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Filigran Cloud Service Agreement

This Agreement will govern the rights and obligations of Filigran (a French company “société par actions simplifiée”, having its registered office at 66 avenue des Champs Elysées, 75008 PARIS, FRANCE, RCS number 901 384 479) and Customer (as described in the Order) regarding the Cloud Services, as defined below. This Agreement becomes effective upon electronic signature of the Order.

1 – DEFINITIONS

- 1.1 “Affiliate”** means any entity that, directly or indirectly, controls, is controlled by, or is under common control with Customer. The term “control” means the ownership of more than 50% of the voting rights or other ownership interests enabling influence over the activities of the respective entity.
- 1.2 “Cloud Services”** means the hosted, SaaS-based service offered by Filigran, consisting of providing remote access to the Software, including Support Services of the Software.
- 1.3 “Customer”** means the person or entity whose authorized agent has ordered Cloud Services from Filigran or from an authorized distributor or reseller.
- 1.4 “Documentation”** means the official user or operator documentation for the Software generally made available to all Software users, whether in printed or electronic form, as may be updated from time to time by Filigran. Such Documentation describes the functionality of the Software (and each component thereof).
- 1.5 “Emergency Maintenance”** means the downtime of the Cloud Services outside of Scheduled Downtime periods due to the application of urgent patches or fixes, or other urgent maintenance, to be applied as soon as possible.
- 1.6 “Infrastructure”** means the IT system, managed by Filigran’s subcontractor, on which the Software is hosted.
- 1.7 “Maintenance Release”** means a generally available release of the Software that (i) provides maintenance corrections or fixes only, and (ii) is designated by Filigran by means of a change in the digit to the right of the second decimal point (e.g. Software 4.0.1 >> Software 4.0.2).
- 1.8 “Maintenance Services”** means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.
- 1.9 “Major Release”** means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by Filigran by means of a change in the digit to the left of the first decimal point (e.g., Software 4.0 >> Software 5.0).
- 1.10 “Minor Release”** means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by Filigran by means of a change in the digit to the right of the decimal point (e.g., Software 4.0 >> Software 4.1).
- 1.11 “Modified Code”** means any modification, addition and/or development of code scripts, made by Customer or a third-party without Filigran’s prior and express consent, deviating from the official release of the Software as developed by Filigran for production deployment or use. Configuration of Software options which are intended to be altered is not considered a modification of the Software.
- 1.12 “Non-Conformity” or “Non-Conformities”** means a failure in the Software to operate substantially in accordance with the applicable Documentation.
- 1.13 “Order”** means Filigran’s offer electronically signed (or otherwise agreed upon) by Customer.
- 1.14 “Opening Hours”** means from 8 AM to 6 PM every day, excluding holidays and non-business days, in effect within the region of Customer’s place of business.

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1.15 “SaaS” (Software as a Service) refers to the provision for use of the Software “as a service”, remotely via an Internet connection through an Internet browser.

1.16 “Scheduled Downtime” means any temporary downtime of the Cloud Services during the following time slots: (i) 12:00 a.m. to 7:00 a.m. (CET) on Saturdays, (ii) 12:00 a.m. to 11:00 a.m. (CET) on Sundays, or any other time slot agreed upon with the Client.

1.17 “Service Level” means the Cloud Services package purchased by Customer, as set out in the Order.

1.18 “Services Period” means the period for which Customer has purchased the Cloud Services, as specified in the Order, and any subsequent renewal periods and will commence on the date of purchase of the Cloud Services.

1.19 “Service Request” means any written request for any Cloud Services by a Customer.

1.20 “Severity” is a measure of the impact a Non-Conformity or issue, as reported in a Service Request, has on the use of the Software, as determined by Filigran.

1.21 “Severity One” or “Severity-1” means Customer’s production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer’s mission critical data is at a significant risk of loss or corruption; or (ii) Customer has had a substantial loss of service.

1.22 “Severity Two” or “Severity-2” means that major functionality is severely impaired such that: (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected and a temporary workaround is available; or (ii) a major milestone is at risk, ongoing and incremental installations are affected, and a temporary workaround is available.

1.23 “Severity Three” or “Severity-3” means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

1.24 “Severity Four” or “Severity-4” means (i) general usage questions and cosmetic issues, including errors in the Documentation, and (ii) cases opened via email for Filigran Software.

1.25 “Software” means the software product(s) identified in the Order.

1.26 “Subscription Fees” means the annual fees paid by Customer to Filigran for Cloud Services, as specified in the Order.

1.27 “Support Services” means Maintenance Services and Technical Support.

1.28 “System Availability” means the percentage of total time during which the Cloud Services are available to Customer, excluding Scheduled Downtime and Emergency Maintenance.

1.29 “Technical Support” means the provision of telephone or web-based technical assistance by Filigran to Customer’s technical contact(s) with respect to Service Requests, at the corresponding Service Level purchased by Customer.

1.30 “Third Party Products” means any software or hardware that (i) is manufactured by a party other than Filigran and (ii) has not been incorporated into the Software by Filigran.

2 – CLOUD SERVICES TERMS

2.1 Installation. The Software is installed, runs, and remains hosted on the Infrastructure. No copies of the Software may be provided to Customer in any format or on any medium. If stipulated in the Order, Filigran will provide Customer with installation services, that include assisting Customer in configuring the Software, adjusting its settings, and getting started with the Software.

2.2 Provision of Cloud Services. Subject to the terms of this Agreement and to Customer’s full payment of the Subscription Fees, Filigran will, during the Services Period, provide Customer with Cloud Services at the Service Level purchased.

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Filigran grants to Customer the right to use the Software remotely, in SaaS mode, under the terms of the Enterprise Edition License, available at <https://github.com/OpenCTI-Platform/opencti/blob/master/LICENSE> or <https://github.com/OpenBAS-Platform/openbas/blob/master/LICENSE> depending on the ordered Software.

2.3 Support Services. As part of the Cloud Services, and subject to the terms of this Agreement and to Customer's full payment of the Subscription Fees, Filigran will, during the Services Period, provide Customer with Support Services in English and French at the applicable Service Level. The Service Level (Standard or Premium) selected by Customer is mentioned in the Order. The Support Services cover the Software, as well as the connectors developed by Filigran, as listed at <https://integrations.opencti.io> and/or <https://integrations.openbas.io> (depending on the products set out in the Order).

Customer may access Support Services by connecting to <https://support.filigran.io>

Response Time and SLAs. Filigran guarantees specific response times and SLAs depending on the Service Level elected by the Customer:

Severity Level	Standard Response Time	Premium Response Time (24/7)
Severity-4	24 Opening Hours	12 hours
Severity-3	24 Opening Hours	12 hours
Severity-2	4 Opening Hours	2 hours
Severity-1	4 Opening Hours	2 hours

2.4 Subscription Requirements.

- (a) Customer must subscribe to and/or renew Cloud Services at the same Service Level for all of the Software in a given environment (e.g., Test, Development, QA, and Production).
- (b) Except as otherwise provided in the applicable price list, the minimum term for any Cloud Services offering is one (1) year.
- (c) Customer shall subscribe to Cloud Services for each environment in which the Software is intended to be used, as mentioned in the Order. If Customer intends to install the Software on several environments, for example for several Affiliates, Customer must subscribe to Cloud Services for each environment. Additionally, if Customer does not use the Software for its own needs but for the needs of its customers, Cloud Services must be purchased for each of its own customers.

2.5 Exclusions.

- (a) Support Services do not cover problems caused by the following: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; (ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation; (iii) Third Party Products, other than the interface of the Software with the Third Party Products; (iv) Modified Code; (vi) any customized deliverables created by Filigran specifically for Customer as part of consulting services; or (viii) use of the Software with unsupported tools (e.g., NodeJS unsupported version, Python unsupported version, APIs, interfaces, or data formats other than those included with the Software and supported as set forth in the Documentation).

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For any issue not covered by Technical Support, Customer may request assistance from Filigran for such problems, for an additional fee.

(b) If Filigran suspects that a reported problem may be related to Modified Code, Filigran may, in its sole discretion: (i) request that the Modified Code be removed and/ or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging Filigran's consulting services group for an additional fee.

2.6 Customer Responsibilities. Filigran's obligations regarding Cloud Services are subject to the following:

- (a) Customer will promptly report to Filigran all problems with the Software. Filigran will implement any corrective procedures reasonably promptly upon receipt of the request.
- (b) Customer will provide Filigran with all information, access, and full good faith cooperation reasonably necessary to facilitate the provision of the Cloud Services, and will do anything that is identified in the relevant Order as the Customer's responsibility. Customer's failure or delay in its performance of any of the foregoing relieves Filigran of its obligations under this Agreement to the extent that such obligations are dependent upon Customer's performance.
- (c) Customer will provide Filigran a list of contacts (including name, email address, and phone number) of those individuals authorized to open Service Requests on Customer's behalf. This list of contacts may be updated, as long as Customer provides Filigran with the above-mentioned information for each new contact. These authorized contacts must have the access and authority to administer or configure the Software as required by the nature of the Service Request. Filigran does not provide support directly to all the users of the Software, but only to these authorized contacts.
- (d) Customer is solely responsible for the use of the Software by its personnel and will properly train its personnel in the use and application of the Software.
- (e) Customer is responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Software, including, without limitation, computers, computer operating systems, data storage, network devices, and web browsers.

3 – SUBSCRIPTION FEES

3.1 Subscription Fees are invoiced on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Subscription Fees are non-refundable.

3.2 If an existing On-Premise Customer wishes to migrate to Cloud Services, Filigran may assist with the migration, subject to the payment of additional fees. In such cases, the Customer must upgrade to the latest available Minor Release or current Major Release of the Software.

3.3 Payment Terms. Subscription Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer will pay or reimburse Filigran for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on Filigran's net income). All invoices issued hereunder by Filigran are due and payable within thirty (30) days of the date of the invoice. In case of late payment, without prejudice to any other rights or remedies available, Filigran reserves the right to request payment of a late payment charge, in addition to the principal amount owed, calculated at a rate equal to three (3) times the legal interest rate, to be made no later than eight (8) days after a formal notice sent by registered letter with acknowledgement of receipt which has remained without effect, as well as a lump sum indemnity of 40 euros for recovery costs (provided for by article D. 441-5 of the French Commercial Code). If payment of any Subscription Fee is overdue, Filigran may also suspend performance of the Cloud Services until the delinquency is corrected.

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4 – TERM AND TERMINATION

4.1 Customer may renew the Service Period for a one (1) year term. Subsequent Subscription Fees shall be charged at Filigran's then current standard rates. Within sixty (60) days prior to the expiration of the then current Service Period, Filigran shall provide Customer with written notice (which maybe in the form of an invoice) detailing the Subscription Fee for the subsequent renewal of such Service Period. If Customer does not renew prior to expiration of the initial Service Period, or fails to respond to the written notice, all Cloud Services will be terminated.

4.2 Cloud Services may be terminated by Filigran prior to the expiration of the Service Period upon the occurrence of any of the following events of default and the failure of Customer to cure such default within thirty (30) days after written notice of such default has been given by Filigran to Customer: (a) if any undisputed sum of money owed by Customer is not paid when due; (b) if any breach occurs under any confidentiality provisions; or (c) if any material breach by Customer occurs as to any other term hereof or any other agreement between Filigran and Customer.

4.3 In the event of any such default and the continuance thereof beyond the applicable cure period, Filigran shall have the option to terminate Cloud Services by giving written notice of termination to Customer. Upon such termination, all amounts owed by Customer and unpaid as of the date of such termination shall become immediately due and payable to Filigran.

4.4 Cloud Services may be terminated by Customer prior to the expiration of the Services Period in the event of a breach by Filigran of any warranty expressly set forth herein or a material breach by Filigran of any other term or condition hereof and Filigran fails to cure such breach within thirty (30) days after written notice of such breach is given by Customer to Filigran. In the event of any such default, Customer shall have the option to terminate Cloud Services by giving notice of termination to Filigran immediately and receive a refund of any prepaid Subscription Fees for that portion of the Services Period subsequent to such termination.

If either party goes into receivership, bankruptcy, or insolvency, or makes an assignment for the benefit of creditors, or ceases to operate its business, Cloud Services shall be immediately terminable by the other party by written notice, but without prejudice to any rights of the terminating party hereunder, such termination to be effective as of one day prior to such event.

4.5 Customer's payment obligations and any other provision hereof, which by its terms is intended to so survive, shall survive any expiration or termination of Cloud Services for any reason.

5. WARRANTIES, DISCLAIMERS, AND LIABILITY

5.1 Filigran warrants at least 99,98% System Availability over any calendar month. If Filigran fails to achieve 99,98% System Availability, Customer may claim the following penalties:

System Availability	Penalties
From 98% to 99.98%	10%
From 95% to 98%	25%
From 80% to 95%	50%
Below 80%	100%

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Should Filigran fail to achieve 80,00% System Availability, Customer shall have the right to terminate this Agreement for cause, in which case Filigran will refund to Customer any prepaid fees for the remainder of the term of the Agreement after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant monthly period.

5.2 Filigran warrants that Cloud Services will be provided in a professional manner consistent with industry standards. Filigran warrants and represents that (i) it has the authority to grant the license described in this Agreement, (ii) the Software will operate in substantial accordance with the Documentation applicable to the Software, and (iii) any service rendered by Filigran under this Agreement will be performed by qualified personnel. FILIGRAN DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT FILIGRAN WILL CORRECT ALL SOFTWARE ERRORS.

5.3 FILIGRAN'S OBLIGATIONS UNDER THIS AGREEMENT ARE OF A BEST-EFFORTS NATURE. FOR ANY BREACH OF THE ABOVE WARRANTIES, CUSTOMER'S EXCLUSIVE REMEDY AND FILIGRAN'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF FILIGRAN CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE SERVICES PERIOD AND RECOVER A PRORATED PORTION OF ANY SUBSCRIPTION FEES PREPAID TO FILIGRAN; OR (B) THE REPERFORMANCE OF THE DEFICIENT CLOUD SERVICES.

5.4 THE PARTIES HEREBY AGREE THAT FILIGRAN SHALL NOT BE HELD LIABLE FOR ANY DAMAGES SUFFERED BY THE CUSTOMER CONSISTING OF OR RESULTING IN A LOSS OF PROFITS, EVEN IF FILIGRAN WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES FURTHER AGREE THAT IF FILIGRAN IS FOUND LIABLE FOR ANY REASON WHATSOEVER, THE AMOUNT OF DAMAGES PAYABLE BY FILIGRAN SHALL UNDER NO CIRCUMSTANCES EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FILIGRAN UNDER THE AGREEMENT DURING THE CALENDAR YEAR IN PROGRESS AT THE TIME THE LEGAL ACTION IS BROUGHT. THIS LIABILITY LIMITATION IS THE RESULT OF THE RISK ALLOCATION, AS FREELY NEGOTIATED BETWEEN THE PARTIES, AND OF THE PRICES, AGREED UPON BETWEEN THEM, WHICH ARE A REFLECTION THEREOF. IT IS EXPRESSLY AGREED THAT THIS SECTION SHALL EXTEND BEYOND THE TERMINATION OR CANCELLATION OF THE AGREEMENT FOR ANY REASON WHATSOEVER.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. MISCELLANEOUS PROVISIONS

6.1 Confidentiality. Neither party will disclose any information, terms, conditions, and/or fee amounts, related to this Agreement or the Software, to any third party, unless required to do so by order of any court or governmental authority of competent jurisdiction.

6.2 Binding. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, permitted assigns, and legal representatives. Customer may not assign, sublicense, or otherwise transfer the Cloud Services. Filigran may assign the Agreement to any entity.

6.3 Language. This Agreement has been agreed to only in the English language. This English language version will control regardless of whether any translations of this Agreement have been prepared or exchanged. Customer acknowledges and represents that it has carefully reviewed this Agreement with the involvement and assistance of your employees, advisors, and/or legal counsel fluent in the English language, that it has consulted with local legal counsel and counsel competent to

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render advice with respect to transactions governed by the law applicable to this Agreement, that it has no questions regarding the meaning or effect of any of this Agreement's terms, and that it has obtained high-quality translations of this Agreement for use by Customer or any of Customer's team who are not fluent in the English language, with the understanding that Customer alone will bear the risk of any misunderstandings that may arise as a result of such translation. All communications in connection with this Agreement will be in the English language.

6.4 Notices to Filigran. Any notices to Filigran under this Agreement must be in writing and either delivered in person, sent by email, or sent by air courier to the address set forth below. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail, or two business (2) days after delivery to an air courier service or confirmation of email receipt.

FILIGRAN 66 avenue des Champs Elysées 75 008 PARIS FRANCE Email: contact@filigran.io

6.5 Choice of law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of France. This Agreement shall be interpreted in accordance with the commonly understood meaning of the words and phrases in France. **ALL JUDICIAL PROCEEDINGS REGARDING ANY DISPUTE AND/ OR CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE INITIATED IN COURTS SITTING IN NANTERRE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT IN ANY SUCH PROCEEDING.**

6.6 Attorneys' Fees. In the event of any legal action, or proceeding brought by either party against the other arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

6.7 Severability. If any of the parties' obligations under this Agreement are found by a court of competent jurisdiction to be illegal or unenforceable in any respect, such illegality or unenforceability will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law but shall not affect the other provisions of this Agreement, all of which shall remain enforceable in accordance with their terms.

6.8 No waiver. The parties shall not be deemed to waive any of their rights or remedies under this Agreement unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right or remedy under this agreement will be construed to be a waiver thereof. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of such right or remedy or any other right or remedy on any future occasion.

6.9 Data Protection. Within the scope of this Agreement and for the purposes of carrying out the Cloud Services provided by Filigran, Customer instructs Filigran to proceed in its name and on its behalf to the processing of personal data under the conditions defined in Filigran's privacy policy available at <https://filigran.io/privacy-policy/>.

The Parties undertake to respect, each for its own account, all the provisions applicable to them under the regulations relating to the protection of personal data, in particular the provisions of Law No. 78-17. amended relating to data processing, files and freedoms and those of Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th of April 2016, on the protection of individuals with regard to the processing of personal data and the free flow of such data.

As part of the Agreement, Filigran may be required to process personal data on behalf of Customer, as a "data processor" within the meaning of the above-mentioned regulation.

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This processing of personal data, the purpose and means of which are determined by Customer, are supported out by Filigran on behalf and exclusively on the instructions of Customer, who therefore declares to have the status of "data controller" within the meaning of the aforementioned regulation.

Customer declares that he is aware of his obligations as data controller, in particular his possible obligations to keep a register of his processing activities and to appoint a data protection officer, or even his obligations to inform in case of a data breach, performance of impact assessments relating to the protection of privacy, or prior consultation of the supervisory authority, it being specified that this list is not exhaustive and that it is up to Customer to get information and take the necessary steps to comply with the aforementioned regulations. Customer agrees to comply with these obligations. Filigran can in no way be held responsible for any breach by Customer of its obligations.

Customer especially declares to be aware that personal data can only be collected or processed in compliance with the regulations relating to the protection of personal data, in particular the provisions of Law No. 78-17 and the Regulations (EU) 2016/679 above. Consequently, Customer must inform the persons concerned of the processing of their data and must ensure, under his responsibility, that the processing of this data is based on a legal basis and that the persons concerned have, where applicable, given their consent. to the collection and processing of their data as well as their transfer to third parties. It is Customer's responsibility to inform the persons concerned of their rights over their data and of the methods of exercising these rights. Customer therefore warrants Filigran against any recourse by third parties regarding the processing, in the context of the Support Services, of personal data.

The description of the processing of personal data, carried out by Filigran as a data processor on behalf of and on the instruction of Customer is given in Filigran's privacy policy and is an integral part of this Agreement. Customer declares to be aware of it before entering into this Agreement and declares that the processing described is in accordance with the purposes and means of the processing that he has determined as data controller. The description of processing means: the object, duration, nature and purpose of processing, type of personal data, and categories of data subjects.

Filigran's designated data protection officer can be reached at: privacy@filigran.io

Filigran undertakes to respect the confidentiality of personal data processed under the Agreement.

Acting in its capacity as data processor, Filigran further undertakes to:

- a) process the personal data, under this Agreement, only for the purpose(s) for which it is subcontracted, and only on documented instructions from Customer, the data controller, including with regard to transfers of personal data to a third country or to an international organization, unless required to do so by Union or French law; in such case, Filigran shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorized to process personal data under the Agreement have committed to respect confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required under Article 32 of Regulation (EU) 2016/679, including:
 - implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
 - take measures to ensure that any natural person acting under its authority who has access to personal data does not process them, except on instructions from Customer, unless required to do so by Union or French law;
- d) if Filigran uses of one or more sub-processors, not to engage sub-processors without the prior written authorization, specific or general, of Customer;

Customer grants Filigran general authorization to subcontract the hosting of data entrusted to Filigran to a third party located within the European Union. Customer is informed that as of the date of the Agreement, this third-party hosting company is Amazon Web Services. Filigran will notify Customer of any planned changes regarding the replacement of this subcontractor or addition of any other subcontractor. Customer will then have the opportunity to object to such changes within ten (10) business days of notification;

Filigran

66 avenue des Champs Elysées
75 008 PARIS - FRANCE
Tel. +33 (0) 626.810.187

Contact

Email: contact@filigran.io
Site: <https://filigran.io>
Support: <https://support.filigran.io>

Legal

SAS au capital de 170 347. 52€
RCS Paris 901 384 479
TVA: FR59901384479

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Where a sub-processor is engaged by Filigran to carry out specific processing activities on behalf of Customer, to impose on such sub-processor the same data protection obligations as those set out in this Section, in particular with respect to providing sufficient guarantees to implement appropriate technical and organizational measures in such manner that the processing meets the requirements of the regulations relating to the protection of personal data;

- e) assist Customer, as far as possible, in fulfilling its obligation to respond to requests made by data subjects to exercise their rights (right of access, to rectification, to erasure and object, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision-making, including profiling). In the event that a data subject contacts Filigran directly to exercise its rights, Filigran will forward this request to Customer, upon receipt, by e-mail to the contact address indicated in the Order, or to any other address indicated by Customer;
- f) assist Customer in ensuring compliance with regulations relating to the protection of personal data, in particular the obligations set forth in Articles 32 to 36 of Regulation (EU) 2016/679, taking into account the nature of processing and the information available to Filigran, including assisting Customer, if necessary and upon request, in ensuring compliance with its obligations arising from the carrying out of data protection impact assessments and the prior consultation with the French National Commission for Information Technology and Civil Liberties (CNIL);
- g) at Customer's written request, delete or return all the personal data to Customer upon termination of the Agreement, and delete existing copies, unless Union or French law requires storage of the personal data;
- h) make available to Customer all information necessary to demonstrate compliance with the obligations set forth in this Section and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer. In this regard, Filigran will immediately inform Customer if, in its opinion, an instruction from Customer infringes the regulation relating to the protection of personal data.

In the event that Filigran becomes aware, within the scope of this Agreement, of a personal data breach, Filigran undertakes to notify Customer of such breach as soon as possible and to provide Customer with all information necessary to fulfil its obligations.

Filigran undertakes to ensure that persons authorized to participate, within the scope of this Agreement, in the processing of personal data are aware of and receive appropriate training regarding the protection of personal data.

Filigran declares that it keeps a record of all categories of processing activities carried out on behalf of Customer, containing:

- the name and contact details of the sub-processor(s) and, if applicable, the name and contact details of Customer's or sub-processor's representative and their data protection officer, if any;
- the categories of processing carried out on behalf of Customer;
- where applicable, transfers of personal data to a third country or to an international organization, including the identification of that third country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49(1) of Regulation (EU) 2016/679, the documentation of suitable safeguards;

where possible, a general description of the technical and organizational security measures referred to in Article 32(1) of Regulation (EU) 2016/679.

6.10 Force Majeure. In no event shall a party be liable to the other party for any delay or failure to perform its obligations under this Agreement (other than a failure to pay amounts owed), which delay or failure to perform is attributable to an event of force majeure or other causes beyond the control of such party and without the fault or negligence of the party claiming excusable delay.

6.11 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular and the singular the plural; (b) "or" has the inclusive meaning frequently identified with the

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phrase “and/or;” and (c) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation”. Any reference in this Agreement to any statute, rule, regulation, or agreement, including this Agreement, will be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

6.12 Modifications to the Agreement. Filigran may modify this Agreement at any time and at its own discretion. The modified terms are immediately applicable to all new Orders. For ongoing Cloud Services, Customer is notified by written notice of any changes to this Agreement and the modifications become effective thirty (30) days after receipt of the written notification. By continuing to use the Cloud Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. Customer may refuse the new terms and conditions by notifying Filigran within thirty (30) days from the notification of the modified terms. In this case, this Agreement will be terminated upon receipt by Filigran of Customer's notification, and Customer will immediately cease to benefit from the Cloud Services. Customer shall also be entitled to a prorated refund of the Annual Fees for the unused portion of the Service Period following termination.

6.13 Entire Agreement. This Agreement supersedes and terminates all prior written and oral agreements, proposals, promises, and representations of the parties with respect to the subject matter of this Agreement. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement of Customer, even though Filigran may have accepted or signed such document. Except in the case set out in Section 6.12, any terms or conditions in any amendment, addenda, or written order form that vary from, or add to, this Agreement shall be of no force and effect.

Filigran

66 avenue des Champs Elysées
75 008 PARIS - FRANCE
Tel. +33 (0) 626.810.187

Contact

Email: contact@filigran.io
Site: <https://filigran.io>
Support: <https://support.filigran.io>

Legal

SAS au capital de 170 347. 52€
RCS Paris 901 384 479
TVA: FR59901384479