



GENERAL CONDITIONS OF USE FOR WIMI SERVICES

Through its "Wimi" software, CLOUD SOLUTIONS offers a collaborative working tool in SaaS mode, dedicated to document sharing and project management. The "Wimi" Services marketed by CLOUD SOLUTIONS provide access to a collaborative working platform. These Services enable Users to create and manage secure collaborative workspaces, invite Users to join the workspace, centralize, share and electronically manage documents within the workspace, manage tasks, share calendars, organize meetings, communicate, and more.

The use of these Services, i.e. all CLOUD SOLUTIONS products, software, services and Web sites (collectively referred to in this document as "Services"), is governed by the terms of a legal contract between CLOUD SOLUTIONS and You. The present document describes the content of the aforementioned contract and defines certain terms of this contract.

1. Acceptance

"CLOUD SOLUTIONS" refers to the company CLOUD SOLUTIONS SAS, with capital of 108,112 euros, headquartered at 23 rue d'Anjou, 75008 Paris, registered with the Paris Trade and Companies Registry under number 528 893 522 and represented by its legal representative Mr. Antoine Duboscq.

When You enter into this agreement on behalf of a legal entity, You certify that You have the authority to bind such entity to these terms and conditions, in which case the terms "licensee", "customer", "user", "You", "your" or "yours" shall refer to such legal entity.

You certify that you are contracting with CLOUD SOLUTIONS as part of a professional activity, and therefore acknowledge that the protective provisions applicable to contracts concluded with consumers as well as the provisions of articles 1369-5 and 1369-4 of the French Civil Code are not applicable to you.

Unless otherwise specified in writing by CLOUD SOLUTIONS, the contract binding You to CLOUD SOLUTIONS always includes at least the General Conditions (hereinafter "the Conditions") set forth in this document.

You must accept the Terms before using the Services. You will not be able to use the Services if You do not accept the Terms.

To accept the Conditions, You may :

(A) click on the option allowing you to accept the Terms, when this option is made available by CLOUD SOLUTIONS in the user interface of the Service used; or

(B) use the Services directly. In this case, You acknowledge and agree that CLOUD SOLUTIONS considers Your use of the Services as acceptance of the most recent Terms; or

(C) by signing a Subscription Form.

CLOUD SOLUTIONS may modify these Terms at any time by (i) publishing a revised version of the Terms accessible from Wimi's commercial sites and/or by (ii) sending information relating to the modification of the Terms to the e-mail address You have provided to CLOUD SOLUTIONS. In any case, any modification of the Conditions applicable to a Customer must be subject to the acceptance of this same Customer.

No special condition, nor general conditions of purchase, can prevail against the present General Conditions, nor complete them, except formal written and express acceptance of CLOUD SOLUTIONS.

2. Definitions

"Customer" refers to the natural or legal person who registers and activates the Services provided by CLOUD SOLUTIONS through a free or paid subscription and assumes responsibility for use of the Services and, where applicable, payments.

"User" refers to the natural person who, following an invitation from the Customer, has a User account and obtains access to the Services. The access and privileges thus obtained are allocated to

They may under no circumstances be shared between several individuals or allocated to an entity other than an individual.

"Guest" refers to the natural person who is not part of your company and subsidiary(ies), or your "organization" in the broadest sense: Group, Consortium, Company Grouping/Network, FIG, GME, Partnership Agreement, Franchisee Network, etc., who, following an invitation from the Customer, has a User account and obtains access to the Services. The accesses and privileges thus obtained are allocated exclusively to a natural person and may under no circumstances be shared between several natural persons or allocated to an entity other than a natural person.

For example, customers, prospects and suppliers are welcome as guests.

It is specified that users with an email address from the same domain as that of internal users and users regularly connecting to Wimi from an IP address belonging to the Customer cannot be considered as "Guests".

Finally, the number of Guests may not exceed 5 times the number of Users, except with the prior agreement of CLOUD SOLUTIONS.

In the event of non-compliance with the definition of Guest status, CLOUD SOLUTIONS reserves the right, at its sole discretion, to retroactively reclassify as Users Guests who do not meet the conditions of the corresponding status.

"Wimi" refers to the online collaborative workspace provided by the Services.

"Workspace" refers to a space (within a Wimi) assigned to a project or activity and to which the Customer may invite Users.

"Wimi Manager" means the user who manages the Wimi and who determines the privileges of each User.

"Services" refers to access to all CLOUD SOLUTIONS products, software, services and websites, including access to your Wimi.

"Subscription Formula" refers to the specific conditions of access for a Customer to the Services in return for payment of a fee for a defined period.

"Content" means any data, information, image, file, sound, text, program, software, code, or element of any kind that is exploited, distributed, stored, transmitted, issued, collected, processed or made available directly or indirectly by means of the Services.

3. Language of Conditions

If CLOUD SOLUTIONS provides an English translation of the French version of the Terms, You acknowledge that such translation is provided for informational purposes only and that the French version of these Terms governs the contractual relationship between You and CLOUD SOLUTIONS.

If the French version of the Conditions and the English version contradict each other, the French version shall take precedence.



All Wimi web interfaces and e-mail communications made available to the customer by Cloud Solutions are presented at least in French.

All support operations are provided at least in French.

4. Registration

To use the Services, You may be required to complete and submit a registration form. As part of this registration process, You agree to: (i) be listed as a reference on commercial sites presenting the Wimi offer and (ii) provide current, complete and accurate information and (iii) maintain and update this information so that it is always current, complete and accurate.

You are not authorized to register for the Services if You are under 18 years of age. By registering, You assure CLOUD SOLUTIONS that You are 18 years of age or older.

If CLOUD SOLUTIONS discovers that any of Your registration data is inaccurate, incomplete or out of date, or if CLOUD SOLUTIONS determines, in its sole discretion, that You are not appropriate subscribers or users of the Services, CLOUD SOLUTIONS may terminate all rights to access, receive, use and license the Services immediately and without notice.

You agree to be notified by e-mail of new CLOUD SOLUTIONS services, CLOUD SOLUTIONS product launches, CLOUD SOLUTIONS announcements, changes to the terms of use or billing of the Services.

5. Services and Licensing

Subject to compliance with these Terms and Conditions and the subscription formula chosen, CLOUD SOLUTIONS hereby grants its Clients and Users invited by them a worldwide, non-transferable, non-exclusive right to access and use the Services, which right may not be sub-licensed without the prior consent of CLOUD SOLUTIONS.

CLOUD SOLUTIONS is constantly innovating. You acknowledge and agree that the form and nature of the Services provided by CLOUD SOLUTIONS are subject to change without notice.

CLOUD SOLUTIONS undertakes to take reasonable steps to make the Services available via the Internet, twenty-four hours a day, seven days a week. CLOUD SOLUTIONS will be entitled to take measures that affect this accessibility if CLOUD SOLUTIONS deems it necessary, in particular to carry out maintenance operations or to protect the confidentiality or integrity of your data. Furthermore, CLOUD SOLUTIONS cannot be held responsible for any unavailability related to your Internet connection or problems related to the Web network.

The Customer is authorized to provide Users with access to its Wimi. The Customer is aware and acknowledges that he is responsible for the Users to whom he has authorized access to the Services.

CLOUD SOLUTIONS is entitled to engage subcontractors to perform obligations under this Agreement. CLOUD SOLUTIONS is responsible for the work and services of subcontractors under conditions identical to those for its own work and services.

6. Driving

You are solely responsible for your use of the Services, the Content of Your computers including Content uploaded, transferred, publicly edited, processed or entered into the Services, Your account on your Wimi, the management of your Wimi, and any transmission while using the Services. However, CLOUD SOLUTIONS reserves the right, at its sole discretion, to take any action regarding them deemed necessary or appropriate.

You agree that your Wimi will be used under reasonable conditions. For all subscription formulas except the "Enterprise" subscription formula, which benefits from specific access conditions, the bandwidth used by your Wimi cannot exceed 1 GB/month or significantly exceed the average bandwidth used by other Wimi (determined solely by CLOUD SOLUTIONS), the number of actions related to the use of your Wimi cannot exceed 500/day or significantly exceed the average number of actions of other Wimi (determined solely by CLOUD SOLUTIONS) and the number of users simultaneously connected to your Wimi via the Web platform or Wimi Drive cannot exceed 30 or significantly exceed the average number of users simultaneously connected to other Wimi (determined solely by CLOUD SOLUTIONS). The number of calls made to your Wimi account via Wimi AirTime cannot exceed 250/month.

In the event of use of your Wimi exceeding the thresholds defined above, CLOUD SOLUTIONS reserves the right to deactivate your Account or limit your bandwidth or to offer you a subscription formula tailored to your specific needs.

You agree to respect the definition of User and Guest status as defined in this document.

You agree (i) not to attempt to gain unauthorized access to other computer systems or interfere with another user's use and enjoyment of the Services (ii) to comply with national laws governing online service, not to send, distribute, make available or transmit any software or other computer files containing a virus/harmful component; (iii) not to use the Services for illegal purposes; (iv) not to delete anything from the products, software, documents or websites used in connection with the Services, including legal notices, disclaimers or copyright or trademark symbols, not to modify any logo that You do not own and that You are not authorized to modify; (v) not to interfere with or disrupt networks connected to the Services; (vi) not to infringe the copyright, patent, trademark, trade secret or other proprietary rights of any third party; and (vii) not to transmit any unlawful, unauthorized confidential, harassing, defamatory, racially offensive, indecent, abusive, violent, threatening, vulgar, obscene or other objectionable material of any kind.

You agree not to reproduce, duplicate, copy, sell, market or resell the Services for any purpose.

You acknowledge that you are solely responsible (and that CLOUD SOLUTIONS has no liability to you or to any third party) for any breach of your obligations under the Terms and for the consequences of any such breach (including any loss or damage suffered by CLOUD SOLUTIONS).

You agree to be responsible for all acts and non-acts of your employees and consultants, and all persons You invite to your Wimi.

You warrant that Content uploaded to or managed by the Services does not infringe the rights of third parties or violate applicable law in any way.

CLOUD SOLUTIONS may suspend access to the Services or immediately terminate this Agreement in the event of non-compliance with these rules of good conduct.

Suspension of access to the Services or early termination of the Contract will not give rise to any reimbursement of fees paid in advance, or to any compensation.

7. Passwords and security



You must use Your e-mail address for Your username and choose a password to access Your account. You agree to carefully guard all of Your passwords and keep them confidential. You are solely responsible if You do not maintain the confidentiality of Your passwords and account information.

Your password is encrypted. It is not accessible to employees of CLOUD SOLUTIONS.

If You have forgotten your password, or if it is not working, You can enter a new password by clicking on the "Forgot password" link on Your Wimi home page.

Depending on the access rights defined by Your Wimi Account Manager, You may not be able to see certain data on Your Wimi or update certain information. You agree to respect the access rights that have been assigned to you.

You are solely responsible for all activities that occur under Your account. You agree to immediately notify CLOUD SOLUTIONS of any unauthorized use of Your account or any other known breach of security. Access to password-protected and/or secure areas is restricted to authorized users only. Unauthorized individuals attempting to use the Service may be subject to legal action.

CLOUD SOLUTIONS cannot be held responsible for any loss/damage You may suffer as a result of a third party using Your password, Your account, if any, with or without Your consent. However, if You are the Account Manager of Your Wimi, You are liable for any loss that CLOUD SOLUTIONS or any other party may suffer as a result of such use.

CLOUD SOLUTIONS uses an encryption layer to guarantee the secure transfer of your information and documents when using the Services. To this end, CLOUD SOLUTIONS uses state-of-the-art encrypted Encapsulation.

8. Property

All content of websites and computer programs, software, products, interface graphics or other elements associated with the Services provided by CLOUD SOLUTIONS is protected by intellectual property rights belonging exclusively to CLOUD SOLUTIONS. This content may not be reproduced, translated, transcribed, or modified in any form or by any means, without the prior written consent of CLOUD SOLUTIONS. You may not copy, modify, distribute, publish, transmit or create derivative works of any of this content.

Access to the Services and use of the related products is granted under license and is not sold. It is a right of use granted exclusively under the conditions determined by the Subscription Formula subscribed to, in particular for the number of Workspaces, the number of Users, support and storage space defined by the Subscription Formula subscribed to.

The Licenses granted by the Terms do not give You any right to the content of the web sites, computer programs, software, and products associated with the Services provided by CLOUD SOLUTIONS, nor to the associated logos and other names, logos, icons and marks identifying CLOUD SOLUTIONS products and services which may not be used without the prior written permission of CLOUD SOLUTIONS.

Any Content that You upload, transfer, publicly edit, process or input into the Services remains your exclusive property if You are the legal owner thereof. CLOUD SOLUTIONS cannot claim ownership of the data transmitted and generated by the client as part of the use of Wimi. In addition, CLOUD SOLUTIONS cannot dispose of the data transmitted and generated by the customer, their disposal being reserved to the customer.

CLOUD SOLUTIONS is not responsible for these elements. You warrant that you own all the rights required to use the Content that you will use via the Services.

9. Warranties

Although CLOUD SOLUTIONS takes all necessary precautions to provide accurate information about its Services on its Web site, the information contained therein has no contractual value and CLOUD SOLUTIONS cannot be held liable in any way whatsoever.

You acknowledge that You have the skills to appreciate the exact scope of the characteristics of the Services and its adaptation to the use for which they are intended.

You warrant that you have provided CLOUD SOLUTIONS with all information relevant to the normal use of the Services.

ALL INFORMATION, DOCUMENTS, PRODUCTS AND SERVICES PROVIDED BY CLOUD SOLUTIONS ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SPECIFIC EXPECTATIONS, WARRANTIES RELATING TO THE ACCURACY OR RELIABILITY OF THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED, COMPLETELY SECURE, FREE OF SOFTWARE ERRORS, OR THAT DEFECTS OR FAILURES IN THE SERVICES WILL BE CORRECTED.

On the other hand, CLOUD SOLUTIONS undertakes that the collection, handling, storage, and more generally the processing of data made in the context of the pre-sale, implementation, maintenance and termination of the service are carried out in accordance with the requirements enacted by the legislation in force and in particular Article 28 of the RGPD (see RGPD Annex in this document).

CLOUD SOLUTIONS guarantees that the Wimi service and its operations respect current legislation on fundamental rights and the values of the European Union relating to respect for human dignity, freedom, equality, democracy and the rule of law. CLOUD SOLUTIONS has no links with a n y foreign government or public body.

10. Limitation of damages and liability

In the event of major defects which seriously impede the use of the Services and which are exclusively attributable to CLOUD SOLUTIONS, CLOUD SOLUTIONS undertakes to act to correct this defect without undue delay from the date of written notification (by registered letter) sent to it.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. IN NO EVENT SHALL CLOUD SOLUTIONS BE LIABLE FOR ANY INDIRECT LOSS, LOSS OF PROFITS OR ANTICIPATED SAVINGS, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, RELATING TO DEFECTS OR FAILURES IN THE SERVICES.

YOU SHALL NOT BE ENTITLED TO ANY REDUCTION IN PAYMENT, DAMAGES OR OTHER SANCTIONS IN THE EVENT OF CONTINUOUS INTERRUPTIONS OF SERVICES LASTING LESS THAN TEN (10) CONSECUTIVE DAYS.

IN ANY EVENT, CLOUD SOLUTIONS' LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED BREACH OF CONTRACT, AND SHALL NOT BE INCURRED AFTER A PERIOD OF FORTY-FIVE (45) CALENDAR DAYS FROM THE DATE ON WHICH THE GROUNDS FOR THE CLAIM AROSE.

11. Subscriptions and Royalties

The provisions below only apply to You if You are a Customer. If this is the case, in order to benefit from access to the Services, excluding the free trial period granted by CLOUD SOLUTIONS, You must subscribe to a Subscription Plan and pay a periodic fee in accordance with the specific conditions.



(including rates and duration) that will be determined by the Formule agreed with CLOUD SOLUTIONS.

Access to the Services and use of the related products is a right granted exclusively under the conditions determined by the Subscription Formula subscribed to, in particular for the number of Worksplaces, the number of Users, support and storage space defined by the Subscription Formula which determines the characteristics of your Wimi.

The descriptions of the Services presented on the CLOUD SOLUTIONS Site specify, for each Subscription Formula, the duration of the Subscription taken out, the elements included in the formula and the type of use, personal or professional, permitted.

In the case of an online subscription, You acknowledge that You have had the opportunity to check the details of your Subscription Plan and its total price, and to correct any errors, before confirming it to express Your acceptance. CLOUD SOLUTIONS will electronically acknowledge receipt of the Subscription Formula.

Free subscription. A free subscription expressly granted by CLOUD SOLUTIONS does not require the payment of subscription fees. All free subscriptions are for a period of 30 days, which may or may not be renewed for the same period at the sole discretion of CLOUD SOLUTIONS. In the event of inactivity (no connection) on your Wimi account exceeding 120 days, CLOUD SOLUTIONS reserves the right to interrupt services and delete data stored on your Wimi.

If You have subscribed to a specific Formula including a free trial period, CLOUD SOLUTIONS will provide free use of the Services during this period from the confirmation of your subscription request in the case of online subscription, or otherwise, from the signing of the subscription request.

At the end of the trial period, if You do not wish to continue with a paid subscription, CLOUD SOLUTIONS reserves the right to interrupt the services and delete the data stored on your Wimi.

The total amount of the fees due for the subscription period remains definitively acquired and/or due, even in the event of termination of the subscription for any reason whatsoever, except if Cloud Solutions does not respect its contractual obligations and/or decides to permanently stop the Services.

In the event that You cancel the credit card provided to CLOUD SOLUTIONS or if the card is cancelled, You must immediately provide CLOUD SOLUTIONS with a new valid credit card number. In the event that You do not provide CLOUD SOLUTIONS with a valid credit card number with sufficient funds, You will be in breach of these Terms.

In the event that You change or close the bank account provided to CLOUD SOLUTIONS for direct debit, You must immediately provide CLOUD SOLUTIONS with a new direct debit authorization on your new bank account. In the event that You do not provide CLOUD SOLUTIONS with a new direct debit authorization or if your account is not sufficiently funded, You will be in violation of these Terms.

CLOUD SOLUTIONS reserves the right to discontinue or modify any coupons, credits and special promotional offers at its sole discretion.

You may change your Subscription Plan at any time. In the event of a change, billing will be prorated to the new Subscription Plan.

In the event of repeated non-payment, payment of the subscription for the entire period subscribed to in the Subscription Formula must be made to CLOUD SOLUTIONS in full within thirty (30) days of the date of issue of the invoice or initial request for payment. Interest, by way of penalty, may be demanded in accordance with the legislation in force for the period running beyond this period. CLOUD SOLUTIONS shall be entitled to charge a fee for any payment reminder and reserves the right to send reminder messages by email.

CLOUD SOLUTIONS may suspend access to the Services if unpaid invoices exceed thirty (30) days. Without prejudice to any sums due, in particular the payment of royalties until the end of the subscribed term, CLOUD SOLUTIONS may also immediately terminate the present Contract in the event of non-compliance with the present Conditions, and in particular if unpaid amounts exceed sixty (60) days.

Early termination of the Contract will not give rise to any reimbursement of fees paid in advance, or to any compensation.

12. Cancellation

CLOUD SOLUTIONS may, in its sole discretion, immediately terminate these Terms, the subscription purchased with the license and the right to use the Services if (i) You breach these Terms without remedying such breach within 8 days of written notice ;

(ii) CLOUD SOLUTIONS is unable to verify or authenticate the information provided by You to CLOUD SOLUTIONS; (iii) such information is or becomes inaccurate; or if (iv) CLOUD SOLUTIONS decides, at its sole discretion and with one month's notice, to discontinue offering the Services. CLOUD SOLUTIONS shall not be liable to You or any third party for the termination of the Service or its use.

In the event of expiration or termination for any reason whatsoever, You are no longer authorized to use the Services, You will no longer have access to the data and other documents that You have stored in connection with the Services.

In the event of expiration or termination for any reason whatsoever, CLOUD SOLUTIONS undertakes to notify You electronically with 21 days' notice of the activation of the secure deletion procedure for all of your data.

Unless otherwise agreed between the parties, the secure deletion procedure involves the following steps:

- for files, a rewrite is performed on blocks storing files, and the client-specific encryption key is deleted. A copy of the deleted files remains in the backups until they are permanently deleted through backup rotation.
- for data stored in the database relating to the Customer's use of the Service, the data is deleted when the Wimi account created by the Customer is erased. A copy of the deleted data remains in the backups until its final deletion through backup rotation.
- for machine logs, as we use a shared service, to ensure consistent monitoring, carry out historical analyses and in the interests of continuous optimization of our infrastructure, we do not propose immediate deletion, but these will naturally be deleted when the historical logs are no longer retained, in accordance with our usual retention times for such logs.

The secure deletion procedure may take up to 3 days. At the end of this process, a deletion report will be systematically produced and communicated to the customer in a secure manner.

Consequently, You must ensure that You have the necessary backup copies.

ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL UNDERTAKINGS EXPRESSED IN THESE TERMS AND CONDITIONS (1) ARE ESSENTIAL TO THE AGREEMENT BETWEEN THE PARTIES AND (2) ARE EXPRESSLY EXCLUDED.

(2) SHALL SURVIVE ANY TERMINATION, EXPIRATION OR WITHDRAWAL OF THESE CONDITIONS.

13. Support, updates, backup



You understand that CLOUD SOLUTIONS may update the Services at any time but that it is not obliged to inform You of such updates. You agree to accept all updates accessible from your Subscription Plan. Some updates may not be offered in your Subscription Plan.

Subject to compliance with the Conditions, CLOUD SOLUTIONS will provide e-mail assistance to the Customer without undue delay. The Parties will communicate via the e-mail addresses that the Customer will have indicated when registering for Wimi services and the e-mail addresses present on the Wimi commercial sites.

If, in addition to this e-mail assistance, the Subscription Formula subscribed to offers telephone assistance or remote assistance, this assistance may not exceed the quota of hours defined by the Subscription Formula.

The support service will only be available from 9 am to 6 pm on working days. Calls/emails sent outside these times will be deemed to have been sent on the next working day.

In the case of online assistance, CLOUD SOLUTIONS may, with your prior consent, be required to connect to your Wimi. In this case, CLOUD SOLUTIONS undertakes to keep confidential all information to which it has access.

If your subscription package allows it, CLOUD SOLUTIONS can provide you with the possibility of making your own back-up using the tools made available to you.

Even if CLOUD SOLUTIONS has secure back-up facilities for your data, CLOUD SOLUTIONS declines all responsibility for any loss or distortion of Content exchanged electronically on or through the Services. It is your sole responsibility to safeguard your Content.

14. Compensation

You are responsible for maintaining the confidentiality of Your account and password(s). You are also responsible for all activities that occur under Your account. You hereby agree to indemnify and hold CLOUD SOLUTIONS and its affiliates harmless from and against any and all liabilities, claims and expenses, including reasonable attorneys' fees, related to any claim, demand, action, suit or loss arising out of or related to (a) any breach by You of these Terms or any complaints made in connection with Your account; (b) any fraud or manipulation by You; (c) any information, data, files or other Content provided by You; or (d) any claim of credit card fraud based on any information disclosed by You. You agree to cooperate with CLOUD SOLUTIONS in the defense of any claim, complaint, action or proceeding. CLOUD SOLUTIONS reserves the right to assume the exclusive defense of any claim made by You.

15. Privacy

You and CLOUD SOLUTIONS undertake to keep confidential all information and documents concerning the other party, of any nature whatsoever, whether financial, technical, social or commercial, which may have become accessible during the performance of the contract.

The preceding stipulation does not prevent CLOUD SOLUTIONS from mentioning in its advertising or commercial documents or commercial offers, by way of reference, all subscription formulas subscribed to, mentioning the corporate name, logo or brand of the subscriber.

These obligations shall survive any termination, expiration or Withdrawal of these Conditions.

You agree that the name, logo or URL of your Wimi may be published on a public page of Wimi's commercial sites. The possibility of deactivating these publications may be offered as a configuration option of the Services depending on the subscription formula chosen.

Unless otherwise agreed by You, CLOUD SOLUTIONS is not authorized to read or write the Content that You manage through the Services.

CLOUD SOLUTIONS will not divulge to a third party any information relating to the service to which you have subscribed and which is covered by this contract (unless expressly authorized by you by email).

In the event that You authorize CLOUD SOLUTIONS to disclose information relating to the service, CLOUD SOLUTIONS undertakes to inform You and then collect/process any feedback via your Customer Success Manager (CSM).

16. Personal data

CLOUD SOLUTIONS adopts reasonable measures to protect your personal data, in particular that which You provide when You wish to use the Services. In accordance with our personal data protection policy, You have the right to access your personal data, to rectify, correct or delete any data that is inappropriate, incomplete, ambiguous or obsolete, as well as the right to refuse the processing of your personal data for legitimate reasons. To exercise any of these rights and obtain access to the data we hold about you, please contact us directly at the address below:

Cloud Solutions SAS
23 rue d'Anjou
75008 Paris, France
dpo-wimi@racine.eu
CNIL declaration no.: 1485579 v 0

Within the strict framework of the use of the Services, CLOUD SOLUTIONS acts as a subcontractor within the meaning of the RGPD. The RGPD Annex, present in this document, specifies the contractual framework of this relationship.

When CLOUD SOLUTIONS acts as a data controller (pre-sales, marketing, etc.), the following personal data protection policy applies: <https://www.wimi-teamwork.com/fr/a-propos/securite-donnees-rgpd/>

17. Force majeure

A party may be released from liability for damages and other sanctions if the performance of a particular obligation is prevented or rendered costly due to force majeure as defined by law and jurisprudence.

If either party is prevented from performing for a period exceeding one (1) month due to force majeure, the other party shall be entitled to terminate the Contract in writing without any compensation being due.

18. Transfer

You acknowledge and agree that CLOUD SOLUTIONS, in the event of an assignment or change of control, reserves the right to transfer your rights and obligations to any other company with at least one month's notice.

You may not assign your rights and obligations under this Agreement without the prior written consent of CLOUD SOLUTIONS. In any event, You shall remain fully responsible for the performance of the obligations defined in this Agreement, in the event of default by your assignee.

19. Miscellaneous



If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

The failure of CLOUD SOLUTIONS to exercise any right in whole or in Part shall not prevent the subsequent exercise of such right. CLOUD SOLUTIONS' waiver of any breach shall not be deemed a waiver of any subsequent breach.

You acknowledge and accept that CLOUD SOLUTIONS operates in the remote access solutions market and that CLOUD SOLUTIONS may offer Services identical or similar to Yours, to third parties, and in particular to Your competitors.

20. Applicable law - jurisdiction

THESE TERMS AND CONDITIONS ARE GOVERNED BY FRENCH LAW.

ANY DISPUTE OF ANY NATURE WHATSOEVER RELATING TO THE INTERPRETATION, VALIDITY AND PERFORMANCE OF THESE TERMS AND CONDITIONS AND OF ANY CONTRACT/ORDER ENTERED INTO WITH CLOUD SOLUTIONS, EVEN IN THE EVENT OF AN ACTION IN WARRANTY OR MULTIPLE DEFENDANTS, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF THE PLACE WHERE CLOUD SOLUTIONS HAS ITS REGISTERED OFFICE.

CLOUD SOLUTIONS maintains a regular legal watch to ensure compliance with applicable law. This legal watch is carried out by a specialized law firm, which communicates it electronically to CLOUD SOLUTIONS on a monthly basis. The applicable regulations covered by the legal watch are listed in the appendix to this document.

21. Communications and notifications

Notices from CLOUD SOLUTIONS may be sent to the e-mail address You provide when registering for the Services or by such other means as CLOUD SOLUTIONS in its sole discretion determines to Your attention. All other notices You send to CLOUD SOLUTIONS relating to these Terms must be in writing and sent by registered mail.

By express agreement, any Communication or notification sent by CLOUD SOLUTIONS will be deemed to have been received and read by You within 5 days of being sent. It is therefore your responsibility to regularly update and consult this e-mail address. You will be solely responsible for any breach of your obligations in this respect.

22. Insurance

You certify that you have taken out the necessary insurance (and keep it in force) for all the risks associated with your activity and the use of the Services, with a reputable and solvent insurance company, for all the financial consequences of your responsibility for any damage caused to CLOUD SOLUTIONS and/or to any third party in the context of the use of the Services, as well as for any damage that you may suffer in the context of the use of the Services.

23. Reversibility

In the event of termination of the contract or application of the reversibility clause, the customer will be able to recover his data in the following formats:

- all information entered by the user is made available through the API in JSON format. API documentation can be found at: <https://wimi.wimi.pro/wapi-doc-api>

- all actions that have been created, such as "tasks", are made available in csv format, separated by a semicolon (;).

- all files uploaded to Wimi are available for download via Wimi Drive, a browser or the API

Before any reversibility phase, please contact our customer support at support@wimi.pro.

24. Reporting a safety incident

If you suspect or observe a breach of cybersecurity on the platform or service, please send an e-mail immediately to security@wimi.pro with "Security Alert" as the subject line. In the body of the message, please provide all the information required to analyze the incident, so that it can be dealt with as quickly as possible. Please feel free to attach screenshots if you think this will help to identify the problem more quickly. We would be grateful if you could include your telephone number in the e-mail, so that we can contact you if we need to obtain further information. Your report will be examined by the security team as soon as possible.

In the event that CLOUD SOLUTIONS identifies a breach of the platform's cybersecurity, CLOUD SOLUTIONS undertakes to notify all customers concerned by email within a maximum of 8 hours.

25. Logging

At the customer's request, we can make available all event logs concerning him/her, subject to contractual and legal retention periods. If the request concerns a specific event, please specify the start date and time of the event, the end date and time of the event, and the targeted service. To make this request, we invite you to contact your dedicated Customer Success Manager (CSM), who will provide you with the information in our possession within two working days.

26. Technical information

As part of your contractual commitment, we will provide you with a full technical description of the environments made available to you, including a description of how they are maintained in safe condition. Please contact your dedicated Customer Success Manager (CSM), who will provide you with the relevant documentation.

We also provide you with a list of the security measures implemented to ensure the security of the qualified service within a security assurance plan, which you can obtain on request from your CSM. CLOUD SOLUTIONS reserves the right to produce these elements within a reasonable time of your request.



27. High availability and accessibility

High availability of Services is based on the redundancy of all critical components. Redundancy ensures system availability in the event of component failure. Each component has at least one independent backup component.

CLOUD SOLUTIONS aims for a minimum annual accessibility rate of 99.95% (excluding scheduled maintenance).

In the event of major defects which seriously impede the use of the Services and which are exclusively attributable to CLOUD SOLUTIONS, CLOUD SOLUTIONS undertakes to act to correct such defect without undue delay.

In the event of a situation requiring the activation of a disaster recovery plan, the maximum duration of service unavailability is 48 hours.

In addition, CLOUD SOLUTIONS undertakes to inform You of any substantial change that will affect the quality of the services provided.

* * *
* *

28. Hosting and protection against non-European rights

CLOUD SOLUTIONS undertakes to host the data stored and processed as part of Wimi's usage within the European Union (unless customers are notified of an ANSSI waiver. At present, Wimi does not need or have any such dispensation.19).

CLOUD SOLUTIONS remotely accesses the data centers hosting the Services to perform administrative and/or support actions.

All support and administration operations for the Wimi service are carried out by Cloud Solutions employees under contract and in France (or the EU).

CLOUD SOLUTIONS' registered office, central administration and principal place of business are located in France.

CLOUD SOLUTIONS has analyzed the risks that could subject Wimi, its administration, supervision, support operations or its use to legal constraints from a non-European government and has concluded that there are no such risks. CLOUD SOLUTIONS is nevertheless actively monitoring the situation.

In the context of Wimi, CLOUD SOLUTIONS does not use any third-party service or provider - including a subcontractor - that has its registered office, central administration or principal place of business in a non-member state of the European Union or that is owned or controlled by a third-party company domiciled outside the European Union. No third-party service or provider used by CLOUD SOLUTIONS has the technical capability to obtain data operated through the service. These services or third-party providers are explicitly committed by CLOUD SOLUTIONS in its contractual relationship with them to guarantee their operating autonomy

CLOUD SOLUTIONS guarantees that technical data (identities of beneficiaries and administrators of the technical infrastructure, data manipulated by the Software Defined Network, technical infrastructure logs, directory, certificates, access configuration, etc.) are stored within the European Union.

CLOUD SOLUTIONS undertakes to formally inform the customer, within one month, of any legal, organizational or technical changes that may have an impact on its protection under non-European law.



RGPD Annex

1. Object

This document is intended to meet the requirements of the RGPD in the context of the relationship between our company and our customers. This document applies only in the event that we process, at the request of our customers, personal data on behalf of our customers under the conditions laid down by the RGPD. This document is considered a contractual appendix that is binding on the parties and does not modify the terms of any contracts entered into. In the event of any discrepancy between this document and the contract(s) entered into, this appendix shall take precedence as regards the sole issue of personal data processing.

2. Definitions

For the purposes of this Annex, the terms below shall have the following meanings between the parties:

- "Personal data" means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;
- "processing of personal data": means any operation or set of operations involving personal data, regardless of the process used, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, communication by transmission, dissemination or otherwise making available, alignment or combination, as well as blocking, erasure or destruction;
- "Personal data breach" means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

3. Qualification of parties

Within the meaning of the RGPD, and for the proper application hereof, you (our customer) are referred to as the "controller" and we (the provider) act as the "processor".

4. Treatment identification

The treatment identification elements covered by this are those declared by the Customer.

5. Customer obligations

You agree to :

- comply with the RGPD as a data controller;
- provide us with all the documented instructions necessary for the proper performance of our services;
- inform us of any changes in your data processing;
- provide us with the contact details of your DPO or RGPD referent ;
- notify data breaches to the competent authority;
- comply with your data protection obligations ;

- provide us, where necessary, with the information required to keep our data processing register.

You guarantee that you have all the rights necessary to enable us to process the data.

6. Customer instructions

We will only process your personal data in accordance with the documented instructions you provide to us.

Documented instructions are given to us in writing, in any form chosen by the customer. The instructions provided may in no way have the purpose or effect of modifying the product itself or the service offered.

We are obliged under the GDPR to inform you immediately if, in our opinion, an instruction from you constitutes a breach of this Regulation or other provisions of Union or French law relating to data protection.

7. Subsequent subcontracting

You authorize us to use subcontractors. If the contract is concluded between us and the subcontractor we guarantee that the subcontractor is itself compliant with the RGPD. In the event that you wish to contract directly with the subcontractor it is your responsibility to check its compliance with the RGPD.

8. Enhanced confidentiality

We make our staff aware of the need to protect personal data, and ask them to comply with a code of good conduct whenever possible.

9. Safety obligation

Each party in its capacity as such implements the technical and organizational measures necessary to meet the obligation to secure and protect personal data.

In the event of a security breach, we will implement the necessary measures and undertake to provide you with all the information required to make any necessary notifications to the CNIL.

ATTENTION: You must ensure at all times that the codes and user profiles are correctly set.

10. Customer support

We assist you in implementing the appropriate technical and organizational measures to meet the obligations of protection and security of processing by offering you the solutions, services and techniques that we consider appropriate.

You remain solely responsible for implementing the proposals that we would like to express to you.

11. CNIL control

The parties inform each other of any possible control by the Cnil and take the necessary measures to answer any questions asked by the control authority.

12. Audit

You can audit our compliance once a year by contacting us at a questionnaire for this purpose. We will reply as soon as possible.



deadlines. We are exempt from audits for all services with a Cnil certificate or label.

Cloud Solutions undertakes to make available all the information required to carry out audits of compliance with the provisions of Article 28 of the RGPD, conducted by the Sponsor or a mandated third party. Also, Cloud Solutions undertakes to provide assistance and advice to the Sponsor by informing it if an instruction from the latter constitutes a breach of data protection rules

13. End of subscription

Once your subscription has expired, your personal data will be processed in accordance with our privacy policy.

14. Liability

In accordance with Article 82 of the RGPD, our responsibility as subcontractor, is limited to the following cases:

- we fail to comply with the obligations set out in the RGPD that are specifically incumbent on us as processors or ;
- we act outside your documented instructions or ;
- we act contrary to your written instructions.

In all cases, compensation is provided within the framework of our service contract.

15. Review

In the event of regulatory changes or recommendations by the Cnil, we reserve the right to modify the present appendix. You will be notified of any new appendix before it comes into force.

* * *
* *



Annex applicable regulations

Legal requirement	Description
LOI_IL	Law of January 6, 1978 on data processing, data files and individual liberties.
RGPD	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data
CP_ART_314-1	Article 226-1 of the French Penal Code on indecent assault and breach of trust
CP_ART_226-1	Article 226-1 of the French Penal Code relating to the use of any process whatsoever to deliberately infringe on the privacy of others.
CP_ART_226-13	Article 226-13 of the French Penal Code relating to the disclosure of secret information by a person who is in possession of such information either by virtue of his or her status or profession, or by virtue of an office or temporary assignment.
CP_ART_226-15	Article 226-15 of the French Penal Code relating to the act, committed in bad faith, of opening, deleting, delaying or misappropriating correspondence, whether or not it has reached its destination and addressed to third parties, or of fraudulently acquiring knowledge of it.
CP_ART_323-1	Article 323-1 of the French Penal Code, concerning fraudulent access to or retention in all or part of an automated data processing system.
IGI_1300	Interministerial General Instruction no. 1300 on access to and possession of controlled items in information systems security
II_901	Instruction interministérielle relative aux articles contrôlés de la sécurité des systèmes d'information (ACSSI), n°910
PSSIE	Politique de sécurité des systèmes d'information de l'État (PSSIE - State information systems security policy), set out in the circular dated Prime Minister n°5725/SG
RGS	Administrative authorities exchanging information with users and between administrative authorities
IGI 2100 / 2102	Instruction applicable in all central administrations, all departments and national public establishments placed under the authority of a minister, in all entities, public or private, holding NATO classified information, including in the context of the award and execution of a contract.
II 1300	Interministerial instruction laying down the rules applicable to protective measures against the risks posed by the TEMPEST threat and by the use of wireless communication devices and technologies.
II 901 (Parts 1 & 2)	Public or private entities processing "Restricted Distribution" information Entities implementing restricted zones (ZRR) and concerned by the most sensitive specialties within the framework of the system for the protection of scientific and technological potential. technique de la Nation

* * *
* *



Appendix Third parties involved in providing the Service: obligations, rights and responsibilities

To date, only one third party is directly involved in providing the service. This is the company Scaleway, which provides us technical facilities within its Hosting Center to enable us to place and to exploit our Infrastructure.

Scaleway's rights, obligations and responsibilities are defined in the document accessible from this link:
<https://wimi.wimi.pro/shared/#/file/8ed9df5d959fa1f2a47a8e8e675065c2484f7a5de67addc87b4e5f3099401267>

* * *
* *