

GENERAL TERMS AND CONDITIONS

AIRSAAS

1. Company Identification

The company Airsaas (the "Company") is a French simplified joint stock company registered with the Toulouse Trade and Companies Register under number 893 294 991, with its registered office at 231, rue Pierre et Marie Curie, 31670 Labège.

The Company can be contacted at the following email address: Legal@airsaas.io.

2. Services

Through a platform (the "Platform"), the Company offers its customers (the "Customers") "project reporting" services, enabling companies to manage their projects (the "Projects"), as well as a tool for referencing and searching for SaaS solutions available on the market (the "Tool") (hereinafter the "SaaS Services").

The Company also offers its Customers consulting and customized support services to train Customers in the use of the Platform and optimize the use of the SaaS Services (the "Related Services").

Together, these are referred to as the "Services."

The Services are listed, on a non-exhaustive basis, on the Company's website, accessible at the following address: <https://www.airsaas.io/fr>.

3. Contractual documents

The contractual relationship is governed exclusively by the Quote and the General Terms and Conditions, to the exclusion of any general terms and conditions subsequently communicated by the Customer.

The contractual relationship between the Customer and the Company is governed, in descending order of priority, by the following documents:

The quote (the "Quote")	• It is drawn up on the basis of the Customer's needs • The Customer must return it, by any written means (including email) signed (including electronic signature) within two months of its issue, unless otherwise stated in the Quote. This acceptance constitutes acceptance of the General Terms and Conditions in their version in force on the date of the Quote • In the event of any contradiction, the Quote shall prevail over the General Terms and Conditions and the purchase order(s) • In the event of any contradiction, the most recent Quote shall prevail over the older one(s)
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The general terms and conditions (the "General Terms and Conditions")	They define the terms and conditions of use of the Services and the respective obligations of the parties. They are accessible via a direct link at the bottom of the Platform page.
The purchase order(s)	The Quote may be followed by the issuance of purchase order(s) which must be validated by the Company.

4. Conditions of access to the Services

(i) The Customer is a legal entity acting through a natural person with the power or authority to enter into contracts on behalf of and for the account of the Customer.

(ii) The Customer is a professional, understood as any natural or legal person acting for purposes relating to their commercial, industrial, craft, liberal or agricultural activity, including when acting in the name or on behalf of another professional.

5. Terms and conditions for subscribing to the Services

5.1. SaaS Services

The Customer must:

- complete the form provided for this purpose on the Platform,
- or be registered on one of the third-party sites indicated on the Platform, use their login details for the selected third-party site. It expressly authorizes the Company to access its account data on the third-party site concerned.

The Customer must provide the Company with all information marked as mandatory.

Registration results in the Company opening an account in the Customer's name (the "Account") and creating initial access for the Customer as an administrator (the "Administrator"), which allows the Customer to access the SaaS Services using its login ID and password.

The Customer expressly acknowledges that any Administrator is deemed to have the authority to bind the company they represent, in particular to approve the activation of the artificial intelligence features and the associated sub-processing as described in the section "Use of Artificial Intelligence." Any activation carried out by an Administrator shall constitute acceptance of such processing on behalf of and for the account of the Customer.

5.2. Related Services

With regard to Related Services specifically, these shall be requested by the Customer from the Company.

The Company will review the Customer's request and provide a Quote tailored to the Customer's specific needs.

6. Terms and conditions of access to SaaS Services

For the terms and conditions of access to SaaS Services, once the Account has been created, the Customer, through the Administrator, may freely create access for users (the "Users," the Administrator also being considered a User) within the limit of the number subscribed.

The Customer is solely responsible for creating access for Users, setting their access rights, and their personal use of the Platform.

The Customer may access the Services:

- by going directly to the Platform,
- through an API that the Company makes available to the Customer and which the Customer must integrate into its computer system. The link to access the API and the related integration documentation are indicated on the Platform. The Customer will then access the Services by issuing calls (the "Calls").

7. Description of the Services

7.1. SaaS Services

The Customer acknowledges:

- that it has read and understood the characteristics and constraints, in particular the technical characteristics and constraints, of the SaaS Services,
- that the implementation of the SaaS Services requires an internet connection and that the quality of the SaaS Services depends on this connection, for which the Company is not responsible.

The SaaS Services to which the Customer has subscribed are described in the Quote.

The Customer has access to the following Services in particular:

- Services known as "project reporting," enabling companies to manage their digital transformation. More specifically, the Platform offers a project management tool with a dashboard allowing the Customer to view its current Projects, their description, their progress, the various milestones and expected gains, the budget allocated to the project, and to discuss decisions to be made and risks with other stakeholders in a given Project;
- A Tool that lists and allows Users to search for SaaS solutions provided by third-party companies that meet the Customer's needs, with each solution accompanied by a summary description;
- Articles and podcasts to share the Company's thoughts on organizational transformation.

7.2. Related Services

At the Customer's request, the Company may provide Related Services, including but not limited to:

- Scoping services for Customers, including:
 - Workshops to identify strategic points and adapt the SaaS Services to the Customer's needs;
 - Drafting a roadmap for the integration of SaaS Services to specifically meet the Customer's needs.

- Training and follow-up services for SaaS Services, including in particular:
 - Training workshops for the Customer's teams on the Platform and Tools;
 - Configuration of the Platform specific to and tailored to the Customer's needs.

The list, operational details, and price of the Related Services subscribed to by the Customer are indicated in the Quote.

7.3. Additional Services

The Company reserves the right to offer the Customer any other services not listed in these General Terms and Conditions. Any request to subscribe to additional services must be the subject of an additional Quote approved by both parties.

8. Maintenance, Hosting, Support

- Maintenance:

During the term of the SaaS Services, the Customer shall benefit from maintenance, including corrective and upgrade maintenance. In this context, access to the Platform may be limited or suspended.

With regard to corrective maintenance, the Company shall use its best efforts to provide the Customer with corrective maintenance to correct any malfunction or bug detected on the Platform.

With regard to upgrade maintenance, the Customer shall benefit from upgrade maintenance for the duration of the SaaS Services, which the Company may carry out automatically and without prior notice, and which includes the addition and/or improvement of the Platform's functionalities and/or technical installations used in connection with the Platform (aimed at introducing minor or major extensions).

Access to the Platform may also be limited or suspended for scheduled maintenance, which may include corrective or evolutionary maintenance services.

- Hosting:

The Company shall, under a best-efforts obligation, host the Platform and the data produced and/or entered by/on the Platform through a professional hosting provider and on servers located in the European Union.

- Technical assistance:

In the event of any difficulties encountered when using the Services, the Customer may contact the Company directly, Monday to Friday, excluding non-working days and public holidays, from 8 a.m. to 6 p.m., via the dedicated chat service on the Platform.

9. Use of Artificial Intelligence

As part of the provision of its SaaS Services, the Company makes available to the Customer certain optional features based on artificial intelligence technologies ("AI") developed and operated by third-party providers.

The use of these features is activated solely at the Customer's request within its workspace. Such activation may only be carried out by a user with Administrator status. AI enables the Customer to benefit from features such as drafting assistance, text generation, summarization, classification or information synthesis in the context of managing its Projects or using the Tool.

The data processed for this purpose consists of the data entered by Users (free-text, audio or uploaded documents). Such data is transmitted to the AI providers solely for the purpose of executing the Customer's request, as a one-off processing operation, without any retention, reuse or training of the models.

The data transmitted in connection with the use of AI is not anonymized or aggregated by the Company. No Customer data is used to refine, improve or train the AI models.

The content generated by the AI as part of the Services remains the exclusive property of the Customer. The Company does not claim any ownership or usage rights over such content and does not exploit it for any other purpose.

The Customer acknowledges that any artificial intelligence system may present biases inherent in its design or training data, which may influence the results generated. The Company shall not be held liable for any biases, errors or consequences arising from the use of content generated by the Customer through the AI features.

Nevertheless, the Company shall use its best efforts to identify and correct any biases detected in the underlying AI systems, in particular by:

- performing regular performance and fairness audits of the models used; and
- implementing, in cooperation with its AI providers, any necessary corrective measures when significant biases are identified.

10. Duration of subscription to the Services

10.1. Duration of SaaS Services

The Customer subscribes to the SaaS Services by purchasing a certain number of User licenses (a "Pack") from the Company.

If the Customer wishes to increase the number of User licenses, it must subscribe to a new Pack, which will be added to the Pack(s) already subscribed to.

Unless otherwise specified in the Quote, the first Pack subscribed to by the Customer shall commence on the date of its subscription for an initial period of 1 year.

Subsequent Packs (i.e., beyond the first) shall commence on the date of their subscription for the period remaining until the renewal of the first Pack.

Packs correspond to a number of User licenses (the "User Licenses").

Unless otherwise specified in the Quote, the User Licenses included in the Packs are automatically renewed for successive one-year periods (together with the initial period, the "Periods"), from date to date.

The Customer may terminate some or all of the User Licenses under the conditions set out in the article "Termination of User Licenses, End of Services."

For example, the Customer subscribes to a first Pack on January 1, 2022, including 10 User Licenses, then to a second Pack on April 1, 2023, including 20 User Licenses:

- The initial period of the first Pack is from January 1 2022 to December 31, 2022, and is then tacitly renewed on January 1 of each year for annual periods.
- The initial period of the second Pack is from April 1 2023, to December 31, 2023, and is then tacitly renewed on January 1 of each year for annual periods.
- The Customer may terminate all or part of its User Licenses prior to tacit renewal (under the conditions described in the article "Termination of User Licenses, End of Services").

10.2. Duration of Related Services

With specific regard to Related Services, these are performed in accordance with the duration indicated in the Quote, determined according to the Customer's specific needs.

The Related Services are provided for a fixed term, without tacit renewal or the possibility of unilateral termination by the Customer, unless otherwise specified in the Quote.

11. Financial Terms

11.1. Price of Services

The prices of the Services subscribed to by the Customer are indicated in the Quote.

Any Period that has begun is payable in full.

The Company is free to offer promotional offers or price reductions.

Prices may be revised at any time under the conditions set out in the article "Modifications to the General Terms and Conditions."

11.2. Billing and payment terms

The Company shall send the Customer an invoice at the beginning of the Period by any appropriate means.

Payment shall be made on the date of subscription to each Pack, then on each renewal date, by bank transfer to the account details indicated on the Company's invoices or, once the feature is available, by direct debit.

For Related Services, the billing terms are set out in the Quote. Unless otherwise specified, payment shall be made on the date of subscription to the Related Services, by bank transfer to the account details indicated on the Company's invoices or, once the feature is available, by direct debit.

The Customer guarantees to the Company that it has the necessary authorizations to use this payment method.

For Packs subscribed to after the first Pack, the Quote shall indicate the price due for a period of 12 months. However, for the initial Period, the Customer shall only be liable to the Company for the pro rata price (calculated on the number of days of use of the Platform).

For example:

- the Customer subscribed to a first Pack on January 1, 2022, and to a second Pack on April 1, 2023. The initial Period of the second Pack is therefore from April 1 to December 31, 2023, and is tacitly renewed from January 1 to December 31, 2024.
- The Quote for the second Pack indicates the annual price, for example €300 excluding tax per year.
- However, for the first Period of the second Pack, the Customer will only be billed for the period from April 1, 2023, to December 31, 2023, i.e., for 275 days of use, which corresponds to $300 * 275 / 365$, or €226 excluding tax.
- Upon renewal, the Customer will be billed at the beginning of the Period for 300 euros excluding tax.

In the event that the Company must pay the Customer a sum of money whose amount and payability are not disputed, this sum shall be offset automatically and without formality against the price of its Services, whether or not the conditions for statutory set-off are met.

11.3. Late or non-payment

In the event of default or late payment, the Company reserves the right, from the day after the due date stated on the invoice, to:

- immediately suspend the Services in progress until full payment of the sums due,
- charge interest on arrears equal to three times the French legal interest rate on the amount unpaid on the due date, plus a fixed compensation of €40 for collection costs, without prejudice to additional compensation if the collection costs actually incurred exceed this amount.

12. Property

12.1. Intellectual property on the Platform

The Platform is the property of the Company, as are the software, infrastructure, databases, and content of any kind (text, images, visuals, music, logos, trademarks, etc.) that it uses. They are protected by all intellectual property rights or database producer rights in force. The User Licenses that the Company grants to the Customer do not entail any transfer of ownership.

The Customer and Users are granted a non-exclusive, non-transferable SaaS license to use the Platform for the term specified in the " Duration of subscription to the Services " section.

12.2. Intellectual property rights over Related Services

The data, documents, deliverables and content of any kind delivered by the Company in connection with the performance of the Related Services and communicated to the Customer are protected by all intellectual property rights or database producer rights in force.

Any disassembly, decompilation, decryption, extraction, reuse, copying and, more generally, any acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, when such acts are not necessary for the performance of the Related Services, or have not been previously authorized by the Company, are strictly prohibited.

Where applicable, the Customer shall only benefit under these terms and conditions from a license to use the elements to which it may have had access or which will be transmitted to it by the Company, for the duration of the Quote and for the sole purpose of executing the Quote.

12.3. Ownership of data transmitted by the Customer

The User remains the sole owner of the data produced and/or entered on the Platform in connection with the Services.

However, the Customer is informed that such data may be used by the Company for the purposes of monitoring and improving the performance of the Services, provided that it is anonymized. For example, the Company may use anonymized data relating to the budget allocated by the Customer for the acquisition of a software solution in order to identify trends by sector.

13. Commercial references

Unless expressly authorized in advance in writing, the parties may not use their respective names, trademarks, and logos, or references to their websites, as commercial references.

14. Obligations and liability of the Customer

14.1. Regarding the provision of information

The Customer undertakes to provide the Company with all information necessary for the subscription and use of the Services.

14.2. Regarding the Customer Account

The Customer:

- guarantees that the information provided in the form is accurate and undertakes to update it,
- acknowledges that this information constitutes proof of its identity and is bound upon its validation,
- is responsible for maintaining the confidentiality and security of its username and password. Any access to the Platform using these details shall be deemed to have been made by the Customer.

The Customer must immediately contact the Company at the contact details mentioned in the "Company Identification" section if it notices that its Account has been used without its knowledge. It acknowledges that the Company will have the right to take all appropriate measures in such cases.

The Customer is solely responsible for creating access for Users and setting their access rights.

14.3. Regarding the use of the Services

The Customer is responsible for its use of the Services and for any information it shares in this context. It is also responsible for the use of the SaaS Services and for any information shared by Users. It undertakes to ensure that the Services are used exclusively by it and/or the Users, who are subject to the same obligations as the Customer is in their use of the Services.

The Customer shall refrain from misusing the Services for purposes other than those for which they were designed, and in particular for:

- engage in illegal or fraudulent activity,
- undermine public order and morality,
- harm third parties or their rights in any way whatsoever,
- violate any contractual, legislative or regulatory provision,
- engage in any activity that interferes with a third party's computer system, in particular for the purpose of violating its integrity or security,
- carry out maneuvers aimed at promoting its services and/or sites or those of a third party,
- assisting or encouraging a third party to commit one or more of the acts or activities listed above.

The Customer also agrees not to:

- copy, modify or misappropriate any element belonging to the Company or any concept that it uses in connection with the Services,
- adopt any behavior that interferes with or misuses the Company's computer systems or compromises its IT security measures,
- infringe upon the financial, commercial or moral rights and interests of the Company,
- market, transfer or give access in any way whatsoever to the Services, the information hosted on the Platform or any element belonging to the Company.

The Customer is responsible for the content of any kind that it disseminates on the Platform in connection with the Services (the "Content"). It accepts that the Content may be viewed by other Users.

The Customer shall refrain from disseminating any Content (this list is not exhaustive):

- that is contrary to public order and morality (pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist),
- that infringes the rights of third parties (infringing content, infringement of personality rights, etc.) and more generally violates a contractual, legislative or regulatory provision,
- harmful to third parties in any way whatsoever,
- false, misleading or promoting illegal, fraudulent or deceptive activities,
- harmful to the computer systems of third parties.

The Customer is responsible for its Users. It undertakes to ensure that they act with discernment and observe the usual rules of politeness and courtesy in their exchanges.

The Customer acknowledges that if it or the Users make:

- more than 5 Calls per second;
- more than 60 calls per minute;
- more than 1,000 calls per day

Access to the Platform will be suspended for the period specified on the Platform.

The Customer is informed that any answers, suggestions or results generated through the AI-powered Services:

- are produced automatically by language models;
- may contain errors, inaccuracies or biases;
- reflect the state of knowledge of the models at the time of their use; and
- may evolve over time as the underlying systems are improved.

It is the responsibility of the Customer and its Users to exercise appropriate judgment when interpreting and using the information generated by these features. The Company does not intend for its Platform to be used in connection with activities or processing operations that qualify as “high-risk” within the meaning of the European Artificial Intelligence Regulation.

Accordingly, the Customer shall refrain from:

- modifying or misusing the Platform for high-risk purposes;
- using the AI features for decision-making affecting the working conditions, promotion, assessment or dismissal of any employee or collaborator;
- using the Platform for behavioural monitoring, task allocation, or performance rating;
- using the Platform for sensitive decision-making purposes, including in the areas of risk management, regulatory compliance, or automated decision-making without human oversight;
- connecting the Platform to third-party artificial intelligence systems in a manner that may alter or divert its intended purposes, without the Company’s prior written consent.

The Customer indemnifies the Company against any claim and/or action that may be brought against it as a result of a breach of any of the Customer’s obligations. The Customer shall compensate the Company for any loss suffered and reimburse it for any sums it may have to pay as a result.

15. Obligations and liability of the Company

The Company undertakes to provide the Services with diligence, it being specified that it is bound by an obligation of means and to comply with the regulations in force.

15.1. Regarding the quality of the Services

The Company shall use its best efforts to provide the Customer with high-quality Services. To this end, it shall regularly carry out checks to verify the functioning and accessibility of its SaaS Services and may thus carry out maintenance under the conditions specified in the article "Maintenance, Hosting,

Support".

However, the Company shall not be liable for any temporary difficulties or impossibility of accessing its SaaS Services resulting from:

- circumstances outside its network (including partial or total failure of the Customer's servers),
- the failure of equipment, cabling, services or networks not included in its SaaS Services or which are not under its responsibility,
- the interruption of SaaS Services due to telecommunications operators or Internet service providers,
- intervention by the Customer, in particular through incorrect configuration of the SaaS Services,
- a case of force majeure.

The Company is responsible for the operation of its servers, the external limits of which are constituted by the connection points.

Furthermore, it does not guarantee that the SaaS Services:

- subject to constant research to improve their performance and progress, will be completely free of errors, defects or faults,
- being standard and not offered according to the Customer's personal constraints, will specifically meet its needs and expectations.

15.2. Regarding the Platform's service level guarantee

The Company shall use its best efforts to maintain access to the Platform 24 hours a day, 7 days a week, and guarantees the monthly availability of the SaaS Services at 99.95%, except in the event of maintenance under the conditions defined in the article "Maintenance, Hosting, Support", force majeure, or suspension of access to the Platform under the conditions set forth in the article "Regarding the use of the Services."

15.3. Regarding the backup of data on the Platform

The Company shall use its best efforts to back up all data produced and/or entered by/on the Platform.

Except in the event of proven fault on the part of the Company, it shall not be liable for any loss of data during maintenance operations.

15.4. Regarding data storage and security

The Company provides sufficient storage capacity for the operation of the SaaS Services, provided that the Customer does not make abnormal use of it (meaning use that does not comply with the intended use of the Services).

The Company shall use its best efforts to ensure data security by implementing measures to protect the infrastructure and the Platform, detect and prevent malicious acts, and recover data.

15.5. Regarding the publication of Content

The Company acts as a hosting provider for the Content that the Customer posts online. Consequently, it is not responsible for this Content.

If the Company receives notification of illegal Content, it will act promptly to remove it or make it inaccessible and may take the measures described in the section "Penalties for breach."

15.6. Regarding the Tool

The Company does not guarantee (i) the completeness of the SaaS solutions listed in the Tool or (ii) that the Tool will enable the Customer to find the SaaS solution that meets its expectations.

The Company shall use its best efforts to regularly update the information concerning the SaaS solutions referenced but does not guarantee that it will be systematically up to date.

Furthermore, the Company shall not be held liable in any way for the relationship between the Customer and a third-party SaaS solution referenced in the Tool, nor shall it be a party to any disputes whatsoever.

15.7. Regarding the use of subcontractors

The Company may use subcontractors in the performance of the Services, who are subject to the same obligations as the Company in the performance of their work. However, the Company remains solely responsible for the proper performance of the Services to the Customer.

In the event of a change of subcontractor, the Company shall inform the Customer in advance and in writing, including by email. This information shall clearly indicate the processing activities subcontracted, the identity and contact details of the subcontractor.

The Customer has a period of 15 days from the date of receipt of this information to object to the subcontracting. Any objection must be justified and based on objective grounds. In the absence of a justified objection within this period, the Customer shall be deemed to have accepted the use of the subcontractor.

If the Customer does not accept the subcontractor, it must terminate the Services in accordance with the terms set out in the article "Termination of User Licenses, End of Services".

In the context of specific subcontracting related to the processing of personal data, the conditions for accepting such subcontracting are set out in the provisions entitled "Other subcontractors" in the article entitled "Methods of processing personal data".

16. Limitation of the Company's liability

The Company's liability is limited to proven direct damage suffered by the Customer as a result of using the Services.

With the exception of bodily injury, death, and gross negligence, and subject to the submission of a claim by registered letter with acknowledgment of receipt within one month of the occurrence of the damage, the Company shall not be liable for an amount greater than the amount it received during the 12 months preceding the event giving rise to liability or the duration of the provision of its Services if this period is shorter.

17. Acceptable forms of proof

Proof may be established by any means.

The Customer is informed that messages exchanged via the Platform and data collected on the Platform and the Company's IT equipment constitute the main means of proof accepted, in particular to demonstrate the reality of the Services provided and the calculation of their price.

18. Personal data processing procedures

18.1. Methods of processing personal data by the Company in its capacity as data controller

The Company is responsible for processing personal data in connection with the Tool. The Company has a personal data protection policy available [here](#). It invites the Customer to read it.

18.2. Methods of processing personal data by the Parties in their capacity as data controllers in the context of managing the contractual relationship

The Parties undertake, each for their own part, to comply with all legal and regulatory obligations incumbent upon them with regard to the protection of personal data, in particular Law 78-17 of January 6, 1978, as amended, known as the French Data Protection Act, and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, known as the GDPR (together, the "Applicable Regulations").

For the purposes of managing the contractual relationship between the parties, each party shall process the personal data of the other party's contacts as data controller within the meaning of the Applicable Regulations, for the duration of this agreement. This processing is necessary for the proper performance of this agreement and concerns only the identification data (in particular surname, first name, email address, telephone number) of the contacts.

The parties' staff, their control departments (including auditors) and their subcontractors may have access to the personal data collected.

This processing may give rise to the exercise by the parties' contacts of their rights under the Applicable Regulations, namely: (i) to obtain communication and, where applicable, rectification or erasure of data concerning them, (ii) to request the erasure or restriction of processing, (iii) to object to the processing on legitimate grounds, (iv) to request the portability of data concerning them, in order to retrieve and store it, and (v) to lodge a complaint with a competent supervisory authority.

18.3. Methods of processing personal data by the Company as a data processor

• Description of the processing carried out by the Company as a processor

In the context of the Services, the Company is required to process personal data on behalf of and for the account of the Customer in its capacity as a processor, while the Customer acts as the controller within the meaning of the applicable Regulations, in particular when the Customer uses the Services and Users are required to enter identification data of other Users or employees of the Customer in the context of project management. The characteristics of the processing operations are described in Appendix 1 hereto.

• Obligations of the Company towards the Customer

- Data processing: The Company undertakes to process personal data only for the purposes listed in Appendix 1 and in accordance with the Customer's documented instructions, including with regard to the transfer of data outside the European Union. The Company undertakes to inform the Customer if, in its opinion, an instruction constitutes a violation of the Applicable Regulations. The Company reserves the right to suspend, without incurring any contractual liability as a result of such suspension, the processing until the Customer modifies the instruction in question so that it no longer violates the Applicable Regulations. Such suspension shall not give rise to any refund of the price of the Services for the period of suspension. If the Customer does not modify but maintains the instruction in question, the Company reserves the right to terminate this agreement immediately and without charge.

Furthermore, if the Company is required to transfer data to a third country or an international organization under the law applicable to this agreement, it shall inform the Customer of this legal obligation prior to processing, unless the law in question prohibits such information on important grounds of public interest.

- Data security and confidentiality: The Company undertakes to implement appropriate technical and organizational measures to ensure the security and integrity of personal data, its backup, and the restoration of its availability in the event of a physical or technical incident. The Company shall also ensure that persons authorized to process personal data are subject to an obligation of confidentiality.

- Other subcontractors: The Company is authorized to use the subcontractors listed in Appendix 1 hereto to carry out specific processing activities in connection with the processing of Customers' personal data (hereinafter the "Sub-processors").

Sub-processors are required to comply with the obligations set forth herein on behalf of and in accordance with the Customer's instructions. It is the Company's responsibility to ensure that Sub-processors provide the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of the Applicable Regulations.

If Sub-processors fail to fulfill their data protection obligations, the Company shall remain fully liable to the Customer for the performance by the Sub-processors of their obligations.

In the event of a change in the list of authorized Sub-processors, the Company shall inform the Customer in advance and in writing, including by email. This information shall clearly indicate the processing activities outsourced, the identity and contact details of the Sub-processor.

The Customer shall have a period of 15 days from the date of receipt of this information to refuse the subcontracting by the Sub-processor. In the absence of any notification of objections within this period, the Customer shall be deemed to have accepted the use of the Sub-processor.

If the Customer does not accept the Sub-processor, it must terminate the Services in accordance with the terms set out in the article "Termination of User Licenses, End of Services".

- Transfer of personal data outside the European Union: The Company is authorized to transfer personal data processed under this agreement to countries outside the European Union, subject to the implementation of appropriate safeguards as defined in Chapter V of the aforementioned regulation.

- Assistance and provision of information: The Company undertakes to assist the Customer and respond as soon as possible to any request for information addressed to it by the Customer, whether in connection with a request for the exercise of their rights by the data subjects, an impact assessment, or a request submitted by the data protection authorities or the Customer's data protection officer.
- Notification of personal data breaches: The Company undertakes to notify the Customer as soon as possible and in any event within a maximum of 48 working hours after becoming aware of any personal data breach and to provide the Customer with any useful information and documentation relating to the breach.
- Fate of the data: The Company undertakes, at its discretion, to delete the personal data upon expiry of this agreement or to return it to the Customer and not to retain any copies, unless required by Applicable Regulations.
- Reuse of data by the Company: The Customer hereby authorizes the Company to process the personal data collected in connection with the services (in particular connection and identification data) for the purpose of improving the Services, and in particular for compiling statistics on how the Tool is used by users. The Company shall act in this context as data controller within the meaning of the Applicable Regulations and undertakes to comply with the legal provisions on data protection in the context of the aforementioned processing.
- Documentation: The Company shall provide the Customer, at the latter's request, with all information and documents necessary to demonstrate compliance with its obligations and to enable audits to be carried out. The Customer shall thus have the option of conducting audits once a year, at its own expense, to verify the Company's compliance with the obligations set out in this article. The Customer shall inform the Company of the audit at least two weeks in advance. The Company reserves the right to refuse the identity of the auditor selected if he or she belongs to a competing company. The audit must be carried out during the Company's working hours and in such a way as to cause as little disruption as possible to its business. The audit shall not in any way affect (i) the technical and organizational security measures implemented by the Company, (ii) the security and confidentiality of the data of other customers of the Company, or (iii) the proper functioning and organization of the Company's production. To the extent possible, the parties shall agree in advance on the scope of the audit. The audit report shall be sent to the Company so that the latter may submit any comments or remarks in writing, which shall be appended to the final version of the audit report. Each audit report shall be considered confidential information.

• **Obligations of the Customer towards the Company:**

The Customer undertakes to:

- (a) provide the Company with the personal data referred to in Appendix 1, excluding any personal data that is irrelevant, disproportionate or unnecessary, and excluding any "special" data within the meaning of the Applicable Regulations, unless justified by the processing, it being the Customer's responsibility to establish such justification and to take all appropriate measures, including prior information, consent and security measures, for such special data;
- (b) collect, under its responsibility, in a lawful, fair and transparent manner, the personal data provided to the Company for the performance of its services, and in particular, ensure the legal basis for such collection and the information due to the persons concerned;

(c) keep a record of processing activities and, more generally, comply with the principles set out in the Applicable Regulations;

(d) ensure, in advance and throughout the processing, compliance with the obligations laid down in the Applicable Regulations.

19. Confidentiality

Unless otherwise agreed in writing by the other party, the parties undertake to keep confidential, for the duration of their contractual relationship and for 10 years thereafter, all information relating to or held by the other party, which they may have become aware of during the conclusion and performance of their contractual relationship.

This obligation does not extend to information:

- which was already known to the receiving party,
- already in the public domain at the time of disclosure or which would become public without breach of this clause,
- which has been received from a third party in a lawful manner,
- whose disclosure is required by the judicial authorities, in accordance with laws and regulations or in order to establish the rights of a party within the framework of the contractual relationship between the parties.

Confidential information may be disclosed to the respective employees, collaborators, interns, agents, and co-contractors of the parties, provided that they are subject to the same confidentiality obligation.

20. Force majeure

The parties shall not be liable for any failure or delay in the performance of their contractual obligations due to a case of force majeure occurring during the term of their relationship. Force majeure includes:

- any event meeting the conditions of Article 1218 of the French Civil Code and recognized by case law,
- strikes, terrorist activities, riots, insurrections, wars, government actions, epidemics, natural disasters or failure attributable to a third-party telecommunications provider.

If one of the parties is prevented from performing its obligations due to a case of force majeure, it must inform the other party by registered letter with acknowledgment of receipt. The obligations shall be suspended upon receipt of the letter and shall be resumed within a reasonable period of time after the cessation of the case of force majeure.

The prevented party shall nevertheless remain bound to perform any obligations that are not affected by the force majeure event and any payment obligations.

21. Termination of User Licenses, End of Services

To terminate one or more User Licenses, the Customer must give notice at least two months before the end of the current Period by sending a request to the Company via the chat function on the Platform and/or by email to the following address: legal@airsaas.io. User Licenses that are not terminated will be tacitly renewed for a new Period.

If the Customer wishes to terminate the Services (which amounts to terminating all User Licenses), it must terminate them no later than two months before the end of the current Period by sending a request to the Company via the chat feature on the Platform.

The Customer will no longer have access to its account from the end of the Services. Any Period that has begun is due in full.

Notwithstanding the payment of the full amount for the Period, in the event of refusal of a Sub-processor as set out in the provisions entitled "Other Subcontractors" in Article "Methods of processing personal data by the Company as a data processor," the Customer may immediately terminate the Services before the end of the period mentioned in the Quote, and the Company shall reimburse the Customer on a pro rata basis for the Services not used on the date of termination.

22. Reversibility

At the Customer's request, from the date of termination of the Services, the Company may (i) allow the Customer who expresses the need to continue to access the Platform and (ii) guarantee access to the API for a period of 30 (thirty) days to recover all of its data and information.

The Company may provide the Customer with technical resources to assist it, at the price indicated in the Quote.

The Customer undertakes to cooperate actively with the Company to facilitate the recovery of data and information.

The Company shall be released from its obligation to perform the reversibility services referred to above until the Customer has paid all invoices issued by the Company in connection with the performance of a Quote.

23. Penalties for breach

Payment of the price of the Services and the obligations set out in the article "Obligations and liability of the Customer" constitute essential obligations.

In the event of a breach of these obligations, the Company may:

- suspend or terminate the Customer's access to the Services,
- remove any Content related to the breach,
- publish on the Platform any information message that the Company deems appropriate,
- send the Customer a registered letter with acknowledgment of receipt to:
 - o terminate the contractual relationship between the Customer and the Company, with the termination taking effect on the date of receipt or first presentation of this letter,

o or to request the Customer to remedy the breach within a maximum period of 15 calendar days. Termination shall take effect at the end of this period if the breach has not been remedied. Termination shall result in the deletion of the Customer's Account,

- notify any competent authority, cooperate with it and provide it with all information useful for the investigation and prosecution of illegal or unlawful activities, and
- take any legal action.

These penalties are without prejudice to any damages that the Company may claim from the Customer.

24. Transfer and change of control

The Company may substitute any person who will be subrogated to all its rights and obligations under its contractual relationship with the Customer. It shall inform the Customer of such substitution in writing, if applicable.

25. Modification of the General Terms and Conditions

The Company may amend its General Terms and Conditions at any time and shall notify the Customer in writing (including by email) at least 45 calendar days before they come into effect.

The amended General Terms and Conditions shall apply upon renewal of the User Licenses.

If the Customer does not accept these changes, it must terminate the Services in accordance with the terms set out in the article "Termination of User Licenses, End of Services."

Notwithstanding the two-month notice period mentioned in the article entitled "Termination of User Licenses, End of Services," this notice period shall be adjusted to the remaining duration of the current Period for any Customer, exclusively if (i) the Customer does not accept the changes to the General Terms and Conditions and (ii) the duration until the end of its current Period on the date of notification of the changes is less than two months. These conditions are cumulative.

If the Customer uses the Services after the amended General Terms and Conditions come into effect, the Company will consider that the Customer has accepted them.

26. Language

The French version of these general terms and conditions shall prevail in the event of any contradiction or dispute regarding the meaning of a term or provision.

27. Applicable law and competent courts

The General Terms and Conditions are governed by French law.

In the event of a dispute between the Customer and the Company, and in the absence of an amicable agreement within two months of the first notification, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), unless otherwise required by mandatory provisions of law.

Appendix 1 – Personal Data

1. Description of the data processing carried out by the Company on behalf of the Customer

Purposes of personal data processing	Provision of the Platform (project management support)
Nature of processing operations	Collection, recording, storage, use, consultation, making available
Type of personal data processed	Identification data (last name, first name, email address) Professional data (position, employer, team) Voice data and written transcription Platform (project-related data) usage data
Categories of data subjects	Users Customer's employees
Duration of processing	Duration of these General Terms and Conditions

2. List of authorized Sub-processors

Authorized Sub-processors	Subcontracted processing activities	Location of processing	Appropriate safeguards in place in the event of data transfer outside the EU
OVH	Hosting services	France	N/A
Scaleway	Hosting services	France	N/A
Aircall	Phone support	United States / France	Data Privacy Framework + Standard Contractual Clauses
Crisp	Support messaging	France	N/A
Hubspot	CRM	United States	Data Privacy Framework + Standard Contractual Clauses
Customer.io	Internal email	France	N/A
Segment	Data center	United States	Data Privacy Framework + Standard Contractual Clauses
Snowflake	Data analysis	United States	Data Privacy Framework + Standard Contractual Clauses

Authorized Sub-processors	Subcontracted processing activities	Location of processing	Appropriate safeguards in place in the event of data transfer outside the EU
Announce Kit	Internal message	United States	Standard Contractual Clauses
Auth0	Authentication	United States	Data Privacy Framework + Standard Contractual Clauses
Circle	User forum	United States	DPA
Microsoft Azure OpenAI Service If the option is activated by the Customer	Execution of AI requests	European Union	N/A
Anthropic If the option is activated by the Customer	Execution of AI requests	United States	Standard Contractual Clauses
Gladia If the option is enabled by the Customer	Automated audio transcription	France	N/A