

LICENSING AND MAINTENANCE CONTRACT FOR THE ONE & NEO SOLUTIONS

Preamble: Edifice, a simplified joint-stock company with a capital of €68,950.66, registered with the RCS of Nanterre under the number 528 784 325, whose registered office is located at 10 Boulevard des Batignolles, 75017 Paris, France.

Edifice is the publisher of the ONE & NEO Solutions, primary school (ONE) and secondary school (NEO) versions of a digital educational platform (the Platform) taking the form of a secure social network, designed for education and open to all members of the educational community (teachers, students, parents, management staff, and administrative staff) as well as its partners.

The ONE & NEO Solutions allow the entire educational community to exchange and share educational content during and outside of class periods.

The Client reports having the power and the necessary capacity to fulfill the obligations provided herein. The Client acknowledges that the ONE & NEO Solutions are standardized solutions, that they have previously verified the adequacy of the ONE & NEO Solutions with respect to their own needs and that they have received all the information and advice necessary to subscribe to the ONE & NEO Solutions in an informed manner.

1 DEFINITIONS

Administrator: Refers to the member(s) of the Client's staff or the Teacher designated by the Client to whom extended user rights are allocated, allowing in particular to manage and configure the access rights of Users to the Solutions, to moderate the contents published on the Platform, and to configure access to Third-Party Services as detailed in Appendix 1 (Description of the ONE & NEO Solutions);

Edifice Applications or Applications: Refers to the various internal application modules and services made available to the Client and Users by Edifice on the Platform, excluding Third-Party Services, under the conditions described in this Contract;

Terms and Conditions or T&C: Refers to the contractual conditions governing the use of the Solutions by the Users, available on the Platform under the conditions described in **Article 6.4**;

Contract: Refers to the present contractual conditions governing the relations between the Client and Edifice, including this document, its appendices, the related purchase orders, and any potential amendments;

Personal Data Protection Charter: Refers to the document appearing on the Platform containing information on the Processing of Personal Data that is implemented by the Client, in a standard manner, using the Personal Data of the Concerned Individuals due to the provision of Services.

Documentation: Refers to any document, manual, instruction communicated or provided to the Client by Edifice by email or published on the website of (<https://one.edifice.io>) or NEO (<https://neo.edifice.io>) which may be updated at any time by Edifice.

Personal Data: Has the meaning given to this term within Article 4 of the GDPR.

Client Data: Refers to data of any nature communicated, by any means whatsoever, by the Client in the context of this Contract, including through the use of the Solutions, which may include Personal Data.

User Data: Refers to the data related to the Users or the contents of any nature published, communicated, or transmitted by means of the Solutions and within the framework of this Contract, which may include Personal Data;

Third-Party Suppliers: Refers to the suppliers and publishers of services other than Edifice ("**Third-Party Services**") and offering services to which the Client wishes to allow Users access through the Solutions;

Credentials: Refers to the username assigned to each User by the Client or the Administrator and the password chosen by the User;

Updates: Refers to any minor modification or improvement to the Solutions including patches, bug fixes, and maintenance releases that Edifice is likely to develop and make available to the Client at its discretion under the present Contract;

SaaS Solutions Offer: Refers to the offer selected by the Client wishing to benefit from the provision of the ONE and/or NEO Solutions in SaaS;

OPHA Solutions Offer: Refers to the offer chosen by the Client who desires to have the ONE and/or NEO Solutions available, installed on servers selected by them, and tailored to stringent requirements;

OPHA: Refers to a version of the ONE and/or NEO Solutions installed on servers chosen by the Client (On Premises) and adapted to stringent requirements (High Availability), which can be installed by Edifice at the request of the Client when the latter has subscribed to the OPHA Offer;

Edifice Platform or Platform: Refers to the virtual learning environment developed by Edifice allowing access, management, and use of Applications for the Client and the Users and enabling access to Third-Party Services. The technical features of the Platform are described in **Appendix 1** (Technical description of the ONE & NEO Solutions) as part of the SaaS Solutions Offer and in **Appendix 3** (Special conditions applicable to the OPHA Solutions Offer);

Data Protection Regulation: Refers to all applicable laws and regulations related to the use or processing of Personal Data that are applicable to the Services, including: a) Regulation No. 2016/679 of April 27, 2016, known as the General Data Protection Regulation ("**GDPR**"); and b) legislations implementing, supplementing, and/or adopted pursuant to the GDPR that are applicable to the Services, including Law No. 78-17 of January 6, 1978 (amended), known as the 'Data Processing and Liberties Law'; and c) national legislation applicable to the Services that transpose Directive 2002/058 of July 12, 2002, known as the "e-Privacy Directive;"

SaaS: Refers to a version of the ONE and/or NEO Solutions installed on Edifice's servers (Software as a Service) that can be made available to the Client by Edifice under this Contract when the Client has subscribed to the SaaS Solutions Offer;

Services: Refers to all the rights granted to the Client and its Users by Edifice with respect to the Solutions as well as all the Support Services provided by Edifice to the Client under this Contract;

Support Services: Refers to the services assisting in the commissioning of the ONE & NEO Solutions as well as the maintenance and assistance in the use of the ONE & NEO Solutions provided by Edifice to the Client according to the terms described in **Appendix 2** for the SaaS Solutions Offer and under the special conditions of the applicable order form for the OPHA Solutions Offer;

ONE & NEO Solutions or Solutions: Collectively refers to the Platform and the Applications;

SSO: Single Sign-On system allowing Users to connect to Third-Party Services using only their Credentials;

Users: Refers to the students, Administrators, parents of students, staff, and representatives of the Client authorized by the latter to access and use the Solutions under the conditions provided in this Contract and in the Terms and Conditions.

2 PURPOSE

This Contract is intended to define the legal, technical, and financial terms under which Edifice will provide the Client and the Users with the ONE & NEO Solutions, either as part of a SaaS Solutions Offer or an OPHA Solutions Offer, depending on the applicable situation, and will render the Support Services, against the payment of the fees and prices outlined in the financial terms.

The technical features of the Solutions are described in more detail in **Appendix 1** for the SaaS Solutions Offer and in **Appendix 3** for the OPHA Solutions Offer. The modalities for carrying out the Support Services are detailed in **Appendix 2** when they are performed under a SaaS Solutions Offer and in the specific conditions listed in the applicable order form when they are provided under an OPHA Solutions Offer.

The Client must first agree to the Contract before they can use the Solutions.

3 EFFECTIVE DATE AND TERM OF THE CONTRACT

This Contract comes into effect from its acceptance by the Parties (the "**Effective Date**"):

- in the case of the SaaS Solutions Offer: for the duration indicated in the applicable order form (the "**Initial Term**");
- In the case of the OPHA Solutions Offer: for the duration indicated in the special conditions of the applicable order form (Special Conditions applicable to the OPHA Solutions Offer) (the "**Initial Term**").

4 DESCRIPTION OF SERVICES

4.1 Provision of Solutions

In accordance with this Contract, Edifice commits to providing the Client with:

- A right of access and use of the Solutions, including the right for the Client and its Users to access and use the Platform as well as the Applications under the conditions defined below, applicable depending on the offer selected by the Client;
- In the case of the "SaaS" Solutions Offer, intrinsic hosting services related to the provision of the Solutions;
- Support Services for the Solutions.

It is specified that the Solutions allow access to third-party services selected by the Client. These Third-Party Services are neither edited nor provided by Edifice, whose responsibility can in no case be sought due to these Third-Party Services.

4.2 Support Services

Under the Support Services, Edifice will provide the Client with maintenance and support services to allow for the scalability and sustainability of the Solutions according to the levels and implementation modalities specified in Appendix 2 for the SaaS Solutions Offer and in the specific conditions of the applicable order form for the OPHA Solutions Offer.

5 THIRD-PARTY SERVICES

The Solutions allow Users to access Third-Party Services selected by the Client and/or the Administrators. The Third-Party Services are accessible without the need for Users to identify themselves, thanks to the SSO provided by Edifice. However, Edifice provides no warranty and makes no commitment regarding Third-Party Providers and Third-Party Services; in particular, Edifice does not guarantee that the content of Third-Party Services is suitable for minor Users and meets the Client's educational, pedagogical, and collaborative objectives. It is the responsibility of the Client and/or the Administrators to ensure that the Third-Party Services to which they wish to allow access through the Solutions meet these objectives. Edifice does not guarantee that Third-Party Services are free of defects or flaws and that they meet appropriate security conditions.

Edifice will in no way be responsible for any direct or indirect damage caused to the Client, its Users, and/or its subcontractors resulting from or related to the use of Third-Party Services, as well as any exchange of data or other interaction between the Client and a Third-Party Provider.

6 OBLIGATIONS OF THE PARTIES

6.1 Collaboration between the Parties

The installation and operation of the Solutions imply a mutual duty of collaboration as well as a duty of information between the Client and Edifice. The Parties commit to mutually inform each other of any event affecting or likely to affect the proper execution of the Contract.

Moreover, if, during the execution of the Contract, a difficulty arises, the Parties commit to alert each other as quickly as possible and to consult each other to resolve the difficulty in the shortest possible time.

6.2 Obligations of Edifice

During the Duration of the Contract, Edifice commits to:

- (i) Allow User access to the Solutions on the basis of a best-efforts obligation, in accordance with the applicable service levels and as described in **Article 8** of this Contract;
- (ii) To provide Support Services to the Client and, where applicable to the Users, without additional charges under the conditions provided in **Appendix 2** for the SaaS Solution Offer and under the specific conditions of the applicable order form for the OPHA Solutions Offer;
- (iii) To provide the SSO connectors allowing Users to access Third-Party Services using their Credentials;
- (iv) Within the framework of the SaaS Solutions Offer, to implement and maintain up-to-date backup, security, and business continuity measures, in accordance with best practices, to maintain the security and integrity of the Solutions, Client Data, and User Data hosted as part of the Services;
- (v) Within the framework of the OPHA Solutions Offer, to collaborate with the host chosen by the Client to define the respective responsibilities of Edifice and the latter for the implementation and coordination of backup, security, and business continuity measures, in order to jointly maintain the security and integrity of the Solutions, Client Data, and User Data hosted as part of the Services;
- (vi) To comply with applicable laws and regulations (including privacy and personal data protection laws) in the context of providing the Services to the Client.

Edifice cannot be held responsible in the event of an inability to fulfill the aforementioned obligations when this inability is caused, in whole or in part, by external failures beyond Edifice's control, related to Third-Party Services or pertaining to the Client's systems or, in the context of the OPHA Solutions offer, to the hosting provider chosen by the Client. Edifice's obligations under the Contract are conditioned upon the Client and the Users adhering to the General Terms of Use of the Platform as well as the terms of this Contract.

6.3 Obligations of the Client

The Client remains solely and exclusively responsible for the use that they and/or their Administrators and/or Users make of their Credentials, their accounts, and more generally of the Solutions, as well as for complying with the stipulations of this Contract and the General Terms of Use by themselves and their Users.

The Client is responsible for maintaining the confidentiality of the Credentials that are assigned to them and ensures that Users preserve the confidentiality of their Credentials. In this regard, the Client is responsible for the consequences of the loss or misuse of the Credentials. In the event that the Client becomes aware of any unauthorized use of the Credentials, they undertake to promptly notify Edifice by email at the support address, contact@edifice.io, and to request the Credentials be modified. Edifice makes its best efforts to deactivate the Credentials as soon as possible. The Client will be responsible for improper access, damages, disruptions, and detrimental consequences caused by their failure to maintain the confidentiality of the Credentials.

Any access to the platform made using the Credentials of the Client or a User are presumed to have been made by the Client themselves, one of their representatives, or the User in question. In this regard, the Client agrees and ensures that the Users accept that the records made by Edifice's systems of the use of the Client's or User's Credentials shall stand as proof towards the Client or the User of the usage made by the Client or the User of the resources provided by Edifice.

The Client shall:

- (i) Designate one or more Administrators having the required qualifications to manage User accounts and monitor the proper use of the Solutions by the Users in compliance with the General Terms of Use, with the terms of this Contract, the Documentation, as well as any instruction that may be communicated by Edifice;
- (ii) Ensure the User Data transmitted, shared, published, or stored via the Solutions, in the course of providing the Services, adheres to applicable laws and regulations, maintains decency, and aligns with the Solutions' General Conditions of Use;
- (iii) Ensure the accuracy, quality, integrity, legality, reliability, and relevance of all Client Data and User Data;
- (iv) Ensure and guarantee that the Administrators preserve the security and confidentiality of their Credentials and take all appropriate measures to prevent unauthorized takeovers, tampering, or any other unauthorized access or unauthorized use of the Solutions, and to immediately notify Edifice of unauthorized uses or security breaches;
- (v) Comply with applicable laws and regulations (including laws on privacy protection and the protection of personal data) in the context of using the Solutions;
- (vi) Verify that the Third-Party Services, which are accessible through the Solutions, are appropriate for usage by individuals under the age of 18, especially in an educational setting. The Client acknowledges that Edifice cannot be held accountable for the content of the Third-Party Services under any circumstances;
- (vii) Implement measures to ensure that the number of Users accessing the Solutions does not exceed the number of Users declared by the Client when subscribing to the Services. If applicable, inform Edifice without delay of any observed or anticipated overrun.
- (viii) Use and ensure that its Users use the Edifice Solutions in accordance with the General Terms of Use and any Documentation provided at any time by Edifice.

The Client further commits to providing Edifice with the equipment stipulated in the Contract as necessary for the delivery of Services. The hardware, software, devices, and information carriers that the Client employs and/or supplies while provisioning the Solutions and executing the Services must adhere to all the prerequisites specified by Edifice, notably in its Documentation.

The Client bears sole responsibility for (i) performing regular backups of its Client Data and User Data on its own IT systems, (ii) ensuring that its IT system is compatible with the Solutions and Services, and (iii) obtaining secure electronic communication services to provide itself and its Users with continuous and secure Internet access for utilizing the Solutions.

The Client is required to designate qualified personnel from its staff who possess the essential experience, skills, and availability for collaborating with Edifice, ensuring the services are executed correctly as per the terms of this Contract.

6.4 Obligations of the publication director

The Client acknowledges that they operate as the publisher of the Platform under the law of July 29, 1881, pertaining to press freedom. In this context, the client's legal representative or any individual appointed as the client's representative by law should be regarded as the Publication Director for content posted by users on the platform, where they have the authority to oversee and control. In this regard, the Client commits to implementing any measures aimed at:

- (i) Overseeing the use of the Platform to ensure that the published contents are lawful and comply with the present Contract and the Terms and Conditions;
- (ii) Promptly removing any content that is identified as being illegal or not in compliance with this Contract or the Terms and Conditions.

6.5 Obligations of the Data Controller

A Personal Data Protection Charter is available on the Platform.

The Client acknowledges that, in their role as the Data Controller, they has the responsibility to inform the Affected Individuals, by any means deemed suitable, about the processing of their Personal Data conducted through the Services supplied by Edifice, complying with Data Protection Regulation.

7 LEVEL OF SERVICES

Edifice commits to providing the Services and generally fulfilling its obligations under the Contract in a professional manner, in accordance with the service levels, which are described in **Appendix 1** of the Contract for the SaaS Solutions Offer and under the specific conditions of the applicable order form for the OPHA Solutions Offer.

Occasional service interruptions may occur due to Solution maintenance. Edifice will exert all possible effort to mitigate the impact of this downtime on the Users.

The Client is warned of the technical uncertainties inherent to the Internet, and of the access interruptions that may result from it. Consequently, Edifice cannot be held liable for any potential unavailability or slowdowns of the Solutions linked to outages, downtime, or slowdowns resulting from external operations, events, or circumstances. Edifice cannot be held responsible for any potential impact of this downtime on the client's activities.

In the context of the OPHA Solutions Offer, Edifice will not be liable for any failure to meet the service levels of the Solutions that arise due to the actions or omissions of the hosting provider and/or the Client. Edifice is only accountable for any downtime or delays that are solely its responsibility.

If there are penalties outlined in the relevant contractual documents for any failure by Edifice to meet the service levels, the Client recognizes and consents that these penalties serve as a release and stand as a fixed and contractual reparation for the damages incurred by the Client under these circumstances, and will not lead to any further compensation.

8 ROYALTIES AND PAYMENT

8.1 Royalties

In consideration of the rights, licenses, and Services provided by Edifice under this Agreement, the Client commits to paying Edifice the applicable royalties for the provision of the Solutions and the delivery of Support Services, calculated based on the functional scope and the metrics as indicated in the relevant order forms (hereafter, the "**Royalties**").

The Royalties will be invoiced at the end of the term.

Unless expressly stated otherwise in this Contract, all Royalties and other charges are stated in euros and all amounts due are non-refundable.

8.2 Billing and Payment

Unless expressly provided otherwise in a purchase order, (i) all Royalties and other charges must be paid net no later than thirty (30) days after the invoice date, and (ii) all payments made under this Contract must be in euros.

8.3 Late Payment

Any payment not received from the Client by the due date will incur (except with respect to royalties or fees subject to a reasonable and good faith dispute) late interest at a rate of three times the legal interest rate, from the originally scheduled payment date until the date of actual payment. The Client must inform Edifice in writing of any fees or charges disputed in good faith within thirty (30) days following the invoicing date, and any fees or charges not contested within this thirty (30) day period will be deemed valid, uncontested, and requiring no revision. Under no circumstances does the Client's notification of their good faith dispute relieve them of their obligation to pay in full all undisputed amounts when they become due.

Edifice may, in addition to late penalties, require the payment of a fixed indemnity for recovery costs in accordance with applicable law.

8.4 Suspension of services

In the event of a payment delay by the Client (except with regard to fees or charges subject to a reasonable and good faith dispute), Edifice reserves the right to suspend Services until such undisputed amounts are fully paid, with no liability to the Client, provided that Edifice notifies the Client of its intent to suspend Services under Article 8.4 with a written notice of thirty (30) days, and provided that the Client has not rectified their account during this period. This suspension measure is in addition to other rights and remedies available to Edifice under the Contract or pursuant to law.

8.5 Taxes

Unless otherwise stated in a purchase order, the prices listed in this Contract to the benefit of Edifice are stated without any fees, taxes, or duties of any kind (including any applicable value-added taxes) ("**Taxes**"). The Client is responsible for the payment of all Taxes related to the Services where applicable. If Edifice has the legal obligation to pay or collect Taxes for which the Client is responsible, the applicable amount will be invoiced to the Client and paid by them to Edifice, unless the Client provides Edifice with a valid tax exemption certificate approved by the competent tax authority.

8.6 Billing and contacting

The Client must always keep the billing information and contact details up-to-date with Edifice.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Pre-existing Elements

Each party retains exclusive ownership of (i) all its pre-existing components, whether or not they are protectable by intellectual property rights, that existed before the effective date of this agreement or were developed independently of this agreement, along with the associated rights; and (ii) the expertise and methodologies it owned before the effective date of this agreement, as well as those potentially developed or utilized during the fulfillment of the agreement.

Each party, therefore, has the right to freely reuse all its pre-existing components and commits to keeping confidential any information it may have obtained about the pre-existing components of the other party.

9.2 Solution use and access rights

Edifice is and remains the exclusive owner of all rights (including intellectual property rights), or, as applicable, has been granted all the rights and permissions required from the rights holders, relating to the Solutions, the Platform, the Applications, the interfaces, and all the elements that compose them (including the integrated database management systems and algorithms in the Solutions, the Platform, and the Applications, their source codes as well as any possible deliverables provided and/or products, settings performed, etc.), as well as the corresponding Documentation, made available to the Client and its Users under this Contract.

Furthermore, any right related to know-how, techniques, materials, programs, tools, integrations, improvements, and/or documents developed by Edifice in the context of providing the Services shall remain the exclusive property of Edifice.

Edifice grants the Client solely the rights specified in **Articles 9.2 (i) or 9.2 (ii)** of the Contract with respect to the Solutions, and the Client does not obtain any additional rights over any part or whole of the Platform and/or Applications. These rights are limited and will automatically terminate on the expiration or termination date of the Contract for any reason whatsoever. Accordingly, the Client and its Users are prohibited from using all or part of the Solutions and/or Services after this date for any purpose whatsoever.

(i) Regarding the SaaS solutions offer

In return for the payment of the royalties mentioned in **Article 8.1** and listed in the applicable purchase orders, and subject to the Client and its Users' compliance with the terms set forth in this Contract and within the General Terms of Use, Edifice grants the Client and its Users a limited right, worldwide, non-exclusive, non-transferable, and non-assignable (including through sublicensing), to access, configure, and use the Platform and Applications in SaaS mode for its own needs and those of the Users, and only within the framework of their educational and collaborative activities, excluding any commercial use or for marketing purposes. This right of use is granted for the Duration of the Contract and is limited to the number of Users declared by the Client at the conclusion of the present Contract and indicated in the corresponding purchase order.

The Client agrees to implement all necessary measures to assure the confidentiality and protection of Edifice's intellectual property rights concerning the Users and anyone who may have access to the Solutions.

This right of use is exercised through remote access from the Client's and Users' connection to Edifice's server(s) from its server and only for the use of the Platform and Applications proposed for their own needs, excluding any use for commercial purposes, and subject to compliance with the conditions related to the number of Users mentioned in the applicable purchase order.

The rights to use the Solutions are granted to the Client for the sole and unique purpose of allowing the Client and the Users to access the Solutions and benefit from the Services, to the exclusion of any other purpose.

(ii) Regarding the opHA solutions offer

In consideration of the payment of the royalties mentioned in **Article 8.1** of the Contract and specified in the special conditions of the applicable purchase order, and subject to the Client and its Users' compliance with the terms set forth in the present Contract and within the General Terms of Use, Edifice grants:

- to the Client, a worldwide, non-exclusive, non-transferable, and non-assignable right (including not through sublicensing), enabling them to install and operate the Solutions on either their own servers or those of a third-party host they have chosen, with the aim of utilizing the Solutions for their own requirements and making them available to their Users, throughout the entire Contract Duration;
- to the Client and the Users, a limited right, worldwide, non-exclusive, non-transferable, and non-assignable (including through sublicensing), to access, configure, and use the Platform and the Applications for its own needs and those of its Users and only within the scope of their educational and collaborative activities, excluding any commercial use or for marketing purposes.

This right of use is granted for the Duration of the Contract and is limited to the metrics and functional scope described in the special conditions of the applicable purchase order.

The Client commits to take, concerning the Users and anyone who might have access to the Solution, all necessary measures to ensure confidentiality and uphold Edifice's intellectual property rights.

The Client and the Users commit to using the Solutions in accordance with their intended purposes and for their own needs, excluding any commercial use and subject to compliance with conditions related to the number of Users declared by the Client at the time of subscribing to the Services.

The usage rights of the Platform and Services are granted to the Client solely and exclusively to allow the Client and the Users to access the Platform and utilize the Services, excluding any other purpose.

(iii) General usage restrictions

The Client prohibits, and pledges to ensure that its Users, and in the context of the OPHA Solutions Offer, the hosting provider chosen by the Client and any potential suppliers, also prohibit:

- engaging in any use of the Solutions, Services, and Documentation, in any way whatsoever, for purposes other than those strictly provided for within this Contract and the General Terms of Use, or in any manner prohibited by any legal or regulatory provision;
- engaging in any form of use involving the dissemination of advertising content of any kind;
- using the Solutions and/or Services in violation of the rights of others or to infringe upon the rights of others;
- adapting, altering, changing, adjusting, copying, modifying, merging, tailoring, integrating, erasing, replicating, creating derivative works from, reposting, downloading, sending, and/or disseminating any portion of the Solutions, its content, and/or Services and the corresponding documentation in any form or medium and by any means, under conditions differing from those stipulated by the licenses attached to various elements or in this Contract and the General Terms of Use;
- engaging in any decompilation, reverse engineering, disassembly, translation, and/or reduction of any part or all of the Solutions and/or Services, except as permitted by law;
- carrying out any assignment, transfer, leasing, in whole or in part, for a fee or free of charge, of the Solutions and/or Services or of the usage right granted above;
- merging, even partially, of the Solutions with other programs;
- carrying out any direct or indirect transcription or translation into different languages of the Platform, Services, and Documentation;

- implementing any changes or circumvention of the protection measures of all or part of the Solutions, such as, in particular, access codes or Credentials, and more broadly, use the Solutions and/or Services in a way that may harm any element of the Solutions and/or Services or disrupt their use by another client or User;
- selling, renting, sublicensing, marketing, distributing, transferring, or making available, in any manner, whether for a fee or free of charge, all or part of the Solutions and/or Services to any third party without the prior written consent of Edifice, or providing any type of service to third parties related to the Solutions and/or Services, including in particular providing consulting, training, assistance, support, maintenance, outsourcing, managed IT, configuration, or development services;
- accessing all or part of the Solutions, and/or Services in order to develop a product or service that competes with all or part of the Solutions or any services provided by Edifice;
- accessing, storing, distributing, or transmitting any virus, data, content, or material during the use of the Solutions and/or Services by the Client and/or its Users that is illegal, illicit, harmful, threatening, defamatory, obscene, abusive, infringes upon any rights, or not compliant with applicable laws;
- using the Solutions and/or Services in a manner that could potentially harm the legitimate interests of Edifice (especially its intellectual property rights and other rights related or linked to the Solutions and/or Services) or damage the reputation of Edifice;
- removing or modifying the brand, logo, or any other distinctive sign of Edifice or its partners contained in the Solutions and/or Services, except in cases expressly and in writing authorized by Edifice under this Agreement;
- using an automated system or software, including but not limited to, 'robots,' 'spiders,' and 'offline readers,' to (i) access the Solutions in a manner that sends more request messages to the Solutions than a human can reasonably produce in the same period using a conventional online web browser and/or; (ii) extract any data, information, or element from the Solutions (including, but not limited to, engaging in 'screen scraping').

9.3 Client and User Data

The Client acknowledges being responsible for the Client Data and User Data that they and their Users import into the Solutions and guarantees that they hold all the necessary rights and authorizations for the use of this data and that they have fulfilled all potentially required rights and payments.

9.4 Property of Third-Party Service Providers

Edifice holds no rights to Third-Party Services accessible from the Solutions. It is the Client's responsibility to ensure that their use of Third-Party Services through the Solutions is in compliance with the contractual conditions governing their use.

9.5 Suggestions

The Client and the Users may, at any time, bring to Edifice's attention suggestions, improvement requests, techniques, know-how, comments, feedback, or other contributions related to the Services and Solutions (collectively, the "**Suggestions**"). Edifice will benefit from a free, irrevocable license, for the duration of the intellectual property rights protection provided by the provisions of the Intellectual Property Code and worldwide, allowing it to use, reproduce, license, distribute, and exploit any Suggestion without any restriction whatsoever regarding intellectual property rights, and Edifice may incorporate into its services any services, products, developments, features, or improvements incorporating the Suggestions in any manner whatsoever. The Client acknowledges that this use of the Suggestions by Edifice will not give rise to the payment of royalties by Edifice.

10 THIRD PARTY CLAIMS

(i) Indemnification by Edifice

Edifice agrees to defend and indemnify the Client in the event of a lawsuit or claim brought against the Client by a third party on the basis of an infringement of its intellectual property rights directly related to the Solutions provided under the execution of this Agreement, excluding all Third-Party Services or content provided or published by the Users. Edifice will indemnify the Client for all costs (including reasonable attorneys' fees, costs, and legal expenses) and damages and interests resulting from any final judgment or any settlement approved by Edifice.

Furthermore, if the relevant jurisdictions or Edifice believe that a claim or lawsuit, as provided in this article, is likely to prevent the Client from using the Solution, then Edifice will endeavor to either i) provide the Client, at its expense, with the right to continue using the Solutions, in whole or in part, or ii) modify the Solution, in whole or in part, so that it no longer infringes. If Edifice believes that such options are not reasonably achievable, then it may terminate the Contract and, if applicable, will refund to the Client the fees received on a prorated basis for the actual usage duration of the Solutions, without giving rise to the payment of additional compensation to the benefit of the Client.

In any event, Edifice cannot be held liable in the case of: (i) combination, operation, or use of the Solutions or Services in conjunction with any other product, device, software, or service not provided by Edifice to the extent that this combination, operation, or use is the cause of the infringement; (ii) unauthorized alteration or modification of the Solutions by the Client; (iii) use of the Solutions by the Client and/or the Users not in compliance with the terms of this Contract, the General Terms of Use, the Documentation, or applicable laws and regulations.

The indemnification provided above is granted to the Client by Edifice provided that: i) the Client informs Edifice as soon as possible of any claim or lawsuit filed under this article; ii) Edifice maintains exclusive control of the defense of the case; and iii) the Client provides Edifice with reasonable assistance in defending the claim.

This **Article 10 (i)** defines Edifice's entire liability and the Client's sole remedy in the event of third-party actions or claims based on an infringement of their intellectual property rights.

(ii) Indemnification by the Client

The Client agrees to defend and indemnify Edifice against any lawsuit, proceeding, or claim by a third party (including a User or a Third Party Provider) or a competent authority alleging infringement of any third-party rights, including any intellectual property rights, rights to the image of goods and/or persons, rights to privacy and the protection of Personal Data, and public order and/or good morals: (i) the Client Data, User Data, and/or any element provided by the Client or a User to Edifice under the Contract; (ii) any use of the Solutions by the Client or its Users not in compliance with the Contract, the General Terms of Use, or the Documentation, or more generally any breach of the present Contract, the General Terms of Use, or the Documentation; and (iii) any use of the Third-Party Services by the Client or its Users. The Client will indemnify Edifice for all costs (including reasonable attorney's fees, costs, and legal expenses) and damages arising from any final judgment, administrative penalty, or settlement approved by the Client.

The indemnification set forth above is granted by the Client to Edifice provided that Edifice i) informs the Client as promptly as possible that a claim, action, or proceeding is being brought under this article, ii) provides the Client with all reasonably necessary assistance in its defense.

11 BUSINESS REFERENCES

The Client agrees that Edifice may publicly cite the Client as a business reference. For this purpose, the Client grants Edifice the right to use its corporate name, trade names, distinctive signs, and logos for the duration of this Contract, both orally and in writing, on any promotional, written or digital medium, including on its websites, and in accordance with the law. The Client may refer to Edifice and the ONE and NEO Solutions publicly, both orally and in writing, including on websites operated by the Client, designating it as the Client's provider. The Parties may also participate in other marketing and referral activities by mutual agreement.

12 PERSONAL DATA PROTECTION

Within the scope of fulfilling the Contract and delivering the Services, the Client serves as the Data Controller and Edifice serves as the Data Processor, acting on behalf of and per the directions of the Client, in accordance with Data Protection Regulation. In accordance with the aforementioned Data Protection Regulation, the Parties commit to adhering to the stipulations of **Appendices 3 and 4** herein.

The Client acknowledges that Edifice does not participate in the implementation of the Processing of Personal Data that may be carried out by Third-Party Service Providers for the provision of these services. It is the Client's responsibility to ensure that the latter comply with Data Protection Regulation, and Edifice cannot be held liable under any circumstances for any failures of Third-Party Service Providers to meet their obligations arising from Data Protection Regulation.

13 SECURITY

Edifice commits to making its best efforts to preserve the confidentiality and security of the Solutions against unauthorized third parties by implementing technical protection measures in accordance with industry standards.

14 CONFIDENTIALITY

Each party agrees to regard all information shared with it by the other party as strictly confidential, within the framework of implementing the present Contract.

Consequently, each Party agrees not to disclose, for any reason whatsoever, the aforementioned information in any form, title, or to any person, during the entire duration of the present Contract.

The obligations imposed on the Parties by this Article, however, do not apply to information:

- that the receiving Party can demonstrate was known to them prior to the date of their communication,
- that was publicly known at the date of their communication,
- which, after communication, would become publicly accessible through publication or any other means, unless this occurrence results from a fault or negligence on the part of the receiving Party.

Each Party commits to permitting access to confidential information solely to those directors, employees, agents, consultants, or subcontractors who require it for the successful fulfillment of the Contract, ensuring that these individuals adhere to the stipulated confidentiality obligations.

The confidentiality obligations imposed on the Parties herewith shall remain in effect for a duration of five (5) years following the termination of this Contract, for whatever reason.

15 WARRANTIES AND EXCLUSIONS

For the duration of the validity of this Agreement, and provided that the Client has paid all fees and Royalties due to Edifice under this Agreement, Edifice guarantees that the Solution will be substantially in accordance with the specifications described in **Appendix 1** for the SaaS Solutions Offer and in the special conditions of the applicable order form for the OPHA Solutions Offer.

Edifice guarantees that the Support services provided under the Contract will be of professional quality, in accordance with generally accepted standards and practices in the field.

Except as governed by applicable public order regulations, all warranties, apart from those explicitly provided to the customer in accordance with this contract, are expressly excluded. This includes any express or implied warranties, such as, but not limited to, any implied warranties of merchantability, suitability for a specific purpose, title, or non-infringement.

Edifice does not represent or warrant that: (i) the Solutions will meet operational requirements and all of the Client's needs, (ii) the Platform or Applications will be free of errors, defects, viruses, other harmful elements, interruptions, or that the data or information provided and/or produced via the Solutions is accurate, complete, up-to-date, or error-free, or that results obtained through their use will be accurate or reliable, or (iii) all failures of the Solutions can be identified or corrected; (iv) the functionalities of the Solutions will enable the Client to achieve the results it seeks.

The Client bears sole responsibility for the data and outcomes derived from the Solutions, as well as the manner in which both they and their Users utilize them.

Furthermore, the Client is made aware of the technical uncertainties inherent to the Internet and the potential access interruptions that may arise. Edifice cannot offer any guarantees in this regard and, therefore, cannot be held responsible for any damages stemming from the use of the Internet network, computer systems, and electronic communications.

16 RESPONSIBILITY

Each Party is responsible for the proper fulfillment of the obligations incumbent upon them under this agreement and consequently commits to remedying any harm resulting for either Party from any non-performance or improper execution of its obligations.

Under no circumstances shall either Party be held liable for any indirect damages incurred by the other Party, notably encompassing any foregone profits, disruption of business, loss of revenue, profit, opportunities, clientele, or data, or loss of potential, all pertaining in any manner to this Agreement, the Solutions, Documentation, and/or Services.

Furthermore, Edifice cannot be held responsible for the loss, destruction, alteration, and/or disclosure of Client Data and User Data by the Client or a third party who has accessed the Solutions using the Client's and its Users' Credentials.

Under no circumstances shall Edifice be held liable for direct or indirect damages caused to the Client, and/or any third party, in the event of:

- a force majeure event impacting the Solutions;
- problems related to the Internet network or electronic communication networks;
- failures or damages resulting from the information systems and/or equipment of the Client or its host within the framework of the OPHA Solutions Offer, or from the contamination of the information system of the Client, Users and/or its providers by viruses, attacks, and third-party malice;
- the Client or its Users using the Solutions in a manner that violates this Contract or the General Terms of Use;
- issues related to Third-Party Services or the actions or inactions of a Third-Party Provider.

The aggregate and cumulative liability of a Party for all direct damages suffered by the other Party under this agreement shall not exceed, for all reasons and damages combined, the amount of fees and

charges received by Edifice for the performance of this agreement during the twelve months preceding the occurrence of the damage.

However, the Parties agree that the liability cap mentioned above will not apply if a Party fails to meet any of its obligations in the case of gross negligence or intentional fault, death, and bodily injury of a Party.

17 INSURANCES

Edifice asserts that it has secured insurance with a reputable company to manage risks associated with its business activities. It pledges to present any necessary verification to the Client upon explicit request.

The Client attests to having valid insurance to address obligations that arise under the terms of this Agreement, maintaining this protection until the Contract concludes.

18 TERMINATION

Either Party may terminate the Contract in the event of a breach by one of the Parties of one of its essential obligations or repeated breaches of non-essential obligations, not remedied within a period of thirty (30) working days from the receipt of the registered letter with acknowledgment of receipt notifying about the breach or breaches in question. The other Party shall have the option to terminate the Contract, with no other formality than sending a new registered letter with acknowledgment of receipt to the defaulting Party.

The termination takes effect on the date of receipt of this second registered letter with acknowledgment of receipt.

The amount to be paid by the Client will be determined based on the total price provided for by the Contract, prorated to the number of months of use of the Solution by the Client as of the effective date of the termination.

19 REVERSIBILITY

19.1 Applicable Terms to Reversibility

If the contractual relationship is terminated for whatever reason, Edifice may return the data and elements that will be jointly defined, in a jointly defined format (the 'Reversibility Services') to the Client or to a third-party provider designated by the Client. The cost of the Reversibility Services will be determined through a quote created by Edifice and is contingent upon the Client's prior approval.

If the time needed to perform the reversibility actions extends beyond the termination effective date, the stipulations of the Contract will persist in guiding the interactions between the Parties through the execution of these reversibility actions and until their finalization.

The Client will compensate Edifice for the Services delivered up to the termination effective date, or until the date they are provided if it comes later.

19.2 Executing Reversibility

The Client will inform Edifice about initiating the reversibility process at the earliest opportunity, and no later than three (3) months prior to the contract's expiration or termination date. The parties will mutually establish the schedule pertaining to the reversibility no later than the expiration or the effective date of the contract termination.

The terms of the Contract are automatically prolonged until the conclusion of this reversibility for its requirements.

Edifice pledges to deliver to the Client an updated snapshot of the reversibility, along with all the components that enable the Client or a third party selected by the Client to resume management of the data, all within a maximum timeframe of three (3) months.

19.3 Reversibility Plan

A reversibility plan, which describes the organization and terms of this phase involving the transfer of the Client's data hosted by Edifice to a third-party system or the Client's system, will be subject to an agreement between the Parties that must take place at the latest within the 30 days preceding the effective date of Contract Termination. The Client acknowledges that reversibility applies only to the data owned by the Client, excluding all elements belonging to Edifice and including those on which Edifice holds intellectual property rights.

20 **WAIVER**

Choosing not to enforce any breach of the Contract does not imply a waiver of the right to enforce any other previous or subsequent breach, whether similar or different.

21 **GOVERNING LAW—APPLICABLE JURISDICTION**

This Contract is governed by French law. The Parties commit to seek an amicable solution to any difficulties that might arise regarding the formation, execution, or termination of this Contract.

In the absence of an agreement, any dispute shall be brought exclusively before the competent courts within the jurisdiction of the Court of Appeal of Paris, notwithstanding the plurality of defendants or warranty claims. This jurisdiction also applies in matters of summary proceedings.

22 **MISCELLANEOUS**

22.1 ASSIGNMENT

The Contract may not be transferred, in whole or in part, by either Party without the prior written consent of the other Party.

Notwithstanding the above, the Client acknowledges and agrees that Edifice may at any time, during the term of the Contract, freely assign all or part of this Contract to a third party in any case of assignment of Edifice's activity, by merger, acquisition, sale, change of control, or in-kind contribution.

From the date the assignment of this Contract takes effect, in the conditions outlined above, (i) Edifice will be relieved of all rights, obligations, and/or liabilities to the Client under the Contract, originating from events after the date of the assignment's effectiveness; and (ii) the entity receiving the assignment will succeed Edifice in fulfilling the contract entered into with the Client.

22.2 SUBCONTRACTING

Subject to the specific stipulations regarding subcontracting involving the processing of Personal Data set forth in **Appendix 4** of this Contract, Edifice may subcontract all or part of the Services provided under this Contract without obtaining the prior written consent of the Client. In the event of subcontracting, Edifice will nonetheless remain fully responsible to the Client for the proper execution of the subcontracted Services.

22.3 SURVIVAL

The conclusion or early termination of the Contract, in whole or in part, shall not impact the continued validity of rights and obligations outlined in the Contract that, either inherently or through explicit stipulations, are intended to persist beyond its conclusion or termination. This holds for both Parties and their assignees until their respective expiration dates.

APPENDIX 1: TECHNICAL DESCRIPTION OF THE SOLUTIONS – SAAS SOLUTIONS OFFER

Module/function	Description	ONE	NEO
Communication and Collaboration Services			
Internal Mailbox	Easily send an email to a user or group of users (students in a class, school staff, etc.) who have access to the platform.	X	X
News	Distribute information sorted by various topics, aimed at the intended recipients. News is directly accessible from the respective users' homepage.	X	X
Flash Message	A tool for platform administrators to share critical information, which is pinned at the top of all users' news feeds.	X	X
Blog	Easily publish and share information in the form of posts by incorporating various types of content, including text, images, videos, and more.	X	X
Forum	An open discussion space hosted by one or several people that allows each person to ask questions, provide their perspective on a topic, and share ideas.		X
Pages	Format project or themed spaces that incorporate other modules on the platform. These spaces can be internal to the platform or made public in the form of mini websites.		X
Calendar	Create, view, and share event calendars. Keep all your important events, including school life events, parent-teacher meetings, and more, in the same place.		X
Mobile Application	The platform has a dedicated mobile application that makes it easier for mobile users to communicate.	X	X
Educational Services			
Multimedia Notebook	Create online presentations and teaching resources with multimedia content (sound, image, text, video, links to other content on the platform, interactive exercises, and more).	X	X
Mindmap	Organize ideas, concepts, and notes in the form of a graph that lets users show how and what they are thinking.	X	X
Timeline	Place events on a line representing the passage of time.	X	X
Wiki	Create and publish editorial content, including multimedia content, on separate interlinked pages.	X	X
Collaborative Wall	Create a wall on which contributors can add notes, similar to a board that users can cover with sticky notes.	X	X
Exercises and Evaluations	Create, distribute, fill out, and correct multimedia exercises and interactive lessons directly on the platform.	X	X
Collaborative Pad	Write an online text in real-time collaborative editing mode. This tool makes it possible to write collaboratively in a digital format.	X	X
Personal or Individual Services			

Filespace	Filespace lets users store, organize, and share online documents. An interactive tour allows the user to explore the service's features when they connect for the first time.	X	X
My Account	Update personal details, photo, preferred currency, and current mood. Users have the option to either share this information with others or keep it private.	X	X
Widgets and Customization Panel	The platform's primary and secondary home pages can be personalized through a series of widgets that the user can arrange as desired and choose to activate/deactivate via the customization panel.	X	X
Rack	Add documents to a user's digital document rack. Once a document has been submitted, it can no longer be edited.	X	X
My Data	This app allows users to create a zipped file that includes all personal documents and content, as well as items shared in the applications. Additionally, users can upload a previously exported archive to replenish resources within the applications.	X	X
VLE Help	Allows users to request help quickly and efficiently.	X	X
Guidance Services for Academic Life			
Schoolbook	Effortlessly communicate with parents by sending messages and quickly confirming they've been read, eliminating the need to check each student's communication book.	X	
Homework Notebook	Centralize the homework given to students in a single place while also enabling the addition of multimedia content.	X	
Resource Scheduling	Securely reserve available institutional resources, such as computer rooms, tablets, and video projectors, online.		X
Universal Services			
Newsfeed	In a manner akin to social media activity streams, the landing page affords every user a snapshot of the most recent actions pertinent to them: such as document or blog sharing, message receipt, event alterations, and so forth.	X	X
Notification Management	Each time a user within an individual's network shares material (such as messages, multimedia notebooks, or documents) or alters details (like mood, slogan, or event), a notification is broadcast to the activity stream.	X	X
Sharing	All content (blog, news, textbooks, etc.) created on the platform is private by default. To be visible, content must be shared with users and/or user groups, according to the communication rules available to the content creator.	X	X
Universal Rich Content Editor	On the platform, integrating multimedia content has never been easier. The cross-platform editor allows you to edit and format multimedia content in all applications.	X	X
Directory and Share Favorites	Search for users or groups with whom the user has communication rights, access profiles, and send messages directly.	X	X
Class	Provides access to the list of class members. A teacher can view all of their students, and parents can see their child's teacher and classmates. This class depiction notably facilitates students' understanding of the directory	X	

	concept in a straightforward manner.		
User Management	User account management can be carried out at different levels: from the 'Class Settings' application (for independent class account management by the teacher) and from the 'Administration Console' (for daily management by administrators).	X	X
Search Engine	Enables every authenticated user to conduct a keyword search through accessible resources within specific categories.	X	X
External Resources and Application Services			
Links	Service or resource that does not require signing in.	X	X
SSO Connectors	Third-party services and digital resources, already interfaced with our platform, in compliance with recommended connection modes.	X	X
Administration Services and Back Office			
Administration Console	Allows administrators to manage users, grant access rights to various applications, and define communication rules within the network.	X	X
Management of Users, Groups, and Schools	The "Users" tab allows for comprehensive user management, offering capabilities such as searching, creating, modifying, suspending, associating with an organizational unit, and establishing communication rules, among others.	X	X
Applications: Simple Activation/Deactivation	The "Services" section in the administrative console facilitates the management of access permissions to applications for different profiles and groups, and also enables the creation of new connectors and links to external services.	X	X
Communication rules within the network	By employing meticulous management of communication guidelines and groups, the social network framework enables the Digital Work Environment (ENT) to adapt and evolve, aligning with practical field realities and facilitating inter-level and inter-school collaboration.	X	X
Account Importing	Managed guidance for populating accounts through data file imports.	X	X
Other sections	Handling of reports, setting up the welcome message, creating a flash message on the news feed, configuring multimedia resources, setting up notifications, and managing the keychain.	X	X
Statistics	An application that allows administrators to monitor the usage of a project, institution, or class based on the permissions they have.	X	X

APPENDIX 2: SERVICE, MAINTENANCE, AND SUPPORT LEVELS APPLICABLE TO THE SAAS SOLUTION OFFER

1 DEFINITIONS

Anomaly: Any reproducible malfunction reported by the Client, including if it is the result of a non-reproducible malfunction in itself, affecting the operation of the Solution, independent of misuse, and resulting from a non-compliance with the terms of the present Contract caused directly by Edifice's actions. Malfunctions resulting from products, software not directly provided by Edifice, materials, services, and networks provided by third parties (except for services or materials provided by its subcontractors) or by the Client are not the responsibility of Edifice.

2 AVAILABILITY RATE

Edifice will make its best efforts to ensure that the Platform is available 99.5% of the time over a calendar month.

The availability rate is calculated as follows:

$$\frac{\text{Duration of the reference period in minutes} - \text{Duration of Unavailability during the reference period in minutes}}{\text{Duration of the reference period in minutes}} \times 100$$

Not included in the availability rate will be outages caused by:

- An action or omission of the Client, its Users, or any third party (excluding Edifice's subcontractors);
- A scheduled maintenance operation;
- A lack of cooperation from the Client in resolving Anomalies;
- An interruption or disruption of electronic communication networks;
- A case of Force Majeure.

3 HELP

The Client can access Edifice's support via the Help application and, should a situation arise that obstructs the functioning of the entire Solution or if the Help Application is unavailable, may communicate with Edifice through phone and email on an exceptional basis.

4 CORRECTIVE MAINTENANCE

The service of corrective maintenance entails rectifying Anomalies that arise during the utilization of the Platform and during various operations that it can perform.

5 ADAPTIVE MAINTENANCE

The services that could be provided under adaptive maintenance, particularly involving revisions to any part or the entirety of the Platform necessitated by a client's request for modifications, will be subject to a quote, a distinct order, and individual compensation.

Adjustments and upgrades made to the Platform and its accompanying Documentation may be subject to updates whenever they become available. Edifice will unilaterally determine these Updates and will make them accessible to the Client through remote access.

6 EXCLUSIONS

Edifice will not provide maintenance in the following cases:

- Refusal by the Client to accept a corrective update proposed by Edifice as part of the corrective maintenance;
- Use of the Platform by the Client or Users in a way that is not in accordance with the agreed specifications;
- Unauthorized intervention by Edifice from the Client or a third party on the operation of the Platform;
- An anomaly generated by the Client's or Users' hardware or their access equipment;

However, Edifice may possibly take charge of resolving malfunctions caused in the cases listed above, under conditions, and in particular financial conditions, that will be subject to a separate agreement between the parties.

APPENDIX 3 – SUBCONTRACTING – PERSONAL DATA PROTECTION

The purpose of these clauses is to define the conditions under which Edifice (hereinafter the "**Provider**") commits to carrying out Personal Data processing operations on behalf of the Client within the framework of the execution of the Contract.

This Appendix only pertains to the data processing conducted by Edifice as part of providing the Solution and Support Services and does not apply to any data processing executed by Third-Party Service Providers. The Client commits to ensuring adherence to the relevant Data Protection Regulation for those external services.

- 1.1 For these activities, the Service Provider will function as a Data Processor, and the Client will serve as a Data Controller, in accordance with the definitions provided in the GDPR.
- 1.2 The Parties agree that the terms "**Supervisory Authority**", "**Data Processor**", "**Data Controller**", "**Data Subject**", "**Personal Data**", "**Processing**", and "**Personal Data Breach**" shall be understood as they are defined in the GDPR.
- 1.3 The procedures, particularly the types of Personal Data processed, categories of Data Subjects, as well as the nature, purposes, and duration are defined in **Appendix 4** of the Contract.
- 1.4 To the extent that the Service Provider receives or processes Personal Data on behalf of the Client, the Service Provider, in its capacity as a Subcontractor, must:
 - (a) Process this Personal Data (i) solely in accordance with the Client's written and documented instructions (including those stated in this Contract), and (ii) only for the purposes of performing the Services;
 - (b) Notify the Client if they believe that the Client's instruction breaches Data Protection Legislation. If the Client persists with their instructions even after the Service Provider's objection, the Client acknowledges and agrees that the Service Provider will execute these directives entirely at the Client's responsibility;
 - (c) Not process this Personal Data for purposes other than those set out in the Contract or expressly authorized by the Client;
 - (d) Exert maximum effort to maintain the confidentiality and security of the Personal Data processed within the scope of this Agreement;
 - (e) Ensure that individuals authorized to process the Client's Personal Data under this Agreement:
 - Commit to maintaining the confidentiality of the Personal Data or are subject to an appropriate legal obligation of confidentiality;
 - Receive the necessary training in personal data protection.
 - (f) Implement and uphold technical and organizational strategies and processes to comply with Data Protection Regulations and safeguard the rights of the Individuals Concerned. More specifically, safeguard Personal Data against risks of inadvertent, illegal, or unauthorized destruction, accidental loss, modification, disclosure, dissemination, or unauthorized access, particularly when data transmissions occur over a network, and against all forms of illicit Processing. These measures must ensure, considering the state of the art and the costs related to their implementation, an appropriate level of security in relation to the risks presented by the processing and the nature of the Personal Data to be protected. The Provider commits to respect and implement the technical, organizational, and security measures described in **Article 4 of Appendix 5** of the Contract.
 - (g) Should the Provider suspect or become aware of a Personal Data Breach, they commit to alerting the Client at the earliest opportunity and supplying them with the necessary

information to fulfill their notification obligations to the Supervisory Authority, or any other relevant authority, in line with Article 33 of the GDPR.

- (h) According to the Client's instructions and under the conditions applicable to Reversibility as provided in the Contract, return or irretrievably delete all Personal Data upon termination or expiration of the Contract, and cease the utilization of such Personal Data (unless the applicable law requires the Provider to retain the Personal Data and provided that the Provider has informed the Client accordingly);
- (i) Notify the Client as promptly as possible of any request received from a Data Subject wishing to exercise their rights under the Data Protection Regulations;
- (j) Respond as promptly as possible and no later than ten (10) working days to any request from the Client regarding the Personal Data processed, in order to enable them to consider, within the time limits allocated to them, any potential requests from Data Subjects regarding the exercise of their rights, specifically the right of access, rectification, erasure, and opposition, as well as the right to restrict processing and right to data portability;
- (k) Collaborate with and support the Client when they are required to demonstrate their adherence to Data Protection Regulations;
- (l) Collaborate with and assist the Client, providing all necessary information for the potential conduct of data protection impact assessments in accordance with Article 35 of the GDPR.

1.5 The Client acknowledges and agrees that third-party service providers (hereinafter referred to as "**Subsequent Subcontractor**") may be involved in the Processing implemented in the provision of the Services. The current list of Subsequent Subcontractors authorized to intervene as of the contract signing date is included in **Appendix 4 of the Contract**.

1.6 The Provider commits to keeping the list of Subsequent Subcontractors involved in the Processing up to date and to notify the Client of any planned changes, notably the addition or replacement of Subsequent Subcontractors, before such a change takes place. It should be noted that the Client may object to the involvement of these Subsequent Subcontractors for reasonable legal reasons, based on a specific provision of the Data Protection Regulation. In any event, the subcontracting operation may only take place in the absence of opposition from the Client within one (1) month following the notification of the change by the Service Provider. In the event of opposition from the Client, the Service Provider may, at its discretion, (i) choose to remedy the opposition in particular by (a) not using the Subsequent Subcontractor, (b) taking the corrective measures requested by the Client to continue using the Subsequent Subcontractor; or (c) ceasing to provide the part of the Service performed by the Subsequent Subcontractor; or (ii) if the Service Provider deems that none of the solutions set out above can reasonably be implemented, inform the Client in writing, it being specified that from said notification, each Party will be entitled to terminate the Service(s) involving the relevant Processing, subject to one (1) month's written notice.

1.7 In the event of a subcontracting situation that is accepted by the Client, the Service Provider undertakes to conclude with the Subsequent Subcontractor a written contract containing obligations at least equivalent to those to which the Service Provider is bound under this clause. The Service Provider will be responsible for the acts and omissions of its Subsequent Subcontractors.

1.8 The Client hereby consents that any Subsequent Subcontractors of the Service Provider authorized by the Client may transfer Personal Data outside of the EEA. The Service Provider undertakes to (i) inform the Client within one (1) month before the effective implementation of any new transfer and (ii) ensure that these transfers are carried out in compliance with the GDPR, by transferring the Personal Data to a Subsequent Subcontractor (a) established in a third country recognized as providing an adequate level of protection; (b) with whom the Service Provider has signed or who has itself implemented Standard Contractual Clauses of the European Commission from the Adequacy Decision 2021/914 of June 2021 according to module 3; or (c) with Binding Corporate Rules.

1.9 The Client reserves the right to carry out, at its own expense, an audit concerning the Service Provider's compliance with the obligations imposed on it under this Appendix, subject to one (1) month's notice and limited to one audit per year. This audit may cover a maximum period of five (5) business days and may only be conducted by a team of internal controllers from the Client or by third party auditors appointed by the Client, provided that they are not direct or indirect competitors of Edifice and that they are previously approved by Edifice.. In any event, the auditors will have to sign a confidentiality agreement with Edifice before carrying out the audit or, when they are internal controllers of the Client, be bound by confidentiality obligations as strict as those set out in this Agreement. Edifice undertakes to cooperate in good faith with any auditor thus appointed by granting access to information strictly necessary for conducting the audit. The audit will be conducted in a way that does not interfere with the performance of the Services and more generally with Edifice's business. The completion of the audit and the non-public data obtained during the audit will be considered Confidential Information. A copy of the audit report prepared by the auditor will be jointly reviewed by the Parties who undertake to meet for this purpose.

1.10 The Client acknowledges having been informed by the Service Provider of its intention to reuse some of the Personal Data processed in the context of the provision of the Services, for its own account and for the sole purpose of improving the Platform, Solutions and more generally the Services, as well as for the development and operation of statistics, which involves in particular being able to contact the Data Subjects to send them communications related to the proper use of the Platform, Platform news, as well as to conduct satisfaction surveys.

In this context, the Client:

- (a) Acknowledges and accepts that the Processing purposes envisioned by the Service Provider are compatible with the initial Processing implemented using the Personal Data mentioned in **Appendix 4**.
- (b) Thereby gives the Service Provider permission to reuse the Personal Data mentioned in **Appendix 4** for the purposes of sending communications to the Data Subjects related to the proper use of the Platform, Platform news, conducting satisfaction surveys, as well as improving the Platform, Solutions, and developing and operating statistics.
- (c) Undertakes to inform the Data Subjects of the transfer of their data to the Service Provider for the purposes of sending communications to the latter related to the proper use of the Platform, Platform news, conducting satisfaction surveys, as well as improving the Platform, Solutions, and developing and operating statistics.

1.11 The Client undertakes to:

- (a) Document in writing any specific and additional instructions that would not be reflected in this clause, it being specified that these instructions must be accepted by Edifice to be binding;
- (b) Obtain, where appropriate, the consent of the Data Subjects to process their Personal Data and/or ensure that the Processing implemented through the Services provided by Edifice is based on an appropriate legal basis with regard to Data Protection Regulations.

APPENDIX 4 - SUBCONTRACTING - DETAILS REGARDING IMPLEMENTED PROCESSING

1. Details regarding implemented processing

Purpose of Processing

The processing carried out by the Service Provider on behalf of the Client is for the purpose of providing the Solutions and Support Services to the Client and Users.

In particular, the processing implemented is as follows:

- Identification, authentication, and authorization of Users to allow them to access the Platform;
- Hosting of User data and content on the Platform;
- Management of User accounts and preferences;
- Traceability of user actions;
- Backing up user data;
- Aggregating traces and data to generate statistics and usage analysis.

Nature of Processing

The Personal Data will be subject to the following basic Processing activities: collection, recording, organization, structuring, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure, and destruction.

Aim of Processing

The Personal Data is processed by the Service Provider to enable the Client, the Data Controller, to provide Users with an educational digital platform (the Platform) in the form of a secure social network designed for education and open to all members of the educational community (teachers, students, parents, management personnel, and administrative staff) as well as its partners.

Duration of Processing

The Service Provider will host and process Personal Data for the term defined in the Agreement.

Types of Personal Data processed

The processed Personal Data concerns the following categories of data (possibly including the following special categories of data):

- Contact information, full name, personal address, telephone number, email address
- Date of birth, place of birth, nationality, and marital and family status.
- Photographic images and/or videos
- Position/function (current or past)
- School/institution affiliation
- Teaching group and class
- National Student ID Number
- Where applicable, an external username
- Status in the institution (including scholarship student)
- School transportation
- Classes, groups, subjects taught, basic training modules (MEF), program
- IP address; user credentials; activity (logs)
- Authentication cookies and information related to frequency and user journey indicators

Categories of Data Subjects

The categories of Data Subjects are the Users of the Solutions, namely:

- Client personnel, i.e. teaching and non-teaching staff;
- Administrators;
- Students;
- Parents of students;
- Guests;
- Representative of the local authority or school network.

2. Authorized Subsequent Subcontractors and transfers outside the European Union

The up-to-date list of Edifice's authorized Subsequent Subcontractors involved in the provision of the Services that are the subject of the Agreement involving the Processing of Personal Data is as follows:

Identification and contact details of the subsequent subcontractor	Nature and purposes of the processing operations carried out	Location of the teams involved	In the event of data transfers outside the EU, implemented safeguards
OVH in Roubaix (2 RUE KELLERMANN - 59100 ROUBAIX).	Hosting: production environments are deployed at OVH in Roubaix Text messaging: Password reset text messaging	European Union	N/A
OVH in Strasbourg (9 RUE BASSIN DE L INDUSTRIE - 67000 STRASBOURG) OVH in Gravelines (RTE DE LA FERME MASSON - 59820 GRAVELINES)	Backup: Backups are duplicated on a site located in Strasbourg or Gravelines.	European Union	N/A
Scaleway in Paris (8 RUE DE LA VILLE L'EVEQUE; 75008 PARIS 8)	Backup: An encrypted backup replication is also performed in Paris in a Scaleway data center.	European Union	N/A
Sinch in Stockholm (Lindhagensgatan 74 112 18 Stockholm, Sweden)	Text messaging	European Union	N/A
Sendinblue in Paris (7 rue de Madrid, 75008 Paris) and its Subsequent Subcontractors:	Sending external notification emails and password changes.	European Union	N/A

3. Security measures

The Service Provider undertakes to implement appropriate security measures to ensure the security and confidentiality of Personal Data as part of the processing carried out, including data encryption, protection of computer networks, traceability and logging, and management of authorizations and authentications.

As part of ONE and NEO's "SaaS", User data is stored in the Datacenter located in France selected by Edifice (main site: OVH Roubaix). The technical infrastructure is designed with response times, resilience, and redundancy in mind. Edifice regularly backs up the data.

As part of ONE and NEO's "OPHA", the data is stored in the data center selected by the Client, who ensures its service provider is able to meet the needs of the Agreement.

The main security measures are as follows; these measures can be modified to reflect changes in practices and state of the art, provided that the modification of the measures does not decrease the level of security.

Encryption

- Key and certificate management procedure
- Data transmission encryption
- Hash function: NTLM, MD5, SHA-1, SHA-256, SHA-512
- Password storage: HMAC use of SHA-256, bcrypt, scrypt, or PBKDF2
- Symmetric encryption: AES or AES-CBC with 128-bit keys
- Signatures: RSA-SSA-PSS as specified in PKCS#1 v2.1 with secret modules and exponents of at least 2048 bits or 3072 bits with public exponents, for encryption, greater than 65536

Protection of the computer network

- Wi-Fi network management
- Administration interfaces are subject to two-factor authentication.
- Application of ANSSI recommendations for securing websites, TLS and Wi-Fi

Traceability

- Implementation of a logging system
- Implementation of specific protection for logging equipment and logged information
- Implementation of a procedure for monitoring the use of Processing and periodic review of event logs

Management of authorizations

- Definition of authorization profiles
- Revocation of user access permissions as soon as they are no longer authorized to access a premises or IT resource, as well as at the end of their contract
- Regular review of authorizations
- Implementation of an access control policy

Management of authentications

- Implementation of a unique username per user
- Prohibition of shared accounts
- Use of password managers to have different passwords for each service
- Secure storage of passwords

Other security measures

- Use of regularly updated anti-virus software
- Automatic security updates
- Lookup source and traces of intrusion in case of compromise of a workstation
- Security monitoring
- Requirement of a VPN for remote access
- Application of ANSSI recommendations for securing websites, TLS and Wi-Fi
- Implementation of an IT disaster recovery and business continuity plan
- Testing for the restoration of backups and the application of the business continuity or recovery plan
- Implementation of a secure data deletion procedure, with use of data deletion software certified by ANSSI