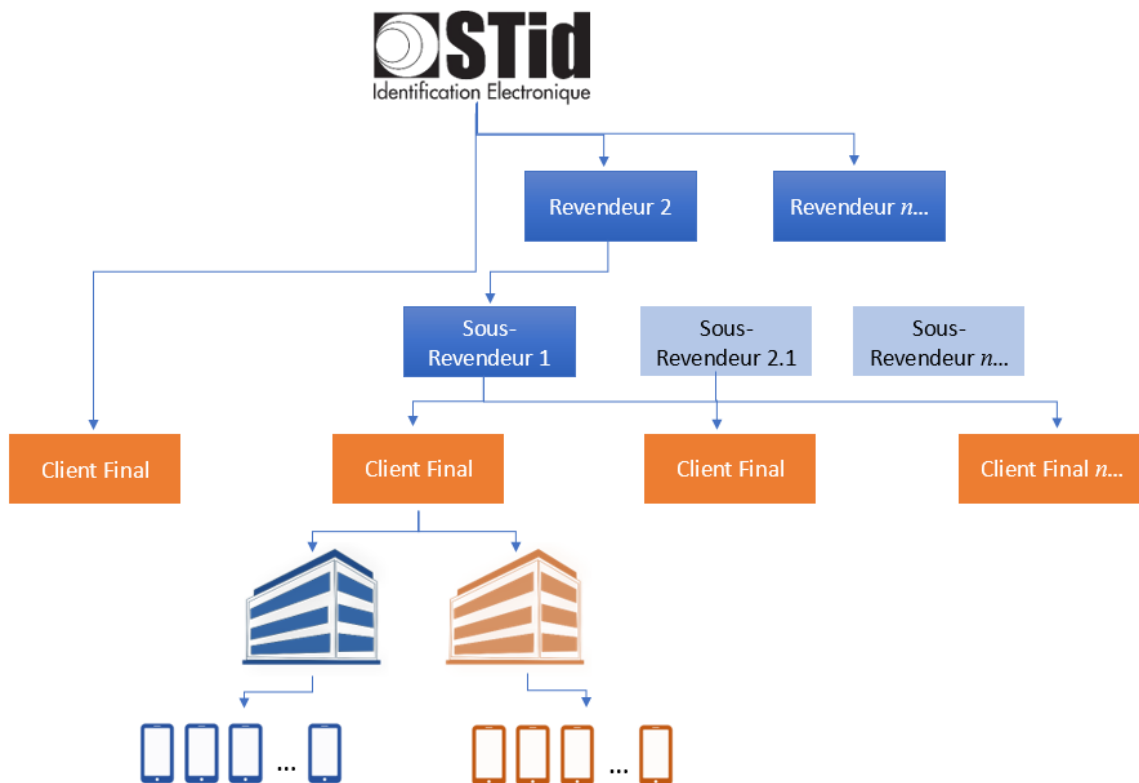
- Creation, revocation, and updating of User Virtual Badges.
- Creation, revocation, and updating of Configuration Virtual Badges.
- Management, creation, updating and deletion of customer sites, integrating virtual user badges, configuration buttons, configurations...
- Management of customer sub-accounts (resellers, sub-resellers, and end customers)
- Multi-user management with definition of rights/user profiles on a single account
- Transfer of credits between accounts
- Database Import/Export
- History of the various actions (by user, credit management...)
- Management of users' personal data
- Loading and storing configuration files



- Customization of User Virtual Badges: logo, background, or model of card, variable data, numbering...
- Storage of User Virtual Badge templates
- Storage of identity photos used to customize User Virtual Badges
- Gateway with User access control system, to allow the import/export of databases of users of User Virtual Badges.

## SCHEDULE II - ARCHITECTURE OF THE SOLUTION

- A "User Reseller" can create:
  - Sub-Reseller User sub-accounts
  - "End customers" User sub-accounts
  
- A "sub-reseller User" can create sub-accounts:
  - "End customers" User sub-accounts
  - "Customer Sites" which include: User virtual badges, configurations, Configurators...
  
- An "end-customer" cannot create sub-accounts, but can create:
  - "Customer Sites" that include: User Virtual Badges, Configuration Virtual Badges, configurators...





## SCHEDULE III-CREATION OF ACCOUNTS AND SUB-ACCOUNTS

### **Creation of the Account**

The user registers by typing:

- Data related to the company representing the accounting data necessary for the business relationship with STid: Company name, address, VAT number, telephone...
- Data related to the User, to enable him to login as an administrator of his account (last name, first name, email, phone...)

The user can select the positions of:

- Reseller (including "sub-reseller")
- or end-customer (including "Customer Sites").

### **Hosting data on STid Server**

STid validates the account and can change the account profile, reseller or end customer, depending on the user's company profile.

The account created will be directly attached to STid.

### **Hosting data on Customer Server**

The Customer who owns the server validates the account and can change the account profile, reseller, or end-customer, depending on the user's company profile.

The account created will be directly linked to the Customer who owns the server.

### **Management of Sub-accounts**

"Reseller" users can create as many "Sub-reseller" sub-accounts as they wish, to be able to associate their customers to their own reseller account.

For this, the user enters data from the sub-account (company name, email address...) and sends an activation link to the customers who are "Sub-resellers" or "End customer".

In order to manage sub-accounts, the "Reseller" user must have previously created a "Reseller" account.

### **Management of Account Users**

Users of the "Reseller", "Sub-reseller" or "End customer" accounts can give access rights to multiple simultaneous users on the same account.

These rights may be customized. Here data is entered by users so that they can access the account with their own rights and login: email address, last name, first name...

The management of the rights is done under the sole responsibility of the user of the account "Reseller", "Sub-reseller" or "End customer". STid cannot be held responsible for the consequences that may result from the user granting rights to any person who should not have benefitted from these rights. It is up to the user to ensure the capacities of the persons to whom rights will be granted beforehand.

The "Reseller" users then send an activation link to the created user.

## "User(s) Badge, Virtual User" account

- **Managing badges of virtual users**

The management of User Virtual Badges can only be done via an "End customer" account.

"End-Customer" users must enter information on the User Badge Mobile/Virtual User ID of the solution: last name, first name, email, phone number...

There are three methods to enter them:

- To enter them manually
- To load the database User Badge Virtual User users with the pre-filled array
- Through the use of a Web Service

Once the information is entered, it sends the virtual badges by email to the "Mobile Badge Users/Virtual User" in question.

These badges are stored securely in their smartphone application.

- **Customization of Virtual User Badges**

The management of the customization of User Virtual Badges can only be done via an "End customer" account.

The platform allows "End-customer" users to personalize the virtual user badges of "User Badges Virtual Users" with their logo, variable data (last name, first name, function...), identity photos, that can be stored on the platform.

- **Management of Virtual Configuration Badges**

The management of User Virtual Badges can only be done via an "End Customer" account.

An "End Customer" user can load a reader configuration from the SECard programming software on the platform, by loading a secure PSE file. This file includes all the security settings in the drive configuration. It is a file that therefore contains sensitive data for "End-customer" users and that are essential to secure by the STid methods provided for this purpose (see SECard user manual).

An "End-customer" user can view some of this online configuration: drive settings (without security): LEDs, buzzers, keyboard activation; settings for Bluetooth identification modes with the ability to edit them online.

Once the configuration is loaded onto the platform, and "End-customer" user must necessarily attach it to the virtual users created so that they can work with the access drive. It also has the ability to send it to its database of configuration (people on site that have the STid Settings application, responsible for setting up access drives).

This database of configurers is composed of personal information: email address, last name, first name, telephone number...



## SCHEDULE IV: DESCRIPTION OF BENEFITS

### Access to the platform and data

STid provides the customer with an online notification, with technical information regarding the modalities of connection to the platform.

It is specified that the user is responsible for the supply and implementation of the equipment (hardware and software) necessary for access to the platform via the Internet network.

It is specified that access to the platform hosted by STid is secured to permanently protect, with respect to third parties or other unauthorized users, all user data that is required to circulate through the systems in the context of the use of the platform.

The users create their own IDs by means of an activation link that they have previously received at the email address they have provided. The email address used will not be editable. The use and preservation of usernames and passwords are the sole responsibility of the user. Thus, any unintentional loss or disclosure of any element that may allow a third party to obtain the user's user names and passwords must be immediately reported in writing to STid.

### Hosting

- **Hosting data on STid Server**

STid agrees to providing the user with a hosting service with the following detailed characteristics.

The hosting of the data created from the use of the platform includes:

- The monitoring of the server dedicated to STid at the Jaguar Network;
- The monitoring the proper functioning of the infrastructure necessary for the hosting;
- The monitoring of access to the platform.

In the context of data hosting, it is specified that STid shall commit to provide physical security for access to the user's data, which shall have the following characteristics:

- All the servers used for hosting the platform and the user's data shall be located in a room that complies with the constraints for thermal protection, humidity, and against damage by water;
- Access to the premises is limited, and is done through access controls;
- A monitoring system is in place, in addition to a set of procedures for alerts and security;
- Access to data is controlled more precisely in different ways:
  - Limiting access to the platform to persons with an identifier with the blocking of access to the platform after 3 successive errors;
  - Automatic logout after 20 minutes of inactivity (session logoff).

Finally, STid specifies that a firewall shall be set up upstream that allows to control access to the different servers. A log of abnormal events is used to inform the security system supervisor by e-mail.



- **Hosting data on a User Server**

The user assumes the sole responsibility for the hosting of the data related to the operation of the platform.

### Backups

- **Data hosted on STid's server**

As part of the backup service offered by STid, Data is replicated (mirror server) and saved incrementally on a daily basis, and complementarily on a weekly basis. Backups are copied to two backup servers located in different locations.

Backup and restore tests are run regularly, including each new version of the Platform.

- **Data hosted on User's server**

User assumes sole responsibility for the backup of data related to the exploitation of the Platform.

### Archiving Data

- **Data hosted on STid's server**

Data archiving will be done monthly.

- **Data hosted on User's server**

User assumes sole responsibility for archiving data related to the exploitation of the Platform.



## SCHEDULE V - SERVICE LEVEL AGREEMENT (SLA)

The purpose of this SLA is to specify the service level and performance of the Platform.

User acknowledges that the SLA applicable to its relationship with STid will be the SLA entered into between STid and its service provider JAGUAR NETWORK, which, together with the special terms and conditions, are appended to this agreement.

However, response times are increased by at least 20% to allow STid time to transmit User's requests.





## SCHEDULE VI – FINANCIAL CONDITIONS

### Use licence

Access to the platform is free of charge. If this changes, User will be given prior notice.

### Management of Credits

To create virtual user IDs with a private ID, the user will need to spend 5 credits.

To change a CSN STid Mobile ID® badge to a CSN + STid Mobile ID® badge, the user will have to spend 1 credit.

To purchase these credits, the user must contact:

- STid, if the account is directly related to STid,
- To the dealer directly affiliated with the customer.

STid is not responsible for the commercial relationships between resellers and sub-resellers acting among themselves as independent traders and as managers of their contractual relations.

The Virtual Configuration badges are free and do not fit into the framework of the credit management.