

The terms capitalized within the Agreement are defined in Article 17, whether in the singular or plural. Where a capitalized term is not defined in this Article, the definition is that specified within the Agreement.

## 1. PURPOSE

The purpose of these General Terms of Service (“**GTS**”) is to set forth the terms and conditions for the provision of the Services, and to define the responsibilities and obligations of the Supplier and the Client (hereinafter the “**Parties**”). These GTS are accessible at any time on the Website and shall prevail over any other version available on any other medium. These GTS, together with the applicable supplementary documents listed below, form a contract (hereinafter the “**Agreement**”) between the Supplier and the Client. This Agreement is solely constituted by the following documents, in descending order of priority:

- Any Special Conditions;
- The Data Processing Agreement (DPA);
- These General Terms of Service;
- The ordering elements, such as any purchase order or online subscription, established by the Supplier and accepted by the Client.

In case of contradiction, the higher-ranking document shall prevail. Any other document or information emanating from the Supplier (including advertising brochures, communication materials) is for informational purposes only and is non-contractual. Any condition imposed by the Client, notably general terms and conditions of purchase, shall be unenforceable in the absence of the Supplier's express acceptance. The Agreement contains all the terms and conditions between the Parties and supersedes all prior existing arrangements, conditions, NDAs, and agreements relating to the subject matter of this Agreement.

Any use of the Services, including free of charge use, implies the Client's acceptance of the Agreement. The Client undertakes to transmit the Agreement to, and ensure compliance by, all Users. The documents constituting the Agreement are communicated to and accepted by the Client upon ordering or, failing that, are made accessible to the Client by any other means.

The Supplier reserves the right, as a matter of law and at any time, to modify the terms of the Agreement, notably depending on technological and/or legislative changes. Any modification shall apply from the date of its publication on the Website and shall be subject to notification to the Client by any means. When the modifications are unfavorable to the Client, the Client shall have 30 calendar days from the date of publication of these modifications on the Website to terminate the Agreement automatically and without charge, by sending notification to the Supplier by registered letter with acknowledgment of receipt (RAR). Beyond this period, the Client shall be deemed to have accepted the modifications. However, when these modifications are required by law, regulation, and/or administration, the Client may not claim termination. The modified terms shall apply to Services previously subscribed to by the Client and still in progress, in order to ensure a consistent contractual whole for all the Services.

## 2. ACCESS - ACCOUNT

### 2.1. Prerequisites

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3 avenue Antoine Pinay, P.A.  
des 4 vents, 59510 HEM

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**2.1.1.** The use of the Software is linked to an email service. The Software is notably compatible with Microsoft 365 and Google Workspace email services. If the Client operates in another environment, after discussion with the Supplier, several tests must be performed, at the Client's expense and under its responsibility, in order to verify compatibility with the Software.

The installation of add-ins or additional software may also be necessary. In this context, such installations shall be at the Client's expense and under its responsibility.

**2.1.2.** In all cases, the Client shall be solely responsible, at its exclusive expense, for the acquisition, setup, maintenance, and connection, as well as the security, of the various equipment, configuration elements, and telecommunications means, including Internet connection, necessary for accessing the Services. The Client remains solely responsible for its own access methods, their quality, and their security. The Client undertakes to configure and parameterize the Software, and specifically to meet the requirements set out in 2.1.1, by itself, under its sole responsibility, in accordance with the indications provided in the documentation made available and according to the recommendations of the Supplier's support. Depending on the case, the Supplier may offer services related to configuration.

## **2.2. Access**

To access and use the Services, the Client, including its Users, must have an internet connection and a browser of its choice. The Supplier recommends using the Software via the Google Chrome browser.

To benefit from the Services, it is necessary to create an Account on the Website. The Client declares and warrants that it has the necessary power and capacity to proceed with any Account creation, any order, and to accept the Agreement without reservation. The Client undertakes (and guarantees compliance by its Users) to keep its login ID and password confidential for connecting to the Account. The Supplier shall not be held liable, except in the event of duly proven fault on its part, for the consequences that may result from any disclosure, even accidental, of these authentication means to a third party. In case of suspicion of any unauthorized use of the Account, the Client shall immediately notify the Supplier at: [hello@signitic.com](mailto:hello@signitic.com).

Any behavior and/or actions by the Client, including its Users, likely to jeopardize the security and/or normal functioning of the Services, as well as any proven suspicion of fraud, may lead to an automatic suspension of the Services by the Supplier without notice or prior notification. The Supplier also reserves the right to access the Account in supervision mode by accredited personnel, particularly in the event of suspicious Account creation.

In the context of Account creation and use of the Services, the Client undertakes notably to:

- Communicate accurate information during registration, when placing any order, and throughout its commercial relationship with the Supplier. In case of error or omission, whether voluntary or involuntary, the Supplier cannot be held responsible, notably for invoicing errors, delays, or lack of delivery/access. In case of modifications to the information transmitted, the Client undertakes to inform the Supplier without delay and to send any updates;
- Before any use of the Services, perform a backup of its Content on one or more reliable media. The Client undertakes to perform any periodic backup by itself and under its sole responsibility during the use of the Services;
- Organize, through the Administrator and under its sole responsibility, the proper management, including access rights, of its Users.

## **2.3. Administrator**

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In the context of using the Services, the Client designates one or more Administrators from among its Users who are responsible for managing the Client's account.

From the Account, the Administrator is responsible for the parameterization and configuration of the Services, notably connecting the Client's messaging data to the Service to enable the loading of User data.

The Administrator ensures that the Account information remains up-to-date, complete, accurate, and truthful. The Client, through the Administrator, is the sole and unique party responsible for the veracity of the information communicated and any potential disputes arising therefrom. The Client is responsible for modifying the Administrator and User profiles, particularly in the event of a collaborator's departure.

### 3. SERVICES

#### 3.1. Description of the Services

The main Service allows the Client to manage Users' email signatures online and via an Internet browser. It allows notably to:

- Automate the management of email signatures via the Account created by the Client;
- Create email signatures;
- Insert communication banners below the signatures;
- Apply a signature and banner within the Users' email settings.

The Supplier may also offer ancillary services such as providing an electronic business card service.

**3.2. Subscription and Term.** Access to the Software is subject to subscribing to a Subscription, composed of a certain number of Licenses. The Subscription begins on the validation date for a maximum term set in the quote and automatically renews upon its Expiration Date for successive periods of the same duration as indicated in the annual quote, unless terminated by one or the other Party under the conditions of Article 6.

The Subscription may expire (hereinafter the "**Expiration Date**") in one of two cases:

1. Upon expiration of the term fixed in the quote starting from the initial subscription date or the last expiration; or
2. Upon the date the subscribed number of Licenses is exceeded, if the Client no longer has any Licenses before the anniversary date.

**3.3. Delivery.** The elements composing the Subscription, notably the Licenses and any options, are delivered on the day the Supplier receives the full payment of the price by the Client, unless otherwise agreed in writing between the Parties at the time of ordering.

For any ancillary services, the delivery time will be agreed upon between the Parties. Any eventual deliverable will only be definitively transmitted to the Client upon the Supplier's receipt of the full payment of the price, unless otherwise agreed in writing between the Parties at the time of ordering.

**3.4. Support.** If needed, support is available via chat or email ([hello@signitic.com](mailto:hello@signitic.com)) during the Supplier's business days and hours (Monday to Friday, 9 am to 12 pm and 2 pm to 5 pm, Paris time, excluding French public holidays), to advise and assist Users should any technical difficulties arise within the scope of the Services. Except for Special Conditions, the Supplier gives no guarantee as to the intervention time or resolution time for incidents within the scope of support.

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Upon the Client's request, the Supplier may offer training on the Service functionalities, under financial conditions to be determined.

**3.5. Modification.** The Supplier reserves the right to modify its Services and offer new ones, particularly in response to technological and/or legislative changes. All modifications made will be brought to the Client's attention by any means. When modifications are likely to substantially degrade the Services currently in use, the Client shall have 30 calendar days from the effective date of the modifications to terminate the Services concerned without charge, by sending notification by registered letter with acknowledgment of receipt. Beyond the allotted period, the Client shall be deemed to have accepted the modifications. However, when these modifications are required by law, regulation, and/or administration, the Client may not claim termination.

#### **4. BETA TEST**

When the Supplier makes available software, features, or any other component in a Beta version, the following stipulations shall apply:

The Supplier may, at its sole discretion, offer any willing Client the opportunity to test Beta version elements free of charge, in order to identify any potential malfunctions.

In this regard, the Client undertakes: (i) to use the Beta version elements solely for testing and improvement purposes; (ii) not to allow anyone other than its Users to use them; (iii) not to disclose any information relating to the Beta versions. This information is confidential and constitutes, as such, trade secrets; (iv) to communicate its reactions and suggestions to the Supplier following its use, without intent to harm. All comments, ideas, and more generally all feedback from the Client, including Users, in the context of the Beta versions shall be the exclusive property of the Supplier; (v) not to publish or make accessible by any means its comments to the public without the Supplier's prior authorization; (vi) to maintain a complete backup of its system and data before using the Beta versions.

The terms of access and characteristics of the Beta versions are freely defined by the Supplier, who may modify them at any time. The Supplier may temporarily or permanently limit, suspend, or interrupt access to and maintenance of the Beta versions at any time and shall inform the Client by any means.

The Client accepts that the Beta versions may include known or unknown bugs and that data synchronized by the Client may be erased or reset at any time and that, depending on the case, the Beta versions may damage the Client's equipment. The Client shall bear solely the consequences and risks of any nature whatsoever arising from the use of the Beta versions by its Users.

Given these warnings, by accessing the Beta versions, the Client (and any User) acts knowingly, the Supplier's sole obligation being to inform the Client about the risks associated with the use of the Beta version.

#### **5. ORDER - PRICE**

**5.1. Order.** The Client may place an order from the online store or using a purchase order issued by the Supplier. The Client acknowledges having reviewed the characteristics, constraints, notably technical constraints, and functional limits of the Service and its specificities. It acknowledges having verified the suitability of the Services for its needs and having received all necessary information and advice from the Supplier to subscribe, knowingly.

After online validation of the order by the Client or receipt of the written acceptance of the order, a confirmation and validation message for the order is sent to the Client's email address. However, to prevent fraud risks, a delay may occur. The Supplier does not directly store credit card numbers or IBANs. The Supplier and its partner may carry out a number of controls that may require investigation into the origin and nature of a transaction.

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The Supplier may be led to request additional information from the Client. The latter undertakes to provide answers as soon as possible. The Supplier also reserves the right to refuse an order from a Client who has not fully or partially paid a previous order or with whom a payment dispute is ongoing.

Orders are deemed firm upon receipt by the Supplier of the Client's order, subject to the Supplier confirming it by validating the order. Orders are no longer subject to modification or cancellation after this date, unless otherwise agreed in writing between the Parties. Only when the Client meets the conditions of the Consumer Code (Code de la consommation), does it have a withdrawal period of 15 clear days from the Supplier's confirmation of the order being taken into account. However, as soon as the Client uses the ordered Service(s) before the end of the 15 clear-day period, or in the case of a domain name order, the Client loses the possibility of exercising its right of withdrawal in accordance with the Consumer Code.

**5.2. Price.** The price applicable for a License is the one in effect on the day of invoicing. Upon renewal, the price may be subject to an automatic adjustment based on the usage of the Licenses during the last elapsed Subscription Period. The minimum monthly consumption must be equal to the number of Licenses agreed upon in the purchase order: the Client cannot under-consume for several months and compensate this over the total duration of the Period. Unless otherwise agreed between the Parties, the applied price, which cannot be lower than that of the previous period, will be established based on the greater number of licenses used between: (i) the annual average of Licenses used during the previous Subscription Period ("MA"), with a minimum being the number of Licenses initially subscribed in the purchase order ("E") and (ii) the average of Licenses used during the last 3 months of said Period ("M3M"). Thus, if the Client reaches its committed annual volume ( $E \times 12$  months) before the initial end of the Period, the Subscription renewal will be triggered as soon as the month the commitment is exceeded, in accordance with Article 3.2.

*Example 1: The Client has an initial commitment ("E") subscription of 150 licenses/month, representing an annual ceiling of 1,800 Licenses. Consumption proceeds as follows:*

Month	Licenses consumed	Annual Cumulative
Jan	150	150
Feb	150	300
Mar	150	450
Apr	150	600
May	150	750
Jun	150	900
Jul	200	1,100
Aug	300	1,400
Sep	450	1,850

*In September, the cumulative Licenses reached 1,850, thus exceeding the annual ceiling (1,800), and the renewal is therefore anticipated to the date the annual commitment ("E") is exceeded. To determine the commitment "E" for the renewal, the previously indicated formula is used:*

- $MA = (150 \times 6 + 200 + 300 + 450) / 12 = 1850 / 12 = 154.17$  (rounded up to 155)

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- $M3M = (200 + 300 + 450) / 3 = 316.667$ , rounded up to 317

Since the Average of the last 3 months is greater than the Annual Average, the number of licenses retained to determine the annual price applicable to the renewal of the Subscription is based on the Average number of Licenses over the last three months, i.e., a price for 317 Licenses.

*Example 2: If the Subscription started on January 1st, with an annual commitment of 120 annual licenses, and an average usage of 112 licenses each month by the Client until December, totaling 1344 Licenses over the duration of the Subscription, then the renewal price calculation will be as follows:*

- Annual Average (MA): 112
- Commitment (E): 120

The Commitment being greater than the Annual Average, the number of licenses retained to determine the annual price applicable to the renewal of the Subscription is based on the Commitment number, i.e., a price for 120 Licenses.

The price is indicated exclusive of tax (HT), and the applicable VAT must be added. The Services are payable upon order, unless otherwise stated in writing at the time of order.

Payment is made directly online on the Website by communicating the credit card number (secure SSL mode), or any other payment method possible on the day of the order. The Client undertakes to pay all sums invoiced for its orders and guarantees to the Supplier that it has the necessary rights or authorizations to use the payment method concerned. Late payment of more than 4 calendar days may result in a suspension of access to the Services.

By communicating its bank information, the Client authorizes the Supplier to debit its card or bank account for the amount relating to the Services. At each Expiration Date, the debit of the amount due for the Services will be carried out automatically using the latest known bank details, which the Client expressly accepts. The Client undertakes to ensure that its bank details remain valid to allow payment on time. In the event of a refusal of credit card payment authorization or direct debit by accredited organizations, or in the event of non-payment, the Supplier reserves the right to suspend or cancel the order. In accordance with the Monetary and Financial Code, the commitment to pay by card is irrevocable.

**5.3 Invoicing.** Invoices are available and downloadable on the Account. Any dispute concerning an invoice must be expressed by registered letter with acknowledgment of receipt (RAR) or email sent within fifteen (15) days from the date of the invoice (or pro forma invoice). In the absence of contestation, under the conditions previously mentioned, the Client shall be deemed to have accepted the invoice. In the event of delay or total or partial non-payment by the Client, a lump sum indemnity for recovery costs of 40 euros per invoice shall apply automatically, as well as the automatic application of late payment penalties with an interest rate equal to three (3) times the legal interest rate, payable the day following the invoice due date. If higher recovery costs have been incurred by the Supplier, the Supplier reserves the right to invoice them to the Client; the amount due will then be determined by the supporting documents provided by the Supplier. No discount will be granted for early payment.

**5.4. Modification.** The Supplier reserves the right, at any time, to modify the prices. Any price modification shall apply to any new order. However, when price modifications are upward and apply to Services currently in use (excluding price adjustments as referred to in Article 5.2.), the Client will be informed at least 30 calendar days before the new tariffs take effect, by any means, notably by notification within the Software or email. From the date of this information, the Client shall have a maximum of one month to terminate the Service(s) concerned without charge, by registered letter with acknowledgment of receipt. Termination without charge means the right

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for the Client to request a refund of sums already paid, pro rata temporis for the remaining days of the Services thus terminated.

Beyond this period, the Client shall be deemed to have accepted the modifications. However, the Supplier reserves the right to pass on, without notice, any new regulatory, administrative, or fiscal tax or any increase in said taxes, without the possibility of termination for the Client, provided that the Supplier has no control over them.

## 6. TERMINATION

**6.1. Principle.** Either Party may deactivate the automatic renewal of the Subscription. For this deactivation to be taken into account at the end of the current Subscription period, the Party wishing to deactivate the renewal must send its decision to the other Party, by registered letter, to the registered office of the other Party, before the Client has consumed more than 75% of the available Licenses, and no later than ninety (90) days from the Expiration Date, the date of first presentation of the letter serving as proof.

For Clients subject to payment by credit card or direct debit, the deactivation of the automatic Subscription renewal is available via the Administrator's Account.

When the Client or the Supplier requests the deactivation of the Subscription renewal within the allotted timeframe, the Subscription continues until the end of the current period and is not renewed. Consequently, at the end of the Services concerned, the Client and its Users lose the benefit of the Services concerned, as well as, where applicable, access to the Software.

In the event of partial or total non-use of the Services, no refund shall be processed or accepted.

**6.2. Termination for Breach.** Unless the Agreement stipulates otherwise, in the event of a Party's failure to comply with its obligations that is not remedied within a period of 15 days from the sending of an email addressed to the defaulting Party notifying the breaches in question, or from the sending of a registered letter with acknowledgment of receipt (RAR), the Agreement may be terminated automatically by the injured Party, without prejudice to any eventual damages and interest and remaining sums due that may be claimed from the defaulting Party. However, the Supplier may terminate the Agreement automatically, without prior notice or formal demand, in the event of non-compliance with legislation and regulations, as well as in the event of behavior and/or actions by the Client likely to jeopardize the security and/or normal functioning of the Services. Termination due to the Client's fault entails the immediate payment of the sums due.

**6.3. Service Reversibility.** Upon expiration or termination of the Agreement, unless otherwise agreed with the Client, all data used and/or operated by the Client within the scope of the Services, including its Content and personal data, shall be destroyed within 30 calendar days, unless the law applicable to the Agreement requires their retention or retention of such data is necessary for the defense of the Supplier's rights. The Client must, in all cases, take the precaution of backing up all its data, including Content, that it wishes to keep before the end of its access to the Services. The Supplier's support is available to facilitate this backup by guiding the Client but does not perform any data recovery or migration services for the Client's data, unless otherwise agreed by the Parties and subject to additional invoicing.

In parallel, the Client must proceed by itself with the uninstallation, disconnection, and/or removal of any element necessary for the use of the Services (notably add-ins, APIs, etc.).

## 7. OBLIGATIONS OF THE PARTIES

**7.1 Client Obligations.** Without prejudice to the other obligations provided for in the Agreement,

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(a) The Client (who guarantees compliance with the obligations by its Users) is responsible for the execution of its obligations under the Agreement. In this respect, it undertakes notably to use the Software and the Services more generally, in accordance with their purpose, to comply with the instructions given by the Supplier in its documentation, as well as all advice and recommendations communicated by the support team.

The Client is responsible for the elements, data, information, including Content, that it uses, generates, or hosts within the scope of the Services and more generally is responsible for its use of the Services. In this respect, the Client declares and guarantees to the Supplier that it holds the necessary rights and/or all authorizations for their use and communication within the scope of the Services.

(b) The Client is also solely responsible for the use of third-party services, and notably concerning the use of the email service. As the Supplier is not a party to this contractual relationship, it cannot be held responsible for any potential dispute with these third parties concerning notably availability, warranties, declarations, and any other obligations to which these third parties are bound.

(c) When using the Services, the Client must comply with the legal and regulatory provisions applicable to it and must not infringe upon the rights of third parties or public order. Non-compliance with laws and regulations may result in an automatic suspension of the Services by the Supplier without notice or prior notification. The Supplier formally prohibits the use of the Services for the exercise of an illegal or illicit activity.

(d) The Client undertakes to perform a regular backup of the Content and all data, files, and information to which the Supplier may have access within the scope of the Agreement.

(e) The Client is prohibited from allowing any confusion to appear between itself and the Supplier. More generally, the Supplier makes no contractual commitment towards third parties. The Client is solely responsible for the contractual relationships it may maintain with third parties (prospects, clients, partners, suppliers, employees, etc.). It indemnifies the Supplier against any claims, demands, or actions by third parties that may implicate the Supplier.

The Client guarantees against all complaints, claims, actions, and/or demands that the Supplier may suffer due to the Client's breach of its obligations, notably (i) in case of fraudulent use of the Services or use non-compliant with applicable laws, regulations, and other rules; (ii) in case of infringement of third-party rights. In this respect, the Client undertakes to intervene and compensate the Supplier for any damage it may suffer and to pay all costs, charges, including reasonable fees of the Supplier's counsel and/or judgments, damages, and interests, including by way of settlement agreement, that it may have to bear as a result.

## 7.2 Supplier Obligations

(a) The Supplier undertakes to make its best efforts to deliver the Services in accordance with the Agreement. Within the scope of the Services, the Supplier performs its obligations with diligence according to the rules of art commonly used in its profession. The Supplier is only bound by an obligation of means.

(b) Within the limits of applicable legal rules, the Supplier is subject to an obligation of advice and information towards the Client and, in this regard, makes available to the Client the relevant technical and commercial documentation. In this context, the Supplier in no way guarantees that the Services meet the specific specifications or needs of the Client. Unless the Agreement stipulates otherwise, the Supplier makes no express or implied warranty regarding the Services. The Supplier does not guarantee that the Software and its Applications are capable of meeting performance requirements and/or that they operate without interruption or bugs.

(c) The Supplier undertakes to comply with the applicable laws and regulations to which it is subject within the scope of its activities, and not to infringe upon the rights of third parties or public order. The Supplier employs and

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remunerates its personnel in accordance with its tax and social obligations. The Supplier's personnel remain under the exclusive hierarchical authority of the Supplier, which ensures all its obligations and rights attached to its status as an employer. The Supplier is not required to assume the Client's legal and administrative obligations, including those relating to the Services provided under the Agreement. It is therefore up to the Client to ensure compliance with the laws and regulations concerning it, without being able to seek the Supplier's liability.

(d) The Supplier exclusively performs corrective and evolutionary maintenance of the Software. Therefore, the Client is prohibited from interfering with the Software or having a third party interfere with it. The Supplier may at any time modify, supplement, or delete Software features to the extent that this does not substantially harm its purpose. Software updates are performed automatically, without any intervention from the Client being necessary. The Client waives any previous version of the Software. The Agreement does not confer upon the Client any right to demand evolutionary updates or new versions brought to the Software.

(e) The Supplier endeavors, as far as possible, to maintain the permanence, quality, and continuity of the Services. Nevertheless, for maintenance reasons or for any other reason beyond the Supplier's control, the Services, including Software functionalities, may be temporarily interrupted. As far as possible, interruptions will be communicated to the Client by any means. Except for Special Conditions, the Supplier gives no guarantee as to the intervention time and resolution time for anomalies within the scope of corrective maintenance.

## 8. INTELLECTUAL AND INDUSTRIAL PROPERTY

**8.1. Retention of Client's Rights.** The Client retains ownership and all intellectual and industrial property rights and any other property in its Content. This may include notably its text content, images, company name and logo, trademarks, and more generally any other property right belonging to it or for which it holds the authorization.

**8.2. Retention of Supplier's Rights and Client's Usage Rights.** The Software, the Website, as well as their content (excluding the Content), including images, sounds, texts or other information, templates, models available within the Services, and any other technology made available within the scope of the Services, as well as documentation, names, logos, slogans used by the Supplier, are the exclusive property of the Supplier or its eventual licensors. The Supplier and its eventual licensors retain ownership and all property rights attached thereto, notably intellectual and industrial property rights, including designs and models, copyright, patents, trademarks, and more generally any other property right. For the entire duration of the evaluation period and the entire duration of the Subscription concerned,

The Supplier grants the Client and its Users a single non-exclusive and non-transferable right to use the Software and the Services. The Client is prohibited from distributing, assigning, leasing, sub-licensing, giving, or distributing all or part of the Software to a third party, in any manner whatsoever. This right of use does not include the right to collect or use information contained on the Website or via the Services for purposes prohibited by the Supplier, to compete with the Supplier, or to create derivative works based on any result obtained with the Services. The Client is prohibited from translating, adapting, assembling, disassembling, compiling, decompiling, arranging, or modifying the Software and/or any of its components, exporting it, or merging it with other software, outside of cases provided for by French law. The Client is prohibited from using any equipment, device, software, or other means to circumvent or remove any restrictions on use or to activate functionalities. Any contrary use of the Software and the Services in relation to their intended purpose (for which they were designed) is strictly prohibited. The Client undertakes to respect the proprietary notices appearing on the Software, notably on the media, images, models, or documentation, and more generally on any technology made available. This is notably the case for certain contents such as images which may be subject to third-party conditions (licenses) that the Client undertakes to respect. The Client is prohibited, in particular, from publishing, retransmitting, reproducing, or any other use of the images, templates, and models for purposes other than those involving the use of the Software. For this purpose, it is prohibited to retrieve the images/photos, including models and templates, provided by the Supplier within the scope of the Services, in order to save them as a raw file, on any medium whatsoever.

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## 9. CONFIDENTIALITY

Within the scope of the Services, the Parties may communicate Confidential Information to each other. However, the following shall not be considered Confidential Information: (i) the commercial references of each of the Parties concerned by Article 13; (ii) as well as information that:

- has entered the public domain prior to the date of disclosure or communication or which will fall into the public domain after their communication and/or disclosure without the cause being attributable to the disclosing Party;
- can be demonstrated to have already been known to the Party before its transmission;
- was received lawfully from a third party, without breach of the Agreement.

Subject to the following, each Party undertakes to maintain the confidentiality of all or part of the Confidential Information received. It is specified that the Client accepts that the Supplier may use anonymized data of Service usage for the purpose of producing statistics, which may be communicated to third parties.

Nevertheless, each Party is authorized to disclose any Confidential Information in the following cases: (i) for the purposes of the execution of the Agreement, notably to their personnel (as well as the personnel of their Group companies, if applicable), subcontractors, and contributors, within the scope of their respective authorizations; (ii) pursuant to a legal or regulatory provision; (iii) to respond to requests for communication from judicial and/or administrative authorities; and/or (iv) to protect their rights and/or properties or those of any other third party; (v) in case of prior written agreement or request from the other Party.

The Parties undertake to protect the Confidential Information by appropriate measures and to treat it with a degree of caution at least equivalent to that applied to their own Confidential Information.

This confidentiality obligation shall apply throughout the duration of the Agreement and shall continue for a period of two (2) years from the cessation of the Agreement for any reason whatsoever.

## 10. PERSONAL DATA

Within the scope of the Agreement, personal data are likely to be collected, processed, stored, and used, notably professional identification and contact data. The Parties undertake to comply with the current regulations applicable to the processing of personal data, notably the GDPR, as well as any other applicable regulation in this matter that may subsequently be added or substituted, which applies to them in their capacity as:

- Independent Data Controllers for processing related to the personal data of the other Party's collaborators and Users for the purpose of managing their business relationship with each other;
- Independent Data Controller for the Client insofar as it determines the purposes and means of the processing described in the DPA;
- Data Processor for the Supplier insofar as it ensures, on behalf of the Client and in accordance with its documented instructions, the implementation of the processing described in the DPA. In this case, the Parties agree to comply with the DPA, an annex to the General Terms and Conditions of Service forming an integral part of the Agreement.

In the context of their respective independent responsibilities, each of the Parties informs the other Party that processing of personal data relating to its Users and collaborators may be implemented by the other Party. The Supplier informs the Client through its Personal Data Protection Policy, available on its Website.

The collaborators of each Party and the Users have a right of access, rectification, and erasure of data, as well as a right to restriction of processing. A right to object may be exercised, at any time, for reasons relating to the particular situation of the data subject, subject to legitimate and compelling grounds requiring the continuation of

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the processing by the Data Controller concerned. Concerning the processing carried out by the Supplier, these rights may be exercised by mail to the Supplier's registered office or by email: [rgpd@signitic.com](mailto:rgpd@signitic.com)

## 11. LIABILITY

**11.1. Principle.** Without prejudice to the following, each Party assumes responsibility for the consequences resulting from its act that causes damage to the other Party. However, the Party whose breach of its obligations causes damage to the other shall only be liable for the compensation of direct and foreseeable damages related to the breach and proven by the other Party. Thus, neither Party may be held responsible for indirect damages suffered by the other Party, or by any third party in relation to it, and notably damages resulting from a loss of profits, a loss of opportunity, a loss of operations, a loss of earnings, a deprivation of use, the cost of obtaining a substitute product, service, or technology.

**11.2. Exclusions and Limitation.** In this context, the Parties agree that the Supplier cannot under any circumstances be held responsible, notably:

- (a) in case of damage resulting from the Client's non-compliance with the Agreement;
- (b) in case of the Client's non-compliance with the prerequisites necessary for the Services;
- (c) in case of damage resulting partially or totally from non-compliant, malicious, and/or abnormal use by the Client (including User) of the Services, including through negligence, errors, failure, and/or non-compliance with the advice and recommendations given;
- (d) in case of inadequacy of the Services to the Client's needs, despite the Supplier's fulfillment of its duty to advise;
- (e) in case of damage related to fraudulent intrusion or maintenance of a third party in the system, or illicit data extraction, despite the implementation of security measures compliant with current technical data, the Supplier only bearing an obligation of means with regard to known security techniques;
- (f) in case of damage resulting from security incidents related to Internet use, notably in case of loss, alteration, destruction, disclosure, or unauthorized access to the Client's data or information on or from the Internet network;
- (g) in case of damage related to a loss or deterioration of the Content and all data, files, information to which the Supplier may have access within the scope of the Agreement, insofar as the Client remains responsible for the proper execution of its backups;
- (h) in case of damage not resulting exclusively and directly from the Supplier's failure, notably failure including by action, omission, or negligence of any third party (excluding the Supplier's subcontractor): Internet access providers, email service providers, etc.;
- (i) in case of Service suspension in the cases provided for in the Agreement;
- (j) in case of modifications to the Services under the conditions provided for in the Agreement;
- (k) in case of Force Majeure according to Article 12.

In any event, except in case of bodily injury, fraud, or gross negligence established by a decision of a competent court and not subject to appeal, the Supplier's financial liability shall be limited to the amount of sums actually paid by the Client to the Supplier during the 12 months preceding the event causing the damage, all causes of prejudice combined.

**11.3 Insurance.** Each of the Parties declares to be insured, notably for professional civil liability, with a company of known solvency and to maintain up-to-date insurance policies, to cover, without prejudice to the stipulations above, damages caused to the other Party consecutive to the execution or non-execution of the Agreement. Each Party undertakes to provide the other Party, upon first request, with the corresponding supporting documents.

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## 12. FORCE MAJEURE

Neither Party shall be held liable for the absence or a delay in the execution of all or part of its obligations due to a Force Majeure event, if it meets the legal and jurisprudential conditions required to qualify Force Majeure under French law.

Furthermore, by express agreement, the following may be considered cases of Force Majeure: events of interruption, breakdown, or sabotage of communication means, pandemic, fire, flood, exceptional weather conditions, damages, riots, war, total or partial strike.

The case of Force Majeure suspends the obligations of each of the Parties for the entire duration of its existence. However, if the case of Force Majeure lasts for more than thirty (30) consecutive days, it shall give the Supplier or the Client the right to automatically terminate the services eight (8) days after sending a registered letter with acknowledgment of receipt notifying this decision.

## 13. PUBLICITY

The Supplier is authorized to mention the Client's company name and corresponding logos as a commercial reference, as well as, where applicable, the services performed on behalf of the Client for illustration or presentation purposes of the Supplier's achievements on any communication medium. These mentions are granted free of charge and shall not be subject to any compensation or remuneration whatsoever. The Client may terminate this authorization at any time upon written request to the address: [hello@signitic.com](mailto:hello@signitic.com).

## 14. ASSIGNMENT - SUBCONTRACTING

**14.1 Assignment.** The Supplier may freely transfer the Agreement as well as the rights and obligations arising therefrom to a third party. In the event of a transfer, the Client accepts in advance that the Supplier shall be released from any obligation towards it arising from the execution of said Agreement. Any Account assignment is prohibited without the express and prior authorization of the Supplier. The following are not considered Account assignments: (i) changes in shareholding, changes in participation, and changes in control of the Client; (ii) operations such as mergers, acquisitions, transfers of business assets, transfers of activity, and other operations resulting in a transfer of the Client's patrimony. If the Client proceeds with one of the operations mentioned above, it shall inform the Supplier as soon as possible.

**14.2 Subcontracting.** In the scope of its activities, subject to the provisions set out in the DPA, the Supplier may freely use subcontractors. In this case, the Supplier remains the sole point of contact and solely responsible towards the Client under the conditions and subject to the reservations provided for in the Agreement.

## 15. GENERAL PROVISIONS

**15.1 Independence of the Parties.** The Parties expressly declare that they are and shall remain independent commercial and professional partners. As such, neither Party is authorized to make commitments in the name and/or on behalf of the other Party.

**15.2 Evidence.** The computerized records kept in the information systems (notably logs, purchase order, online validation, License counts, etc.) of the Supplier or its partners under reasonable security conditions, shall be considered evidence of the communications, consumption, orders, and payments made between the Parties.

**15.3 Severability.** In the event that a clause of the Agreement is declared invalid or unenforceable, said clause shall be severed, and the remaining parts of the Agreement shall remain in full force and effect.

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**15.4 Waivers.** Any tolerance or waiver by one of the Parties to assert any right shall not constitute a modification of the Agreement, nor generate a waiver of any right for the future.

**15.5 Headings.** The headings appearing in the Agreement are for convenience only. In case of contradiction between the heading and the body of an article, the body of the article shall prevail.

**15.6 Translation.** In case of divergence in interpretation between the language versions, the French version of the Agreement shall prevail.

## 16. GOVERNING LAW - JURISDICTION

The Agreement is governed by French law. In the absence of an amicable agreement, all disputes relating to the validity, interpretation, execution, or termination of the Agreement that may arise shall be submitted to the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Douai, even in the event of incidental claim, third-party proceedings, or multiple defendants.

## 17. DEFINITIONS

**Subscription:** means the right to access and use the Services, whether free of charge or in exchange for the payment of a defined sum.

**Administrator:** means the User(s) designated by the Client to utilize the features of the Software in accordance with the Client's needs, whose email address and identity are provided at the time of Account opening (via a login ID and password).

**SC or Special Conditions:** refers to a written agreement negotiated and signed between the Parties.

**Client:** Refers to any person, whether natural or legal, who subscribes to the Supplier's Services, whether free of charge or for consideration.

**Account:** refers to the unique interface allowing the Client via its Administrator to automate the management of email signatures.

**Content:** refers to any element (images, text content, etc.) that the Client, including User, inserts or causes to be inserted into the Software and more generally, within the scope of the Services.

**DPA:** refers to the Data Processing Agreement, annex to the GTS.

**Supplier:** refers to the simplified joint stock company SIGILIUM Sise 3 avenue Antoine Pinay, P.A. des 4 vents, 59510 HEM - RCS LILLE MÉTROPOLE 809 637 382.

**Confidential Information:** refers to any non-public information of any nature whatsoever, in any form whatsoever, stated as confidential or not, exchanged between the Parties, in any manner whatsoever, notably any technical, commercial, marketing, and financial information, algorithms, internal documents, etc.

**License:** refers to the right to an email signature for a designated User, automatically updated via the Service.

**Software:** refers to the software enabling access to the Services, as well as all subsequent updates.

**GDPR:** refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018.

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**User:** refers to any person placed under the responsibility of the Client (employees, subcontractors, or more generally any person accessing the Services in the name or through the Client) and benefiting from the Services.

**Service(s):** refers to the services delivered by the Supplier in the context of access to and use of the Software, as well as any associated service, pursuant to the Agreement.

**Website:** refers to the website [sigilium.com](https://sigilium.com) and spring.signitic.com and any associated subdomain, notably the subdomains signitic.app, signitic.fr, signitic.io, signitic.email, signitic.cards.

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This Data Processing Agreement (“DPA”) is an annex to the General Terms and Conditions and forms an integral part of the Agreement applicable between **SIGILIUM SAS** (hereinafter the “Supplier”) and **the Client**. In case of contradiction between the General Terms and Conditions and the DPA, the latter shall prevail.

## 1. Scope and Capacity of the Parties

The purpose of this DPA is to define the conditions under which the Supplier, acting as Data Processor, undertakes to carry out, on behalf of and upon the instructions of the Client, the Personal Data Processing operations related to the Services, and to define the obligations and rights of the Supplier and the Client. This Agreement does not apply when the Supplier acts as Data Controller. This agreement terminates and replaces all prior conditions and contracts between the Parties having the same object.

In the context of this DPA, the Client is presumed to act as Data Controller. In the event that the Client acts on behalf of a third-party Data Controller, in the capacity of Data Processor, it guarantees:

- That it has all the necessary authorizations to conclude this DPA and for the Processing of Personal Data by the Supplier as a Sub-processor;
- That the contract established with the Data Controller concerned complies with the terms of the Agreement;
- That the instructions given by the Client in the context of the execution of this DPA strictly comply with the instructions of the Data Controller and undertakes to provide the information communicated by the Supplier, when required by the GDPR.

The Client remains solely responsible before the Supplier for the proper execution of the Data Controller's obligations in accordance with this DPA.

The Parties undertake to comply with the provisions imposed by the GDPR, and more generally with the regulations applicable to them regarding personal data protection.

## 2. Definitions

In the context of the DPA, terms beginning with a capital letter shall have the meaning set out below. Where a capitalized term is not defined in this list, the definition is that specified within the Agreement. The definitions of the terms “Data Controller,” “Data Processor,” “Sub-processors,” “Processing,” “Supervisory Authority,” and “Personal Data Breach” are those determined by the GDPR.

**Personal Data or Data:** means any information relating to an identified or identifiable natural person; an “identifiable natural person” is deemed to be a natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more elements specific to them, which the Supplier processes on behalf of the Client in order to provide the Services provided for in the Agreement.

**Data Subject:** means a natural person whose Personal Data is processed.

**GDPR:** refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## 3. Description of Processing Operations

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The Supplier is authorized to process on behalf of the Client the Personal Data necessary to provide the Services provided for in the Agreement, according to the following description:

1. Types of Personal Data: Identification data, browsing data, connection data
2. Categories of Data Subjects: Collaborators of the Data Controller and their contacts
3. Object and Nature of Processing: The object of the Processing of Personal Data by the Supplier is the provision of the Services to the Client which involves the Processing of Personal Data. This is notably the case for the personalized email signature service, the organization of targeted campaigns based on users, and the hosting of digital business cards. The nature of the Processing involves the collection, extraction, recording, organization, retention, modification, consultation, use, communication by transmission, structuring, interconnection, destruction, and erasure of Personal Data. Personal Data is subject to the Processing activities as specified in the Agreement.
4. Duration of Processing: Processing activities are carried out for the duration provided for in the Agreement.

#### **4. Client Obligations**

The Client undertakes to:

1. Ensure that the Services it subscribes to from the Supplier have the required characteristics and conditions for the intended Processing. In this respect, the information made available to the Client is notably intended to allow it to assess the compliance of these measures in relation to the intended Processing;
2. Collect, under its responsibility, the Personal Data provided to the Supplier for the execution of the Services lawfully, fairly, and transparently. It shall notably verify the legal basis for this collection as well as compliance with the provisions relating to the information of Data Subjects, for which it remains responsible;
3. Provide the Supplier with the Personal Data necessary for the execution of the Services, excluding any irrelevant, disproportionate, or unnecessary Personal Data, and excluding any "special" Data within the meaning of the GDPR, notably sensitive data;
4. Document all instructions concerning the Processing of Personal Data. It is understood that the terms of use of the Services and this agreement shall constitute instruction addressed to the Supplier regarding the Processing to be implemented. Additional or derogating instructions require an agreement between the Parties. They must initially be specified in writing when ordering the Services and may, at any time, with the Supplier's prior written consent, be modified, supplemented, or replaced at the Client's request, in separate written instructions, including electronic ones;
5. Ensure, beforehand and throughout the duration of the Processing, the Supplier's compliance with the obligations provided for by the GDPR;
6. Comply with the obligations incumbent on the Data Controller under the GDPR, notably respecting the rights of Data Subjects.

#### **5. Supplier Obligations**

The Supplier undertakes to:

1. Process Personal Data under the conditions provided for in the Agreement;
2. Process Personal Data only upon documented instruction from the Client, in accordance with Article 4.4, unless the Supplier is required to do so by virtue of the law applicable to the Agreement. In this case, the Supplier shall inform the Client of this legal obligation, unless the law concerned prohibits such information for reasons of public interest. If the Supplier considers that an instruction constitutes a violation of the GDPR or any other provision of Union or Member State law relating to data protection, it shall immediately inform the Client in writing;
3. Take into account, concerning its tools, products, applications, or services, the principles of data

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protection by design and data protection by default;

4. Train and raise awareness among its personnel regarding personal data protection;
5. Maintain the confidentiality of Personal Data, not to disclose it, in any form whatsoever, except (i) for the needs of the execution of the Services, the purposes, and the Agreement; (ii) pursuant to a legal or regulatory provision; (iii) to respond to requests for communication from judicial and/or administrative authorities; (iv) with the prior consent, request, or action of the Client.

In this respect, the Supplier ensures that persons authorized to process Personal Data (personnel, partners, Sub-processors, etc.) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;

1. Maintain a record of categories of processing activities carried out on behalf of the Client, under the conditions of Article 30.2 of the GDPR;
2. Respond to any reasonable request for assistance from the Client concerning the carrying out of data protection impact assessments, and for the carrying out of prior consultation of the Supervisory Authority, insofar as the Client is required to do so under the applicable regulation/law on data protection, and if such assistance is necessary and relates to the Processing of Personal Data carried out by the Supplier.

## 6. Duration of Personal Data Retention

Upon expiration or termination of the Agreement, the Supplier undertakes to destroy or irreversibly anonymize the Personal Data under the conditions of the Agreement, unless the law applicable to the Agreement requires the retention of the Personal Data.

Depending on the Processing, Personal Data may be subject to irreversible deletion or anonymization during the term of the Agreement. This is notably the case when the Supplier makes available to the Client within the scope of its Services, features allowing it to delete and export Personal Data, or when Personal Data has a limited retention period with regard to the purpose of the Processing concerned.

## 7. Security

The Supplier implements technical and organizational measures to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized dissemination, or access to Personal Data, and this within the limits of its scope of intervention and the means under its control under the Agreement. These measures are detailed on the Supplier's website. They may be subject to change. In this case, the Supplier undertakes not to reduce the level of protection implemented and to ensure that the level of security provided to Personal Data is equivalent to or greater than that in place at the time of subscription to the Services. All modifications with a significant impact will be published on the Website and brought to the Client's attention by this means. It is the Client's responsibility to regularly verify the adequacy of the measures for the Processing of its Personal Data.

The Client, for its part, undertakes to take the necessary security measures for the protection of the Personal Data incumbent upon it within its perimeter, and notably:

1. to ensure the confidentiality of its potential API keys, login IDs, and passwords, or any means allowing it access to or use of the Services, and to use passwords that comply with best practice rules;
2. to ensure the security of the workstations, equipment, and networks from which its personnel, and any person authorized by it, access the Services;
3. by ensuring the application of patches and system updates, by having up-to-date anti-virus and firewalls or similar;
4. by favoring backups of Personal Data in adequate locations;
5. by protecting its premises, notably by having anti-intrusion systems and access controls periodically tested, differentiating local areas according to risks (e.g., computer room), granting access to personnel

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- according to operational needs and respecting the principle of least privilege;
6. to train its personnel, Users, and other authorized persons on personal data protection; etc.

## 8. Liability

The Supplier can only be held responsible for damages caused by processing for which (i) it has not complied with the obligations provided for by the GDPR, which specifically fall to Data Processors, or for which (ii) it has acted outside of the Client's lawful instructions or contrary to them. In such cases, it is specified that the stipulations referred to in the Agreement relating to the Supplier's liability apply.

## 9. Audit

The Supplier makes available on its website the main measures it implements to demonstrate compliance with its obligations. The Client may request any reasonable additional information by contacting the Supplier's services. The Client may carry out or have a mandated third party, non-competitor of the Group of which the Supplier is a part, and bound by a confidentiality obligation, carry out any verification (audit), including notably the implementation of pentests, reasonably useful for establishing the effective compliance with this DPA. In this context, the Supplier and the Client shall meet beforehand to jointly agree on the operational and security conditions for an on-site or remote technical inspection. The Client shall bear solely all costs related to the audits/inspections. In all circumstances, the audit conditions must not affect the security of the data of the Supplier's other clients and must not cause disruption to the normal functioning of the Supplier's activities.

## 10. Rights of Data Subjects

**Right to Information.** It is the Client's responsibility to inform Data Subjects about the Processing operations under the conditions provided for by the GDPR and notably its Articles 13 and 14.

**Exercise of Rights.** It is the Client's responsibility to respond to requests for the exercise of rights by Data Subjects (right of access, rectification, erasure, and objection, restriction of processing, data portability, not to be subject to an automated individual decision, etc.).

Insofar as possible, given the nature of the Processing and the information at its disposal, the Supplier undertakes towards the Client, and at the latter's request, to assist it in fulfilling its obligation to respond to requests for the exercise of rights by Data Subjects concerning the Processing, insofar as the Client does not have the information or tools via the Services. The Client remains solely responsible for the response provided and its resulting actions, to and towards the Data Subjects.

In the event of requests for the exercise of rights or complaints by Data Subjects reaching the Supplier directly, the latter undertakes to forward them to the Client as soon as possible.

## 11. Personal Data Breach

If the Supplier becomes aware of a Personal Data Breach, it shall notify the Client by email as soon as possible. The notification made to the Client shall contain at least:

- the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned by the breach and the categories and approximate number of Personal Data records concerned;
- the name and contact details of the Data Protection Officer or another point of contact where further information can be obtained;
- the likely consequences of the Personal Data Breach;
- the measures taken or proposed to be taken in response to the situation.

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## 12. Sub-processing

The Supplier may call upon other processors to carry out specific Processing activities (“Sub-processors”), which the Client accepts. The Client accepts and approves that the Supplier may use each Sub-processor listed in this list or other documents for this purpose.

The Supplier has concluded a contract with each of its Sub-processors that substantially incorporates the same obligations as those to which it is subject in accordance with the DPA. If the Sub-processor fails to fulfill its data protection obligations, the Supplier remains fully responsible before the Client.

The Supplier may be led to make any change concerning the addition or replacement of other Sub-processors. In this case, the Supplier shall notify the Client by email, at least 30 calendar days before the effective change, specifying the name, address, and role of the new Sub-processor(s). The Client may object to this change, by terminating the Service(s) concerned, no later than 30 days after the date of sending the notification informing the Client of the impending change. In the event of termination for this reason and within this period, the Client will receive a refund of the fees paid in advance but unused for the remaining period of the Service(s) concerned following the effective date of termination, the latter occurring upon receipt of the notification by the Supplier. Before proceeding with such termination, the Client may raise any objections with the Supplier. The Parties will discuss the reasonably possible alternatives to remove the Sub-processor(s) concerned by the objections. In all cases, these negotiations do not extend the termination period granted to the Client. The Supplier also has no obligation towards the Client to renounce the planned change of Sub-processor(s). If the Client does not terminate within the expected period, the Client is deemed to have given its agreement to the addition or replacement of a Sub-processor(s).

Any objection/notification of termination provided for in this Article must be sent to the following address: [rgpd@signitic.com](mailto:rgpd@signitic.com).

## 13. Data Transfers

The Client is informed and accepts that, in the context of the execution of the Services, the Supplier may transfer Personal Data to companies in its Group. These transfers are strictly necessary to provide the Services and are limited to internal administration purposes.

If, pursuant to the Agreement, Personal Data is transferred outside the European Union to a country that is not subject to an adequacy decision, an agreement compliant with the Standard Contractual Clauses or, at the Supplier's choice, any other appropriate safeguard mechanism provided for by the GDPR, shall be implemented.

## 14. Contact Details - Notification

For any questions concerning its Personal Data, the Client may contact, at its choice:

- Customer service, or
- The legal department by email: [rgpd@signitic.com](mailto:rgpd@signitic.com), or

If the Client wishes to receive any notification concerning the execution of this DPA at a specific email address, it may send its request to the email address: [rgpd@signitic.com](mailto:rgpd@signitic.com). Otherwise, any communication related to this DPA will be sent to the Client's primary contact email address known by the Supplier within the scope of the Services.

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This document describes how SIGILIUM SAS (hereinafter the “Supplier”) complies with the security principles presented by the National Cyber Security Centre (NCSC) document as well as ANSSI's SecNumCloud, including what falls under the Supplier's responsibility and what falls under the Client's responsibility.

## PROTECTION OF DATA IN TRANSIT

All data transmitted between the Supplier's services are done using powerful encryption protocols. The Supplier supports the latest recommended secure cipher suites to encrypt all traffic in transit, including the use of TLS 1.2 protocols, AES256 encryption, and SHA2 signatures, where possible.

## PROTECTION AND RESILIENCE OF ASSETS

All client data resides entirely within our AWS production environment.

The data location is eu-west-3a, eu-west-3b, and eu-west-3c in Paris (FRANCE).

The Supplier provides services in accordance with the laws applicable to it as a service provider.

Clients contract with SIGILIUM SAS, a French company.

The following categories of client data will be stored in a data center located in France:

- Files (images)
- Data (users, templates, etc.)
- Data used for analysis and measurement of service quality, e.g., logs (sanitized logs).

All client data resides entirely within our AWS production environment. Physical protections are fully ensured by AWS, which holds a wide range of security certifications and attestations for its physical security. More information on AWS data center security can be found [here](#).

By default, the Supplier protects client data as part of its fundamental security controls. The Supplier defines policies and standards requiring that media be properly sanitized once they are no longer in use.

The Supplier's hosting provider is responsible for deleting data from disks allocated for the Supplier's use before they are reused.

The Supplier's hosting providers must ensure that hardware is disposed of responsibly.

The Supplier uses the services deployed by its hosting provider to distribute production operations across three distinct physical sites. These three sites are in the same geographic region but protect the Supplier's service against loss of connectivity, electrical infrastructure, and other common failures specific to each site. Production transactions are replicated between these distinct sites to protect the availability of the Supplier's service in the event of a location-specific catastrophic event.

The Supplier also maintains a full backup copy of production data in a remote location far away from the main operating environment location. Full backups are saved to this remote location at least once per day, and

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transactions are continuously logged. The Supplier tests backups at least once per quarter to ensure they can be successfully restored. Additional physical resilience is provided by our hosting providers.

## **SEPARATION BETWEEN USERS**

The Supplier is hosted in an Amazon Web Services Virtual Private Cloud (VPC). This is a multi-tenant solution where data is logically separated. Every API call to all layers of the technology stack uses an accountID as the primary key. When a user logs in to the Supplier, credentials are verified against our user database. This ensures that all user calls are routed to the correct account. Logical separation guarantees that Clients can only access their own data and no one else's.

## **GOVERNANCE FRAMEWORK**

The Supplier's security team, led by our Technical Manager, is responsible for implementing and managing our security program. The Technical Manager is supported by members of the Supplier's security team, as well as security specialists from its parent company, who focus on security architecture, product security, corporate security operations, production security operations, and risk and compliance.

The Supplier continuously monitors, verifies, and improves the design and operational effectiveness of its security controls. These activities are regularly carried out by accredited third-party assessors and by the Supplier's internal team.

## **OPERATIONAL SECURITY**

The Github management tool is used to centrally manage the Supplier's production servers throughout their lifecycle and to ensure that basic security configurations are consistently applied across all servers.

The team will assess the risks and impact of the newly reported vulnerability on the Supplier's production environment and determine the appropriate remediation strategies accordingly, in line with the Supplier's vulnerability management policy.

The Supplier's hosting provider, Amazon Web Services (AWS), is responsible for applying patches and fixing infrastructure vulnerabilities, as well as maintaining the infrastructure's configuration. For more information, please consult the AWS Shared Responsibility Model.

The Supplier maintains an internal vulnerability management program to identify and correct issues. The Supplier runs vulnerability scanners targeting internal and external endpoints.

The Supplier monitors servers, workstations, and mobile devices to retain and analyze a complete view of the security status of its corporate and production infrastructure. Administrative accesses, privileged command usage, and system calls on all servers in the Supplier's production network are logged. Log analysis is automated, where possible, to detect potential issues and alert. All production logs are stored in a separate network with access limited to concerned personnel.

The Supplier has established policies and procedures for responding to potential incidents. The procedures define the types of events that must be managed via the incident response process and classify them according to their severity. In the event of an incident, affected Clients are informed by email by our team. Incident response procedures are tested and updated at least once a year.

## **DEVELOPMENT AND TEAM SECURITY**

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Filiale de Positive Group  
Lyon (Signitic)  
3 avenue Antoine Pinay, P.A.  
des 4 vents, 59510 HEM

SAS au capital de 7 000 €  
RCS LILLE MÉTROPOLE 809.637.382

The Supplier ensures that background checks are performed for all personnel working at the Supplier before they start working. These activities are carried out within the legal limits of the local jurisdiction.

Access to client data is reserved for a restricted group of engineers. In the event of an employee's termination or departure, the Supplier revokes all system access as soon as possible (always within 24 hours).

Clients are responsible for recruiting and training their own personnel, as well as assigning the correct roles to users.

Operational security at the Supplier begins with our secure development lifecycle, which ensures that all new features released are reviewed before being put into production. The Supplier performs white-box, gray-box, and black-box penetration tests annually.

## **SUPPLY CHAIN SECURITY**

The Supplier's subcontractors (external providers who process client data) are evaluated by the Supplier's risk and compliance team to ensure they use adequate security controls in their respective environments. In cases where the Supplier integrates another subcontractor, the Supplier's personnel conduct security reviews as part of the due diligence process. The Supplier conducts annual risk assessments of secondary subcontractors to ensure they adequately maintain their security and compliance posture.

## **IDENTITY AND AUTHENTICATION**

The Supplier provides Clients with controls to manage their users and administrative users.

Clients who contact our customer support team (assistance) are automatically identified.

Clients are responsible for integrating and managing their identity provider (for Single Sign-On and provisioning) as well as assigning roles within the Supplier's services.

The Supplier uses Role-Based Access Control and each role has its own level of permissions and access.

Clients are responsible for managing the administrator accounts used to install the applications connected to the Services.

Clients are responsible for integrating and managing their identity provider (for Single Sign-On and provisioning) as well as onboarding and offboarding users (members and guests).

Single Sign-On (SSO) allows members to access the Supplier via an identity provider.

For users who authenticate via SSO, their identity provider is responsible for enforcing the password policy.

For users who authenticate via an email address, their password must contain at least eight characters, one uppercase letter, one lowercase letter, one digit, and one special character. Protection against "brute force" attacks is applied to each password login attempt (temporary then definitive ban).

## **EXTERNAL INTERFACE PROTECTION**

The Supplier configures all access control lists (ACLs), security groups, and ports/protocols/services to deny everything by default and allow by exception. This ensures that the Supplier only exposes the appropriate interfaces necessary for our Clients to use the service, without unnecessarily expanding the attack surface. The Supplier uses scanners and automated tools to verify that these resources are properly protected.

## **SIGILIUM**

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Clients are responsible for integrating and managing their identity provider (for Single Sign-On and provisioning), onboarding and offboarding users (members and guests), as well as assigning roles within the Services.

## **SECURE SERVICE ADMINISTRATION**

The concept of least privilege is applied to all of the Supplier's systems, as they are all capable of extending permissions based on a defined profile. The Supplier uses a Role-Based Access Control (RBAC) model to assign access to system users.

Supplier employees who have access to the production environment, internal tools, and client data are subject to a semi-annual review to ensure their access is appropriate based on their professional roles and responsibilities. Any anomaly (users no longer needing access) is addressed accordingly.

Access to the Supplier's production environment requires users to connect to a host via SSH keys and two-factor authentication.

Clients are responsible for managing administrator accounts as well as communicating the terms of service related to access to their users.

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Sub-processor Identity	Description of activities	Location of processing, guarantees
<b>Positive Group Lyon</b> Parc d'activité des 4 vents, 3 Avenue Antoine Pinay 59510 Hem France	Solution for the management of electronic signatures and digital business cards	<b>France</b>
<b>Groupe Positive</b> <i>maison mère de Sigilium</i> Parc d'activité des 4 vents 3 Avenue Antoine Pinay 59510 Hem France	Support for central services	<b>France</b>

The subsequent sub-processors implemented in the context of the use of the SIGNITIC SPRING (formerly Sigilium) product remain unchanged.

Any change concerning the addition or replacement of subsequent sub-processors is carried out under the conditions specified in the Data Processing Agreement or by special conditions, if applicable for the latter.

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