

GENERAL TERMS OF SERVICE (Ref° CGS 20260422)
Applicable from 22/04/2026

These General Terms of Service (hereinafter the "Terms") are intended to govern any service of any kind (hereinafter the "Services") performed by HIGH CONNEXION, a simplified joint-stock company with capital of €351,500, whose registered office is in Oullins, registered under number 502 539 794 (RCS LYON) (hereinafter "the Service Provider"), for the Client. Any order for Services by the Client implies express and unreserved acceptance by the Client of these Terms as well as any specific Terms applicable depending on the Provider's Activities (available via the links below), to the exclusion of any other conditions issued by the Client, even if they are prior in date, subject to the specific conditions expressly accepted by the Service Provider. The fact that the Service Provider does not, at any given time, avail itself of any of these Conditions cannot be interpreted as a waiver of its right to rely on them for the future or the past. In the event of any inconsistencies between these General Terms and Conditions of Service and the Provider's Specific Terms, the provisions of the Specific Terms shall prevail.

1. DEFINITIONS

Activities: refers to the main professions exercised by the Service Provider:

▪ **Marketing:** refers to the services of:

- Messaging (SMS, email, voicemail messages, push notifications, MMS, instant messaging, rich SMS...),
- Provision of digital solutions (wallet solution, SMS game, web & mobile and audiotel),
- Data: database leasing, database enrichment, lead generation
- Computer development,

▪ **Payment ("Billing"):** refers to the invoicing of Services in return for payment, by the User, on an Operator invoice or through any other payment channel, carried out by the Service Provider via the Payment Solutions.

Pricing terms: refers to the applicable price schedule for a given period or the rates mentioned in the Quote.

Specific conditions: refer to the specific conditions applicable to the various Activities of the Service Provider:

- Conditions specific to Marketing services:
- Conditions specific to Billing services:

Available at: <https://www.highconnon.com/conditions-generales>

Service(s): means any digital content or services made available to end users (messages, images, sounds, videos, press articles, ticketing, etc.). In the context of Billing Services, the Services more precisely refer to a service or content offered by the Client, deliverable online by an electronic means of communication and billed to the User on their operator invoice or any other payment channel via a Payment Solution. Billing's services may concern various Services such as:

- One-time or recurring donations,
- Participation in SMS+ or SVA+ games, internet +
- Digital content purchases (music, videos, press articles, ticketing, etc.)

Development: refers to the specific development services that the client may be required to entrust to the Service Provider. Where applicable, these Development Services are subject to the provisions of the "Development" paragraph of these general terms and conditions.

Quote: refers to the details and price of the Services offered and detailed by the Service Provider to the Client.

Writing : means any correspondence sent by post, fax or electronic means of identifying the sender and receiver.

Solution(s): refers to all the tools made available to the Client by the Service Provider as part of its Services.

Payment Solution(s): refers to the payment solution(s) allowing the deduction from the User's Operator's invoice of amounts due by the latter in return for the purchase of the Service(s) or any other type of payment solution as defined in the specific terms and conditions for Billing's services.

Services: refer to the various Services that will be provided by the Service Provider as part of its Activities.

Deliverables: all items, of whatever nature, which must be delivered by the Service Provider to the Client as part of the performance of the Services.

User: means any person who uses a Payment Solution to purchase one or more Service(s) from a Content or Service Publisher.

Health Data: Health Data shall be understood as any personal data relating to the physical or mental state of a natural person, within the meaning of Articles 4 and 9 of Regulation (EU) 2016/679 (GDPR).

2. CONDITIONS FOR THE PROVISION OF BENEFITS

Any new Client who wishes to entrust a Service for the first time to the Service Provider must request an account opening with the Service Provider by completing all the

requested information and documents. Prior to the start-up of any Services, the Client shall provide the Service Provider with information regarding the Services that they wish to entrust to the Service Provider. On the basis of this information, the Service Provider will send the Client a commercial proposal which must be accepted by the Client in accordance with the terms and conditions for the performance of Services specific to the Service Providers' Activities as described in the Specific Terms.

Quote Acceptance

Any order for Services gives rise to the establishment by the Service Provider of a commercial proposal based on the information provided by the Client and valid for one (1) month from its sending to the Client (hereinafter the "Quote"). The Client's acceptance of the Quote is evidenced by their signature on said Quote or by a written agreement. This acceptance constitutes a firm and irrevocable order for the Services and an unreserved acceptance of these Terms. Upon acceptance of the Quote, the Client undertakes to provide, under its sole responsibility, to the Service Provider, any information or documents necessary for the performance of the Services. It is up to the Client to verify that the Quote meets their needs.

Supplementary benefits – amendments

Any additional Services not provided for in the initial Quote, as well as any changes requested by the Client in relation to the initial Quote, if the Service Provider considers it feasible, will result in the establishment of an additional Quote, setting in particular the additional remuneration of the Service Provider, which must be accepted by the Client, under the above conditions, prior to any commencement of performance. In any case, the Service Provider reserves the right to refuse certain requests from the Client, notably for technical or legal reasons.

Cancellation

In the event of renunciation, cancellation, interruption, total or partial by the Client of one or more Services ordered, the Client remains obliged to pay the Service Provider, the amount of the remuneration listed on the Quote and/or agreed in writing between the Parties and relating to the Services concerned, and the Client guarantees the Service Provider against any third-party claim following this cancellation. The Client is released from its obligations towards the Service Provider only after payment of the total amount of the remuneration indicated in the Quote and/or agreed in writing between the Parties, without prejudice to any other claim for compensation.

Duration:

The Services are entrusted for the duration specified on the Quote. If not specified on the Quote, the Services are entrusted for an indefinite period, which can be terminated at any time by sending a registered letter with acknowledgment of receipt subject to compliance with a notice period of three (3) months. However, for recurring services such as subscriptions, hosting, maintenance, etc., these Services will be automatically renewed for successive periods of one (1) annual, unless terminated by one of the Parties notified to the other Party by registered letter with acknowledgment of receipt, notified at least three (3) months before the end of each successive period.

Termination

In the event of non-compliance by one of the Parties with any of its substantial obligations, the other Party may terminate the Services, by registered letter with acknowledgment of receipt, without compensation and without prejudice to any compensation it may claim from the defaulting Party. This termination may only occur thirty (30) days after the sending of a formal notice to perform its obligations, sent by registered letter with acknowledgment of receipt, which has remained unsuccessful.

3. FINANCIAL CONDITIONS

Remuneration of Benefits

The Services are invoiced according to the Pricing Terms agreed between the Parties and/or as indicated on the Quote and according to the specific terms specific to the various Activities of the Service Provider, as described in the Specific Terms. All prices are exclusive of taxes. VAT will be calculated at the rate in effect on the date of invoice. Invoices are payable in full by bank transfer or check, within 30 days of invoice date. Invoices are not subject to discount, unless otherwise stipulated.

The commissioning fee

Unless otherwise specified in the quote, commissioning fees are billed in full at the time of order. The commissioning will begin upon receipt of the payment.

Recurring charges including licenses and subscriptions

Any period begun is due. No proration will be granted on the billing of recurring fees. The start of recurring charge billing will begin upon delivery of the deliverables by HIGH CONNEXION, no later than 2 months after the signature date.

Regulations

Except as otherwise provided in the Quote and under the specific conditions specific to the Service Provider's various Activities, invoices issued by the Service Provider are payable 30 days from the invoice date after they have been issued, without any applicable discount or rebate and without discount in the case of early payment. In the event of a change in the Client's financial situation, the Service Provider reserves the right, notwithstanding any stipulation to the contrary, to require guarantees and securities and/or cash payment for the Services, prior to their execution. If the Client

requires, as a mandatory item to appear on the Service Provider's invoices, a purchase order number, it must send the Service Provider said number within a maximum period of 15 days from the signing of the Quote. Failing this, the Client may not refuse to pay the Service Provider for these invoices on the grounds that they do not include said number.

Late settlement – non-payment

Any amount not paid by the due date will automatically and without further formality give rise to the payment by the Client to the Service Provider of late penalties at the rate provided for in Article L. 441-10 of the Commercial Code as well as a lump sum compensation for recovery costs in accordance with the law. The non-payment of a single invoice on a due date automatically and without formality makes the balance due payable on all other invoices issued by the Service Provider, and suspends the performance of the current Services until full payment of all amounts owed by the Client. In the event of non-payment by the due date, the Service Provider may make a compensation with any amount that it should owe to the Client. The Service Provider reserves the right to terminate the Services fifteen (15) days after a formal notice of payment has been notified to the Client and remains unsuccessful. The Service Provider may request in summary proceedings the return of the delivered goods, without prejudice to any other damages. In the event that the Client owes several payments to the Service Provider, it is agreed that the allocation of payments will be made against the oldest debts. Consequently, the Client expressly waives the provisions of article 1342-10 of the Civil Code.

Miscellaneous costs

If the Services require travel, travel expenses will be charged on the following bases:

- Trips outside Lyon to the actual destination on supporting documents (return expenses for TGV in 2nd class or reimbursement of rental vehicle + mileage fees)
- Stay in a hotel: maximum €110 per night
- Lunch: maximum €15
- Evening meal: maximum €30

4. RIGHTS AND OBLIGATIONS

General obligations of the Service Provider

The Service Provider undertakes to perform the Services in accordance with the terms of the Quote and/or any written document agreed between the Parties, as well as the laws and regulations in force applicable to its activity. The Service Provider shall use the necessary and sufficient means and resources as well as its knowledge, know-how and experience in order to provide Services in accordance with the Quote and/or any written document agreed between the Parties. As part of its general obligation to provide advice, the Service Provider will make every effort to inform, advise and warn the Client regarding the Services and decisions relating to the performance of the Services that the Client may have to make and which are brought to the attention of the Service Provider. The Service Provider is solely responsible as an employer for any staff it may assign to its activities and will strictly comply with its obligations regarding them, particularly in social and tax matters. The Service Provider is not responsible for decisions to modify the Services, made by the Client or any third party designated by it, as well as their consequences, whether direct or indirect. The Service Provider shall not be held liable in the event of non-compliance by the Client with one of its obligations, in the event of negligence or error on its part or failure to comply with the Service Provider's recommendations. The Service Provider will be fully released from its obligations, particularly with regard to deadlines, in the event that the Client does not comply with the deadlines or recommendations contained in the Quote and/or project schedules validated in writing with the Service Provider. The Service Provider is bound by an obligation of means vis-à-vis the Client. This obligation of means is exercised in compliance with the requirements of the Service Provider's ISMS, in accordance with the ISO/IEC 27001 standard and, if applicable, the HDS reference system for the services concerned.

General Obligations of the Client

Before and during the performance of the Services, the Client undertakes to make available to the Service Provider all information and documents in its possession that the Service Provider may need for the performance of the Services, the hardware and software resources required for entering information and carrying out the tests or trials necessary to provide the Services. In this respect, the Service Provider undertakes to ensure the proper functioning of the hardware and software elements belonging to it and interconnected with those of the Service Provider for the purposes of the Service, and will take all security measures to prevent any damage to the Solutions of the Service Provider, the Operators or any other third party that may be involved in the context of the Services. The Client undertakes to provide a reliable estimate of the foreseeable volume of operations to allow for the proper sizing of the infrastructure necessary for the operation of the Solutions and to inform the Service Provider within a sufficient timeframe, which varies depending on the medium, any event likely to have an impact on the provision of Services and in particular any foreseeable increase in operations, so that the Service Provider can study the technical measures necessary to deal with such an event. The Client undertakes to respect the deadlines agreed in writing between the Parties. Any delay on the part of the Client in relation to the deadlines agreed between the Parties will result in a consequential discrepancy in the Service Provider's subsequent actions. Unless otherwise agreed in writing between the parties, the Client acknowledges having a period of five (5) business days to

validate all documents that may be submitted for its approval and that beyond this period, without a response from it, it will be deemed to have accepted them. The Client also undertakes in general to cooperate actively and fairly in order to enable the proper performance of its obligations by the Service Provider. The Client undertakes to provide the Service Provider with material conditions conducive to the performance of the Services, when they are carried out on the Client's premises. He will also put the Service Provider in contact with those members of his staff whose skills will be useful for the provision of the Services. Without prejudice to the Service Provider's obligation to provide advice, the Client is also responsible for the design, selection and organization of each of its operations, which are the subject of the Services, and for compliance with the regulations applicable to its activity, including the ethical charters that may apply to its activity and Services. The Client guarantees the Service Provider against all amicable or contentious claims, from third parties, based, directly or indirectly, on the breach by the Client of one or more of the obligations incumbent upon it hereunder, based on the information, Services and documents that the Client has provided to the Service Provider for the performance of the Services, regarding non-compliance with laws and regulations applicable to their activity. The Client undertakes not to use the Services provided by the Service Provider outside the stipulations of the Quote, unless an express agreement has been concluded between the Service Provider and the Client defining the terms of use of these Services. The Service Provider is not liable to the Client for any third-party claims based on the use by the Client of all or part of the Services provided by the Service Provider that do not comply with the stipulations of the Quote and the Service Provider's recommendations. The Client is solely responsible for compliance with the laws and regulations applicable to its activity, its products and/or services and all elements and/or information (texts, logos, photos and other intellectual property rights) as well as all written references appearing on all communications sent to the Service Provider. The Client guarantees the Service Provider on this point against any recourse and/or action that could be brought by any natural or legal person, and so that it may cause whatever. Consequently, he undertakes to bear the costs incurred by any action whatsoever brought by a third party against the Service Provider, as well as any compensation that may result from such actions.

Clause – "Security of access and responsibility of the Client"

The Client acknowledges that access to the SaaS platform provided by the Service Provider involves the use of personal and confidential identifiers. The Customer undertakes to activate access security mechanisms, including in particular a two-factor strong authentication device (2FA), which can be activated via SMS or email, in accordance with the security best practices applicable to A2P electronic communications and messaging services. The Customer is solely responsible for managing, maintaining the confidentiality and securing of their access credentials, as well as for activating and maintaining the security devices made available to them. Accordingly, the Client expressly acknowledges that:

- The non-activation of the two-factor authentication device (2FA), or
- The use of the platform outside the safety recommendations communicated by the Service Provider constitutes negligence on their part.

In this context, the Service Provider shall not be held liable for any unauthorized access, fraudulent use, loss of data, sending of unauthorized messages or any other security incident resulting directly or indirectly from a breach by the Client of its security obligations, including in the event of a compromise of the Client account.

The Client guarantees the Service Provider against any claim, action or recourse by third parties following such a breach.

The Service Provider reserves the right, without this constituting an obligation, to restrict or suspend access to the service in the event of a proven risk related to use that does not comply with safety requirements.

Property reservation

The Service Provider retains ownership of the Services and Deliverables and all intellectual property rights over its Services and Deliverables until full payment of all invoices issued by the Service Provider for the Client.

Evidence:

Any registration, timestamp or reference made on the Service Provider's computer systems in performance of the Service shall be binding between the Parties.

Services:

The Customer declares that he holds the necessary authorizations and rights to all the Services and content that he chooses to use for his Marketing services or that he markets as part of the Billing services. The Service Provider has no control and does not incur any liability regarding the origin or accuracy of the Services provided by the Client. The latter is prohibited, in particular, from offering Services that are illegal or contrary to morality and public order (content of a pornographic nature, promoting sectarian movements, racism, or inciting racial hatred) and to propose hypertext links pointing to non-compliant sites or pages. The latter is responsible for all disputes relating to the Services, the Service Provider may not be threatened in any way in this regard, and the Client guarantees the Service Provider on this point. The Service Provider reserves the right to cooperate in accordance with the law, with the authorities that would carry out checks relating to Services or content accessible via the Internet network. Consequently and for these reasons, the Client accepts that the Service Provider may unilaterally delete or limit the disputed Services made available online by the Client. The Customer acknowledges being informed of the legal constraints related to their status as a publisher under the terms of Law 86-1067 of 30 September 1986, and consequently undertakes to comply with all legal obligations,

recommendations imposed by telecommunications operators and other application stores (online store of applications for a specific operating system (Google play, App store...) as well as the deontological charters that may apply to its activity and Services such as in particular:

- for SMS+: <https://af2m.org/chartes-smsplus/>
- for SVA+: <https://af2m.org/rd-sva/>
- for the internet + mobile: <https://af2m.org/chartes-internetplus/>
- for messaging: <https://af2m.org/charte-business-messaging/>

Solutions

It is specified between the Parties that in the event that the Client entrusts the Service Provider with services involving the provision of digital Solutions by the Service Provider, the Service Provider undertakes to:

- Carry out the sizing of the infrastructure, hardware and network elements allowing access to the Solutions covered by the Service;
- Ensure the availability of access to the Solutions according to the conditions agreed in writing between the Parties. For lack of details, the Service Provider strives to provide permanent access to services 24 hours a day, 7 days a week. However, availability is measured outside of maintenance or update outages and is subject to that of internet networks and Operators whose operating methods the Customer acknowledges having read. The Service Provider will endeavour to carry out maintenance operations at times when the websites are least used;
- Implement the technical resources defined in the online documentation of the application solution;
- Ensure the proper functioning of the material elements belonging to it and make them available to the Client for the purposes of the Service;
- Protect against the risks of damage, loss or destruction, including by fortuitous event or force majeure, concerning its hardware and software that may be installed by the Service Provider on the Client's site;
- Notify the Client in case of detection of a problem affecting the proper performance of the Service, or the operation of the Solutions;
- Provide, if requested by the Customer, training, assistance and advice relating to the Solution as well as specific developments aimed at integration into the Customer's IT system. In this case, these Services will be the subject of a Quote approved by the Parties.
- Carry out corrective maintenance of the Solution: in the event of an error or bug occurring in the operation of the software, and unless different maintenance commitments are agreed upon in writing between the Parties, the Service Provider undertakes to make its best efforts to offer the Client, within a reasonable time, a correction of the error found or the bug or a workaround. Nevertheless, the Service Provider excludes maintenance in cases where the error or bug observed results from a Client intervention on the software or from improper use of it or if the error or bug found is generated by another application not provided by the Provider
- Make every effort to ensure the operation of its Solution in compatibility with subsequent versions of the required operating systems and browsers. To do this, the service provider may have to interrupt services in order to make the software interoperable with other operating systems or browsers.

For access via the internet to the Service Provider's Solutions, the Client shall provide the Service Provider with the name and email address of an administrator. The Service Provider will directly send him the login and password for access to his tools. The nominative identifiers are confidential; the Client undertakes not to disclose them to third parties. The Customer is solely responsible for the use made of the credentials, regardless of the user, and the consequences that result from it. Any connection made using the credentials shall be deemed to have been made by the Customer. It is therefore up to the Client to implement any procedure necessary for the protection of credentials. The Service Provider may in no case be held liable for any misuse or unauthorized use of credentials.

Development:

In the event that the Client entrusts the Service Provider with IT development services, the Service Provider undertakes to carry them out in accordance with the terms approved in writing between the Parties. Unless otherwise agreed in writing between the Parties, the provisions below shall apply to the Service Provider's IT development services. The Service Provider will carry out the development and production of the Deliverables on the basis of the Client's "Brief" and in accordance with the specifications validated in writing with the Client. Any request from the Client regarding an item not included in the Brief will result in additional remuneration on the Quote and a new schedule.

a/ Timeline and deadlines

The schedules and deadlines for the completion of the Deliverables are indicated in the detailed schedules and validated in writing by the Parties (hereinafter "Schedule"). Each step is indicated, taking into account the development and validation times. The Client undertakes to provide the Service Provider with all the elements and information necessary for the completion of the Deliverables, within the deadlines agreed with the Service Provider so as not to hinder the schedule for developing the Deliverables. Any delay attributable to the Client will result in a consequential modification of the schedule.

b/ Receipt of IT Service Deliverables

The procedure for receiving Deliverables consists of a delivery phase followed by a receipt phase in the presence of both Parties.

- Delivery is established as follows: at the end of the development and implementation phases of the Deliverables as defined in the Brief or the specifications, and in accordance with the Schedule, the Client must give their written approval for the Services carried out on that date. Consequently, once the Deliverables have been delivered, the Client undertakes to sign the delivery minutes authorizing the transition to production of the Deliverables.
- The receipt of the Deliverable is established as follows: from the delivery, the Client will have the necessary lead times, in accordance with the Schedule, to test and analyze the proper functioning of the Deliverables in relation to the expected operation, as they result from the Brief or the specifications. As soon as this check is satisfactory and within a timeframe in accordance with the schedule, a receipt report must be signed by both parties. In the event of anomalies found during the receipt, these will be mentioned via a ticket (hereinafter "Ticket"). The Service Provider must correct them within a timeframe compatible with compliance with the Schedule and deliver the corrected module(s) as a receipt. If no reservation is made by the Client, the liability of the Service Provider may in no case be sought for any reason whatsoever. If the Customer fails to respond to the minutes within fifteen (15) business days from their submission, their acceptance will be presumed.

c/ Maintenance corrective

Corrective maintenance covers corrections for anomalies affecting the operation of Deliverables. When the Client entrusts the Service Provider with the corrective maintenance of the Deliverables, and unless otherwise specifically agreed upon in writing between the Parties, the following provisions shall apply. Maintenance Services shall be automatically renewed for successive periods of one (1) year, unless terminated by either Party notified to the other Party by registered letter with acknowledgment of receipt, notified at least three (3) months before the end of each successive period. Free technical telephone assistance is available every working day in France, from 9 a.m. to 6 p.m. on a single call. The Service Provider will endeavour to resolve as soon as possible any difficulties relating to the use of the Deliverables that the Client may encounter and/or that have been detected by the Service Provider. The Customer reports anomalies by Ticket, making every effort to provide as much useful information as possible. The Service Provider shall establish a diagnosis of the anomalies reported by the Client.

d/ Scalable maintenance

It is agreed between the Parties that any change in the Deliverables not provided for in the Brief or the specifications must be the subject of a Quote previously accepted by the Client.

e/ Accommodation

The terms and conditions for hosting the Client's site(s) are detailed in the Quote. Unless otherwise provided by the Parties in writing, the accommodation services will be automatically renewed for successive periods of one (1) year, unless terminated by one of the Parties notified to the other Party by registered letter with acknowledgment of receipt, notified at least three (3) months before the end of each successive period. Any request for the development of the Site(s) (additional functionality, specific developments, etc.) will give rise to an additional payment for accommodation on a quote.

f/ Reversibility

In the event of termination of the Services, the Service Provider undertakes, insofar as the Client so requests, to provide its assistance to enable it to resume all the Services that the Client had entrusted to it, to ensure them itself, or to entrust them to a third party. Upon receipt of this request, the Service Provider will inform him/her, depending on the Client's requests:

1°/ the restitution period;

2°/ the cost of this return, which will be determined based on the estimated number of man days and will be subject to an additional Quote.

The restitution of the data and elements entrusted by the Client is carried out in a standard format, usable and according to secure methods, guaranteeing the confidentiality and integrity of the data.

At the end of the restitution and after written confirmation from the Client, the Service Provider proceeds with the deletion or anonymization of the remaining data in its systems, subject to the legal retention obligations incumbent upon it. The deadlines and procedures for deletion are defined in the DPA and its annexes.

Confidentiality and security obligations remain applicable throughout the entire duration of reversibility operations.

5. INFORMATION SECURITY

The Service Provider declares implementing appropriate technical and organizational measures to ensure a level of security adapted to the risks, aimed in particular at ensuring confidentiality, the integrity, availability and traceability of information and data processed within the framework of the Services.

These measures are part of the Service Provider's information security management system (ISMS), based on regularly evaluated and improved internal policies, procedures and controls, in accordance with recognized market standards and best practices, in particular the ISO/IEC 27001 standard.

The Service Provider's ISMS is part of a continuous improvement approach including regular reviews, internal audits and action plans.

The Service Provider undertakes to implement and maintain, throughout the duration of the Services, an information security management system (ISMS) compliant with the requirements of the ISO/IEC 27001 standard, incorporating policies, procedures, controls and security measures regularly evaluated and improved.

These measures aim to ensure a level of security appropriate to the risks, and in particular to guarantee the confidentiality, integrity, availability and traceability of information and data processed within the framework of the Services. When the Services concern Health Data, the Service Provider applies, for the relevant scope, the requirements of the Health Data Hosting (HDS) repository. When the Services involve the processing of personal data, the commitments of the Service Provider regarding security are specified and completed by the Contract for the Processing of Personal Data (DPA), which forms an integral part of the contractual whole. The Service Provider implements logging and traceability systems specified and supplemented by the Personal Data Processing Agreement (DPA), which is an integral part of the contractual whole.

Business continuity and recovery

The Service Provider implements business continuity and recovery plans (BCP/BRP) covering the critical services and infrastructure necessary for the performance of the Services.

These plans are designed to limit the impact of a major incident on service availability and enable the resumption of activities within timeframes compatible with applicable contractual and regulatory requirements.

Continuity and recovery systems are subject to periodic testing and continuous improvement as part of the Service Provider's ISMS.

Penalties:

If the Service Provider finds a major breach of commitments by the Client (such as, in particular: non-compliance with these general conditions and the applicable regulations and charters, unauthorized intrusion by any means on the Technical Platform, non-payment of several consecutive invoices, etc.) the Service Provider will address it, upon knowledge of the breach, a request for correction by any written means. The Client undertakes to correct their breach immediately. The Service Provider may suspend the Services until the causes that caused the suspension of the Services have been removed. The Customer will be informed as soon as possible. If, after a period of thirty (30) days, the Client has still not made the necessary corrections, the Service Provider may terminate the Service without any prior formality or formal notice and without the Client being able to claim any compensation. All claims for compensation that may be claimed from the Service Provider by any person and in any way or manner whatsoever, as a result of a breach by the Client, will be fully rebilled and increased, in addition to any possible procedural and consulting fees, for a minimum flat-rate amount of 1,000 euros excluding tax. The Service Provider will also be entitled, due to the shared nature of providing its Solutions, to request compensation from the Client for all potential revenue losses.

HDS Certification – Scope and activities covered

High Connexion is certified as a Health Data Host (HDS) in accordance with the provisions of the Public Health Code and the current certification framework. High Connexion's HDS certification covers exclusively the health data hosting activities for which it is certified, as defined by regulation, and specified on its current certificate, including:

- the provision and maintenance in operational condition of infrastructure and hosting platforms;
- the administration and operation of hosting information systems.

Furthermore, High Connexion relies on an ISO/IEC 27001 certified information security management system. The scope of ISO/IEC 27001 certification covers exclusively the following services:

- messaging services;
- billing services;
- mobile portability;
- infrastructure;
- as well as related administrative services.

In accordance with the Declaration of Applicability (SoA) – version 1.0 in force on the date of signature hereof. HDS certification and ISO/IEC 27001 certification only cover the activities and services expressly listed above. Any performance, feature or service that does not fall within these activities is deemed to be excluded from the scope of certification. The Client acknowledges that HDS certification does not, on its own, imply overall compliance of its own health data processing operations, which remain under its responsibility. High Connexion undertakes to communicate, at the request of any customer, the latest HDS audit report. This request can be addressed to the client's account manager.

6. RESPONSIBILITY

The Service Provider is liable for any direct damage it may cause to the Client as a result of non-compliance with its obligations under these terms. The proven liability of the Service Provider is expressly limited to direct damages suffered by the Client, excluding any indirect damages, such as, notably and without limitation, loss of opportunity, loss of revenue, operating loss, commercial loss, image damage, etc. In

any event, if the Service Provider's liability should be held, this could be required to pay the Client an amount in compensation for their loss, up to the total half-yearly amount of the remuneration owed by the Client to the Service Provider in return for its services, whether or not such remuneration has already been invoiced or paid (hereinafter the "Total Remuneration Amount"). This Total Compensation Amount shall be equal to the Service Provider's compensation for the full six (6) months of collaboration preceding the month in which the damage occurred. It is expressly agreed between the Parties that (i) amounts paid back or invoiced by the Operators to the Client through the Service Provider are excluded from the Total Remuneration Amount and (ii) that the amount of this compensation may in no case exceed the compensation amounts stipulated by the civil liability insurance policy of the Service Provider for each type of damage suffered. The Client is exclusively and in all circumstances responsible for compliance with the regulations applicable to its activity, its products and/or Services, as well as the information, data and content transmitted to the Service Provider. He guarantees the Service Provider against any recourse by third parties in this regard. The Customer further acknowledges that, in the current state of technology and in the absence of guarantees from telecommunications operators or software publishers, the permanent availability of the Solutions cannot be guaranteed.

7. FORCE MAJEURE

The Service Provider may not be held liable in the event of a force majeure event. Are considered force majeure events, those usually retained by the jurisprudence of French courts and tribunals, as well as in particular in cases of failure of the public electricity distribution network, strike affecting a third party, war, storm, epidemics, earthquake, failure of the public telecommunications network, loss of Internet connectivity due to public or private operators, affecting the performance by the Service Provider of the Services. The Party affected in the performance of its obligations by the occurrence of a case of force majeure must immediately notify the other Party of the occurrence of said case of force majeure. The Parties shall then endeavour to take appropriate measures to mitigate the consequences of this event, and the deadlines for performance of the Services will be extended for the duration of said events, and must be carried out spontaneously as soon as they have ceased. However, if the event persists for more than one (1) month, the Services may be terminated by the most diligent Party, without any compensation being due by it to the other Party in this regard. In the event of partial performance of the Service, the occurrence of the above events does not exempt the Customer from payment of their order in proportion to the actual service performed.

8. INSURANCE

The Service Provider declares to be the holder of a civil liability insurance policy taken out with a notoriously solvent insurance company, and covering the financial consequences of its liability for any damage it may cause to the Client and third parties in the performance of its Services. Each Party shall bear the premiums and deductibles of the insurance policies it has subscribed to and, at the first request of the other Party, undertakes to provide it with all insurance certificates relating to the Benefits.

9. SUBCONTRACTING

For the performance of the Services, it is understood that the Service Provider may use any subcontractor of his choice. The Service Provider is responsible for the choice of subcontractors to whom it may call, and guarantees their competence.

For the processing of personal data and/or health data, the subcontracting conditions are governed by the DPA.

10. INTELLECTUAL PROPERTY

Rights of the Provider

The economic rights of intellectual property, attached to the creations and works carried out by the Service Provider within the framework of the provision of Services, are not assigned to the Client unless otherwise expressly stated, which must notably provide for the duration, the territory and the amount of the transfer price. Where applicable, these elements of assignment are indicated in the Quote established for the Services or in a specific quote. Otherwise, no rights are assigned. It is specified between the Parties that in the event that the Client entrusts the Service Provider with services involving the provision by the Service Provider of its own Solutions, these Solutions shall remain the property of the Service Provider, which hereby grants the Client a non-exclusive right to use and exploit said Solutions, throughout the entire duration of the Services concerned.

Client's intellectual property

The Client expressly authorizes the Service Provider to use any element of intellectual property, in particular trademarks, designs and models, and any other distinctive signs of the Client whose use by the Service Provider is necessary for the Service. The Client guarantees the Service Provider against any claim by third parties in this regard. The Service Provider is not required to carry out any verification in this regard.

Sales Reference

Unless expressly notified by the Client, the Service Provider reserves the right to use the name of the Client, the visuals and description of the Services carried out as a

commercial reference on any medium for its institutional communication or for the presentation of its commercial offer. In this context, the Service Provider undertakes not to disseminate any confidential information and to mention any net budget related to the collaboration set up specifically for this Client.

11. PERSONAL DATA

The Parties undertake to comply with the provisions of the Personal Data Processing Agreement (DPA), which is an integral part of the contractual package accessible at: <https://www.highconnexion.com/conditions-generales>.

It is expressly stipulated that the Customer remains solely and exclusively responsible for the management, processing, and respect of the opposition rights exercised by any User who has expressed his wish to no longer receive communications, notably through the use of the key word "STOP", or any equivalent opt-out mechanism.

When the Services involve the hosting or processing of Health Data, the Service Provider acts as a certified Health Data Host, for the scope of the infrastructures, services and treatments concerned.

The Client acknowledges that HDS certification is assessed in light of the effectively certified scope. Information regarding the scope of certification applicable to the Services is accessible at <https://www.highconnexion.com/certifications>.

The management of incidents related to personal data is described in the Personal Data Processing Agreement (DPA).

In the event of a personal data breach, the Service Provider undertakes to notify the Client in accordance with the deadlines and terms defined in the Personal Data Processing Agreement (DPA).

In the event of a contradiction between these General Terms and Conditions and the DPA regarding the protection of personal data or the security of processing, the stipulations of the DPA shall prevail.

12. ANTI-CORRUPTION

Each Party undertakes, both on its own behalf and, as appropriate, that of its employees, agents, subsidiaries, subcontractors, to which it strongly adheres, to comply with all laws and regulations applicable to the fight against corruption, and in particular Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernization of economic life. Consequently, each Party undertakes to act in the context of its commercial relations, in a professional and ethical manner, and notably:

a) never to solicit, offer or accept from any employee or manager of the other party, at any time, directly or indirectly, offers, promises, gifts or benefits of any kind for oneself or for others (including clients of each party), for that person to perform or refrain from performing an act of his activity or function or facilitated by his activity in violation of his legal, contractual or professional obligations,

b) never abuse its real or supposed influence, direct or indirect, in order to obtain from a public authority or administration or a public official any decision favourable to the other party.

In addition, the co-contractor undertakes to provide as soon as possible any information enabling the Service Provider to meet its obligations regarding third party evaluation as required by Article 17 of the "Sapin II" Law. and, if applicable, to send within a maximum of one month following the request made to it by the Service Provider, the duly completed questionnaire sent to him by the Service Provider, and to update it annually and at any time concerning him.

It is understood between the Parties that, in case of non-compliance with the stipulations of this article by the co-contractor, and/or in the event that the information provided by the latter would not be satisfactory for the Service Provider in light of the provisions of the "Sapin II Law", the Service Provider may, ipso jure and without compensation or notice, terminate any agreements concluded between the Parties and all commercial relations, by registered letter with acknowledgment of receipt. Termination may then be considered as a breach due to the fault of the co-contractor and may entitle, if applicable, to damages for the benefit of the Service Provider.

13. CONFIDENTIALITY

The terms of the Services as well as the operations carried out in this context, the documents, concepts, know-how, commercial methods and, in general, trade and technical secrets of the Parties are confidential. The Service Provider and the Client undertake to keep confidential all information referred to in this article concerning the other party, to which they may have had access during the execution of these terms. They also undertake to impose compliance with this obligation of secrecy on their employees and any third party who may be involved in the execution of these terms. Unless otherwise agreed in writing, this obligation of confidentiality is valid for a period of three (3) years from the date of disclosure of confidential information. For personal data, the duration provided for in the DPA applies.

14. AUDIT AND COMPLIANCE IN SECURITY MATTERS

The Client may, at its own expense, carry out compliance audits on documents in order to ensure that High Connexion complies with its contractual, regulatory, and normative obligations, in particular with regard to information security and the protection of personal data, within the framework of the provision of Services.

Audits shall exclusively cover the security measures, organizational processes and processing implemented by High Connexion for the needs of the Services. Confidential material, data, information, methodologies or security features belonging to other High Connexion clients are expressly excluded from the scope of the audit. Audits are conducted:

- By an independent auditor, external to the Parties, selected by the Client for his expertise, independence and impartiality;
- By a duly certified auditor (notably PASSI when the audit concerns the security of information systems), in order to ensure the application of a recognized methodology that complies with current standards (ISO 27001, HDS if applicable);
- In strict compliance with confidentiality obligations, the client is the guarantor to High Connexion of the confidentiality commitment and/or professional secrecy of the mandated auditor.

The Client shall notify High Connexion in writing of its intention to initiate an audit with at least ten (10) business days' notice. This delay allows High Connexion to prepare the audit, if necessary by setting up a dedicated environment, strictly isolated from the production scope.

In any case:

- Audit operations shall not deteriorate, slow down, or unreasonably disrupt the Services, nor impair the organization, security, or business continuity of High Connexion;
- the audit shall not include any actions that may damage High Connexion's infrastructure or interfere with services provided to other clients.

High Connexion undertakes to cooperate in good faith with the auditor and allow him reasonable access to its sites, facilities, documents and information strictly necessary for the assessment of the level of compliance, within the limits defined in this article.

At the end of the audit, a complete and identical copy of the audit report is given to the Client and to High Connexion. The Parties may comment on the findings of the report, which may be reviewed by a steering committee as appropriate. The Customer undertakes to forward the report to High Connexion and acknowledges that it will be used exclusively as part of High Connexion's continuous safety improvement process. Unless otherwise required by specific regulations, the Client may only conduct one (1) compliance audit per twelve (12) month period.

High Connexion will have a period of three (3) months from the communication of the audit report to correct, at its expense, the observed breaches and/or non-conformities. This period may exceptionally be extended, provided that the Client has been informed and objectively justified as necessary.

When audits concern the processing of personal data, the specific terms provided for in the personal data processing contract (DPA) apply.

All information, data and results collected as part of audits and controls are considered Confidential Data within the meaning of the "Confidentiality" article.

Finally, in the event of an inspection carried out by a competent regulatory authority:

- High Connexion will fully cooperate with said authority when a check concerns the processing carried out for the Client;
- High Connexion will assist the Client, within the limits of its contractual obligations, when the control is conducted with regard to the Client.

15. UNSOLICITED

The Client undertakes, throughout the duration of the performance of the Services and for a period of 18 months at the end of them, not to hire, engage or attempt to hire or engage, or negotiate the hiring by a third-party company or company, of any person who is or has been, manager, commercial agent, or employee of the Service Provider. In the event of a breach of this Article, the Service Provider may claim compensation from the Client for all of its damages, it being specified that in no case may such damages be less than an indemnity fixed at twelve (12) months' net remuneration for the employee concerned.

16. SETTLEMENT OF DISPUTES

These Terms are subject to French law. The parties shall endeavour to settle their differences amicably. Failing this, the Paris Commercial Court shall be solely competent to settle any dispute relating to the interpretation or execution of the presented documents.