

**SPECIFIC CONDITIONS FOR HIGH CONNECTION'S MARKETING  
SERVICES (Reference: CGS Marketing 20260422)  
Applicable from 22/04/2026**

The purpose of these specific terms (hereinafter the "Specific Terms") is to specify the conditions under which **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"), provides the Client with Marketing services (the provision of campaign management platforms, the distribution of emails, SMS, RCS, voicemail messages, gaming platforms, wallet passes, etc.) (hereinafter "the Services"), which the Client entrusts to it. Any order for Marketing Services by the Client implies the express and unreserved acceptance by the Client of these Specific Terms and the Service Provider's General Terms of Service, to the exclusion of any other terms issued by the Client, even those that have already been in force, subject to the special conditions expressly accepted by the Service Provider. In the event of inconsistencies between these Specific Terms and the Service Provider's General Terms and Conditions, the provisions of these Specific Terms shall prevail.

## 1. DEFINITIONS

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

- The distribution of messages (SMS, VSMS, RCS, email, voice messages, push notifications, instant messaging...),
- Provision of digital solutions (wallet solution, SMS game, Web & mobile and audiotel) including in particular:
  - The HighWAY CPaaS campaign management platform for delivering multi-channel mass campaigns by email, SMS, RCS, etc...
  - The web marketing application solution "MGS: Mobile Game Solution": solution for creating and implementing online contests, SMS+, Audiotel, and direct billing, created by the Service Provider and accessible on the <https://app.mgs.media.platform>
  - The mobile wallet management platform called "Wallet Pass " (hereinafter referred to as the "Software") used to generate on behalf of distributors or advertisers "Passes" (discount coupons, tickets, tickets, digital loyalty cards, etc.) intended to be stored in 'wallets', such as 'Apple Wallet' and 'Google Pay'.

The Marketing Services are provided in a multi-channel framework that may include SMS, email, RCS and voice messages.

Each distribution channel is subject to specific technical, operational, regulatory and pricing rules as specified in these Specific Terms and, where applicable, the associated contractual documents (quotes, purchase orders).

### 1.1 Definitions specific to the Email Service Benefits:

**Service Publisher:** Natural person or legally constituted legal entity who signs the Contract and is responsible for the Content to which the Service provides access. It will also be referred to as "Client" in the contract.

**Contractor:**

**End Client:** Refers to the natural person who receives a communication broadcast by the client through High Connexion services.

**User consent:** **User consent is any freely given, specific, informed and unambiguous indication** of his or her wishes by which the data subject, hereinafter referred to as a "consenting user", accepts, either by express declaration or by a clear affirmative action, the personal data concerning her is processed, in particular for the purpose of disseminating marketing messages.

**"Messaging Service"** means any service for the distribution, transmission or sending of messages, made available to the Customer by High Connexion, by any means whatsoever (electronic, digital or otherwise), and regardless of the channel used (SMS, email, RCS, voice message, instant messaging, ...).

**CPaaS Platform:** refers to the coherent set operated and maintained by the Publisher, including in particular:

- Application software provided as a SaaS (Software as a Service) service;
- The technical infrastructure, servers, hosting environments, storage and backup systems, as well as the network components necessary for their operation;
- Access interfaces (notably via the Internet), HighWAY APIs, administration and configuration tools made available to the Customer;
- Updates, patches, changes, and maintenances applied by the Publisher;
- And, if necessary, the associated documentation,

allowing the Customer to access and use the features of the solution remotely for its own needs, without local installation of software, in accordance with the conditions set out in the Contract.

**API:** Refers to the acronym "Application Programming Interface", which is translated into French as application programming interface or application programming interface. The API is an IT solution that allows external applications to communicate with our solutions and exchange services and/or data with each other. It is actually a set of functions that facilitate, via a programming language, access to the services of our solutions

**SMTP:** (Simple Mail Transfer Protocol) means a standard Internet communication

protocol, defined by the applicable RFCs, for the purpose of sending, relaying and transmitting electronic messages (emails) between email servers and/or between an email client and a sending server.

**SMPP:** (Short Message Peer-to-Peer) refers to a standard, open, and industry-recognized telecommunications protocol for the exchange of short messages (SMS) between an External Messaging Entity (ESME) and a Short Message Service Center (SMSC), via a persistent client-server connection over an IP network.

**Connector:** Existing software mechanism allowing the interconnection between a third party solution of the Client and the services of the Service Provider in order to broadcast messages, without developing a new API, provided, if necessary, an initial configuration.

**Email-to-SMS:** Email-to-SMS (also referred to as "Mail-to-SMS") means a service that allows the sending of SMS messages from an email, by automatically converting the electronic message into a mobile phone message via a gateway operated by the Provider.

**Service Platform:** Technical equipment and software from the Service Provider intended to process the sending and receipt of SMS and/or RCS messages as part of the operation of its SMS+ and RCS DCB Services, specifically from the web marketing application solution «MGS: Mobile Game Solution».

**Operation:** Transmission of information (SMS-MO, SMS-MT, RCS, emails, etc...) between the Service Platform and the CPaaS Platform.

**Technical Service Provider:** Subcontractor of the Service Publisher in charge of connecting the Service Platform to the Platforms of a category 1 mobile phone operator. The Technical Service Provider is therefore a third party to the SMS+ Contract.

**Technical Connection:** Physical connection via a packet transmission network between the CPaaS Platform or High Connexion's SMPP/ API and the Service Provider's Service Platform, allowing the Service Publisher to file on the Platform-forms CPaaS or MMS of the SMSMT in order to route them to the Users and on the other hand to receive therefrom SMSMO or MMS-MO from the Users.

**Advertising message: A promotional message intended to (i) encourage Opt-in Users to consume a good or service or (ii) highlight a company among these Users, a brand, an event or a product that does not have a direct link to the Publisher's SMS+ Service.**

**SMS/ email/ RCS or submitted message:** Any communication sent by the Customer to High Connexion, regardless of its format (notably SMS, email or RCS), with a view to its distribution to one or more recipients designated by the Customer.

**SMS/ email/ RCS or message sent:** Any communication transmitted by High Connexion, on behalf of the Customer, to the operator or electronic messaging service of the recipient(s), regardless of its format (in particular SMS, email or RCS), with a view to its distribution to one or more recipients designated by the Client.

**Email or Email:** An email is an electronic communication sent from one email address to another through an email system.

**VSMS:** Refers to a means of combating scam/phishing that verifies message by message that the content of the SMS is indeed addressed by the issuing company.

**Instant messaging:** refers to a mode of electronic communication that allows the exchange of messages in real time between two or more people connected to a network, most often the Internet. The exchanges are immediate and interactive, which distinguishes it from email (generally asynchronous). It mainly allows the sending of text messages, but also, depending on the tool, the sharing of files, images, videos or other content.

**RCS:** The RCS is an enhanced messaging service provided by Google, in which any message is sent through an authenticated RCS agent acting on behalf of the sender, in order to ensure the sending of unit or conversational communications intended for end users. It mainly allows the sending of text messages, but also, depending on the tools, the sharing of files, images, videos or other content.

**RCS Agent:** An RCS agent refers to the application account declared and authenticated by Google and/or eligible telecom operators, allowing for the delivery of enriched unit or conversational messages, as well as two-way interaction with users, in accordance with the operators' rules and applicable legal obligations.

**Voicemail (or "VMS") :** a prerecorded audio message that can be delivered to the recipient's voicemail (up to 30 seconds) or read automatically when the recipient picks up their phone.

**SMS (Short Message Service):** A GSM standard service for sending and receiving alphanumeric or binary messages on a mobile terminal.

**SMS-MO (Short Message Service Mobile Originated)** means an SMS sent by a User from a compatible Mobile Terminal.

**SMS-MT (Short Message Service Mobile Terminated)** means an SMS sent by a Service Publisher to a User's Mobile Terminal

**MSISDN (Mobile Station ISDN Number):** Mobile phone number of a user.

**Short number:** 5-digit short code identifying an SMS Service, reserved with the AF2M Association by the Service Publisher and then assigned to it by a mobile phone operator. The N° Court of the Service covered by the Contract is mentioned in the purchase orders.

**Shared Court:** Court assigned by the AF2M Association and the mobile phone operators to the Service Provider, who passes it on to its clients for the operation of the SMS services

Information transmitted by the CPaaS Platform or to the Service Platform at the express request of the Service Publisher, indicating the transmission status of an SMS-MT or MMS-MT.

**Operator:** Radio network operator. There are two categories of Operators:

- Category 1 operators directly operate their own radio telecommunications network open to the public and offer mobile radiocommunication services to the public using this network. To date, only Category 1 Operators are authorized to enter into contracts with Service Publishers for the purpose of listing a Service.
- Category 2 operators do not directly operate their own radio telecommunications network open to the public. They offer to the public mobile radiocommunication services using the network of Category 1 operators with whom they have concluded a contract called "MVNO". To date, Category 2 Operators are not intended to enter into contracts with Service Publishers for the purpose of referencing a Service.

**Roaming:** Connection to the network of a category 1 operator, different from the operator subscribing to the prepaid or post-paid service offer

## 1.2 Definitions specific to the provision of digital solutions (Pass Wallet)

**API:** Refers to the acronym "Application Programming Interface", which is translated into French as application programming interface or application programming interface. The API is an IT solution that allows external applications to communicate with our Wallet solution and exchange services and/or data with each other. It is actually a set of functions that facilitate, via a programming language, access to the services of our solution Wallet.

**Marketing Content:** Refers to any content provided by the Customer, notably as a promotional offer, advertisement or commercial message, in particular in the form of graphics, illustrations, photographs, texts and/or links, intended to be used by the Service Provider to generate the Passes according to the Client's specifications.

**Distribution Certificates:** Refers to a certificate generated by Apple (using an Apple Developer account), and Google (using the appropriate Google Pay account), required to create Passes, send push notifications and update Passes from the solution.

**End Customer:** Refers to the natural person who downloads a Pass from their smartphone and stores it in the Wallet.

**Apple Wallet:** means the digital wallet service operated by Google, linked to an end customer's Apple account and accessible through the Apple Wallet application, allowing the storage, management, secure use and remote update of digital content, as well as sending communications to the end customer, via compatible devices.

**Google Wallet:** means the digital wallet service operated by Google, linked to an end customer's Google account and accessible through the Google Wallet application, allowing the storage, management, secure use and remote updating of digital content, as well as sending communications to the end customer, via compatible devices.

**Device:** Refers to any smartphone whose operating system has the native application "Apple Wallet" and, if applicable, the application "GooglePay".

**Transaction link:** Refers to the URL that allows a consumer to add a transaction in the form of a pass in their smartphone wallet. The links of the offers can be diffused in the form of URL or through QR codes. Custom Passes require transaction links with tokens.

**Matrix:** Refers to the structure that describes updates between different Pass Templates following a Trigger. Example: the "Coupon" Matrix describes the relationships between the "active coupon" model, the "used coupon" model, and the "coupon use" Trigger.

**Pass Template:** Refers to the simplified and unified structure of Apple and Google templates. A template includes the fixed elements: logo, background colors, general conditions, and also customizable elements. Each pass model has a specific function – examples: active coupon, used coupon, invalid coupon, loyalty card, unused ticket, etc.

**Notification:** Refers to the message automatically sent to the end customer due to the detection of an event by the wallet.

**Operation:** Refers to the instance of a matrix implemented during a defined period and aimed at accessing a product or service.

**Pass:** Refers to the digital version of a: coupon, loyalty card, membership card, ticket, credit note, ... Compared to its paper version, the digital version has connected content. This content can be updated; notifications can inform the consumer when an update is made. The Pass follows the structure defined by a Pass Template.

**Generated Passes:** Number of Passes displayed on the end Customer's smartphone without being added to the Portfolio.

**Added Passes:** Number of Passes added to the End Customer Portfolio.

**Deleted Passes:** Number of Passes deleted from the End Customer Portfolio.

**Active Passes (cumulative data):** Overall number of End Customer Portfolio Passes that can be updated for a given campaign. The value is calculated as follows: Passes added - Passes deleted

**Wallet:** Refers to the technology designed and developed by Apple called Apple Wallet, and if applicable, that developed by Google called Google Pay, integrated by

default on smartphones, allowing the storage of Passes downloaded by an End Customer.

**QR Code:** Refers to a type of two-dimensional barcode, consisting of black modules arranged in a square with a white background. The arrangement of these points defines the information contained in the code.

**Template:** Refers to the set of elements and rules necessary for creating a pass as defined by Apple and Google.

**Token:** Designates a unique/personal code allowing access to a passunique/personal.

**Trigger:** Refers to the event that triggers the process of updating a Pass from one model to another. Examples of Trigger:

- The pass will update at a predefined date/time in the Wallet Pass platform or via the API
- The pass will update when an event or external condition is received via the API
- The pass will update after a predefined period has passed compared to an external event received via the API.

**URL:** Refers to the address of a site or hypertext page on Internet

**Critical incident :** This is a total service outage on all the Customer's Short Numbers; the High Connexion Platforms are inoperative or unusable and do not allow the Customer to use the services.

**Indirect sales:** The B2B2B indirect sales contract is a commercial sales contract concluded between professionals, forming part of a chain of successive contracts, by which a supplier markets its goods or services to a final professional client through one or more third-party companies, without a direct contractual link with the final client.

## 2. EXECUTION CONDITIONS SPECIFIC TO MARKETING ACTIVITIES

### 2.1 Terms specific to Courier Service Offerings:

#### Exploitation

The Provider undertakes to :

- Ensure the quality and operational continuity of its platform
- Make available the Web Service allowing dialogue between the application hosted at the CLIENT and the Provider's Platform.
- Ensure the receipt of messages and their transmission to the Operator Platforms or electronic messaging systems as soon as possible. It is specified that the Provider's CPaaS Platform operates according to a standard rate class.
- Save the message data for a period of two months after the payment of the corresponding invoices and/or payments in month M.

To this end, the Service Provider ensures the maintenance and monitoring of its Platform and, if necessary, carries out backup operations. For all preventive maintenance operations of the Platform that may result in a scheduled service interruption, the Service Provider will inform the client by email, communicating the dates and times of the interruption, as well as the duration of the interruption at least 24 hours in advance. For any corrective maintenance operation requiring immediate intervention, the Service Provider will inform the Client by email as soon as possible. The Service Provider undertakes to keep the Customer informed of any incident relating to the Courier Service as soon as possible and to send him an incident report within two business days following the occurrence of the incident. It is understood by incident:

- Any unscheduled interruption of the Client's email service;
- Any exceeding of the scheduled duration during a scheduled interruption of the Email Service;
- Any disruption of the Mail Service related to equipment malfunction. The Service Provider undertakes to monitor the evolution of attendance on the Client's Services and to optimally adapt its human and material resources in order to ensure the requested quality of service. During the provision of a Web Service tool, the Service Provider will not, in any case, be held responsible for failures that may occur on the infrastructure (hardware and software) of the Client.

#### Interfacing with a third-party solution

As part of the use of the Solution, High Connexion makes available to the Customer various technical interfacing solutions intended to allow the integration of the Solution with third-party applications, services, software or platforms, notably via APIs, standard protocols such as SMTP or SMPP, connectors, flat file import mechanisms, or Email-to-SMS services (hereinafter referred to as "Integration Modes").

These Integration Modes are proposed in order to meet the diversity of the Client's needs, technical constraints and environments. They are supplied as is, subject to their availability, their compatibility with the third-party solutions concerned and compliance by the Client with the technical prerequisites defined by High Connexion.

High Connexion undertakes to do its best efforts to keep the available Integration Modes up to date and operational. However, the Customer acknowledges that their proper functioning may depend on services, protocols, infrastructure, software or platforms published by third parties, whose technical, functional, regulatory or contractual developments are beyond the control of High Connexion.

Consequently, High Connexion does not guarantee the continuous availability, durability, or absence of error of the Integration Modes, and cannot be held responsible for any malfunction, performance degradation, or unavailability resulting from a change, a failure or interruption of a service or a third-party solution.

The Customer is expressly informed that the implementation, configuration, installation and operation of the Integration Modes within its own systems or third-party solutions are carried out under its exclusive responsibility, either directly by it, or by a third-party

service provider whom he has commissioned. As such, High Connexion cannot be held responsible for poor integration, non-compliant use or faulty configuration that may affect the operation, security, availability or overall quality of the Solution.

The use of certain Integration Modes may require the prior signing by the Client of a separate contract with a third-party supplier and compliance with the general terms and conditions specific to the latter, over which High Connexion has no control and for which it assumes no responsibility.

High Connexion reserves the right to modify, suspend or remove all or part of the Onboarding Modes, particularly in case of technical changes, security constraints, modification of a third-party service, or termination of partnership, subject to informing the Client within a reasonable period of time when possible.

The data exchanged via the Integration Modes remains the responsibility of the Client, who guarantees to have all rights, the necessary authorizations and legal bases for their transmission and processing in connection with the use of the Solution and the third-party services concerned.

### High Connection Customer Service

The Service Provider is committed for the entire duration of the service, to provide the Client and End Users with a French-speaking customer service department equipped with technical and human resources as well as the necessary skills to respond adequately to any request for information or any complaint from Users, that it reaches him directly or through the Operators. This customer service can be contacted via <https://highservices.hcnx.eu>, [platform on business days, from Monday to Friday from 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 6:00 p.m. and on non-business days by leaving a voicemail message by phone at 01 70 99 36 70 for topics considered to be critical anomalies.](#)

### Unsubscribing

The Customer is solely responsible for taking into account and managing the right to object of a user who has expressed his or her wish, in particular by using an opt-out system specific to the communication channel used.

### International

The Service Provider has different types of routing. Each configuration applies per SMS account. Our configurations:

- HQ (high quality): brings together all our direct connections (France, DOMTOM, Caribbean, Europe, West Africa)
- World: All our direct connections and our so-called quality international agreements on all countries.
- Wholesale: Lower quality route but advantageous rates. No support. Avoid OTP traffic

For routing, our customers are asked to submit the numbers with the country code. These elements are provided by the Service Provider in the price list. To find out the routing recommendations in each country, it is strongly recommended to contact the Service Provider. Operator and political regulations may be required to change without the Service Provider or its suppliers being informed. Some operators require a prior declaration from issuers. For the routing to be carried out correctly, the Service Provider has authorized generic issuers (e.g. "InfoSMS") which will automatically replace undeclared issuers. In addition, some countries have a content discovery process (text sender, traffic type, client...). In this context, the following countries will be opened only at the client's request (non-exhaustive list): United States, Canada, China, South Korea.

### Adherence to best practices and acceptance of third-party terms of service:

The client undertakes to take cognizance of, and remain informed of, changes in best practices and third-party service conditions, as well as to comply with them scrupulously, in particular and in a non-exhaustive manner:

- If the service includes message delivery to SMS, RCS, and voicemail operators
  - <https://www.francenum.gouv.fr/guides-et-conseils/developpement-commercial/outils-de-developpement-des-ventes/10-bonnes-pratiquesDigitalRange> - <https://www.francenum.gouv.fr/guides-et-conseils/developpement-commercial/outils-de-developpement-des-ventes/10-bonnes-pratiques>
- AF2M - Charter for the dissemination of messages to operators (SMS, RCS, Time2Chat): <https://af2m.org/nouvelle-charte-af2m-business-messaging/>
- Google - Conditions d'utilisation du service RCS : <https://developers.google.com/business-communications/rcs-business-messaging/terms-and-policies/tos/index-20241009?hl=fr>
- In the event of use of the messaging service for the purpose of prospecting by electronic means (email, SMS, MMS, automated messages), the ePrivacy Directive & Postal and electronic communications code (CPCE) and more specifically Article L34-5 of the CPCE (transposition of the ePrivacy Directive).
- If the service includes commercial prospecting by SMS (B to C or B to B): <https://www.cnil.fr/fr/la-prospection-commerciale-par-sms-mms>
- If the service includes email – MAAWG - MAAWG Code of Conduct: [https://www.m3aawg.org/sites/default/files/doc\\_files/French-MAAWG\\_Code\\_of\\_Conduct\\_for\\_Messaging\\_System\\_Operators.pdf](https://www.m3aawg.org/sites/default/files/doc_files/French-MAAWG_Code_of_Conduct_for_Messaging_System_Operators.pdf) [documentary database https://www.m3aawg.org/AboutUsResources](https://www.m3aawg.org/AboutUsResources)
- If the service includes SMS+: AF2M - General Terms and Conditions for SMS+ Services: <https://af2m.org/wp-content/uploads/2020/06/CGS-SMS-20-juin-2020.pdf>

- If the service includes instant messaging:
    - WhatsApp - Conditions d'utilisation de WhatsApp  
Business : [https://www.whatsapp.com/legal/business-terms?lang=fr\\_FR](https://www.whatsapp.com/legal/business-terms?lang=fr_FR)
    - Meta - Terms of Service: [https://www.facebook.com/terms/?locale=fr\\_FR](https://www.facebook.com/terms/?locale=fr_FR)
  - And, more generally, the local regulations governing end customers in force.
- Best practices related to data management are specified in the personal data management contract (DPA).

### In the case of indirect sales:

In the event of indirect sales, the Customer is solely responsible for ensuring that its end customers accept and comply with the applicable terms of service, including third-party terms of service. It is also responsible for providing the necessary support to its clients in order to ensure that the quality of High Connexion's email service and its overall deliverability are maintained. The Customer assumes full responsibility vis-à-vis High Connexion for the consequences resulting from a breach by its end customers of these obligations.

### Responsibility of the customer for the content of messages and the use of messaging services:

The Customer acknowledges and accepts, without reservation, that it is solely responsible for the content of messages, communications and data that it broadcasts, transmits or makes available through the services provided by High Connexion, regardless of their nature, format or purpose. As such, the Client guarantees that the content disseminated complies with current regulations, third-party rights, as well as good practices and usage rules as defined in this document and, where applicable, in any associated contractual or technical documentation. The Customer further acknowledges that High Connexion acts as a mere technical service provider and has no prior control over the content of messages sent by the Customer. Consequently, the Client undertakes to bear all consequences, including financial ones, resulting from:

- Any claim, action, penalty or sanction issued by telecommunications operators, administrative or judicial authorities, or electronic messaging services,
- And, more generally, any legal action related to the content distributed or to non-compliance with the best practices mentioned above.

High Connexion reserves the right to re-invoice the client for any penalty, costs, damages, interests or expenses of any kind whatsoever that would be borne by High Connexion due to the content of the messages sent by the Client or their non-compliance with contractual and legal obligations. In this situation, the client undertakes to take all necessary actions to indemnify High Connexion in case of any impact on its reputation.

### 2.2 Specific terms and conditions for the provision of digital solutions (MGS)

As part of the provision of digital solutions (MGS), the Client undertakes to comply with the Service Provider's recommendations. The Client declares that it is informed of the laws and regulations in force, including any ethical charters that may apply to its activity and the Service, and undertakes to comply with them scrupulously:

- SMS+ : <https://af2m.org/chartes-smsplus/>
- SVA + : <https://af2m.org/rd-sva/>
- Internet + mobile: <https://af2m.org/chartes-internetplus/>
- Messaging: <https://af2m.org/charte-business-messaging/>
- RCS : <https://developers.google.com/business-communications/rcs-business-messaging/terms-and-policies/tos/index-20241009?hl=fr>

### 2.3 Specific terms and conditions for the provision of digital solutions (Pass Wallet)

The Service Provider offers a product called "Wallet Pass" which is marketed under three (3) options described below. The commercial option chosen by the client will be specified in the quote:

#### Option 1: Prestation « Wallet pass – Full service »

In full service delivery, the Client defines actions to be carried out in a brief that he transmits to the Provider for completion. Prior to completion, the Service Provider's teams will specify the implementation schedule to the Client and will validate with the latter the operational and technical feasibility. The Service Provider undertakes to carry out, on behalf of the Client and in accordance with its specifications, the creation and management of its downloadable Passes by the final Clients, notably:

- The creation and provision of Passes to the Client in accordance with their requests,
- The creation and communication to the Client of the URL links necessary for the download of Passes by end Clients on their smartphones,
- The modification and edition of Passes in accordance with the Client's expectations,
- The number, frequency and presentation of the content of "push" notifications sent to end customers according to the Client's specifications,
- The sending of iOS "push" notifications to end customers,
- The reporting of data generated by campaigns launched by the Client via Passes.

As part of the task of creating and managing Passes on behalf of the Client, the Service Provider's staff assigned to performing the Services will remain under the full and exclusive responsibility of the Service Provider, who is solely entitled to issue directives and instructions. The customer understands and accepts without reservation that:

- A period of 7 business days is required for the design of a Pass Wallet in full

Service mode by the Service Provider's teams, upon receipt of a brief validated by the client and confirmed as complete by the Service Provider's teams.

- The campaign management rate includes 2 BAT round trips for each operation and, if they are exceeded, these will be charged.
- The client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow for the initial configuration of the solution.

**Option 2: Self-Service Service via the use of "Wallet pass – Connector"** Self-service service via "Wallet pass – Connector", the Service Provider provides the Client with APIs allowing it to independently use the features offered from a third-party tool of which it has use. The Service Provider undertakes to carry out on behalf of the Client and in accordance with its specifications:

- The implementation (setup) of the Wallet pass platform with the Client in accordance with the financial conditions,
- The provision to the Customer of API documentation as well as 4 hours of support in using the API,
- The creation and provision to the Client of a proper API access key,
- The creation and provision to the Client of a certain number of Matrices and Pass Templates in accordance with the financial conditions,

The Client understands and accepts without reservation that :

- He must carry out a technical integration into a third-party tool allowing the complete management of the Mobile Wallet via the APIs provided by the Service Provider.
- Any costs related to the integration of APIs in a third-party tool provided by the Service Provider are borne exclusively by it.
- The client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow for the initial configuration of the solution.

**Option 3: Self-Service Service via the use of "Wallet Pass – Platform"** . For self-service services via "Wallet Pass – Platform", the Provider will provide the Customer with a mobile wallet management platform. In the conditions of this commercial offer, the Customer may benefit from "Wallet pass – Connector" if he requests it. The Service Provider undertakes to provide the Client with a platform, accessible via a browser, allowing the management of mobile wallet campaigns, in accordance with the specifications, and to ensure:

- The implementation (setup) of the Wallet pass platform with the Client in accordance with the financial conditions;
- The provision to the Client of API documentation as well as 2 hours of training regarding the use of the API or the platform provided by the Service Provider for the management of the Mobile Wallet;
- The creation and provision to the Client of a proper API access key;
- The creation and provision to the Client of a number of Matrices and Pass Templates in accordance with the financial conditions;

The client understands and accepts without reservation that :

- Any costs related to the integration of the APIs offered by "Wallet pass – Connector" into a third-party tool provided by the Service Provider are borne exclusively by it.
- The client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow for the initial configuration of the solution.

### Exploitation

The Service Provider ensures the hosting of the internet service for an internetvariable transit based on the volume of active passes generated and undertakes solely within the framework of its obligation of means, to make its best efforts to maintain the quality and continuity of operation of its Platform. To this end, the Service Provider ensures the maintenance and monitoring of its Platform and, if necessary, carries out backup operations.

For all preventive maintenance operations on the platform that may result in a scheduled service interruption, the Service Provider shall inform the Client by any written means, providing it with the dates and times of the interruption, and the duration of the interruption at least 24 hours in advance. For any corrective maintenance operation requiring immediate intervention, the Service Provider shall inform the Client by all means as soon as possible. The Service Provider undertakes to keep the Client informed of any incident relating to the Service as soon as possible and to send him an incident report within two business days following the occurrence of the incident. It is understood by incident:

- Any unscheduled interruption of the Client's service;
- Any exceeding of the scheduled duration during a scheduled service interruption;
- Any service disruption related to equipment malfunction. At the same time, the

Service Provider undertakes to provide a "Guaranteed Intervention Time" (GTI) defined according to the following criteria:

- Acknowledgment of receipt of a request submitted on an "incident ticket" form made available to the Customer within 30 minutes (24/7)
- Acknowledgment of the start of intervention (including remote intervention) on the application, within three (3) business hours, from Monday to Friday from 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 6:00 p.m.

The means of reporting are specified in a document entitled "Support Procedure" provided by the Service Provider to the Client. This service level commitment does not cover:

- Malfunctions or modifications occurring on the Customer's computer network that alter the operating mode and engineering rules recommended by the Service Provider for the proper functioning of the services.

- Technical incidents and/or downtime that may occur on the data and voice networks of the Service Provider's operators, the Client or the Client's clients.

### Reporting

The following reports are produced for each type of Pass :

- "generated Passes" - "number of Passes displayed on the end Customer's smartphone without being added to the Portfolio."
- "pass added" - "number of Passes added to the End Customer Portfolio."
- "deleted pass" - "number of Passes removed from End Customer Portfolio."
- "active Passes (cumulative data)" - "overall number of End Customer Portfolio Passes that can be updated for a given campaign. The value is calculated as follows: pass added - pass deleted "

### Solutions and applications

The Customer expressly acknowledges that the use of the Mobile Wallet solution is based on technology and software solutions developed by Apple and, where applicable, Google (i.e. the Wallets) which determines, at its sole discretion, the developments and rules of use. Under these conditions, the Client expressly accepts that the Service Provider's liability may in no case be incurred if the Service Provider was unable to perform all or part of the Services and, more generally, to fulfill its obligations under the Contract, notably for one or more several of the following reasons:

- Modification in whole or in part of the technology or applications of the company Apple, and where applicable of the company Google;
- Changes to the terms of use for technology or applications from Apple and, if applicable, from Google;
- Request made by the company Apple, and if applicable the company Google, to the Service Provider to stop using all or part of its technology, for any reason whatsoever and regardless of whether the prohibition is legally justified;

- Changes made by Apple, and where applicable Google, regarding the Devices (including but not limited to different versions of the OS).

#### **Financial obligations**

The Provider undertakes to :

- Make its best efforts to update its software and adapt its Solution to the evolution of technology (notably to new operating systems) and/or applications from Apple, and where applicable from Google (i.e. Portfolios), without this commitment cannot be interpreted as an obligation for the Service Provider to undertake investments in research and development;
- Advise the Client on the format and presentation of their Passes according to their objectives and assist them in adapting and defining their marketing content in mobile format;

Make every effort to set up the client's certificates, or, failing that, the High Connexion certificates with the client's approval. In the case of using High Connexion certificates, the client unreservedly accepts that connection to the passes is technically and legally the property of High Connexion and will be non-transferable.

#### **Obligations of the Client**

The Client undertakes to :

- Obtain from the company Apple, and if applicable the company Google, and make available to the Service Provider, the appropriate Distribution Certificates necessary for the creation and distribution of Passes, bearing the related costs. The Service Provider may use its Distribution Certificates only for Client training/internal testing. The Service Provider's Certificates may not be used for other reasons;
- Comply with the rules and policies imposed by Apple, and where applicable Google, in relation to the use of Wallets;
- Provide its end customers with URL links, generated by the Software, allowing them to download and install the Passes on their smartphones;
- Provide the Service Provider with all information and documents useful for carrying out the Services, particularly in view of the service related to managing Passes on their behalf, including the number and frequency of push notifications  
» ;
- As part of a full service service, transmit in a format agreed between the Parties and accepted by the Provider, the Marketing Content and the specifications of its Passes at least five (5) working days before the start date of a campaign. Failing this, the Service Provider may, without justification, postpone the start date of said campaign or even refuse its activation;
- The client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow for the initial configuration of the solution.

It is agreed that :

- The acquisition of certificates is the sole responsibility of the Client,
- Matrices can include one or more Pass Models and none or several Triggers,
- The creation of a matrix is strictly limited to the implementation of Pass Models as designed by the Client. Once used as part of an operation, the Matrix cannot contain modifications.
- It is agreed that the volume of sending notifications and updating passes is included in the Service Provider's offer but is subject to the marketing pressure limitation rules applied by Google and Apple.
- That the rates do not include the fees related to the distribution of the links for adding the pass.

### **3. FINANCIAL CONDITIONS SPECIFIC TO COURIER SERVICE SERVICES**

Invoices under 15 euros including tax will be deferred for payment on the next invoice. However, an annual operation in December will allow the Client who has not exceeded this threshold to obtain payment of what is due to him. Commissioning fees are invoiced and payable with the order. Monthly consumption is billed in the first week of each month. For variable courier service fees, at the beginning of each month, the Service Provider will issue an invoice for the actual consumption of the previous month (M-1). The Service Provider may include a filter on the technical accounts to detect messages considered as spam/phishing. These SMS are blocked at the level of the Service Provider and are billed to the client according to the rate agreed with the client.

If the agreed or recorded sale price generates a negative margin, the service provider reserves the right to automatically increase the customer's rate on the network or country concerned according to the formula for calculating the minimum guaranteed price: "purchase price +30%". Regarding SMS, RCS and voicemail channels, as soon as a destination is opened and traffic is recorded on an operator of this destination who has not been identified by quote, it will be billed according to the formula indicated above (purchase rate +30%). If the customer sends us invalid numbers, the rate applied will be 0.08 euros per message. On the SMS channel, the United States, Canada, China, and South Korea are not open by standard (customers are invited to contact their account manager to proceed with their openings).