GENERAL TERMS AND CONDITIONS OF LICENCE, MAINTENANCE AND SET-UP OF UPSLIDE

September 1, 2024

PREAMBLE

The "Editor" refers to UpSlide SAS, a simplified joint-stock company with a capital stock of 137,531 euros registered under the number 791 925 753 at the *Registre du Commerce et des Sociétés* of Paris (registered office located at 20, avenue de l' Opéra, 75001 – Paris, France), or one of its Affiliates as defined hereinafter.

The "Licensee" refers to any legal entity that signed a Quote issued by the Editor.

The Editor developed a software application named "UpSlide", integrated to Microsoft Office Suite for which it provides enhancements and additional features.

A signed Quote for the use of UpSlide (sent by e-mail or signed electronically) implies an unreserved acceptance of these *General Terms and Conditions of Licence, Maintenance and Setup of UpSlide*, which aim at governing the contracts agreed between the Editor and the Licensee.

1. DEFINITIONS

Hereunder,

1.1   "Affiliate" means any legal entity which directly or indirectly controls, is controlled by, or is under common control with the Editor. For purposes of this definition, "control" means the direct or indirect ownership of over 50% of shares or stock, along with the voting shares of said legal entity.

1.2   "Agreement" means the following General Terms and Conditions of Licence, Maintenance and Setup of UpSlide as well as the Quote, both signed or agreed to by the Licensee.

1.3   "Licence Fee" means the annual licence fee the Licensee owes when the Licensee is granted a licence for UpSlide and benefits from Maintenance services.

1.4   "Licence Start Date" means the date when the license rights are granted to the Users and when the Maintenance services start.

1.5   "List Price" means the Editor's then applicable standard list price for Software and services.

1.6   "Maintenance" means the maintenance services the Editor provides as stipulated in Article 6.

1.7   "Malfunction" means any replicable incident, error or operating defect directly caused by UpSlide, which also prevents the normal use of all or part of the Software.

1.8   "Options" means the additional features or functional modules of UpSlide to which the Licensee can subscribe in addition to the standard features of UpSlide.

1.9   "Patch" means any patch or bug fix the Editor delivers.

1.10   "Quote" means the document listing the financial conditions of the Agreement approved or signed by the Licensee.

1.11   "Renewal Date" means any anniversary date of the Licence Start Date, on which Licence and Maintenance services renew.

1.12   "Setup" means the integration of the Licensee's visual identity and contents (Word, Excel and PowerPoint) into UpSlide.

1.13   "Signing Date" means the date when the Licensee signs the Agreement.

1.14   "Software" means the initial version of UpSlide the Editor delivered to the Licensee, which is updated with Patches and new versions the Editor provides in consideration of the Maintenance and updates as stipulated in Article 6.

1.15   "Source Code" means the textual, human readable form of UpSlide, including, amongst others, written comments and programmer documentation, which are intended for direct execution through interpretation.

1.16   "Specific Conditions" means the optional proposal of specific conditions attached to the Quote signed by the Licensee.

1.17   "User" means any member of the Licensee's staff (including internal sub-contractors) who has authorised access to UpSlide through a Licence purchased by the Licensee during the term of this agreement.

2. LICENCE RIGHTS

a.   Grant of rights

The Editor grants the Licensee a non-exclusive and non-transferable Licence of UpSlide, starting on the Licence Start Date, which is exclusively set up according to the Licensee's needs. It is granted for an initial period stipulated in the Specific Conditions or the Quote, for the Licensee's internal use, with a set number of Users, and will end upon termination of this Agreement.

b.   Other Licence conditions

The Licensee shall not modify, adapt, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive UpSlide Source Code.

c.   Intellectual property

The Editor retains all intellectual property rights and titles on UpSlide as well as on their methods and procedural knowledge. The Licensee agrees to take all necessary measures towards its staff or any external person having access to UpSlide to ensure the compliance with the Editor's property rights on the Software.

3. DELIVERY OF THE SOFTWARE

a.   Installation

UpSlide is delivered to the Licensee as an executable file (".exe" or "msi"). Unless otherwise stated in the Quote, the Licensee is in charge and responsible for UpSlide rollout.

b.   IT environment

Upon signature of this Agreement, UpSlide works with Windows 10 and 11 for Microsoft Office 2013, 2016 and Office 365. The Editor reserves the right to terminate support of Microsoft Windows and Office versions, by giving a six-month notice to the Licensee.

The operating system and version of Microsoft Office for which UpSlide is initially shipped to the Licensee is described in the Quote.

Article 6 herein describes the provisions regarding the evolution of the IT environment of the Licensee.

More information is available online at UpSlide's Help Center: https://support.upslide.net/hc/en-us

c.   UpSlide activation and auto-update

UpSlide is activated when Microsoft Office applications are first launched after it has been set-up. It operates through an activation-key system that the Editor provides only once to each User, identified by their e-mail address and their computer login, and is subject to auto-update.

More information is available online at UpSlide's Help Center: https://support.upslide.net/hc/en-us

4. UPSLIDE DIFFUSION TO THIRD PARTIES

The Licensee may not copy, reproduce, use nor allow access to UpSlide, its installation file, or its activation keys to any third party external to the Licensee without the Editor's prior consent.

5. SETUP

a.   Setup conduct

The Setup services scope and cost are stated in the Quote.

The Setup process is the following:

- The Licensee provides the Editor with all the elements and details for the Setup;
- The Editor sends the Licensee a reference document summarizing the Setup proposal, for validation by the Licensee;
- The Editor performs the Setup based on the reference document and provides the Licensee with an installation file of the new version of UpSlide including the Setup.

b.   Request for Setup adjustments

If the Licensee requests Setup adjustments:

- Either the requests correspond to the integration of elements the Editor forgot; then, the Editor proceeds to a new Setup taking into account those elements without any additional charges;
- Or it is an additional request; then, the Editor charges the modifications at the List Price.

6. MAINTENANCE AND UPDATES

In consideration of the Licensee's payment of the Licence Fee, the Editor will provide Maintenance services to the Licensee.

a.   Maintenance

I.   Definition

Maintenance consists of verification, analysis and correction, or else of provision of workaround solutions for Malfunctions affecting the Software, including the provision of Patches. Maintenance services will be provided for the Software when the auto-update feature is activated.

Maintenance is provided on a reasonable best efforts basis, and the Editor does not warrant that all Malfunctions will be corrected.

II.   Exclusions

Maintenance does not include errors or Malfunctions caused by:

(a) the modification or alteration of UpSlide Source Code, or of any computer file created or pasted on a User's computer during the installation or update of UpSlide;

(b) any attempt in this area undertaken by persons other than the Editor;

Any service the Editor provides the Licensee with, in order to manage Malfunctions caused by the above-mentioned events, will be charged at the Editor's List Price.

III.   Practical details

The Licensee must submit sufficient material and information to enable the Editor to replicate the Malfunction on the support website https://upslide.zendesk.com available through the UpSlide interface. The Editor will keep the Licensee informed of the progress in the Malfunction management.

The Licensee shall pay the Editor any intervention on-site, in accordance with the List Price and depending on the time spent.

b.   Software updates

After the Installation, Software updates to the Software from the Editor shall primarily be delivered to the Licensee and its Users via auto-update. The Licensee shall enable the technical means to allow communication between the Software and the Editor's servers to allow such auto-updates and statistics communication (including but not limited to adding them to firewall whitelists).

The Licensee may request customisation or Setup services excluded from the Maintenance services, such as UpSlide modification, subsequent to the evolution of the Licensee's computer environment (e.g. change of operating system, migration to a new version of Microsoft Office, etc.).

The implementation of these additional services is charged based on the time spent, in accordance with the List Price.

7. FEES

a. Licence Fee

In consideration of the rights the Editor grants hereunder, and of the Maintenance services the Editor provides, the Licensee shall pay the Editor, annually and in advance, an irrevocable and non-refundable Licence Fee.

The Licence Fee calculation is detailed in the Specific Conditions of the Quote. It depends on the number of Users and the Options chosen by the Licensee.

b. Licence & Maintenance Start Date

Unless otherwise stated in the Specific Conditions or the Quote, the Licence and Maintenance Start Date is two (2) months after the Signing Date.

c. Number of Users and Options

If the Licensee wishes to be granted additional Licence rights and/or Options then, upon request, the Editor shall increase the number of Users and/or Options in consideration of the Licensee paying an additional Licence Fee. This is calculated based on the number of additional Users and/or Options and pro-rated with the number of calendar days remaining until the next Renewal Date.

If the Licensee wishes to reduce their Licence rights and/or Options, then they have to send a written request to the Editor. This decrease is effective from the next Renewal Date onwards, provided the request has been made at least three (3) months before the Renewal Date. If these conditions are respected, the Licence Fee for the next Maintenance period (one year) is reduced based on the number of Users and/or Options that have been withdrawn.

d. Price indexation

Unit prices for User fees and Options are revised on January 1st of each year as described below and apply immediately for additional licenses acquired between January 1st and December 31st of the current year.

On each Renewal Date, the amount of the User fee is calculated by applying the unit price defined on January 1st to the number of licenses and Options subscribed by the Licensee at that time.

The price indexation is calculated using the greater of the following formulas:

1) $P = P0 \times (S / S0)$

Where:

P means the unit price for the new calendar year;

$P0$ means the unit price for the previous calendar year;

S means the *CPI-U* index of the month of July before the new calendar year;

$S0$ means the *CPI-U* index of the month of July before the previous calendar year.

CPI index is available here: https://www.bls.gov/cpi/

or

2) $P = P0 \times [(S / S0) + 2\%]$

Where:

P means the unit price for the new calendar year;

$P0$ means the unit price for the previous calendar year;

S means the *Syntec* index of the month of July before the new calendar year;

$S0$ means the *Syntec* index of the month of July before the previous calendar year.

Syntec index is available here: https://www.syntec.fr/

e.   Setup fees

In consideration of the Setup services the Editor provides hereunder, the Licensee shall pay the Editor irrevocable and non-refundable fees detailed in the Specific Conditions or the Quote.

f.   Invoicing

I.   Setup fees

Unless otherwise stated in the Specific Conditions or the Quote, Setup fees are entirely invoiced at the Signing Date.

II.   Licence Fee

The first Licence Fee is entirely invoiced at the Signing Date.

Then, from the second Licence Fee onwards, the Licence Fee is invoiced two months before each Renewal Date.

Licence Fees are due and payable in advance and include the fees for standard Maintenance services.

If the Licensee increases the number of Users and/or Options on a different date than the Renewal Date, the additional Licence Fee will be invoiced at the time of the order, or at the end of each calendar quarter at the latest.

g.   Payment terms & purchase order

The invoices are due and payable by the Licensee thirty (30) days from the invoice date, net and without discount. They are subject to the value-added tax (VAT) if applicable and are denominated in Euros or US Dollars, as indicated in the Quote.

Where applicable, the Licensee shall provide the Editor with a complete purchase order (or any similar document used by the Licensee) in order to allow invoicing by the Licensee within fourteen (14) days of the Signature Date. If the Editor has not received said document within the aforementioned time period, the Parties expressly agree that the Editor shall be authorised to invoice the Licensee directly, referencing the Quote or the present signed Agreement.

8. LIABILITY

a.   Liability

The Editor is expressly subjected to provide reasonable best efforts. In no event shall the total liability of the Editor, in the aggregate, exceed the sum of UpSlide Licence Fees or services fees paid or payable for the twelve-month period in which the claim arose.

b.   Consequential damages

In no event shall the Editor be liable for any indirect damages, or any of the following damages: business interruption, loss of profits, loss of income, loss of data, loss of goodwill, or costs of procurement of substitute goods or services. This is valid regardless of the theory of liability and form of action under which the aforementioned damages are sought, and whether or not the Editor has been advised of the possibility of such damage.

c.   Licensee's responsibilities

The Licensee assumes all risks associated with the use of UpSlide.

The Licensee agrees to train its staff in the proper use and operation of the Software, and to cooperate with the Editor's staff in the process of provision of solutions to Malfunctions.

9. TERM AND TERMINATION

a. Term, renewal and termination

Unless the Licensee terminates this Agreement by virtue of this article, this Agreement will automatically be renewed in successive periods on the Renewal Date, for a term equal to the initial Agreement term stipulated in the Specific Conditions or the Quote. Unless otherwise stated in the Specific Conditions or the Quote, the duration of the Term will be set to one (1) year.

The Licensee may terminate the Agreement, subject to notifying the Editor of such termination at least three (3) months before the Renewal Date.

b. Termination in case of Licence Fee payment failure

This Agreement shall terminate if the Licensee fails to make any payment due within thirty (30) days of receiving written formal notice from the Editor that such payment is outstanding. The Editor may terminate the Agreement without any judicial proceeding on written notice to the Licensee at any time following the end of said thirty (30) day period.

Moreover, the Editor reserves the right to suspend the Maintenance should the Licensee not pay the fees stipulated in Article 7.

c. Effects of termination

In the event of the termination of the contract for any reason whatsoever, or in case of partial termination (following a partial renewal), the Licensee or one of their Affiliates will perform a complete uninstall operation of the removed Licences.

The Licensee shall immediately pay the Editor all amounts due and outstanding as per the date of said termination or expiration.

10. CONFIDENTIALITY

The expression "Confidential Information" refers to all information identified as confidential in connection with this Agreement, that is disclosed by one of the parties (hereinafter referred to as the "Disclosing Party") to the other (hereinafter referred to as the "Receiving Party"), whether it is conveyed orally or in writing.

The following is considered as the Editor's Confidential Information:

- all information –whatever its form– disclosed by the Editor that relates to UpSlide and is unavailable to the public, including, amongst others, the UpSlide Source Code and the List Price;
- any performance test related to UpSlide;
- all technical, commercial, and trade-secret-related information, including financial data, business or marketing strategies and plans, as well as product development programs.

The Receiving Party shall treat all Confidential Information that the Disclosing Party supplied as confidential.

The Receiving Party will neither use this Confidential Information under circumstances different from those expressly authorised by this Agreement, nor disclose such Confidential Information to a third party without the Disclosing Party's prior written consent.

The Receiving Party shall protect this Confidential Information through nothing less than the same measures it takes to protect its own most Confidential Information from the disclosure and unauthorised use of Confidential Information.

Notwithstanding the provisions in the previous paragraph, restrictions stipulated in this article do not apply to information that:

- was independently developed by the Receiving Party without using Confidential Information from the Disclosing Party;
- is brought to the Receiving Party's attention, unrestrictedly and without violating this Agreement, by a third party entitled to disclose aforesaid information;
- belonged to the public domain at the time it was disclosed, or entered into the public domain through no act or omission from the Receiving Party;
- is legitimately and unrestrictedly known from the Receiving Party at the moment of its disclosure.

Confidential Information may be disclosed pursuant to the orders of a court, public organisation, or any other governmental authority. If so, the Receiving Party shall immediately notify the Disclosing Party of such

disclosure, and endeavor to limit its impact, or prevent the public disclosure of this information. Neither delay nor failure by the Disclosing Party in exercising any right provided by this Agreement will be construed to be a waiver of that right, nor of the right to assert a claim about any future breach of this Agreement.

These obligations shall last for five (5) years after the termination of this Agreement.

11. DATA PROTECTION ACT

The Editor also has access to the personal data of the Users of the Software for the purposes described in Annex A herein.

a. Obligations of the Editor

The Editor warrants and undertakes that:

- Personal data is collected, processed, and transferred in accordance with applicable laws, including the General Data Protection Regulation of 27 April 2016;
- Relevant information has regularly been addressed to the Users of the Software;
- The Editor requires the consent of the Users when necessary.

The Editor has implemented technical and organisational measures and EU Standard Contractual Clauses so that any third party it authorises to have access to the personal data (including subcontractors) will respect and maintain the confidentiality and security of the personal data.

The Editor communicates relevant legislation that regulates data protection in the country in which it is established – or the references of this legislation, where relevant, and not including legal advice – to the Licensee upon his written request.

The Editor makes available, upon request, a copy of the clauses to data subjects who are third-party beneficiaries defined as "Users" in the "Definitions" article – unless the clauses contain confidential information, in which case the Editor may remove such information. When information is removed, the Editor shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the Editor shall abide by the decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the Confidential Information removed. The Editor shall also provide a copy of the clauses to the authority where required.

b. Obligations of the Licensee

The Licensee warrants and undertakes that the Editor's personal data is collected, processed, and transferred in accordance with applicable law, including the General Data Protection Regulation of 27 April 2016 from its effective date.

c. Liability of the parties

Each party shall perform its obligations under these clauses at its own cost.

The parties will inform each other about the exercise of a right to rectify, delete, restrict or object to any data processing, notify each recipient of the data, and proceed to any rectification, deletion, restriction or objection on its own data processing.

The parties agree to respond to enquiries from data subjects and the competent data protection authority concerning processing of the personal data by the Licensee. In this case, the Editor will still respond to the extent reasonably possible and with the information reasonably available if the Licensee is unwilling or unable to respond. Responses will be made within a reasonable time.

The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense, or loss which they cause each other, as a result of their breach of any of the provisions of this article that would induce the filing of a complaint by a data subject to the competent data protection authority. Indemnification hereunder is contingent upon:

- the party to be indemnified (the "Indemnified Party") promptly notifying the other party (the "Indemnifying Party") of a claim/dispute;
- the Indemnifying Party having sole control of the defence and settlement of any such claim;
- the Indemnified Party providing reasonable cooperation and assistance to the Indemnifying Party in defense of such claim.

12.OTHER STIPULATIONS

a.   Assignment

Neither this Agreement nor any rights or obligations stipulated hereunder may be assigned or delegated (pursuant to applicable law or otherwise) by the Licensee without the Editor's prior written consent. The Licensee expressly accepts that the Editor may assign, transfer or delegate all or part of the Agreement to any of its Affiliates – or if during a merger, spin-off, reorganisation or sale of an important part of the Editor's (or its successor's) assets or stock to another entity.

b.   Waiver and Modification

No amendment, modification or waiver to any provision of the Agreement shall be effective unless it is written down and signed by authorised representatives of the Editor and the Licensee. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall be construed to be a waiver of such right.

c.   Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of France. Any dispute which may arise between the Licensee and the Editor concerning the formation, construction, validity, performance, and/or termination of this Agreement will be submitted to Paris Courts of competent jurisdiction, even if there should be multiple respondents or a contribution claim. This jurisdiction also applies to summary and conservatory proceedings. Notwithstanding the aforementioned details, the Editor will be entitled to bring actions relating to the protection of its intellectual property rights in UpSlide in the courts of any country where any infringement of these rights occurs or is alleged to occur.

d.   Notices

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered by email.

e.   Independent Contractors

The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other party for any purpose; neither shall have any right or power to make a commitment on behalf of the other party.

f.   Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified and interpreted so as to best accomplish the objectives of the original provision; the remaining provisions shall continue in full force and effect.

g.   Complete Understanding

The Agreement and the signed Quote constitute the final, complete and exclusive agreement between the parties regarding the matter of the Agreement, and supersedes any prior document related to this Agreement.

h.   Force Majeure

Except for the Licensee's obligations to pay the Editor hereunder, neither party shall be liable to the other party for any failure or delay (in executing an obligation) caused by reasons beyond control, such as fire, flood, earthquake, war, civil uprising, global pandemic, strikes or other social demonstrations. The party affected by a force majeure event shall notify the other party within a maximum of fifteen (15) days from the date on which the aforementioned event occurred.

i.   Subcontracting

The Editor reserves the right to delegate or subcontract, in whole or in part, delivery, installation, setup and training to any company appointed by the Editor.

j.   Advertising

The Licensee may only disclose that it acquired Licence rights from the Editor to use UpSlide. The Editor may include the Licensee's name and the Licensee's logo in its customers lists, proposals to prospective or actual customers, internal management documents, annual shareholder reports of the Editor, or any document as required by laws or in force regulations. For any further usage quoting, the Editor shall also obtain prior approval from the Licensee about the use he intends to make of the name and logo of the Licensee.

Annex A: Description of the data processing

Data subjects

Users of the Software

Purpose of data processing

- Activation and protection of the Licences purchased by the Licensee. This data is used to ensure that the Licences are indeed used by authorised Users.
- Optimisation and management of the Licences to adapt further features to the foreseeable evolution of observed and anticipated use.
- Statistics related to feature usage, including: detection of intensive use to train the Users on observed usage scenarios, on-demand restitution to the Licensee, and detection of unused features to improve future Software features.
- Communication with Users regarding the features and usage of UpSlide, including product newsletter for administrators of the Software

Data category

- Name, surname, professional email address of Users,
- Unique identifier of the machine used
- Name of the machine (within the meaning of Microsoft)
- Name of the domain to which the machine is connected
- Name of the User on the domain - Version of Microsoft Windows used
- Version of Microsoft Office used - Version of UpSlide used
- Number of uses per day, per UpSlide feature

List of Sub-processors

Name of the Sub-processor	Nature and duration of the sub-processing	Location of the Sub-processor
UpSlide UK Ltd.	Usage statistics / duration of this Agreement	9 Appold Street, London, EC2A 2AP, UK
UpSlide Pte Ltd.	Usage statistics / duration of this Agreement	88 Market Street #21-01, CapitaSpring, Singapore, 048948
UpSlide Inc.	Usage statistics / duration of this Agreement	155 E 44th St, Suite 600, New York, 10017, USA
UpSlide Germany GmbH	Usage statistics / duration of this Agreement	Münzstraße 12, 10178 Berlin,Germany
Zendesk	Customer support platform provider / duration of this Agreement	Ireland
Microsoft Azure Cloud – West Europe and Microsoft Azure Cloud – France	Hosting / duration of this Agreement	Netherlands & France (Central Region) for redundancy
Microsoft Power BI – Europe North	Reporting / duration of this Agreement	Ireland