

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES (GTCS)

Artifeel SAS — Check'In Products & Alarm-as-a-Service

TITLE I — PROVISIONS COMMON TO SALES AND SUBSCRIPTIONS

Article 1 — Purpose and Scope

These General Terms and Conditions of Sale and Service (hereinafter the “GTCS”) govern the sale of Check'In products (hereinafter the “Product”) and the provision of the “Artifeel Alarm-as-a-Service” subscription service (hereinafter the “Service”) by ARTIFEEL SAS (hereinafter “Artifeel” or the “Service Provider”), a French simplified joint-stock company (société par actions simplifiée), having its registered office at 16 rue Washington, 75008 Paris, registered with the Paris Trade and Companies Register under number 893 873 265, to any customer (hereinafter the “Customer”).

As the Product and the Service are contractually inseparable (see Article 2), these GTCS constitute a single document governing the entire contractual relationship between Artifeel and the Customer, whether it concerns the sale of equipment, subscription to the Service, or both.

These GTCS apply, in the absence of specific terms negotiated and approved by the parties, to any Customer acting for professional purposes, as well as to purchases made by a professional Customer for the purpose of reselling Artifeel Products and Services.

The “Reseller Customer” or “Reseller” means a category of Artifeel Customer that purchases the Products and subscribes to the Service with a view to reselling them on a white-label basis or as part of its own services to third parties (hereinafter the “Indirect Customers”). The specific obligations applicable to the Reseller Customer are set out in Article 9.

Article 2 — Description of the Product and Associated Service

The Check'In Product is an intelligent alarm and monitoring device whose operation requires a subscription to the Artifeel Alarm-as-a-Service Service (see Title III). The Product does not function without an active subscription.

Article 3 — Orders and Acceptance

Any validated order entails full acceptance of these GTCS, covering both the Product and its associated Service.

The contract is entered into upon the electronic confirmation sent to the Customer by email or upon payment for the Product in accordance with the payment methods implemented and communicated by Artifeel.

The Customer's orders must be accompanied by sufficient information to enable Artifeel to fulfil its duty to advise, perform the order within the timeframe contemplated by the parties, and comply with its conformity obligations.

Orders must be placed in writing. They become irrevocable upon receipt of the electronic confirmation sent by Artifeel, after which the Customer may no longer amend or cancel the order without Artifeel's written consent. Artifeel will then communicate the prices, delivery times, and delivery terms applicable to the amended order. Any cancellation or amendment shall require the Customer to reimburse Artifeel for all additional costs incurred as a result. Documents provided to the Customer remain Artifeel's property and may not be used or disclosed to third parties without Artifeel's formal and express consent. They must be returned to Artifeel without delay in the event of cancellation. Artifeel reserves the right to make acceptance of an order conditional upon immediate payment, the provision of guarantees, or the submission of accounting documents enabling Artifeel to assess the Customer's creditworthiness.

Any order accompanied by payment of a deposit is firm and final. If the Customer cancels the order for any reason whatsoever, except in the event of force majeure (see Article 8), the deposit paid shall be retained by Artifeel as fixed compensation for the loss suffered and costs already incurred as a result of the cancellation, without prejudice to Artifeel's right to claim additional compensation where the actual loss exceeds the amount of the deposit paid.

Article 4 — Prices and Payment

Prices are stated exclusive of taxes. Payment for the Product is due in full upon ordering, unless specific payment terms have been agreed with the Customer.

Unless otherwise expressly negotiated between the parties, Artifeel's Product and Service price list may change at any time. The price applicable to an order is the price stated in the quotation accepted by the Customer, provided that the quotation is accepted within the validity period stated therein. After that period, a new quotation reflecting the then-current price list must be issued.

The price set out in the accepted quotation shall remain applicable throughout the performance of the relevant order or subscription, subject to any price adjustment mechanisms expressly stipulated in that quotation.

Any payment made after the due date shown on the invoice shall automatically give rise to late-payment penalties, without any prior formality. These penalties shall be calculated in accordance with Article L. 441-10 of the French Commercial Code.

A fixed recovery fee of EUR 40 shall also be payable automatically for any invoice paid after its due date. If the recovery costs actually incurred exceed this amount, additional compensation may be claimed upon presentation of supporting documents.

If an invoice remains unpaid on its due date, Artifeel reserves the right to remotely suspend access to the connected features and services of the relevant products until all outstanding amounts have been paid in full. Such suspension shall not affect ownership of the equipment and shall be lifted once payment has been regularised.

Article 5 — Personal Data

Data is processed in accordance with the GDPR.

- Legal basis: performance of the contract and legitimate interest in managing the business relationship.
- Rights: access, rectification, and erasure by contacting dpo@Artifeel.com.
- Hosting: within the European Union.

Where the Reseller collects personal data from end users in connection with the resale or activation of the Service, it acts as a data controller separate from Artifeel. It undertakes to obtain users' consent for any transfer of data to Artifeel, in accordance with the GDPR.

The Parties undertake to comply with the applicable data-protection rules and, in particular, French Law No. 78-17 of 6 January 1978, as amended, known as the French Data Protection Act, and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”).

The Parties agree that Artifeel, as Service Provider, qualifies as a processor within the meaning of Article 28 of the GDPR and that the Customer qualifies as the controller. Under no circumstances shall the Parties be deemed joint controllers in connection with the Service.

The Parties agree that the obligations applicable to processing on behalf of a controller are described in the Data Processing Agreement (“DPA”) appended hereto. If the Parties' respective qualifications are demonstrably incorrect, they shall meet to amend this clause and take all measures required to comply with the applicable rules.

In addition, the Service Provider may process Customer data (for example, employee data) in connection with implementation of the Service. The Customer may consult the Service Provider's Privacy Policy, available on its website or platform, and undertakes to ensure that its users are informed thereof.

Article 6 — Liability

The Service constitutes an intrusion-detection and notification aid. Artifeel is subject to a best-efforts obligation and not an obligation to achieve a specific result.

Under no circumstances does the Service constitute a guarantee against theft, damage, or loss of property, nor may it replace an insurance policy covering such risks, which the Customer is responsible for obtaining. Accordingly, the value of stolen, damaged, or lost property may under no circumstances be claimed from Artifeel on any basis whatsoever, including where a failure to meet the detection obligation has been established.

Artifeel also disclaims all liability in the event of failure of the operator's network or hosting provider, force majeure, or a cyberattack. Any disruption attributable to a third-party partner, including a remote-monitoring provider or connectivity operator, shall be governed exclusively by the contract between the Customer and that partner.

Artifeel shall be liable only for direct, proven loss resulting from a breach of its contractual obligations, except in the event of gross negligence or wilful misconduct by Artifeel.

Indirect loss, including loss of business, loss of data, loss of opportunity, and reputational damage, is excluded from compensation.

In all circumstances, Artifeel's total liability under these GTCS, for all losses combined, shall not exceed the total amount paid by the Customer during the twelve (12) months preceding the event giving rise to the loss.

Artifeel assumes no liability toward the Reseller's Indirect Customers. Any claim concerning sales, installation, or commissioning performed by the Reseller shall be the Reseller's sole responsibility.

Article 7 — Marketing Communications

Any use by the Customer of Artifeel's logo, trademarks, or materials requires prior written authorisation. The Customer must communicate messages consistent with Artifeel's official documentation regarding the Service's features and limitations.

Unless the Customer objects in writing, Artifeel is authorised to mention the Customer's trade name, corporate name, logo and/or trademark in its commercial references, marketing materials, presentations, or publications, including visuals, websites, brochures, and social media, solely for reference purposes or to provide information about the collaboration.

Such use does not grant Artifeel any intellectual-property rights in the Customer's materials, shall respect the Customer's image and brand guidelines, and is not intended to promote a product competing with those of the Customer.

The Customer may at any time request in writing that such use be withdrawn or discontinued, which shall occur within a reasonable period.

Article 8 — Force majeure

Artifeel may not be held liable for failure to perform any of its obligations where such failure is directly or indirectly caused by an event of force majeure, including strikes, lock-outs, factory closures, equipment failure, shortages of raw materials, delays caused by a subcontractor or supplier, inability to pass on a substantial increase in the price of raw materials or labour, or natural disasters.

A force majeure event shall suspend Artifeel's obligations for the duration of the event. If the force majeure situation continues for more than one (1) month, either Party may, subject to prior notice, terminate the unperformed portion of the order without compensation being payable by either Party.

Article 9 — Reseller Customer: Obligations, Warranties, and Service Continuity

The Reseller Customer acts independently and remains solely responsible to its own customers for compliance with statutory and contractual requirements relating to sales and consumer protection.

The Reseller Customer undertakes to:

- inform its own customers that the Product and the Service are inseparable;
- provide them with the relevant extracts from these GTCS, in particular the terms of use, warranty terms, and data-processing provisions;
- ensure that the contractual and commercial information it provides, including prices, terms, warranties, and service duration, is accurate and compliant;
- comply with Artifeel's procedures for registering and activating devices;
- obtain all consents required in connection with data processing and remote monitoring; and
- include the following statement in its own contracts or terms and conditions of sale: "The Artifeel Alarm-as-a-Service service is provided by Artifeel. The distributor is responsible solely for marketing the equipment and managing the customer relationship."

Where a subscription is taken out by a Reseller Customer on behalf of a third party, the subscriber represents that it has obtained the end customer's prior consent and undertakes to provide that end customer with all information and contractual obligations relating to the Service governed by these GTCS. A Reseller or integrator that activates a subscription for an end customer acts in its own name and on its own behalf and is solely responsible for the quality of the information provided when creating or transferring the Artifeel account.

The Reseller shall indemnify and hold Artifeel harmless against any claim or action brought by its customers based on missing or inaccurate information resulting from the Reseller's breach, and shall compensate Artifeel for any loss, costs, or judgment arising from an action brought by an end user on that basis. Artifeel may not be held liable for any omission or communication error by the Reseller or for the Reseller's failure to comply with its contractual obligations toward its customers.

If these obligations are breached, Artifeel reserves the right to suspend the supply of Products and Services to the Reseller without compensation.

Service continuity in the event of Reseller default — Where the Reseller distributes or manages the Artifeel Service on behalf of Indirect Customers, the Reseller remains solely responsible for ensuring service continuity for those customers. However, in order to maintain such continuity, Artifeel reserves the right to intervene directly with the Indirect Customers if a financial, technical, or operational failure by the Reseller makes continuation or renewal of the Service impossible, or if the Reseller fails to respond to two successive written notices within a period of fifteen (15) days.

In such a case, Artifeel may inform the Indirect Customer of the situation, offer to migrate the subscription directly to Artifeel without interrupting the Service, and collect payment directly for the transferred subscriptions. This intervention is precautionary and intended solely to guarantee continuity of the Service and the security of the installed device; it shall not constitute a transfer of clientele or an abusive termination of the commercial relationship with the Reseller. Once the situation has been regularised, Artifeel

may return management of the Indirect Customer to the Reseller, or maintain the direct relationship if expressly requested by the Indirect Customer.

Article 10 — Amendments to the GTCS

Artifeel may update these GTCS by notifying the Customer at least fifteen (15) days before the amendments take effect. A subscribing Customer may reject the amendment by deactivating its subscription before the relevant renewal date.

Article 11 — Governing Law and Jurisdiction

These GTCS are governed by French law. Any dispute relating to their formation, performance, or interpretation shall fall within the exclusive jurisdiction of the Paris Commercial Court.

TITLE II — TERMS SPECIFIC TO THE SALE OF EQUIPMENT

Article 12 — Delivery and Transfer of Risk

Risk passes upon handover to the carrier, or in accordance with the Incoterm stated on the invoice.

Delivery times are specified in the specific terms of Artifeel's electronic order confirmation, except in cases of force majeure.

Article 13 — Statutory Warranties

Artifeel Products are warranted against defects in materials or workmanship for a period of two years from the Product's manufacturing date.

Work performed under the warranty, including replacement, repair, or modification of the Products, shall not extend the warranty period.

Defective Products shall be returned at the Customer's cost and risk.

The warranty may be invoked only if the Customer has notified Artifeel of the defect affecting the Product within fifteen (15) days after discovering it, and the Customer bears the burden of proving the date of discovery.

The warranty applies only to latent defects that render the Product unfit for its intended use and could not be detected before use.

The following are excluded from the warranty and may not give rise to Artifeel's liability: apparent defects; defects and deterioration caused by normal wear and tear or by an external cause, including but not limited to lightning, overvoltage, water damage, fire, sabotage, and more generally any cause beyond Artifeel's control; negligence by the Customer or failure to supervise; use of the Product contrary to its intended purpose, function, technical specifications and/or Artifeel's instructions; lack of maintenance; or installation, modification, or repair of the Product performed by the Customer in a non-compliant manner.

Products that have been modified, repaired, or opened without Artifeel's consent, as well as consumables such as batteries and accessory kits, are excluded from the warranty. Custom Products not included in the catalogue are excluded from this warranty and shall be governed by a separate agreement between the Customer and Artifeel.

Artifeel's liability under the warranty is limited to replacement or repair of the Product or component acknowledged as defective by its departments, to the exclusion of compensation for any direct or indirect damage to property or persons, including commercial loss, loss of orders, loss of use, damage to brand image, any business disruption, loss of profit or customers, and any claim made by a third party against the Customer, for which the Customer shall act as its own insurer and obtain the appropriate insurance coverage.

The warranty may under no circumstances give rise to a refund, coverage of workshop return costs, or payment of travel and accommodation expenses for personnel required on site where the Products cannot be returned to the workshop because of their nature.

In all circumstances, Artifeel's liability under the warranty is limited to a maximum amount equal to the value of the relevant delivery. Repairs performed as part of Artifeel's after-sales service are warranted for three months, parts and labour included.

TITLE III — TERMS SPECIFIC TO THE ALARM-AS-A-SERVICE SUBSCRIPTION

Article 14 — Subscription Terms

The Service is provided through the Check'In technology platform (hereinafter the “Platform”), which includes, without limitation, the Check'In Apps, the Check'In Dashboard, and any other data-access or visualisation tool made available to users by Artifeel for the purpose of providing the Service. A subscription is required for the Product to operate.

An Artifeel Service subscription is defined according to three criteria: the Subscription Type (see Article 15), a subscription term defined at the time of purchase, and the relevant Check'In model.

The subscription begins:

- on the device activation date, corresponding to the scanning of the Check'In QR code in the Artifeel applications during the installation process; or
- automatically six months after the declaration date in the Platform if no installation has taken place, that date corresponding to allocation of the devices within the Customer's organisation.

Article 15 — Subscription Types

Artifeel offers several subscription types, enabling the Customer to select the desired level of service for one or more Check'In devices. Each plan includes a specific scope of services, such as connectivity, remote monitoring, options, and related services. Full details of the subscription types, their features, and the included services are set out in Artifeel's product catalogue, available upon request.

The basic subscription type is Alarm-as-a-Service. This subscription includes access to the following services:

- Embedded AI service: a licence to use Artifeel's patented AI technology, enabling real-time, 24/7 monitoring and improvement of vibration-detection algorithms;
- Access to the Dashboard and Applications;
- Real-time alert notifications by push notification and/or email;
- Real-time transmission of alerts to the Customer's remote-monitoring provider, excluding that provider's integration costs;
- Automatic remote updates of Check'In firmware in order to improve performance; and
- Access to the help centre at support.artifeel.com and to Artifeel customer service, Monday to Friday from 9:30 a.m. to 6:00 p.m., excluding public holidays.

Article 16 — Service Availability

The Service provided under the subscription relies on third-party communication networks, including mobile networks, local infrastructure, and partner operators, over which Artifeel has no control. Consequently, Artifeel cannot guarantee continuous, uninterrupted, or fault-free availability of the Service, particularly where the Check'In device is used in areas with insufficient, unstable, or technologically incompatible network coverage.

The Customer is informed that proper operation of the Service is guaranteed only in the country in which the Product was officially distributed by Artifeel. Use of the device in another country may result in partial or complete lack of connectivity, limitations to the Service, or total inability to transmit alerts. No refund or compensation shall be granted in such circumstances.

The quality, speed, and reliability of alert or data transmission may vary depending on the country of installation, local telecommunications operators, site configuration, or any other technical constraint beyond Artifeel's control.

Artifeel undertakes to use reasonable efforts to provide the Service properly, subject to technical constraints and external dependencies. The Customer acknowledges that Artifeel may not be held liable for interruptions, delays, unavailability, or malfunctions resulting from:

- absence or deterioration of mobile or Internet network coverage;
- regulatory restrictions specific to the country of installation;
- disruptions relating to the telecommunications operator or the Customer's infrastructure; or
- non-compliant installation or an unsuitable hardware environment.

The Service is provided “as is” and without any guarantee of permanent performance. The Customer remains responsible for ensuring that the installation environment is compatible with the Product and Service requirements.

Article 17 — Monitoring and Suspension

The Customer may verify the expiry date of its subscription at any time on the Artifeel Platform. Before the end of the subscription period, Artifeel shall notify electronically the contacts identified by the Customer in the Platform.

If the subscription is not renewed, the Service is suspended:

- the Check'In device is blocked and may no longer be installed;
- intrusion detection is deactivated;
- connectivity is deactivated; and
- the device can no longer send notifications, text messages, or alerts.

Access to the Dashboard and the application may also be blocked.

Article 18 — Renewal and Reactivation

The Customer must contact Artifeel at sales@artifeel.com to renew its subscriptions. Artifeel shall issue a quotation specifying the subscription type, model, subscription term, quantity, amount, and list of relevant products identified by their IMEI numbers. Once payment has been received, Artifeel shall renew the subscriptions for the relevant products on the Customer's platform.

If the Service has been suspended (see Article 17) and the device remains without a subscription for more than one month, Artifeel reserves the right to charge the Customer a reactivation fee to return the device to service. Such fee shall be capped at 50% of the subscription amount payable for the period during which no subscription was active.

Article 19 — Termination

The Customer may terminate its subscription at any time by choosing not to renew it. Artifeel may terminate the subscription in the event of fraudulent use, non-payment, or a threat to network security. The device shall then remain suspended, with no refund for any subscription period already commenced.

Where a subscription includes connectivity, if the device remains without an active subscription for more than six (6) months, the associated SIM card shall be permanently cancelled with the operator, rendering the device unusable in its current condition.

Artifeel shall notify the Customer electronically at least thirty (30) days before expiry of that period and invite the Customer to renew the subscription in order to avoid cancellation.

After that period, the Customer may still return the device to service by sending it back to Artifeel for replacement of the SIM card. Shipping costs shall be borne by the Customer. SIM-card replacement and recommissioning shall be subject to a prior quotation, which the Customer is free to accept or reject.

If the Customer fails to respond to or pay the quotation within three (3) months after it is sent, Artifeel shall issue a formal notice by registered letter with acknowledgement of receipt. The notice shall inform the Customer that, unless it responds within thirty (30) days after receiving the letter, the Product shall be deemed abandoned and Artifeel reserves the right to dispose of it freely, including by destruction, recycling, or reuse, without compensation.

Article 20 — Customer Obligations

The Customer must:

- keep its contact details up to date;
- protect its login credentials; and
- use the device and platforms in accordance with the installation instructions and applicable local standards.

DATA PROCESSING AGREEMENT (DPA) — CHECK'IN — ARTIFEEL SAS

1. Introduction

This Data Processing Agreement (the “Agreement”) governs the use of the Personal Data of Artifeel’s customers (the “Customer”) by Artifeel (the “Processor”) when they use the Dashboard Pro service (the “Service”).

2. Definitions

The terms “adequacy decision”, “technical and organisational measures”, “data subjects”, “data protection by design”, “data protection by default”, “record”, “joint controller(s)”, “controller”, “processor”, “processing”, and “personal data breach” shall have the meanings set out in Article 4 et seq. of the GDPR. The following additional definitions apply:

- Agreement: the appendix to the Contract governing the use of Customer Data in accordance with Article 28 of the GDPR (the “DPA”).
- DPIA: a data protection impact assessment designed to verify the proportionality of processing operations and prevent the associated risks.
- Anonymisation: processing that irreversibly prevents the identification of data subjects.
- Supervisory Authority: the authority competent for GDPR matters relating to the Service.
- Customer: the entity that has subscribed to the Service.
- Contract: the contract entered into between the Processor and the Customer for use of the Service, to which this Agreement is appended.
- Data Subject Request(s): the fundamental rights established by the GDPR (Articles 15 et seq., including access, erasure, etc.).
- Customer Personal Data: any data relating to an identified or identifiable natural person, transmitted to the Processor and processed on behalf of the Customer (a detailed list is set out in the Appendix).
- Party/Parties: the Customer and the Processor, individually or jointly, as applicable.
- GDPR: Regulation (EU) 2016/679 of 27 April 2016.
- Applicable Data Protection Laws: French Law No. 78-17 of 6 January 1978, as amended, and the GDPR.
- Reversibility: the transfer and integration, in a usable format, of Customer Data into an equivalent service provided by another service provider.
- SaaS Service: software hosted by the Processor and capable of being used simultaneously by an unlimited number of customers.
- Sub-processor: any subcontractor appointed by the Processor to process Customer Data in connection with the Service.
- End Users: persons whose Data is processed by the Processor on behalf of the Customer.

3. Contractual Relationship and Term

This Agreement forms an indivisible appendix to the Contract. In the event of any conflict, the obligations set out in this Agreement shall prevail over the Contract with respect to all GDPR-related matters. This Agreement shall apply throughout the term of the Contract and may continue thereafter for as long as the obligations set out herein remain applicable.

4. Roles of the Parties and Scope

The Customer acts as controller of the processing activities, and Artifeel acts as processor within the meaning of Article 28 of the GDPR. Under no circumstances shall the Parties be considered joint controllers. In the event of an incorrect qualification or a change in the Parties’ respective roles, the Parties shall meet to amend this Agreement and ensure compliance with the Applicable Data Protection Laws. This Agreement exclusively governs processing carried out by Artifeel in its capacity as Processor, excluding any processing carried out by Artifeel in its capacity as controller, which is governed by the Contract.

5. Instructions and Undertakings

The Processor undertakes to use Customer Data solely on the basis of the documented instructions set out in the Appendix. It shall immediately inform the Customer if it considers that an instruction is unlawful. The Processor shall not be held liable if the Customer nevertheless maintains such instruction.

The Processor undertakes to comply with the GDPR, maintain a record of processing activities specific to the Service, and develop the Service in accordance with the principles of “data protection by design” and “data protection by default”.

The Processor undertakes never to transfer Customer Data for purposes other than the provision of the Service, nor to use such Data for its own purposes in its capacity as controller.

Personnel authorised to process Customer Data shall be bound by legally enforceable obligations and shall receive regular training and awareness programmes.

The Processor undertakes to ensure the security of Customer Data and to implement the technical and organisational measures detailed in the Appendix. However, the Processor shall under no circumstances be liable for the Customer’s failure to comply with the Applicable Data Protection Laws when using the Service in its capacity as controller.

6. Assistance with DPIAs

DPIAs shall be carried out by the Customer. Upon written request, the Processor undertakes to provide all information necessary for this purpose, without being required to carry out the DPIAs on behalf of the Customer. Any additional request may be refused.

7. Assistance with Data Subject Requests

Data Subject Requests submitted by End Users shall be forwarded to the Customer as soon as reasonably practicable. The Processor shall not be required to maintain an inventory of such requests and shall not be liable for any failure by the Customer in handling them. Upon written request, the Processor shall perform the technical actions necessary to assist with such requests, without managing them on behalf of the Customer. Any additional request to that effect shall be refused. Data Subject Requests addressed to the Processor in its capacity as controller shall be handled exclusively by the Processor and shall not be forwarded to the Customer.

8. Assistance Regarding Security Measures

The Processor undertakes to provide all necessary information regarding the technical and organisational security measures implemented for the Service.

9. Personal Data Breaches

The Processor shall notify the Customer of any personal data breach likely to concern Customer Data no later than forty-eight (48) business hours after becoming aware of it and shall provide the information necessary to mitigate its effects. The seventy-two (72)-hour period applicable to the Customer shall begin only when the Customer itself becomes aware of the breach. The Processor is not authorised to notify the Supervisory Authority or End Users on behalf of the Customer. Any request to that effect shall be refused.

10. Sub-processors

The Customer authorises the Processor to appoint Sub-processors, provided that the Customer is informed of any change so that it may raise objections. A separate authorisation for each SaaS tool is not applicable and may prevent the proper operation of the Service. If no objection is raised within eight (8) days, the new Sub-processor shall be deemed definitively appointed, and the Customer shall have no further right of recourse. Objections shall be considered admissible by default where they are based on direct competition, ongoing litigation with the Customer, a sanction imposed by a Supervisory Authority within the preceding twelve (12) months, or failure to comply with the rules governing transfers outside the European Union. Where an objection is admissible, the Processor shall propose one of the following measures: removal of the Sub-processor, implementation of additional security measures, or termination of the Service without damages. The Processor shall appoint only Sub-processors providing sufficient guarantees, governed by an agreement imposing obligations similar to those set out in this Agreement. The Processor shall remain liable, within the limits set out in the Contract, for any failure by such Sub-processors to comply with the GDPR.

11. Hosting and Transfers Outside the European Union

a) Hosting— The Processor shall host Customer Data within the European Union, in a Member State of its choice. Any hosting outside the European Union shall require the Customer's prior authorisation, the execution of Standard Contractual Clauses, and, where necessary, additional technical safeguards.

b) Transfers— The Customer generally authorises transfers outside the European Union where both of the following conditions are met: (i) the transfer is made to GDPR-compliant Sub-processors; and (ii) the transfer is made to a country benefiting from an adequacy decision or is governed by appropriate safeguards, including Standard Contractual Clauses. In all other cases, the Customer's prior consent shall be required. Additional security measures shall be mandatory for any transfer to a non-democratic country.

12. Data Retention and Disposal

The Processor shall retain Customer Data for the duration of the Customer's use of the Service, in accordance with the instructions set out in the Appendix, and shall delete such Data upon termination of the Contract. A deletion certificate may be provided upon written request. The Customer must retrieve its Data before the expiry of this Agreement. Failing this, deletion shall be irreversible, and the Processor shall not be liable for the loss of such Data. The Customer accepts total and irreversible anonymisation as a valid method of deletion. The Processor may retain anonymised data for the purpose of improving the Service. The return of data required under the GDPR shall not constitute Reversibility to a new processor. Any request to that effect shall be refused.

13. Audits

The Customer may conduct one audit per year by means of a written questionnaire, which shall constitute a sworn declaration. The Processor shall respond within a reasonable period. The Customer may also carry out, once per year and at its own expense, an on-site audit where an established breach has caused documented harm. Such audit must be notified thirty (30) days in advance and may be conducted by the Customer or by an independent third party. The Processor may refuse a third party where that party is a competitor, has a conflict of interest, or is involved in litigation with the Processor. The Processor may restrict access to certain areas for confidentiality or security reasons and shall communicate the relevant audit results in such cases. Where a duly evidenced non-compliance with the Applicable Data Protection Laws is identified, the Processor shall remedy it without delay and at its own expense. In the event of a dispute, the Processor may propose: an amicable solution; referral to the Supervisory Authority; or referral to an independent expert, subject to the Customer's prior written approval.

14. Cooperation with Authorities

The Processor shall cooperate with the CNIL in the event of an investigation relating to the Service's processing activities and shall notify the Customer without delay of any request from an administrative, judicial, or law-enforcement authority concerning Customer Data.

15. Contact

Each Party shall appoint a contact person responsible for receiving notices relating to this Agreement. The Processor has appointed Dipee SAS as its Data Protection Officer: dpo@artifeel.com — Dipee SAS, 95 avenue du Président Wilson, 93100 Montreuil, France —+33 (0) 1 59 06 81 85.

16. Amendments

The Processor may amend this Agreement where required by changes to the Applicable Data Protection Laws or by changes to the Service that affect the provisions of this Agreement.

APPENDIX 1 — DETAILED CUSTOMER INSTRUCTIONS

1.1. Purposes and Legal Bases

The Service provides a PaaS platform for managing a fleet of Check'In sensors, including fleet monitoring, management of access rights for each Check'In device, and event management.

The following processing activities are carried out exclusively in connection with the Contract:

- Management of Dashboard and Check'In application accounts
- Management of the device fleet and access rights for Check'In tools
- Replication of Data to backup servers
- Management of Customer Data in connection with the Service
- Security management and maintenance of the Service
- Hosting of the Customer database

1.2. People concerned

End Users, including employees, staff members, agents, interns, and similar persons.

1.3. Processing Operations

Adaptation, disclosure to Sub-processors, retention, collection, recording, alteration, organisation, deletion, and use.

1.4. Categories of Data Processed

- "Standard" data: identification and contact details of End Users
- "Specific" data: voice data

1.5. Retention Period

Customer Data shall be retained for the duration of the Contract.

2.1. Technical Security Measures

- Multi-factor authentication for Service users
- Complex passwords required for login
- Encryption of passwords in the back office
- Database encryption
- HTTPS-secured platform and application
- Regular penetration testing
- Access logging and traceability
- Antivirus software and firewalls for employees

2.2. Organisational Security Measures

- Access badges
- Information Systems Policy
- Data protection clauses in employment contracts
- Access authorisation procedure
- Procedure for handling End Users' data subject requests
- Data breach response procedure
- Information Systems Security Policy
- Rules of conduct
- Awareness training twice a year

APPENDIX 2 — Inventory of Sub-processors and Transfers Outside the European Union

See the Inventory of Sub-processors.