

## Article 1. Preamble

1. The provider is BLOCKCHAIN CERTIFIED DATA SAS, a simplified joint stock company with a share capital of €66,461.50, registered at the Trade and Companies Register of Nanterre under number 833 138 951, whose registered office is located at 104 avenue Albert 1er - 92500 Rueil-Malmaison, represented by Mr. Luc Jarry-Lacombe as CEO.

2. The provider developed a solution, accessible in SaaS mode, allowing its clients to publish on the Ethereum blockchain, in the form of a BCdiploma certificate of authenticity, information defined by the client (for example: references of the BCdiploma certificate of authenticity, name, first name, second name, date of birth, etc...) and contained in BCdiploma certificates of authenticity, in an encrypted and secure format.

3. The provider supplied the client with all the information and associated advice necessary to evaluate all the services offered. As a result, the client was able to ensure that the latter were in line with its needs.

## Article 2. Definitions

4. The terms defined below shall have the following meanings between the parties:

- "anomaly": means any malfunction of minor functionality (excluding major functionality) of BCdiploma SaaS services, i.e. the situation observed when a functionality is inaccessible to the logged-in user or does not provide the result described in the documentation;
- "BCdiploma SaaS application": means the application whose functionality is (1) the management and issuance of encrypted BCdiploma certificates of authenticity on the Ethereum blockchain and (2) access to BCdiploma certificates of authenticity decrypted and certified by a secure URL link;
- "API" (Application Programming Interface) means all the functions by which the BCdiploma SaaS application provides services to other software;
- "beneficiary": means the natural or legal person who benefits from or has access to the BCdiploma certificate of authenticity containing information concerning it and who may use it in accordance with these general terms and conditions;
- "Ethereum blockchain" or "blockchain": means a decentralized computer network that stores all the activity taking place in it in a database that everyone can read, complete, but not modify, allowing the creation of smart contracts.
- "purchase order": means the document signed by the client for the performance by the provider of one of the services specified in the purchase order and setting the final terms and conditions for the performance of the services, in particular in terms of costs;
- "client": means the co-contractor of the provider and beneficiary of BCdiploma SaaS services under the conditions stipulated in the purchase order;
- "certification credit": means the credit unit allowing the issuance of a BCdiploma certificate of authenticity;
- "BCdiploma certificate of authenticity": means the

- information issued by the client via the BCdiploma SaaS application, which can be displayed via a URL link, and which attests to the origin and integrity of the data issued;
- "general terms and conditions": means these general terms and conditions of use of BCdiploma SaaS services;
  - "documentation": means all documents relating to BCdiploma SaaS services, including these general terms and conditions, the offer of services, the purchase order, the quotation and any document relating to technical information necessary or useful for their use, sent by the provider to the client, if applicable;
  - "certified data": means all the information of all kinds issued by the client when using the BCdiploma SaaS application;
  - "major functionality": means the connection and data upload functionality for a BCdiploma certificate of authenticity template already configured, issuing a BCdiploma certificate of authenticity and consulting the transmission report and the issuance of the corresponding URL links;
  - "login credentials": means the client ID, allowing access to the BCdiploma SaaS application from an Internet connection, as well as the API connection token if applicable;
  - "incident": means:
    - any malfunction preventing, on a web browser, the consultation of BCdiploma certificates of authenticity or BCdiploma certificates of authenticity data when using the URL link. ;
    - any malfunction of major functionality of BCdiploma SaaS services;
  - "Internet": means the set of interconnected networks, which are located in all parts of the world;
  - "URL link": means the unique hypertext link allowing to display each BCdiploma certificate of authenticity on a web page and which can be rendered inactive at any time by the client via the BCdiploma SaaS application;
  - "third party software": means any software owned by the client and not provided by the provider;
  - "template": means the preconfigured and customizable frame according to the client's request in terms of content and layout, according to which BCdiploma certificates of authenticity will be issued;
  - "parties": means both the provider and the client;
  - "SaaS portal": means the interface, uniquely accessible by login credentials, made available to the client and which allows it to connect to the BCdiploma SaaS application;
  - "BCdiploma SaaS services": means remote access and use, in SaaS mode, to the BCdiploma SaaS application via the SaaS portal directly from the Internet;
  - "user": means the person under the client's responsibility (employee, representative, network and system administrator, etc.).

## Article 3. Purpose

5. The purpose of these general terms and conditions is to define the terms and conditions under which the provider makes BCdiploma SaaS services available to the client.

## Article 4. Documents

6. The contractual documents that govern the relationship between the provider and the client are, in decreasing order of priority:

- these general terms and conditions;
- the offer of services;
- the purchase order;
- the quotation.

7. In the event of a conflict between documents of a different nature or rank, the provisions of the higher-ranking document shall prevail for obligations that are in conflict of interpretation. In the event of a conflict between the terms of documents of the same type, the most recent documents shall prevail over the others.

8. These general terms and conditions prevail over all general terms and conditions or special general purchase conditions used by the client.

## Article 5. Opposability of the general terms and conditions

9. The provider reserves the right to adapt or modify these general terms and conditions at any time.

15. In any case, the version of the general terms and conditions that can be invoked against the client is the one

accepted by the latter at the time of signing the purchase order.

10. If the client agreed to several versions of the general terms and conditions when signing several purchase orders, the most recent version shall prevail over the others on the date of its acceptance.

11. With each modification, the latest version of the general terms and conditions is sent to the client by electronic means.

## Article 6. Duration

### 6.1 Duration of the agreement

12. This agreement is entered into between the parties from the date of signature by the client of the purchase order and remains in effect until the end of a period of twenty-four (24) months following the date of use of the last certification credit covered by this purchase order.

13. Once this period has expired, the agreement automatically terminates without further formality. The client then ceases to be able to access the BCdiploma SaaS application.

### 6.2 Duration of credits

14. Regardless of the method of acquisition, certification credits are valid for twelve (12) months from the date on which they are credited to the client's account. After this period of validity, any unused certification credit will be lost and will not be refunded.

15. For the purposes hereof, any period of time shall start on the day following the day on which the event that constitutes the starting point for the period of time occurred.

## Article 7. Description of services

### 7.1 General description

16. BCdiploma SaaS services allow the client to publish all types of data in an encrypted format on the Ethereum public blockchain. They allow the dematerialization and automation of the issuance of certified certificates in the form of BCdiploma certificates of authenticity. They are accessible as SaaS services, while BCdiploma certificates of authenticity are accessible via URL links.

17. Through the BCdiploma SaaS application, the client directly uploads the data to be certified, encrypts this transaction using symmetric cryptography technology; this publication is authenticated through the client's public address on the Ethereum blockchain and the BCdiploma SaaS application's smart contract.

18. Once this operation has been carried out, a URL link is issued and communicated by the client to its beneficiaries or to third parties, under its responsibility. The link then allows you to display the BCdiploma certificate of authenticity issued unencrypted.

### 7.2 Certification credits

19. The client acquires, by purchase order, a certain number of credits, each certification credit allowing to generate a BCdiploma certificate of authenticity, within the limit of a total number of signs (letters, numbers, punctuation, special characters and spaces) to be certified, this number being specified on the service offer, the purchase order or the quotation. In the absence of an explicit mention on the service offer, purchase order or quotation, this number is fixed at 600 signs per certificate.

20. The credits acquired are credited to the client's account and the number of remaining credits can be accessed via the client's user space. If the total number of signs is exceeded, an additional fee will be charged. In the absence of an explicit indication in the service offer, purchase order or quotation, this increase is 15% for each additional 600 signs.

21. Certification credits are acquired by the client under the following conditions, unless otherwise specified in the purchase order:

- either upfront: the certification credits are made available to the client once the payment of the invoice or the deposit specified in the purchase order has been received by the provider;
- or by payment of twelve monthly installments: the full amount of certification credits is provided to the client when the provider receives payment of the invoice corresponding to the first monthly installment, the other eleven monthly installments being paid on the basis of monthly invoices.

### 7.3 URL link

22. By creating BCdiploma certificates of authenticity via the BCdiploma SaaS application, the client provides third parties with the ability to use a URL link to access the BCdiploma certificate of authenticity.

23. This link does not require a connection to the BCdiploma SaaS application and can be read unencrypted directly on the Internet from any connected computer or device.

### 7.4 Standard offer

24. The provider's standard offer includes all of the following services:

- the opening of secure access rights to the BCdiploma SaaS application;
  - the deployment and outsourcing of the BCdiploma SaaS application in SaaS mode;
  - the hosting of this application in a public cloud such as Microsoft Azure;
  - the protection of data encryption keys by hardware and software security modules within this public cloud;
  - the configuration of the BCdiploma certificate of authenticity templates, the number of which was agreed between the parties in the offer of services, the purchase order or the quotation accepted by the client;
  - consulting the BCdiploma certificates of authenticity, accessible via the URL link;
  - the provision of a ticketing tool;
  - the provision of technical documentation;
  - the access to the API
- the customization of additional templates;
  - the training on the use of the BCdiploma SaaS application, according to mutually agreed conditions and schedule;
  - various support services, such as specifying and/or developing an interface with the client's information system via API, or transferring skills to make the client autonomous in the administration of its BCdiploma certificate of authenticity templates.

25. The standard offer includes the client's use of BCdiploma SaaS services to generate:

- BCdiploma certificates of authenticity;
- the unique URL link corresponding to each BCdiploma certificate of authenticity.

26. The standard offer does not include:

- the integration of an iframe to access BCdiploma certificates of authenticity directly on the client's website;
- the interfaces between the BCdiploma SaaS application and third-party software.

## 7.5 Optional services

27. In addition to the services provided in the standard offer, the provider may also provide the following optional services:

28. As a matter of principle, optional services are subscribed by the client at the same time as the purchase of certification credits, with optional services and certification credits then being the subject of a single purchase order.

29. However, in the event that the client wishes to subscribe to optional services after the purchase of certification credits, it shall inform the provider, which shall send a quotation. Once the quotation has been accepted by the client, the provider sends a purchase order corresponding to the optional services subscribed.

## 7.6 Data hosting and backup

30. The BCdiploma SaaS application is hosted by a third party designated by the provider and offering the necessary levels of guarantee and security.

31. BCdiploma certificate of authenticity data is uploaded by the client to the BCdiploma SaaS application and entered into the blockchain after encryption and then integrated into the certificates of authenticity. The data history of the certificates of authenticity issued is made available to the client in the BCdiploma SaaS application. The client is informed that the provider hosts the data from the client's certificates of authenticity on the servers it deploys in its host's cloud.

32. The client can, at any time, delete all or part of the history of the certificate of authenticity data via the BCdiploma SaaS application, without altering the proper functioning of the certificates of authenticity already generated. In the event of deletion of the data by the client, the provider will not be able to return the data at a later date, and the client will be solely responsible for the conservation of the data that it deems necessary for the proper administration of the certificates of authenticity issued. In this case, the provider specifies that it does not perform any backup of the data of the certificates of authenticity deleted by the client. In this case, the client must therefore carry out its own electronic backups and archiving.

## 7.7 Use of the service

33. The client can access the BCdiploma SaaS application 7 days a week, 24 hours a day, via the SaaS portal accessible directly from the Internet.

34. However, the provider may have to work on the BCdiploma SaaS application for scheduled maintenance services of its IT configuration and the infrastructures used to provide the services.

## 7.8 Maintenance

### 7.8.1 Corrective maintenance

35. The provider undertakes to carry out corrective maintenance operations on the anomalies and to do its best to correct the anomaly as soon as possible.

36. It is the client's responsibility to refer to the documentation before requesting the provider, in order to be able to describe precisely and exhaustively the anomaly encountered.

37. When an incident occurs in the course of the performance of the agreement, the client shall report it to the provider in full

and in detail so that it can be resolved as soon as possible.

### 7.8.2 Ticket service

38. An online service of anomaly and incident tickets is provided to the client. A notification of receipt of the ticket will be sent within the hour to the client. The ticket will be processed in the time slot 9:00/18:00 CET, during working days in France.

39. Any anomaly reported through an online ticket must be identified and reported to the provider with sufficient accuracy for the latter to be able to take action.

40. An incomplete or unfounded notification will release the provider from its obligation to carry out corrective maintenance and the incomplete or erroneous ticket will be archived without the provider being held liable for not having processed it.

### 7.8.3 Progressive maintenance

41. Updates of the BCdiploma SaaS application may be installed by the provider on its server, as they become available.

42. These updates, unless otherwise specified, which are decided unilaterally by the provider, will be provided to the client at no additional cost.

43. The client will not be able to object to the updates offered by the provider.

### 7.8.4 Exclusions

44. The provider will not provide the maintenance service or will perform it against invoicing to the client according to an additional quotation, as for optional services, in the following cases:

- refusal by the client to describe the context in which the anomaly or incident occurred and, more generally, to respond to the

provider's questions and requests for information;

- use of the BCdiploma SaaS application in a way that does not comply with its purpose or documentation;
- unauthorized modification of the BCdiploma SaaS application by the client or a third party;
- implementation of any applications, software or operating systems not compatible with the BCdiploma SaaS application for which the client has not received prior authorization from the provider;
- failure of electronic communication networks external to the solution, in particular the Internet, or failure of the Ethereum blockchain;
- voluntary act of degradation, malicious intent, sabotage by the client;
- damage due to force majeure or improper use of the BCdiploma SaaS application;
- version used that does not correspond to the current or previous one;
- refusal by the client to accept an update offered by the provider;
- unauthorized intervention by the client or a third party;
- anomaly generated by the client's equipment or access equipment.

45. In these cases, the client will not be able to claim any compensation or reimbursement of sums already paid for the performance of the services.

## Article 8. Conditions of access to BCdiploma SaaS services

### 8.1 Network

46. The client accesses the BCdiploma SaaS application on the Ethereum

blockchain via the Internet network, with the Internet provider of its choice.

47. As the provider cannot be held responsible for line interruptions on the network or the Ethereum blockchain, the client acknowledges the importance of the choice of its operator and the quality of the network.

### 8.2 Access to the BCdiploma SaaS application

48. The provider provides the client with access to the BCdiploma SaaS application by remote access via the SaaS portal.

49. The client connects to its client space using its login credentials directly on the SaaS portal.

50. Access to the BCdiploma SaaS application is available at any time and is carried out from the client's installations and on its own equipment.

## Article 9. Intellectual Property

51. During the term of the agreement, the provider grants the client a right of access and use of the BCdiploma SaaS application provided, according to the terms and conditions defined in the service offer and in these general terms and conditions, for the creation of BCdiploma certificates of authenticity and for this purpose only.

52. The provider also grants the client the following rights of use, which will be carried out under its exclusive responsibility:

- a right of use to develop complementary or specific applications offering services to its own end clients. However, the client is prohibited from

designing and offering in this context (i) similar and/or competing services to BCdiploma SaaS services and the provider's SaaS portal (ii) services intended to operate or promote unlawful or illegal activities;

- the acts required to obtain the information necessary for the interoperability of a software independently created with other software and provided that the conditions of Article L. 122-6-1 IV of the French Intellectual Property Code are met;
- a right to view certificates of authenticity via the corresponding URL link.

53. The provider retains exclusive ownership of all the items composing the BCdiploma SaaS application, documentation, methods, know-how and tools specific to it.

54. The elements belonging to the provider, such as trademarks, designs, templates, images, texts, photos, logos, graphic charters, software, search engines, databases, without this list being exhaustive, are the exclusive property of the provider or partners or third parties who have granted it a license, and are protected in particular by intellectual property rights that are or will be recognized under the laws in force.

55. Any reproduction, representation, use, adaptation, by any means whatsoever, of all or part of the intellectual property rights of the provider, without its prior written consent, are strictly prohibited and would constitute an infringement punishable by the provisions of the Intellectual Property Code.

## Article 10. Obligations of the parties

### 10.1 Obligations of the provider

56. The provider undertakes to fulfil its contractual obligations within the framework of an obligation of means.

57. In addition to the right of access and use of the BCdiploma SaaS application that the provider grants to the client and any optional services that it provides, the provider undertakes to :

- verify the existence and identity of the client in order to ensure that the use of BCdiploma SaaS services for the purpose of issuing BCdiploma certificates of authenticity is carried out by an institution that exists and whose activity is legally declared under the laws in force;
- as soon as the first order is placed, open access rights to the BCdiploma SaaS application and provide the client with its login credentials;
- refrain from verifying the accuracy and content of the data certified by the client;
- refrain from modifying the data provided exclusively by the client for the creation of BCdiploma certificates of authenticity;
- ensure the integrity of the data uploaded to the BCdiploma SaaS application and entered in the Ethereum blockchain;
- not to communicate, without explicit request from the client, the URL link of each BCdiploma certificate of authenticity created to the client's beneficiaries, or to any third party designated by the client.

58. On the other hand, the provider does not undertake hereunder to:



- verify the veracity and legality of the data provided by the client in the BCdiploma SaaS application;
- inform the client's beneficiaries or third parties of the conditions of use of BCdiploma certificates of authenticity, nor to provide any information to the latter under the Data Protection Act in force.
- keep their login credentials strictly confidential and report to the provider any fraudulent use of their login credentials, or any suspicious or fraudulent use of their API credentials or keys if applicable;
- not to attempt to bypass or modify the software required to use the services via the BCdiploma SaaS application;
- use this right of access alone, or possibly through the users it has duly authorized for this purpose.

## 10.2 Obligations of the client

59. The client undertakes to check that the data provided on the platform is correct and free of errors.

60. It undertakes to inform users and beneficiaries:

- that, as a subcontractor, their personal data are transferred and processed by the provider as part of BCdiploma SaaS services;
- of the recording of their data, encrypted on the blockchain;
- of the possibility of consulting the BCdiploma certificate of authenticity via a URL link;
- of the impossibility of deleting the data recorded on the blockchain due to the technical characteristics of this technology;
- of the possibility of implementing the right to erase their data by making the information on the blockchain indecipherable;
- of their rights relating to the protection of their personal data;
- of their freedom to use or not the BCdiploma certificate of authenticity and to use it on social networks or any other medium of communication to the public.

61. The client undertakes to:

- use BCdiploma SaaS services in accordance with these terms and conditions;
- collaborate with the provider;

## Article 11. Liability of the provider

62. Under these general terms and conditions, the provider may not be held liable beyond:

- its obligation to provide the client with a right of access and use of the BCdiploma SaaS application;
- the verification of the existence and veracity of the client's identity.

63. Under no circumstances is the provider liable:

- for the use of the mailing tool provided in the BCdiploma SaaS application;
- for an error in the content of the data transmitted by the client and appearing in the BCdiploma certificates of authenticity issued;
- for the use of the URL link by the client or any third party;
- for the content of BCdiploma certificates of authenticity;
- in the event of a claim or dispute of any nature related to the BCdiploma certificates of authenticity issued;
- for the temporary or total unavailability of all or part of the access to the BCdiploma SaaS application or a difficulty related to the response time originating

from carriers or telecommunications operators and Internet providers, as well as any contingency related to the condition of the Ethereum blockchain;

- for any disruption in the use of BCdiploma SaaS services, including hacking or computer attacks (denial of service, exploitation of flaws, etc.) or more generally any breach of the platform's automated processing system, unless proven fault on the part of the client;
- for the accidental destruction of BCdiploma certificate of authenticity data by the client or a third party who has accessed the BCdiploma SaaS application using the client's login credentials;
- in the event of use of BCdiploma SaaS services by the client, which violates the rights of third parties, morality and public order, or which allows illegal or infringing acts to be committed.

64. In any event, the liability of the provider:

- cannot be engaged due to defaults related to the Ethereum blockchain over which it has no control;
- can only be held liable for proven fault leading to direct damage to the client;
- excludes compensation for indirect damages suffered by the client or third parties.

65. This clause shall remain applicable in the event of nullity, termination or annihilation of these contractual relationships.

## Article 12. Client responsibility

66. The client expressly guarantees the provider against any recourse, claim or action by third parties against it as a result of the creation of certificates of authenticity through the BCdiploma SaaS application.

67. The client is solely responsible and as such guarantees the provider:

- the use of the mailing tool provided in the BCdiploma SaaS application;
- the authenticity of BCdiploma certificates of authenticity data, their veracity and their use;
- of any error made in filling in the data of the BCdiploma certificates of authenticity in the BCdiploma SaaS application and irreversibly entered in the blockchain;
- in the event of a complaint from a holder of certified data or a third party concerning the existence or content of a BCdiploma certificate of authenticity;
- for the distribution of the URL link;
- of the use made not only of the URL link but also of the BCdiploma certificate of authenticity by any third party in possession of it;
- of the information provided, where applicable, to the person whose personal data is used to issue the BCdiploma certificate of authenticity;
- the security of login credentials, individual workstations and the configuration for securing access to the BCdiploma SaaS application;
- that the services will meet its own needs, in particular on the basis of the information provided in the documentation;

- the compatibility of its hardware and software environment with BCdiploma SaaS services.

## Article 13. Safety and security

68. The provider sets up a secure device to identify the client or certain users when publishing BCdiploma certificates of authenticity on the Ethereum blockchain, from the BCdiploma SaaS application.

69. When using the BCdiploma SaaS application, the data from BCdiploma certificates of authenticity are reproduced and encrypted on the Ethereum blockchain.

70. Registration on the blockchain is based on a block cipher protocol using AES 256 GCM symmetric cryptography, which is one of the most secure encryption technologies on the market. The data of BCdiploma certificates of authenticity are pseudonymized and encrypted.

71. Minors and blockchain participants do not have encryption keys (hosted outside the blockchain) and cannot access BCdiploma certificate of authenticity data unencrypted, which guarantees the security of BCdiploma certificate of authenticity data on the blockchain.

72. The provider implements all the state-of-the-art technical means necessary to ensure the logical security of access to the BCdiploma SaaS application and prevent any intrusion by unauthorized persons, regardless of the nature or technique used.

## Article 14. Financial terms

### 14.1 Orders

73. When the client wishes to enter into an agreement with the provider, the latter sends a purchase order or a quotation, accompanied by these general terms and conditions, which formalizes:

- the number of certification credits as well as the maximum number of variable signs (letters, numbers, punctuation, special characters and spaces) ordered by the client;
- any optional services that may be required;
- the price of the order.

74. Acceptance of the quotation or purchase order implies acceptance of these GTC.

75. Once the purchase order or quotation has been signed, the price is payable in advance, unless otherwise specified in the purchase order or quotation.

### 14.2 Prices

76. The prices and terms of invoicing and payment are defined in the quotation or purchase order. In the absence of any mention, payment will be made within thirty (30) days from the date of issue of the invoice.

77. Prices are defined excluding taxes and are increased by taxes, including, where applicable, VAT in force on the date of invoicing.

78. Prices take into account the applicable VAT where the purchase order is published and any change in the rate applicable to VAT will automatically be reflected in the prices of the purchase order.

### 14.3 Invoicing

79. Invoices are sent to the client by post or email to the address indicated by the client.

80. Payment of invoices is made by the client by bank transfer, before the expiry of the payment period of 30 days from the date of issue indicated on the invoice.

81. In the event of non-payment by the client of all or part of an invoice issued by the provider within 30 days of the date of issue of the invoice, the provider may at its discretion apply the following penalties to the client, without prejudice to its right to claim compensation for its loss due to the said delay in payment.

82. In the absence of payment and pursuant to Article L. 441-6 of the French Commercial Code, late payment interest calculated on the basis of the European Central Bank's interest rate applied to its most recent refinancing operation, plus 10 percentage points, will be applied.

83. Pursuant to Article D.441-5 of the French Commercial Code: "The amount of the fixed indemnity for recovery costs set out in the twelfth paragraph of Section I of Article L.441-6 is 40 euros".

84. In addition, the provider reserves the right, in particular in the event of a payment incident, to suspend access to BCdiploma SaaS services after sending a formal notice by email or post that has remained without effect for a period of fifteen (15) days.

85. At the end of this suspension, the client will be charged a recovery fee of €150 excluding VAT.

86. In the event of suspension of access to BCdiploma SaaS services, the client's financial obligations will not be extinguished. If, after a period of fifteen days, the suspension measure has no effect, or in the event of repeated late payments, the provider may terminate

the agreement under the conditions set out below in the article "Termination".

### 14.4 Dispute

87. Invoice disputes must comply with the following procedure:

- detailed disputes based on documented evidence and communicated within a short period of time after receipt of invoices;
- in the event of a dispute concerning only part of the invoices, the uncontested part must be paid by the client within the contractual period of 30 days referred to above.

## Article 15. Subcontracting

88. BCdiploma SaaS services may be subcontracted by the provider, with the express authorization of the client.

89. Exceptionally, the provider may use one or more subcontractors to carry out this agreement, provided that it previously solicited and obtained the written consent of the client, for each subcontractor.

90. The client must notify the provider in writing of any objection to a subcontractor as soon as possible and, in any event, within a maximum of 5 working days after receiving a request from the provider to add a subcontractor.

91. The provider remains solely responsible to the client for the performance of all obligations arising from these general terms and conditions.

92. The provider may not assign or transfer all or part of the rights and obligations of the agreement without the prior written consent of the client.

93. Similarly, the client may not assign or transfer all or part of the rights and obligations of the agreement without the prior written consent of the provider.

## Article 16. Personal data

94. The parties are required to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (General Data Protection Regulation or "GDPR") applicable as from May 25, 2018 and French Law No 78-17 of January 6, 1978 on data protection (hereinafter the "applicable regulation on the protection of personal data").

95. In accordance with the applicable data protection regulations, the client is qualified as "data controller" and the provider as "subcontractor".

96. The client, with regard to the personal data under its responsibility and in particular those to which the provider would have access in the performance of the services, must take all necessary precautions, having regard to the nature of the data and the risks presented by the processing, to preserve the security of the data and, in particular, to prevent them from being distorted, damaged or accessed by unauthorized third parties.

97. The provider may only act on instructions from the client and undertakes to take all necessary measures to ensure compliance by itself and its staff with these obligations and in particular, unless otherwise instructed by the client:

- not to process or consult the data or files contained for any purpose other than the performance of the services it provides to the client under this agreement;

- not to insert extraneous data into the files;
- not to view or process data other than those concerned by the services, even if access to such data is technically possible;
- not to disclose, in any form whatsoever, all or part of the data concerned;
- not to copy or store, in any form or for any purpose, all or part of the information or data contained on the media or documents entrusted to it or collected by it during the performance of the agreement;
- to immediately inform the client if, in its opinion, an instruction constitutes a violation of the applicable regulations on the protection of personal data.

98. The parties agree to define the notion of instruction as being acquired when the provider acts in the context of the performance of the agreement.

99. The provider undertakes, with regard to the nature of the data and the risks presented by the processing operation, to take appropriate technical and organizational measures to preserve the security of the data in the files and in particular to prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure and/or any access by third parties not previously authorized.

100. Signing these general terms and conditions implies that the client acknowledges that the security and confidentiality measures offered by the provider are in accordance with the level of precaution that the client must take with regard to its obligation to protect personal data and that the guarantees presented to this end are sufficient.

101. The provider shall notify the client as soon as possible after becoming aware of any breach of personal data or any breach of security resulting in the accidental or unlawful destruction, loss,

alteration, unauthorized disclosure or access to personal data transmitted, stored or processed in any other way.

102. Such notification shall specify, as much as possible, the nature and consequences of the data breach, the measures already taken or those suggested to rectify it. The provider undertakes to actively collaborate with the client to ensure that they are able to meet their regulatory and contractual obligations. It is solely the responsibility of the client, as data controller, to notify this data breach to the competent supervisory authority and, where applicable, to the person concerned.

103. Due to the blockchain technology used, the provider will not be able to provide the client with any assistance in order to enable the management of requests from persons concerned to exercise their rights.

104. For the same reasons, at the end of the services, the provider will not be able to return or delete all the personal data that will have been stored in the blockchain.

105. The parties will rely on the standard contractual clauses for transfers of personal data to processors established in third countries dated February 5, 2010 (2010/87/EU) and any subsequent amendments in the event of transfer to a country outside the European Union or which is not recognized as providing an adequate level of protection.

## Article 17. Termination

106. In the event of a serious breach by one of the parties of its obligations under this agreement, the other party may, by registered letter with acknowledgement of receipt, give notice to the defaulting party to remedy it within thirty (30) days of receipt of the said letter.

107. By express agreement, serious breaches can only concern commitments whose non-fulfilment makes it impossible to continue the contractual relationship.

108. If, at the end of the above-mentioned period, the defaulting party is unable to justify having remedied the breach, the victim party may, by registered letter with acknowledgement of receipt, notify the termination of the agreement. Termination will then take place automatically, without notice and without any other formality.

109. Such termination shall be without prejudice to any claim for compensation for damage suffered.

110. The parties may terminate the agreement early as of right in the event of the insolvency of either party.

111. In addition, the provider shall be entitled to terminate the agreement early as of right in the following cases:

- use of BCdiploma SaaS services contrary to these general terms and conditions or unlawfully;
- failure or repeated delays in paying due invoices.

112. The client may terminate this agreement if the provider is unable to resolve an incident affecting a major feature within 30 days of opening an incident ticket reporting the incident to the provider.

113. In the event of termination of the agreement, all the sums provided for until the end of the agreement are due to the provider and the sums actually paid will remain definitively vested in it.

114. In the event of termination of the agreement, the client will cease to use the IDs and passwords giving access to the BCdiploma SaaS application, as from the date of termination.

115. The termination of one or more orders will not automatically terminate the agreement or any other orders. In the

event of termination of the agreement, except in the event of simultaneous termination of orders, the agreement shall remain in force until the end of the current orders.

## Article 18. Reversibility

116. In the event of termination of the relationship between the client and the provider, for any reason whatsoever, the data of the BCdiploma certificates of authenticity recorded on the blockchain may not be returned.

117. All data stored via the BCdiploma SaaS application on the Ethereum blockchain are and remain accessible, independently of the provider.

118. In the event of termination of the contractual relationship, whatever the cause, the provider undertakes to return the data belonging to the client in an easily readable standard format in an equivalent environment, free of charge and without any additional cost, at the first request of the client made by registered letter with acknowledgement of receipt and within thirty (30) working days from the date of receipt of such request.

119. More precisely, the provider undertakes to provide the client with:

- both sets of keys (secret keyvault Azure format);
- the history database, i.e. all certified data not deleted by the client;
- the open source software and architecture to be deployed on Azure to read the certifications already issued.

120. In the event of cessation of activity, the provider may also offer, at the client's request, to provide the sources of the software to be deployed under Azure and allowing new certificates of authenticity to be certified.

121. In all cases, the implementation of Azure deployments of the software provided will be the responsibility of the client.

122. The client will actively collaborate with the provider to facilitate data recovery.

123. For this purpose, the provider may offer support services according to the applicable rate.

## Article 19. Commercial references

124. The provider may quote the client's name as a commercial reference in accordance with commercial usage, and, unless explicitly stated by the client, include in its communication the client's logo and an anonymous template of a certificate of authenticity.

## Article 20. Confidentiality

125. The provider undertakes to respect the confidentiality of the client's data.

126. The client undertakes that the confidential information of the provider:

- is protected and kept strictly confidential;
- is treated with the same degree of protection as it accords to its own confidential information of equal importance;
- is not disclosed or likely to be disclosed directly or indirectly to any third party;
- is disclosed internally only to staff members who need to know its content;
- is used only for the purpose defined in the preamble to this undertaking and in the performance of this undertaking

exclusively, in particular is never used to create a competing or similar service;

- is not copied, reproduced, or duplicated in whole or in part.

127. The client further undertakes:

- not to infringe, in any way, the intellectual property rights of the provider;
- to maintain the copyright forms and other proprietary notices on the various elements and documents communicated, whether originals or copies.

## Article 21. Force majeure

128. The liability of each of the parties shall not be engaged and these general terms and conditions shall be suspended if their performance or the performance of any obligation incumbent on the parties in this respect is prevented, limited or disrupted as a result of an event constituting a force majeure event in accordance with article 1218 of the Civil Code.

129. The party affected by the force majeure, subject to the sending of a registered letter with acknowledgement of receipt within eight (8) days of the occurrence of the event to the other Party, shall be exempted from the performance of its obligations within the limit of this prevention, disturbance or limitation.

130. The other party shall then, in the same way, be exempted from the performance of its own obligations, always within the limits of prevention, disturbance or limitation.

131. The performance of the obligations of the prevented party shall be postponed for a period at least equal to

that of the period of suspension due to force majeure.

132. During the duration of the event of force majeure, the parties shall make every effort to minimize its effects on the proper performance of the agreement.

## Article 22. Non-competition

133. The client undertakes towards the provider not to develop, directly or indirectly, an identical or similar service, competing or for internal use, to the BCdiploma SaaS services covered by this agreement, throughout the term of the agreement and after its termination, whatever the cause, for a period of five (5) years, in France and in a European Union country.

134. The parties acknowledge that this obligation is not disproportionate and corresponds to the express will of the parties.

135. In the event of a breach of this obligation, the client undertakes to pay the service provider compensation in the amount of ten (10) million euros.

136. This compensation is due, notwithstanding any damages resulting from the damage suffered.

## Article 23. Insurances

137. The provider certifies that it has taken out an insurance policy for all harmful consequences and acts for which it could be held liable hereunder with an insurance company known to be solvent and established in France.



## Article 24. Miscellaneous

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#### 24.1 Independence of the parties

138. The parties acknowledge that they act on their own behalf as independent parties to each other and expressly declare that they are and will remain, throughout the term of the agreement, independent business and professional partners.

139. These general terms and conditions do not constitute an association, a franchise or a mandate given by one party to the other party and shall in no case be interpreted as a commercial agency or representation contract of any kind.

140. Neither party may make a commitment in the name and on behalf of the other party.

141. In addition, each party remains solely responsible for its own actions, allegations, commitments, services, products and employees.

#### 24.2 Nullity

142. If one or more provisions of these terms and conditions are held to be invalid or declared invalid pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall remain in full force and effect.

#### 24.3 Titles

143. The titles of the articles appearing herein are purely indicative and cannot in any way condition their meaning or interpretation.

#### 24.4 Tolerance

144. The fact that one of the parties tolerates a situation does not have the effect of granting the other party acquired rights.

145. Moreover, such tolerance cannot be interpreted as a waiver of the rights in question.

#### 24.5 Address for service

146. The parties shall each choose their respective domicile at their respective registered offices.

147. Any change of address must be notified to the other party by registered letter with acknowledgement of receipt.

#### 24.6 Assignment of the agreement

148. These general terms and conditions may not be assigned in whole or in part, whether for a consideration or free of charge, by one of the parties without the prior written consent of the other party.

## Article 25. Conciliation

149. In the event of any difficulty of any kind and before any legal proceedings, each of the parties undertakes to appoint two persons from its company, at the "General Management" level.

150. These persons shall meet at the initiative of the most diligent party within eight days of receipt of the letter requesting a conciliation meeting.

151. The agenda shall be set by the party initiating the conciliation.

152. Decisions, if taken by mutual agreement, shall have contractual force.

153. This clause shall continue to apply despite the possible nullity, termination or annihilation of these contractual relationships.

## Article 26. **Applicable law - Competent jurisdiction**

154. This general terms and conditions are governed by French law.

155. This applies to substantive rules and procedural rules, notwithstanding the places of performance of the substantive or ancillary obligations.

156. Any dispute resulting from the interpretation or performance of these terms and conditions shall be the subject of an attempt at an amicable settlement under the conditions set out in the article "Conciliation".

**157. IN THE EVENT OF A DISPUTE OF A CONTRACTUAL OR EXTRA-CONTRACTUAL NATURE, THE COMMERCIAL COURT OF NANTERRE SHALL HAVE EXPRESS JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR AN INTRODUCTION OF THIRD PARTIES.**

## Article 27. **Prescription**

158. All legal actions between the parties are time-barred, unless otherwise provided by public policy, if they have not been brought within two years of the first complaint notified by registered letter with acknowledgement of receipt.