

TERMS & CONDITIONS FOR ASSESSMENT & RATING SERVICE inteliam – 20 May 2022

1. General

These terms and conditions govern (1) the provision of assessment and rating services by inteliam SAS and (2) the access and use of the inteliam solution.

Inteliam SAS is a société par actions simplifiée (simplified joint stock company) with a capital of 139 862,00 Euros, whose registered office is located at 4 PLACE AMÉDÉE BONNET 69002 LYON, and which is registered in the Trade and Companies Register of Lyon under number 907 705 081 (the "Company").

By using the Solution and by clicking to accept or agree to the terms and conditions ("**Terms and Conditions**") when this option is made available to you (the "**Evaluated Company**"), you accept and agree to be bound and abide by these Terms and Conditions.

The fact that the Company does not implement any clause established in its favor in these Terms and Conditions, cannot be interpreted as a waiver on its part to rely on it.

2. Definitions

In these terms and conditions the following terms shall have the following meanings:

« **Assessment questionnaire** » means the document issued by the Company which reflects the criteria, procedures, policies, commitment evaluated by the Company in order to perform its Services

« **Company Directory** » means the directory of Evaluated Company(ies) maintained by the Company

« **Evaluated Company** » means the organization to which the Company will provide the assessment and rating services, that is making use of the Solution and that is entering into a contractual relationship with the Company by accepting these Terms and Conditions.

« **Scorecard** » a report highlighting the result of the assessment of the Evaluated Company by the Company, in the form of a score, calculated globally as well as for the individual themes. The scorecard also provides benchmarks against an industry average.

« **Services** » means any and all services and features provided to the Evaluated Company via the Solution as part of the payment of the subscription fee by the Evaluated Company.

« **Solution** » means the Company online platform on which the Evaluated Company may create an account enabling the management of information and documents related to the Services.

« **Supplier** » means the organization to which the Company will provide its services, including access to the Scorecard related to the Evaluated Company, subject to its prior authorisation and acceptance

In the Terms and Conditions, the singular includes the plural and vice versa (unless the context otherwise requires).

3. Obligation of the Company

(a) The Company will provide the Services with all the care and skills required by professional ethics and in accordance with (i) the content of the Assessment Questionnaire and its scoring methodology (ii) the limits of the submission (answers as well as documents) received from the Evaluated Company.

(b) The contents of the Scorecard represents the Company's conclusions and review of facts, answers and documents, most of them submitted by the Evaluated Company, at the time of performance of the Services, and are solely for the benefit of the Evaluated Company

which is responsible for acting as it sees fit on the basis of such Scorecard.

(c) The Company reserves the right to place the Evaluated Company's Scorecard on hold in the instance when significant or material changes occurs to the Evaluated Company.

(d) The Company shall use commercially reasonable efforts to attempt to make the Solution accessible by the Evaluated Company, (including by correcting incidents, which totally or partially prevent access to and performance of the Solution, in a timely manner),

Notwithstanding the above, the Evaluated Company acknowledges and agrees that from time to time the Solution may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions, periodic maintenance, repairs or replacements that the Company undertakes from time to time, or causes beyond the Company's reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. The Company undertakes to take all measures to limit the inconvenience caused to the Evaluated Company and will assume no liability to the Evaluated Company or any other party with regard thereto.

(e) In the event that the Company becomes aware of a data breach incident likely to severely compromise the security of the Solution, or of the Evaluated Company's data, the Company may, without notice, suspend momentarily the access to the Solution in order to remedy the security breach in a timely manner.

The Company does not warrant any results from the Services and shall only be held to an obligation to use best endeavors ("*obligation de moyens*"). The Company does not warrant that the Solution or the results of the Services will meet the Evaluated Company's needs.

4. Obligation of the Evaluated Company

The Evaluated Company will:

(a) Create an account in order to be able to access to the Solution.

(b) Prepare and submit the Assessment questionnaire.

(c) Provide the Company with all necessary and requested documents, policies, information in due time to enable the Services to be performed.

The Evaluated Company ensures that the information supplied is accurate, faithful and complete, and that no harmful or unlawful content would be posted or submitted on the Solution. In any case, the Evaluated Company shall indemnify the Company against all risks of claims or actions brought by third parties during or after the performance of the Services in regard to intellectual property rights on the elements transferred by the Evaluated Company under the Services.

(d) Respond proactively to Company's requests to conduct interviews or discussions with the Evaluated Company's representatives on any matters relating to the Services.

(e) The Evaluated Company shall secure the access to the Solution and maintain adequate security measures to safeguard the Solution from unauthorized access, use or copying. Evaluated Companies are solely and uniquely responsible for the confidentiality of its employee's username and password. They shall immediately notify the Company of any unauthorized use of personal login data.



The Evaluated Company agrees it will not, will not attempt to, and will not assist or knowingly permit any third party to:

- (a) Use the Solution other than as expressly authorized in the Terms and Conditions and applicable law;
- (b) Disassemble, decompile, reverse engineer, or otherwise attempt to reconstitute or discern or duplicate the Solution, the source code of the Solution, the algorithms, procedures, data bases, or any portion of any of the foregoing accessible through the Solution, in each case for any purpose whatsoever;
- (c) Breach, disable, tamper with, or otherwise damage, the Solution, or any services rendered or security measures either undertaken by the Company in connection with or otherwise contained within the Solution;
- (d) Interfere or attempt to interfere (whether through a device, software, mechanism, routine or otherwise) with the proper working of the Solution or any of the services rendered pursuant to or in connection with the Solution or any activity conducted on a server of the Company;
- (e) Alter or tamper with any information or materials on, or associated with, the Solution or any of the services rendered by the Solution, or provided separately; or
- (f) Alter or modify in any manner whatsoever the Solution.

5. Intellectual property rights

The Solution is the sole property of the Company which owns all intellectual property rights embodied therein and in all elements, components and contents of the Solution (including but not limited to, software, tools, databases, concepts, methodologies, techniques, models, templates, Assessment questionnaire, algorithms, trade secrets, processes, information, materials, source codes and know-how contained therein) as well as the Scorecard, and all modifications, updates and enhancements thereof, and all documentation and manuals related thereto and all other aspects of such technology.

The Company will retain all proprietary rights in and to all of the foregoing, as well as in and to the name "Inteliam" or any derivative thereof, and any other trademarks and logos which are owned or controlled by the Company and made available to the Evaluated Company (all of the foregoing set forth in this paragraph are herein referred to collectively as "Company IP").

Nothing herein constitutes a transfer to the Evaluated Company of any right, title or interest in or to the Solution, any elements, components or contents of the Solution (or any other Company IP), or any intellectual property rights of the Company therein, but only a limited right to use the Solution as set forth in these Terms and Condition. Therefore, any use by the Evaluated Company, in whole or in part, of the Solution or any such elements, components, contents or other Company IP (including, but not limited to, permanent or temporary reproduction, duplication, copy, representation, extraction, decompilation, reverse engineering, downloading, uploading, broadcasting, publishing, reusing, modification, translation, alteration, transfer, assignment, or distribution) not expressly authorized by the Company in these Terms and Conditions (or separately authorized in a writing signed by the Company) is strictly prohibited.

6. Grant of Rights

(a) Right of Use of the Solution

Subject to the Terms and Conditions, the Company hereby grants the Evaluated Company, and the Evaluated Company hereby accepts, a limited non-exclusive, revocable, non-transferable right and license to access, integrate, and otherwise use the components of the Solution during the duration of the Terms and Conditions solely for the Evaluated Company's internal business purposes which, for the avoidance of doubt, is limited to the Evaluated Company's use.

The Evaluated Company shall use his access for professional purposes only and are not allowed to give or share his access and any element thereof (login, password, etc.) to anyone else. The Evaluated

Company acknowledges and agrees that his obligation not to share his access is a material obligation of these Terms and Conditions and of the license granted hereunder.

(b) Right of Use of the Evaluated Company's data

The Evaluated Company expressly acknowledges and agrees that Evaluated Company's data that are available through and collected by the Company from the Scorecard (hereinafter referred to as "Evaluated Company Data"), may be stored, compiled, processed, analyzed and used by the Company to provide the Solution.

The Evaluated Company expressly acknowledges and agrees that Evaluated Company Data are used by the Company to provide the Solution to its Supplier, as well as to develop the Company's database.

Evaluated Company Data is the property of the Evaluated Company, and the Evaluated Company owns all Evaluated Company Data and any intellectual property rights embodied in such data. No such possession or use by the Company will give rise to any property right or other interest on the part of the Company in Evaluated Company Data, all such Evaluated Company Data and rights therein to belong solely to the Evaluated Company.

All Evaluated Company Data shall be considered as Confidential Information pursuant to Article 8 of these Terms and Conditions.

(c) Limitations

Except as expressly permitted in these Terms and Conditions or otherwise authorized in writing by the Company, the Evaluated Company shall not disclose to any other entity or person, or use for any other purpose whatsoever, any data (including without limitation Scorecards, statistics, analyses, reports, metrics, charts, documentation, Assessment questionnaire, or other data or information) provided or generated by the Solution or provided or obtained from the Company through the Services (hereinafter referred to collectively as "Data Results") without the written consent of the Company.

It is agreed that some Data Results can be used by the Evaluated Company on a case-by-case basis to the attention of its partners and, in this case, it shall not constitute a material breach of this Agreement.

The Evaluated Company understands and agrees that any use of the Solution or Data Results not expressly allowed by these Terms and Conditions shall represent a material breach of these Terms and Conditions and copyright infringement for which the Company shall be entitled to receive from the Evaluated Company damages and pursue any other remedies available at law or in equity.

Without limiting the effect or generality of the foregoing sentence, the Evaluated Company acknowledges that the Solution and Data Results contain confidential and proprietary information and trade secrets and that any unauthorized use or disclosure would cause the Company irreparable harm for which remedies at law would be inadequate. Accordingly, and notwithstanding any other provision of these Terms and Conditions, the Company will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief, without bond, enjoining any breach or threatened breach of the Evaluated Company's obligations hereunder with respect to the Solution.

For the avoidance of doubt, any form of commercialization of the Solution or the Scorecards by the Evaluated Company, whether free of charge or for a fee, is strictly forbidden.

6. Fees and Payment

(a) The provision of the Services and the right to use of the Solution by the Evaluated Company is conditioned by the payment of all applicable fees, including a non-refundable, annual or three-year subscription fee dependent on the plan that the Evaluated Company

has selected. Multiple service plans exist (standard or premium), that give rise to different fees, and that are accessible to Evaluated Companies on the Solution.

Standard plan:

Premium plan:

The payment of the fees gives right to use the Solution and benefit for a yearly assessment that results in the production of the Scorecard.

The annual subscription includes one assessment credit used directly by the submission of the Assessment Questionnaire.

The three-year subscription includes three assessment credits: one used directly by the submission of the Assessment Questionnaire and two others that can be used during the second and third year. If not, the validity of those credit will expire at the end of the current three-year subscription, and they won't be refunded;

(b) Following submission of Assessment questionnaire by the Evaluated Company, the Company shall issue an invoice on a monthly basis. The Evaluated Company shall pay Company within thirty (30) calendar days of the Evaluated Company's receipt of each invoice.

The delivery of the Scorecard by the Company is conditioned to the preliminary payment of the fees.

In accordance with article L. 441-6 of the French Commercial Code, in the event of late payment, the outstanding amount will bear interest at a rate equal to three (3) times the legal interest rate in force under Article L 313-2 of the Monetary and Financial Code, and a fixed compensation of 40€ for recovery costs will be applicable ipso jure pursuant Article D. 441-5 of the French Commercial Code.

(c) As fees quoted to the Evaluated Company are based on the information provided by the Evaluated Company and are applicable to the time of submitting the fee quotation, the Company reserves the right to increase its charges if the Evaluated Company's instructions are found to be not in accordance with the initial details supplied or used for the purpose to determining the quotation. The Evaluated Company will be notified of any increase in fees and shall have the right not to accept it. In this case, the Company will stop the assessment and refund the Evaluated Company 50% of the fees already paid.

(d) Copy of the Company's prevailing fees are available upon request throughout the assessment process and are communicated during the submission.

(e) The Company reserves the right to revise its annual subscription fee and/or implement a different pricing model or additional fees to be paid, at any time without incurring any liability whatsoever towards the Evaluated Company. For the avoidance of doubt the new fee schedule will be applicable from the next subscription cycle.

(f) Each Party shall be responsible for paying its own taxes which may be due in connection with this Agreement.

7. Warranty, Liability and Indemnification

(a) Warranties

The Company represents and warrants that the Company is the owner or licensee of all intellectual property rights embodied in the Solution and has all rights necessary to grant to the Evaluated Company the rights and license set forth herein.

The Company is not making any warranties as to the Solution, the documentation, or any Services provided hereunder, and the

Company is not making any warranty and does not have any obligation or responsibility as to the quality or performance of any of the foregoing, all of which, except as expressly stated herein, are provided "as is" without warranties of any kind, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, non-infringement or arising from course of dealing, course of performance or usage of trade, and all such warranties are hereby excluded by the Company and waived by the Evaluated Company.

(b) Limitation of liability:

In no event shall either Party be liable to the other Party or any third party for any lost profits or lost revenue, or for any indirect, incidental, special, punitive, exemplary or consequential damages arising out of or in connection with these Terms and Conditions.

In no event will the liability of the Company for damages or alleged damages under these Terms and Conditions, whether in contract, tort or any other legal theory, exceed the total fees actually paid by the Evaluated Company to the Company under these Terms and Conditions in the immediately preceding six (6) months prior to the initiation of such claim.

Notwithstanding any other provision of these Terms and Conditions, in no event will any of the officers, directors, managers, shareholders, members, employees, agents or representatives of either Party, disclosed or undisclosed, ever be personally liable to the other Party (including without limitation for direct or consequential damages), and the Parties hereby waive the right to recover damages from any such persons.

8. Confidentiality / Non disclosure

Each Party to these Terms and Conditions may from time to time disclose Confidential Information to the other Party.

Each Party agrees that it will hold the other Party's Confidential Information in strict confidence and shall (a) not directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other Party to any third party, (b) not utilize the other Party's Confidential Information for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party, and (c) afford the other Party's Confidential Information at least the same level of protection against unauthorized disclosure or use as such Party would normally use to protect its own information of a similar character, but in no event less than reasonable care. Confidential Information at all times will remain the property of the Party disclosing such Confidential Information (hereinafter referred to as the "Disclosing Party"), and the Party receiving such information (hereinafter referred to as the "Recipient") will not be deemed by virtue of these Terms and Conditions or otherwise to have acquired any right, title or interest in or to such Confidential Information so disclosed.

Notwithstanding anything in these Terms and Conditions to the contrary, either Party may disclose the Confidential Information of the other Party to its employees, agents and advisors (including legal and financial advisors) who have a need to know such information in connection with the performance of these Terms and Conditions, who have been advised of the confidential nature thereof and who are obligated to keep such information confidential. Each Party shall ensure that its employees, agents or advisors comply with the obligations set forth in this Article 8 and shall be responsible for any breach thereof by such persons.

The term "Confidential Information" as used herein means all information which is confidential, proprietary or otherwise not generally available to the public (including without limitation intellectual property, and all data bases, algorithms, analyses, reports, recommendations, and all financial or other business

information or data, including Evaluated Company Data), whether in oral, visual, written, electronic or other tangible or intangible form, disclosed by the Disclosing Party to the Recipient in connection with these Terms and Conditions or the provision of the Solution or any Services at any time on or after the term of the Terms and Conditions. The term "Confidential Information" does not include information which (i) is already in Recipient's possession at the time of disclosure, (ii) is or becomes available to the public other than as a result of disclosure by Recipient in violation of these Terms and Conditions, (iii) becomes available to Recipient from a source other than the Disclosing Party, provided that such source is not known by Recipient to be bound by a confidentiality agreement or other confidentiality obligations with the Disclosing Party with respect to such information, (iv) is independently developed by Recipient without use of or reference to the Confidential Information or (v) the Disclosing Party agrees in writing that the information is not confidential. Notwithstanding anything herein to the contrary, this Agreement and the terms hereof are deemed Confidential Information.

If Recipient is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process) to disclose any of the Confidential Information, Recipient shall, to the extent permitted by law and regulation, provide the Disclosing Party with written notice of such request or requirement as soon as is practicable so that the Disclosing Party at its own expense may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of the Terms and Conditions. If such protective order or other remedy is not sought, or is sought and not obtained, or if the Disclosing Party waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of the Confidential Information which Recipient is advised by counsel is legally required or otherwise advisable to disclose and Recipient shall reasonably cooperate with the Disclosing Party, in the Disclosing Party's efforts to obtain an order or other assurance that confidential treatment will be accorded such Confidential Information.

To the extent permitted by law, the Company may disclose to Evaluated Company information it collects if the Company believes it is necessary in order to investigate, prevent, or take action regarding potential illegal activities, suspected fraud, violations of these Terms and Conditions or as evidence in a legal proceeding in which the Company is a party.

All Confidential Information disclosed, provided, or made accessible by, or on behalf of, the Disclosing Party shall remain the property of the Disclosing Party. By disclosing, providing or making accessible Confidential Information to Recipient, the Disclosing Party does not grant any express or implied license or right to any Confidential Information.

The provisions of this Article 8 shall remain effective for the duration of these Terms and Conditions and continue for three (3) years following its termination.

The content of the Assessment Questionnaire and information related to the Company methodology and rating service are considered as Confidential Information.

The Evaluated Company grants the Company the right to display Directory information on the Solution.

The Company is expressly authorized by the Evaluated Company to collect and process its data to generate anonymized benchmark and content in order to feed its database and to use them for all purposes and conditions within the scope of its activities

The Evaluated Company may, at its sole discretion, decide to accept and authorize the disclosure of its Scorecards to the Supplier who makes the request.

9. Personal Data

For the purposes of this article, the terms "process", "data subject",

"data controller", "personal data" and "data processor" shall have the meaning given to them by GDPR.

While operating the Solution and providing the Services, the Company, as a data controller, will process personal data of the Evaluated Company (i.e. name, email address, IP address) in accordance with the EU General Data Protection Regulation 2016/679 (hereafter "GDPR") and the French Data Protection Act as amended (hereafter "FDPA"), together hereinafter the "Data Protection Law".

In order to perform its contractual obligations, the Company collects personal data for the following purposes: (i) the provision of the Services by the Company, (ii) the access to and the use of the Solution by the Evaluated Company and (iii) the payment of the Services and the access to the Solution.

In accordance with Data Protection laws, the Evaluated Company, acting as a data subject, has the right to access, to correct and to erase personal data as well as the right to withdraw the consent and opt-out at any time from Company's communications, to object and to restrict to processing and to data portability. The Evaluated Company also has the right to lodge a complaint to the data protection authority.

For any complaints and/or questions regarding the processing of the personal data and for exercising its rights, the Evaluated Company may contact the Company at the following address:

inteliam

4 place Amédée Bonnet

69002 Lyon

Email: hamza.sibai@inteliam.eu

If the Evaluated Company wants to access to more information related to the data processing performed by the Company and related to its rights on its personal data, the privacy policy of the Company is accessible on the Company's website as well as through the following links: <https://inteliam.eu/politique-de-confidentialité>.

(a) Data processed

The Company respect each individual's right to privacy and will collect and use information received directly from Evaluated Companies through the Solution only in the manner set forth in this article.

In order, for the Company, to perform its contractual obligation, the Company may collect personal data, such as name, email address, IP address...

(b) Retention of personal of data

The personal data is processed confidentially by the Company and only for the time necessary to perform the Services and the access to the Solution.

In some cases, the Company may anonymize the Evaluated Company's personal for statistical purposes. In this case, the Company may use such information without any retention period.

(c) Purposes of Personal data

Personal data is not used for purposes other than those specified above or transferred to third parties (except to potential subcontractors within the scope of the Services and the access to

the Solution), either free of charge or for a fee.

Thus, the Company only collects personal data that allows:

- to perform the Services
- to access the Solution

(d) Hosting and transfer of personal data

Personal data will be hosted and processed exclusively on or from servers located in the European Union.

In the event of the transfer of personal data to a third country, not belonging to the European Union, or to an international organization, the Company will use the standard contractual clauses published by the European Commission, as amended from time to time, to regulate the flow of personal data.

(e) Protection/security of personal data

In connection with this processing, the Company:

- takes adequate physical, administrative and technical measures to protect such data against their accidental or unlawful destruction, accidental loss, alteration, disclosure, any unauthorized access, in particular over the Internet, as well as against any form of unlawful processing

(f) Recipients of the personal data

The Company shares the personal data with its employees who are authorized to do so by virtue of their employment or duties and, if necessary for the performance of the purposes described above, with third-party service providers who perform services on our behalf, such as IT service providers which host and manage the personal data or which enable the delivery of the Solution and/or Services.

(g) Data subject's rights

The Evaluated Company has the right to request access, rectification, portability and deletion of its personal data as well as the right to object to and restrict the processing of its personal data. If the Evaluated Company believes, after contacting the Company, that its rights are not being respected, the Evaluated Company may file a complaint with the CNIL.

(h) Contact

For any complaints, requests and/or questions regarding the processing of the personal data, the Evaluated Company may contact the Company at the following address:

inteliyam
4 place Amédée Bonnet
69002 Lyon
Email: hamza.sibai@inteliyam.eu

10 . Duration and Renewal of Services

(a) These Terms and Conditions shall enter into force from the day the Evaluated Company accepts the Terms and Conditions for an initial period of twelve (12) or thirty-six (36) months (depending on the selected subscription term by the Evaluated Company (the "Initial Period").

These Terms and Conditions shall on each anniversary thereafter automatically renew for the same initial subscription term and for the plan (standard or premium) decided by the Evaluated Company (hereinafter each period being referred to as an "Additional Period"), unless terminated in accordance with article 11 below.

11. Termination

(a) Termination for Cause

The Company is entitled to terminate these Terms and Conditions, *de plein droit*, if the other party is in material breach of any of its obligations under these Terms and Conditions and fails to correct such breach within fifteen (15) days after the receipt of a written notice of such breach by the Company.

The Evaluated Company's failure to pay for the Services is considered as a material breach for the Company.

The Company may terminate these Terms and Conditions by sending a written notification to the Evaluated Company at least two months before the end of the subscription term.

(b) Termination for Convenience

Either Party may waive the tacit renewal provided hereunder and terminate these Terms and Conditions. Such waiver shall have effect only if the waiving Party gives written notice to the other Party of its decision not to automatically renew the Agreement, at least sixty (60) days prior to the end of the Initial Period or any Additional Period. In such a case, the termination of these Terms and Conditions shall take effect at the end of the Period currently ongoing on the date the waiver is notified to the other Party.

(c) Effect of Termination

Upon any termination of these Terms and Conditions, the Evaluated Company shall (i) pay the Company any amounts owing to the Company through and including the date these Terms and Conditions terminate, and (ii) immediately cease to use the Solution, promptly delete any copies thereof and delete or discard any documentation related thereto, wherever stored or located, and (iii) confirm to the Company such deletion and destruction within fifteen (15) days as from the termination date of these Terms and Conditions.

12. Assignment

Neither Party may assign or transfer all or part of these Terms and Conditions, or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, the Company may, without the consent of the Evaluated Company, assign these Terms and Conditions to any person or entity that is acquiring all or substantially all of its assets or stock, or which is a successor to the Company by merger, consolidation, or other business combination. Any assignment or transfer in violation of this Article 13 shall be void.

13 . Governing Law, Jurisdiction

These Terms and Conditions shall be governed by French law.

Any dispute arising out of or in connection with these Terms and Conditions, including disputes on their conclusion, binding effect, amendment and termination, shall be submitted to the exclusive jurisdiction of the courts of Lyon.