

<b>APPENDIX 1 - CONDITIONS OF USE</b>
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**PREAMBLE.** Addonxpert is a software solutions provider specializing in the security and safety professions, developing connectors to market security platforms enabling an operator to federate professions including those of security, notably around access control, video and intrusion. Use of the Solution is subject to the User's unreserved acceptance of the present general conditions of use (hereinafter the "GCU"). Terms used in this Appendix with an initial capital letter shall have the meaning attributed to them in the General Terms and Conditions, regardless of whether they are used in the singular or plural.

## 1. SUBJECT

The purpose of these GCU is to define the conditions that Users agree to respect and to present the terms and conditions applicable to any use of the Solution. Access to and use of the Solution are only possible after the User has fully accepted the GCU and is obliged to comply strictly with them. The Terms of Use are available to the User upon request from the Integrator to Addonxpert at the following e-mail address: [contact@addonxpert.com](mailto:contact@addonxpert.com).

The Integrator shall ensure that only Users have access to the Solution. In this respect, the Integrator warrants that it will forward to the User the GCUs, together with the relevant definitions set out in the General Terms and Conditions, and that the Final Client will forward them to the Users. The Integrator guarantees on behalf of all Users that (i) the Solution is used in accordance with the terms of the Contract, and (ii) only Users have access to and use the Solution.

The Integrator undertakes not to disclose the terms and conditions of access to the Solution to persons other than Users. The Integrator takes all necessary measures to prevent unauthorized access to or use of the Solution. During the execution phase of the Solution, Addonxpert provides the Integrator with the identifiers necessary for Users to access the Solution.

## 2. CONDITIONS OF USE

The User undertakes (i) to use the Service in accordance with the Contract and acknowledges that he/she has the necessary skills and means to access and use the Service. The User also acknowledges having verified that the computer configuration used is virus-free and in perfect working order, (ii) to comply with all applicable laws, regulations and standards, (iii) not to infringe any rights, such as intellectual property rights, held by Addonxpert or by third parties, as mentioned in Article 3 - "Intellectual Property", (iv) not to appropriate or attempt to appropriate improperly the data made available on the Service and to preserve the quality of the Service, its equipment and its bandwidth, (v) not to violate or attempt to violate the computer security of the information systems of Addonxpert or of any of its service providers, nor to hinder their operation or make fraudulent use of them. The User also agrees not to interfere with the operation of the Service in any way that would prevent or restrict access to the Service by third parties or its use by authorized third parties. Failure to do so may result in the User being denied access to the Service without notice and without prejudice to any claim for damages.

The User must report any Anomaly to the Final Client. The Final Client may then contact the Integrator, who may call upon Addonxpert to correct any Anomaly within its control.

## 3. INTELLECTUAL PROPERTY

**a. License to use the Solution.** The Integrator acknowledges that Addonxpert is the sole owner of all intellectual property rights pertaining to the Solution, and the Contract does not entail any assignment to the Integrator, unless otherwise agreed by the Parties. From the date of installation of the Solution, Addonxpert grants the Integrator an authorization to distribute the Solution, supplemented by the authorization to grant sub-licenses to Users. This License is granted for an unlimited period, subject to applicable property rights and the compatibility period of the Solution. Updates or new versions of the Solution made available to the Integrator by Addonxpert as part of the Upgrade Maintenance Service are included in the scope of the License granted from the date of availability of this update or new version, provided that the Integrator has subscribed to the said Maintenance Service. In consideration of the granting of these marketing and sub-licensing rights, the Integrator undertakes to pay the License fee agreed between the Parties in the Quotation, on the basis of the financial conditions detailed therein.

**b. User Licenses.** Provided that the License remains in force at the time of a User's authorization, each User License is granted by the Integrator and/or the Final Client, as the case may be, to enable the User in question to access and use the Solution and for the Data collected by said User, for an indefinite period within the limit of the duration of the applicable intellectual property rights and the duration of the compatibility of the Solution.

**c. License to use third-party applications.** Addonxpert grants the Integrator the right to use and integrate third-party applications, in whole or in part, with the Solution, for the duration of the Contract and throughout the world. This right may be sublicensed to the Final Client. The Integrator warrants that it and/or the Final Client has all necessary rights, and shall hold Addonxpert harmless against any third-party claims or judgments.

**d. Pre-existing works.** With the exception of cases where the Contract expressly provides otherwise, neither Party grants any assignment or license of its Intellectual Property Rights to the other Party. Each Party therefore retains ownership of (or title to) (i) the Intellectual Property Rights existing at the date of entry into force of the Contract, (ii) the means, tools, inventions and methods, know-how and rights belonging to it prior to the start of the Contract and used in the performance of the Services or developed independently of the Contract, and (iii) any improvements or additions it may make to them during the performance of the Contract, whether or not they are subject to specific protection. These elements are to be considered as Confidential Information of the Party concerned.

#### **4. PERSONAL DATA**

Addonxpert undertakes to comply with all obligations resulting from the application of all applicable laws relating to the protection of personal data and privacy, namely the General Data Protection Regulation (EU) 2016/679 and Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms (hereinafter referred to as the "**Data Protection Regulations**"). Data subjects may exercise their rights under the Data Protection Regulations by contacting Addonxpert at [DPO@addonxpert.com](mailto:DPO@addonxpert.com) or by post to its registered office as specified in the General Terms and Conditions.

#### **5. LIABILITY**

The Final Client assumes full responsibility for the consequences of using the Solution. Addonxpert shall in no event be liable for any damages caused by any decision, error or omission of the Final Client in its use of the Solution. The Final Client acknowledges that it is solely responsible for (i) the supervision and management of each Final Client and User activity, (ii) the Final Client's and Users' compliance with the general terms and conditions applicable to them, as well as with all applicable laws and regulations, (iii) the Users' compliance with the terms of use set forth in Appendix 1 - "Terms of Use".

#### **6. APPLICABLE LAW**

**All disputes arising out of or in connection with the Contract shall be judged in accordance with French law and submitted to the jurisdiction of the Tribunal de commerce de Nanterre.**