



Wassa Innovation Services

Software as a Service (SaaS) and Software Development Kit (SDK) Subscription Agreement V2021.3

The following subscription agreement of Wassa Innovation Services (referred herein as the "Agreement") apply to the subscription and use of the applied service Wassa Innovation Services SaaS and SDK (referred herein as the "Service").

"Wassa Innovation Services (WIS)" is a service provided by SAS Wassa, image analysis business software supplier in SaaS solution.

IN ACCEPTANCE OF THE FOLLOWING AGREEMENT, YOU AGREE AND ACCEPT ALL THE OF THESE TERMS AND CONDITIONS.

IF YOU CONCLUDED THE FOLLOWING AGREEMENT ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE FULL LEGAL ENTITY AND ITS AFFILIATES IN ACCORDANCE WITH ALL THESE TERMS AND CONDITIONS. IN THAT CASE, THE TERMS "YOU", "YOUR" OR "YOURS" DESIGNATED TO THIS PARTICULAR ENTITY AND YOUR AFFILIATES.

You are not allowed to access to our services if you are a direct competitor of Wassa, except prior to agreement from Wassa.

The following agreement will set forth between you and Wassa on the date you accept the terms and conditions.

ARTICLE 1. DEFINITIONS

"You", "Your" or "Yours" shall mean the company or a legal entity of which you accept the following agreement as well as its affiliates.

"Your data" shall mean all electronic data and information submitted by or for you for the services you have signed up.

"Party" shall mean individually either the entity you represent, or Wassa, the services supplier.

"Parties" shall mean the entity collectively you represent and Wassa, the services supplier.

"Services" shall mean the SaaS and/or the SDK solution WIS supplied by Wassa at the URL address throughout the communication during the implementation.

"Account" shall mean the specific account created for your necessity and authorise to access to the services.

"Users" shall mean the individuals authorised by You to use the services, for which an account will be subscribed and to whom a user login and password will be assigned by you. The Users can particularly apprehend your employees, consultants, subcontractors as well as the third parties in which you have business with.

"Documentations" shall mean all the supporting documents at your services.

"Purchase Order" shall mean the documents for the purchase provide during the purchase order in accordance with the agreement, including the additional clauses, concluded between you and Wassa. Purchase Orders are deemed to be incorporated herein by reference.

"Malicious code" shall mean virus, logic bombs, Trojan horse and other codes, files, scripts or harmful or malicious programs.

"Third-party Products" shall mean the products acquired by you and provided by third parties and are not a part of the products required by the services.

"Third-party Services" shall mean the services acquired by you and provided by third parties and are not a part of the services required by the services.

ARTICLE 2. SUSCRIBED SERVICES

2.1 Supply of Subscribed Services

Subject to the terms of this Agreement, Wassa starts to provide the subscribed services at only to you in accordance with defined term in article 10. The subscribed services include (i) the available services, (ii) the documents and (iii) the support to access WIS (see Annexe II).

2.2 The availability

SaaS version

The available services consist of providing you the online access of the web services.



SDK version

The available services consist of providing you the access of the SDK.

2.3 The documentation

The document is accessible online from the services.

The document resides as the property of Wassa and cannot be given away, shared or transferred without prior permission written by Wassa.

2.4 Support Services

Wassa assures the support for the services, accessible by messaging services during normal business hours 9am to 12pm and 2pm to 6pm (GMT - Paris). This support is available between Monday and Friday.

All requests received after 6pm will be deemed to have registered the next business day at 9am. If necessary, the intervention can be extended after 6pm.

The consideration of a request is related to your support plan service level.

Regarding your support plan, our support team can exchange with you by calling you or receiving your call to understand better the subject and to track the ticket of the case.

Indeed, before exchanging on phone, it is imperatively a tracking ticket is being created in order to provide you and Wassa a follow up and a history.

ARTICLE 3. SAAS VERSION - USAGE OF SERVICES

3.1 The Responsibilities of Wassa

Wassa undertakes to implement all diligences for the services to fulfil an annual availability rate of ninety-eight percent (98%), twenty-four hours per day (24/24h), 7 days per week (7/7d) basis except for:

- The unavailability period scheduled for whom Wassa must give a prior notice at least twenty-four hours before (24h), and schedule preferably after six pm (6pm – GMT Paris) if possible or during the hours in the weekend. (Saturdays and Sundays). Wassa reserves the possibility to perform a maintenance operation scheduled with an interruption of service once per year, with a maximum of twelve hours (12h), in order

to verify and to valid the installation process.

- In all unavailability due to the circumstances beyond control of Wassa, particularly unforeseen circumstances case, an act of public authority, flood, fire, earthquake, civil strife, terrorist attack, strike or other social conflicts (not involving the employees of Wassa) or breakdowns or delays of internet access suppliers.

The quality chart annexed (Annexe I) under this agreement provides technical precisions (charges, etc.).

Wassa guarantee all the services functions complied with the document, that all services functions will not be reduced significantly during the subscription period. For any violation of the warranties, your sole remedy will be provided by Article 10.2 (Termination for just cause) and Article 10.3 (Refund or Payment upon Termination) below.

3.2 Your Responsibilities

You vouch for the respect of the present Contract by the Users. You accept full responsibility for the accuracy, quality, integrity and legality of Your Data and the means by which You have acquired it.

If the Data transmitted for the use of the Application Services include personal data, You guarantee to Wassa, provider, that You have performed all the obligations that are incumbent on you under the law of January 6, 1978 called " Informatique & Libertés "as well as the regulation n ° 2016/679, known as the general regulation on data protection (RGPD), and that you have informed the persons concerned of the use made of such personal data.

As such, You guarantee Wassa against any recourse, complaint or claim from a person whose personal data are reproduced and hosted via the Application Service.

You agree to have all reasonable measures to prevent the unauthorised access or the unauthorised usage of services and to inform us immediately any unauthorised access and unauthorised usage.

You agree to limit access to the service exclusively to Users, not to sell, resell or rent the Services, not to use the Services to record or transmit unlawful, defamatory or otherwise illegal or criminal material or to record or transmit elements in violation of the right of a third-party to the respect of his private life, not to use the Services to record or transmit a malicious Code, not to alter or disrupt the integrity or the execution of the Services or third data



contained in it, and not to attempt to gain unauthorized access to the Services or the systems or networks associated with them.

ARTICLE 4 – Third-party Products – Third-party Services

All purchases of third-party Products or third-party Services by you, particularly third-party application and deployment services, personalisation and other consultancy services, and all exchanges of data between you and a third-party provider are exclusively concluded between you and the concerned third-party provider. Wassa does not guaranteed nor assure support to the third-party Products or third-party Services.

Assuming that you install or activate the third-party Applications for the use with the Services, You acknowledge that Wassa may authorise the third-party Applications providers to access Your Data as necessary for their operation with the Services. Wassa declines all responsibility for the disclosure, modification or deletion of Your Data due to the access by third-party Application providers.

ARTICLE 5 – INSURANCE

Each Party declares that it is insured for its civil liability with a reputable solvent company though an insurance coverage to guarantee each Party against the pecuniary consequences of its civil liability, in the case where it was to be sought because of physical injuries, material and immaterial damage caused during the execution of the Services. Each Party undertakes to maintain this coverage during the duration of the execution of the Services.

ARTICLE 6 – PROPRIETARY RIGHTS

6.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, Wassa retains all rights, title and interest in the Services, including all intellectual property rights. You are not granted any rights hereunder other than those expressly set forth therein.

6.2 Restrictions

You agree

- (i) not to create derivative works of the Services,

- (ii) not to copy or reproduce in any frames or mirror sites any part or content of the Services,
- (iii) not to reverse the engineering service,
- (iv) not to access the Services to build a competing product or service or to copy any features, functions or any graphic attributes of the Services.

6.3 Proprietary Rights of Your Data

You hold exclusively all rights, securities and interests in all Your Data.

6.4 Suggestions

Wassa has a worldwide licence, perpetual, transferable, with right of subcontract licence to use or incorporate with all suggested services, features improvement, recommendations or any other feedback emanate from you, including the Users, relatively with respect to the operation of the Services.

ARTICLE 7 – CONFIDENTIALITY

7.1 Confidential information

For the purposes hereof, "Confidential Information" shall mean all confidential information disclosed orally or in written by one Party (the "Issuing Party") to the other Party (the "Receiving Party"), which is designated as such or whose nature and circumstances of disclosure should reasonably be regarded as confidential. Your Data is Your Confidential Information; the Services constitute Wassa's Confidential Information.

The Confidential Information of each Party includes the provisions of this Agreement and all Purchase Orders, as well as business and marketing plans, technical or technological information, product plans, designs and business processes disclosed by her. However, the Confidential Information (other than Your Data) does not include any information that (i) is or is in the public domain without breach of any obligation to the Issuing Party, (ii) was known to the Receiving Party prior to its release by the issuing Party without breach of any obligation with respect to it, (iii) is communicated by a third-party without breach of an obligation to the issuing Party or (iv) has been independently developed by the Receiving Party.

7.2 Protection of confidential information



Without the written consent of the issuing Party, the Receiving Party undertakes (i) to take precautions equivalent to those it takes to preserve the confidentiality of its own confidential information of a similar nature (but in all case, reasonable adequate precautions) to ensure that the Confidential Information of the Issuing Party is not disclosed or used for purposes other than those provided for in this Agreement and (ii) to limit access to Confidential Information of the Issuing Party to its employees, contractors and attendants who need to access them for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party providing for protections at least as strict as those provided for herein.

7.3 Protection of Your Data

Your data is processed in compliance with the Data Processing Agreement in Appendix III.

7.4 Mandatory Disclosure

The Receiving Party may disclose Confidential Information of the Issuing Party if required to do so by law, subject to prior notification to the Issuing Party (to the extent permitted by law) and reasonable assistance, at the expense of the issuing Party, if the latter wish to contesting the disclosure. If the Receiving Party is required by law to disclose Confidential Information of the Issuing Party in a civil proceeding to which the Issuing Party is party, and the Party does not dispute disclosure, it will reimburse the Receiving Party the costs reasonably incurred by the latter to collect such Confidential Information and to allow secure access to it.

7.5 Commercial Communication

The Parties mutually agree to state the name of the other Party, a summary description of the concerned project by the Services in relation to their commercial communication with third parties and reproduce their respective logos for this purpose.

ARTICLE 8. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for lost profits or loss of turnover or consequential, incidental, consequential, punitive or consequential damages, regardless of the basis, whether contractual, tort or otherwise, and that the Party has been informed or aware of the possibility of such damages.

ARTICLE 9. NON-COMPETITION

For the entire duration of the Services, including during trial periods, and for a period of five (5) years for any reason, You irrevocably undertake not to, directly or indirectly, for the entire Territory and any country of the European Union, to act in or participate in any form of this activity, a competing activity to that of Wassa, or a development of competing Services.

ARTICLE 10. DURATION, TERMINATION AND END OF CONTRACT

10.1 Duration of Contract

This following agreement takes effect on the “start date of the services” specified in the quotation and can be terminated with all rights by sending a registered letter with acknowledgment of receipt to the address of the head office of Wassa.

The termination takes effect at the end of the current subscription period upon receipt of the notice of termination is received before the fifth day of the month of termination of subscription; if this is not the case, the subscription will be automatically renewed for an identical period. Reversibility benefits will be implemented in accordance with Article 10.4.

10.2 Termination for just cause

Each Party shall have cause to terminate this Agreement: (i) if upon written notice to the other Party of a material breach, the termination of the thirty (30) day period is not remedied; (ii) if the other Party is the subject of an insolvency or other insolvency proceeding relating to a termination of payment, administration, liquidation or assignment to creditors.

Reversibility benefits will be implemented in accordance with Article 10.4.

10.3. Refund or payment upon termination

In the event of a reasoned cancellation by You, Wassa will refund all prepaid fees covering the duration of the remaining subscriptions after the effective date of termination (in article 10.1). In the event of a reasoned termination by Wassa, You pay all outstanding fees for the remaining term until the last day of the current month on the date of termination. Under no circumstances will a termination discharge Your obligation to pay all fees



that are entitled to Wassa for the period prior to the effective date of termination.

10.4. Reversibility / Restitution of Your Data

In the event of termination of the contractual relationship, for whatever reason, at Your request made within thirty (30) days from the effective date of the termination of a subscription to the subscribed Services, Wassa will provide you with a - under 5 working days after receipt of the request - to download all Your data as multiple csv files (comma-separated value). During this thirty-day period, Wassa has no obligation to retain or provide Your data and, unless legally restricted, Wassa will then erase all of your Data in its systems or otherwise in its possession or control.

10.5. Maintaining certain provisions

Articles 6 (Property Rights), 7 (Confidentiality), 8 (Limitation of Liability), 9 (Non-Competition), 10.3 (Refund or Payment upon Termination), 10.4 (Reversibility / Restitution of Your Data), 11 (Fees and Payments for Subscribed Services), 12 (Applicable Law - Jurisdiction) and 14 (General Provisions) will remain in force after the termination or expiration of this Agreement.

ARTICLE 11. FEES AND PAYMENT OF SERVICES SUBSCRIBED

11.1. User Fees

You agree to pay all fees established hereunder. Except as otherwise provided herein or in an Order Form,

- (i) Fees are converted and payable in euros
- (ii) Fees are based on the purchased services and their actual use,
- (iii) the payment obligations are not reversible and the fees are not refundable.
- (i) Our fees are taxes exclusive.

The fees are divided into 3 categories:

- Installation fees that are calculated and invoiced at the beginning of services
- The hosting fees which are calculated per fixed period in the purchase order and which are checked on the first day of the period
- For the SaaS service, User fees that are calculated by monthly period from the first to the last day of each month based on the data processed during the period. These fees are invoiced at the beginning of the following month.

- For the SDK service, Installation fees that are calculated by monthly/yearly period from the first to the last day of each month/year. These fees are invoiced at the beginning of the period.

The pricing is described in annexe IV "Services & support pricing".

11.2. Billing and payment

Invoices are issued electronically: an email is sent to the contacts (Users) of Your company who have been designated as recipients and indicated to Wassa.

Invoices are payable upon receipt of invoice.

Wassa makes available to you the possibility of payment according to the following modalities:

- By bank transfer to the bank account of Wassa,
- By Credit card,

This means that no other method of payment is accepted by Wassa; in particular, payments by check will not be accepted.

For a bank transfer payment, Wassa provides you with its bank details to which the fees related to the Services subscribed are payable. The corresponding billing reference must be specified in the transfer description.

All bank charges (international bank transfer, exchange fees,...) are to be paid by the User.

11.3. Late charges

In the absence of payment of the amounts billed on the due date, these invoiced amounts may give rise to late payment interest, calculated by applying a rate equal to three times the legal rate to the outstanding balance, from the date on which the payment is due and up to the date of payment.

In addition, in accordance with the law (Law No. 2012-387, Article 121 and Decree No. 2012-1115), since January 1, 2013, a lump sum recovery of forty euros (€ 40) will be payable by any customer who does not respect the payment deadline.

11.4. Suspension of Services and Early Compliance

In the event of late payment of thirty (30) days or more of an amount due by You under this Agreement or any other contract relating to Our Services, Wassa may, without prejudice to its other rights and remedies, request You to fulfill your obligations of the unpaid fees under these contracts in advance so that all obligations will be



immediately due and payable and suspend the provision of the Services until full payment of the amounts involved. The collection costs may be fully charged.

ARTICLE 12. APPLICABLE LAW - JURISDICTIONAL COMPETENCE

This agreement is subject to French law. Any dispute or claim must be brought before the courts in the jurisdiction of the Court of Appeal of the headquarters of Wassa.

ARTICLE 13. ELECTION OF DOMICILE

For the performance of these agreements and its continuation, the Parties elect domicile in their respective registered headquarters.

ARTICLE 14. GENERAL PROVISIONS

14.1. Relations of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, mandate, employment or fiduciary relationship between the Parties.

14.2. Absence of third-party beneficiaries

No third-party is beneficiary of this Agreement.

14.3. Cumulative waiver and remedies

No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. Except as expressly provided herein. Except as expressly provided herein, the remedies provided herein are additional, and not exclusive, of any other remedies that may be available to a party in law or equity.

14.4. Severability

If any provision contained in this Agreement is found to be contrary to law by a court of competent jurisdiction, it shall be modified and interpreted by the court so as to best achieve the purposes of the original provision within the maximum limits permitted by law, and the other provisions of this Agreement will remain in effect.

14.5. Disposal

Neither Party may assign its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which will not be unreasonably withheld). Notwithstanding the foregoing, each of the Parties may assign this Agreement in its entirety without the prior consent of the other Party, to any of its affiliates or in connection with a merger, acquisition, reorganization or disposal of the all or substantially all of its assets not involving a direct competitor of the other party. The sole recourse to which one party may rely in connection with a proposed disposal of the other party in violation of this clause will be the termination of this Agreement if it so decides by written notice to the transferring party. In the event of termination of this nature, We will refund all prepaid fees covering the term of any subscriptions remaining after the effective date of termination.

Subject to the foregoing, this Agreement shall be binding and apply to the benefit of the parties and their respective successors and assigns.

14.6. Right of Use

In the event of the sale of its activities without being taken over by another company, Wassa undertakes to:

- Notify you at least three (3) months in advance. This notice allows you to anticipate and ensure a transition in management.
- Offer you the purchase of the sources of the software object of the Services in its latest version for an amount of 36 months (3 years) multiplied by the average amount of the last 6 monthly subscriptions.

Your Company

Name _____

Title _____

Date _____

Signature



Append I

Quality Chart

Wassa, hereinafter referred to as "the Service Provider".

Wassa is committed to respecting the Quality Chart and in particular the following points which are the guarantee of the quality of its service, namely:

AVAILABILITY

Wassa undertakes to set up effective controls to provide reasonable assurance that the Customer may access and use the Services concerned at the times specified in the Agreement. Wassa has implemented a redundant system that allows uninterrupted service. In case of non-compliance during one month of the availability commitments (98%), the following penalties will be applied: 1% of the total monthly price, excluding taxes, per unit of one hour of unavailability, up to a limit of 100% of the total monthly price excluding VAT. The amount of the penalties will be deducted from the fees of the subscription of the Solutions.

LOCATION OF DATA

Wassa hosts services and data on servers all located in European Union.

SECURITY AND CONFIDENTIALITY

The Service Provider works to secure the access and use of the Solutions, taking into account the protocols, in accordance with the practices in this area.

The Service Provider has set up effective safeguards against unauthorized physical and electronic access to the Service Provider's operating systems and applications, as well as to the confidential information of the Clients to provide reasonable assurance that access to the systems and Client Data is limited to authorized persons and that the confidential information of Clients is protected against any use not in accordance with their use.

INTEGRITY

The Service Provider undertakes to set up effective controls to provide reasonable assurance that the applications made available to Clients process the Data entrusted to it without risk of omission, alteration, deformation or any other form of anomaly which may affect the integrity of the results of these applications and that the treatments are in accordance with the legal regulations applicable to them, and that the Data and treatments are accessible for external controls and audits that could be carried out. Processing integrity extends to any component of the system and to all phases of processing (data entry, transmission, processing, storage, and output). These controls consist of process consistency checks, anomaly detection and management, as well as User information regarding any associated risk of nonconformity.



Annexe II

Support and Management of Specific Requests

SUPPORT INCLUDED IN SAAS SUBSCRIPTION

As part of the application subscription to WIS, support is provided to all users to whom the right to open tickets is given via the application rights. Two types of tickets can be opened with the support with follow-up e-mail and telephone call:

- Anomaly
- Question

CASE OF A SPECIFIC REQUEST

If a screen, a document template, or a chart is to add or customize for your business:

1. The request is to be made by the traditional process of opening a ticket to support in the form of Question or by getting closer to your Account Manager.
2. We receive your request.
3. If it is a real specific request (subject not already treated in the application or not already planned

in roadmap), we analyze your need by possibly asking you for details (specifications).

4. Then we show you the workload, a delivery date and a flat rate for the realization.
5. You must give us your agreement by replying to the ticket concerned (if the initial request was made in a ticket) or by validating the commercial proposal that would have been issued to you.
6. This validation triggers the "order" of the specific development that will be integrated into your WIS environment.
7. We then deliver you the realization.
8. You validate the realization.
9. You will be charged at the end of the delivery month.

MAINTENANCE OF SPECIFIC REQUESTS

Specific Requests made for a WIS environment can be maintained just like the application itself. This maintenance is the subject of a specific contract.



Annexe III

Data processing agreement

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") between Wassa (the "Data Processor") and the Company

(together as the "Parties")

WHEREAS

- (A) The Company acts as a Data Controller.
- (B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

- 1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;
- 1.1.2 "Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;
- 1.1.3 "Contracted Processor" means a Subprocessor;
- 1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "Service" means on if the WIS services Wassa provides.

1.1.10 "Services" means the WIS services Wassa provides.

1.1.11 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and



2.1.2 not Process Company Personal Data other than on the relevant Company's documented instructions.

2.2 The Company instructs Processor to process Company Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.



9.2 Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This agreement is subject to French law. Any dispute or claim must be brought before the courts in the jurisdiction of the Court of Appeal of the headquarters of Wassa.

14. Methods of data processing

14.1 Personal Data is processed by computer software and algorithms in order to provide the execution of the Services.

14.2 Personal Data may be processed by humans upon request of the Company or to maintain a proper state of operation.

15. Conservation of data

15.1 Unless stated otherwise, Personal Data is stored for 7 days after the execution of a Service. After 7 days, the Personal Data is automatically and permanently deleted from Wassa storage.

15.2 Upon request of the Company and after a proper agreement has been signed between the Parties, Wassa may store Personal data for an extended time.

16. Description of data

16.1 Unless stated otherwise, Personal Data processed by the Services include the files sent by the Company for the execution of the Services.

16.2 Personal Data processed by the "Identification" Service includes a computer-generated hash of the files sent by the Company.



Annexe IV

Services & support pricing

1 - Pricing / API & platform plan

The pricing is based on the data consumption and is charged on a monthly base. The following pricing applies:

Pictures		Videos	
Consumption (per month)	Pricing (€/MB)	Consumption (per month)	Pricing (€/MB)
0 MB – 50 MB	0,1 €	0 MB – 1 GB	0,02 €
50 MB – 1 GB	0,05 €	1 GB – 100 GB	0,015 €
1 GB – 10 GB	0,03 €	Over 100 GB	0,01 €
Over 10GB	0,02 €		

2 - Pricing / Mobile SDK plan

The pricing depends of the OS version (iOS and/or Android) and is charged on a yearly base. This pricing allows an unlimited use during the period. The following pricing applies:

Mobile SDK	
iOS SDK (€/year)	Android SDK (€/year)
1 500 €	1 500 €

3 - Pricing / Support

While choosing a service plan, the Client also have to choose a support plan. Each support plan offers specific features and is charged on a monthly base. By default, the chosen plan is the basic plan. The following pricing applies:

	Basic	Standard	Premium
Pricing (€ / month)	0 €	15 €	50 €
Videos & pictures	Yes	Yes	Yes
Online documentation	Yes	Yes	Yes
Access to updates & new services	Yes	Yes	Yes
24/7 bug reporting	Yes	Yes	Yes
Guaranteed response time	No	Yes (< 12 hours)	Yes (< 6 hours)
Hotline	No	No	Yes (Mon-Fri 09:00 am – 06:00 pm 5GMT+1)
Dedicated assistance	No	No	Yes