

1. LEGAL INFORMATION

The Site and the Services are operated by the company ASSESSFIRST, a simplified joint stock company with a share capital of €79,116, whose head office is located at 10 RUE DE LA PAIX 75002 PARIS, registered in the Paris Trade and Companies Register under number 443 179 684, represented by ASSESSFIRST GROUP acting and having the necessary powers as president (hereinafter "**AssessFirst**").

AssessFirst's contact details are as follows:

- Postal address: 10, Rue de la Paix, 75002 Paris, France
- Email address: support@assessfirst.com

2. INTRODUCTION

The Site offers services enabling the Customer to assess the skills of Individuals by means of questionnaires, in particular as part of its talent management, and to enter into a relationship with them.

The Services are intended exclusively for Customers acting as professionals, to the exclusion of private individuals wishing to hire staff for their own needs.

The purpose of these general terms and conditions (hereinafter the "**Terms and Conditions**") is to define the terms and conditions for the implementation of the Site's Services, as well as the rights and obligations of the Parties in this context.

3. DEFINITIONS

The terms defined below will have the following meaning between the Parties:

"General Terms and Conditions of Use" refers to the terms and conditions relating to the use of the Site and Services that must be accepted by all Users, and that are available at the URL address <https://www.assessfirst.com/en/terms-of-use/>.

"Identifiers" refers to the elements placed under the exclusive control of the Customer enabling access to the Services and to a Personal Space.

"Individual" refers to any natural person using the Site's Services, in particular, but without limitation, as part of a personal process, a skills assessment, with a view to being hired by a Customer or as part of his or her development within the Customer's company.

"Integrator" means the service provider responsible for providing services enabling data to be shared between the Third-Party Solution used by the Customer and the Site.

"Order Form" means the document signed between AssessFirst and the Customer, or between a Partner and the Customer where applicable, that refers in particular to these general Terms and Conditions and that is ipso jure subject to their provisions by the sole reference made to it here.

"Partner" refers to the AssessFirst partner company responsible for billing the Customer's Subscription.

"Party(ies)" means AssessFirst and/or the Customer together.

"Personal Portal" means a virtual space in the form of web pages within the Site dedicated to the Customer and accessible via the "My Personal Portal" section.

"Services" refers to all of the Site's functionalities accessible to the Customer on the basis of their Subscription.

"Site" refers to the website published by AssessFirst, accessible online at the URL address <https://www.assessfirst.com>, and its sub-domains.

"Subscription" means the Customer's subscription paid to the Site that gives them access to the services. The subscription may be made online ("Online Subscription") or through AssessFirst or a Partner ("Corporate Subscription").

"Third-Party Solution" means any tool used by the Customer, such as an Applicant Tracking System, published by a third-party service provider and complying with the conditions of use agreed between the Customer and the third-party service provider.

"User" refers to any natural person who has an AssessFirst account and is acting on behalf of a Customer.

4. CONTRACTUAL DOCUMENTS

The contractual documents which are automatically binding on Customers are, in decreasing order of priority, the following:

- An Order Form, where applicable,
- These general Terms and Conditions of sale and their appendices.

These documents together form the "**Contract**". It is hereby stipulated that any order issued by the Customer as part of its own ordering process will be deemed to have been placed exclusively under the Terms and Conditions herein and will constitute acceptance of all of its terms.

The Customer's general Terms and Conditions of purchase, or any other unilateral element communicated or referred to by the Customer before or after the order for the Services, as well as any provision of an order from the Customer that complement/derogate from these Conditions are expressly rejected by the Parties.

In the event of a contradiction between the terms of the contractual documents, the documents will be applied in the order of priority indicated above. In the event of a contradiction between documents of the same type, the most recent documents will take precedence.

5. ACCEPTANCE AND ENFORCEABILITY

These Conditions are enforceable as soon as they have been accepted by the Customer, either:

- by signing the Order Form expressly mentioning these Conditions; or,
- via an online acceptance mechanism.

Customers are entitled to use the Services offered to them on the Site only upon full acceptance of these general Terms and Conditions. Any adhesion subject to restrictions shall be considered null and void if said restrictions are not the subject of an amendment signed by the Parties.

Customers who do not agree to be bound by the terms of the Terms and Conditions shall not use the Services.

AssessFirst reserves the right to make any changes to these Terms and Conditions that it deems necessary and useful, the most recent version of which will come into force upon notification by AssessFirst in accordance with the conditions set out in this section. AssessFirst will make its best effort to inform the Customer of the existence and entry into force of new Terms and Conditions by any means at its disposal (email, notification on the Site, online information, etc.). The Customer expressly accepts these methods of notification and waives the right to invoke the previous Terms and Conditions once valid notification has been given.

These Terms and Conditions can be accessed and printed at any time via a direct link at the bottom of the Site page. The Customer may access the archived General Terms and Conditions by sending a request by email to support@assessfirst.com.

The Terms and Conditions appearing online on the Site take precedence over any printed version from an earlier date. The Customer is therefore invited to consult them regularly.

Date of last update: 6 January 2025.

The Customer may cease to use the Services at any time but remains liable for any previous use.

6. SERVICES

Customers may benefit from the Services to which they have subscribed as part of their Subscription, as detailed under the terms of the Order Form, where applicable, in compliance with the Service Levels described in Appendix 1 hereto.

AssessFirst shall have sole discretion as to the methods of providing the Services, the technical means employed and the development of the Site's functionalities.

The Parties were able to exchange views before entering into the contract, ask questions and obtain answers enabling them to make their decision, and also to familiarize themselves with the contractual documents, and appreciate their terms and scope.

In this context, the Customer has unilaterally established the suitability of the Services for its specific needs after asking AssessFirst all relevant questions, and acknowledge its commitment.

7. FINANCIAL CONDITIONS

Certain Services are provided to the Customer under the financial terms specified in this section and in the applicable Order Form.

7.1. FREE DISCOVERY SUMMARY

AssessFirst allows the Customer to benefit, free of charge, from the delivery of the Discovery Summary, without any limit on the number of times and for as long as the Customer uses the Services.

7.2. FINANCIAL CONDITIONS FOR PAID SERVICES

Customers may benefit from the Services in return for payment of the Subscription price, in accordance with the provisions of article 7.2.2 of these Terms and Conditions.

7.2.1. Subscription Price

a. Prices

For Online Subscriptions, the price of the Subscription is indicated on the Site.

The price of Corporate Subscriptions is indicated in the Order Form.

Unless otherwise stated, the price is expressed in euros and does not include French taxes.

b. Evolution of commercial rates

Subscription prices may change depending on a number of criteria, particularly in the event of commercial operations. Customers will be informed of these changes by any written means (in particular by email) no later than:

- Two (2) months before the new rates come into force if the Subscription is annual or multi-year;
- Seven (7) days before the new rates come into force if the Subscription is monthly;

The new rates apply to the first Subscription renewal following their entry into force, i.e. at the end of the current commitment period.

The price applicable to the Customer will necessarily be the one in force at the date and time of the Customer's order, and the Parties acknowledge that they have no recourse in the event of a decrease or increase after the Subscription has been taken out.

AssessFirst reserves the right, at its own discretion and on terms to be determined by it alone, to offer promotional offers and/or price reductions.

c. Price indexation to the Syntec index

Unless otherwise stipulated in the applicable Order Form, the price of the Subscription, on an identical scope basis, will be automatically revised on each anniversary date of the Contract, i.e., at the end of each contractual year, in accordance with the formula set out below and within the limit of an annual increase of ten (10) percent.

Price adjustment formula: $P = P_o \times S / S_o$.

With: P = Revised price; P_o = Original price; S = New SYNTEC index; S_o = Original SYNTEC index.

This change will take place automatically on each anniversary date of the Contract, without prejudice to the option to revise the rates provided for in article 7.2.1 b of these Terms and Conditions.

7.2.2. Methods of Payment

a. Customers subscribed via AssessFirst

For Online Subscriptions, payment of the Subscription price is made by bank card or by direct debit from the Customer's bank account number (IBAN).

For Corporate Subscriptions, payment of the Subscription price is made by bank card or by direct debit from the Customer's bank account number (IBAN).

Cheques are not accepted.

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Payment by bank card or direct debit is made through a payment service provider which alone retains the Customer's bank details for this purpose. AssessFirst does not retain any bank details and any request made under the right of access must be addressed directly to the third-party bank service provider.

The price of the Subscription is due and payable on the day the Subscription is taken out, then monthly or annually for the duration of the Subscription, as well as on the anniversary date for each renewal.

The Customer guarantees AssessFirst that it has the necessary authorizations to use the chosen method of payment.

In the event of direct debit, the Customer undertakes to take the necessary steps to ensure that the Subscription price can be debited.

b. Customers subscribed via a Partner

The price of the Subscription is due and payable on the day the Subscription is taken out, in accordance with the methods described in the Order Form, and thereafter for the duration of the Subscription, as well as on the anniversary date for each renewal.

7.2.3. Delays and payment incidents

a. Customers subscribed via AssessFirst

The Customer is hereby informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically entail, without prejudice to the provisions of the article "Penalties for default" and after prior formal notice has remained without effect for fifteen (15) days:

- the immediate payment of all sums due by the Customer;
- the immediate suspension of active Services until full payment of all amounts owed by the Customer;
- without prior notice, the billing of late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, calculated and compounded daily, on the unpaid amounts due from the due date until payment.

In addition to this late payment interest, the Customer will be liable to pay compensation for collection costs equal to forty (40) Euros, in accordance with article L. 441-10 of the French Commercial Code.

b. Customers subscribed via a Partner

Customers are informed and expressly accept that any failure to pay and/or delay in payment by the Partner to AssessFirst is likely to result in the suspension of active Services until full payment of all amounts due and waives any liability action in this respect.

7.3. SUBSCRIPTION DURATION

The duration of the Subscription is indicated on the invoice and/or in the applicable Order Form.

The Subscription starts on the day it is taken out or on the Subscription start date indicated in the Order Form, where applicable, subject to payment of the price, for the period subscribed by the Customer (hereinafter: the "Initial Period"), from date to date.

The Subscription is then renewed by tacit renewal for successive periods of the same duration as the Initial Period (hereinafter referred to, together with the Initial Period, as the "Periods"), unless terminated via email by AssessFirst or by the Customer at the latest:

- One (1) month before the end of the current Subscription Period if the Subscription is annual or multi-year.
- One (1) day before the end of the current Subscription Period if the Subscription is monthly.

Where the Customer has taken out a Subscription via a Partner, the Contract shall be terminated via email, by AssessFirst or by the Customer, no later than one (1) month before the end of the current Subscription Period. If the Contract is terminated by the Customer, the Customer shall address said termination to the entity responsible for billing the Subscription.

Any Subscription Period that has already begun is due in full. Customers acknowledge that they may not claim any refund of some or all of the price for the current Period.

Subscription invoices are issued by AssessFirst and sent to the Customer by an appropriate means, except where the Customer has subscribed via a Partner.

Termination of the Subscription does not entail unsubscription from the Site. In specific, Customers may continue to use the free Services.

8. DELIVERY OF SERVICES

The Services to which the Customer has subscribed become available on the day of subscription, or on the Subscription start date indicated in the Order Form, where applicable, subject to full payment of the price.

AssessFirst then grants the Customer the right to use the Services in accordance with the Service Levels attached hereto. This right is non-transferable, non-exclusive and worldwide.

9. USE OF SERVICES

The Customer undertakes to use the Services in accordance with the Site's General Terms and Conditions of Use and these Terms and Conditions.

AssessFirst reserves the right to suspend, terminate or refuse access to or use of all or any part of the Services by the Customer, without breach of its obligations under these Terms and Conditions, if AssessFirst reasonably believes, at its sole discretion, that the Customer has accessed or used the Services in a manner that is inconsistent with the General Terms and Conditions of Use and/or these Terms and Conditions.

10. ASSESSFIRST'S COMMITMENTS

Throughout the term of the Contract, AssessFirst undertakes to maintain the compliance of the Services with these Terms and Conditions and the attached Service Levels on a best effort basis.

In specific, the information provided through the questionnaires and reports does not constitute a recommendation and is closely dependent on: (i) the quality of the job description provided by the Customer, and (ii) the Individual's involvement in completing the questionnaire.

The decision to hire or promote within the company belongs exclusively to the Customers and the Services are merely tools to assist in this decision and should not be considered otherwise. In this regard, Users shall remain solely responsible for their use of the information provided to them. AssessFirst cannot be held liable for how this information is used and the consequences that may arise, particularly in terms of any decisions that may be made and/or actions that may be taken on the basis of this information by the User.

AssessFirst is in no way liable for any exchanges and/or interactions between Customers and Individuals that take place outside the Site or the Services. When an Individual enters into a relationship with a Customer, or when a Customer enters into a relationship with an Individual, AssessFirst cannot be held liable for subsequent relationships between the Individual and the aforementioned Customer and, in particular, for the performance of the resulting contracts (employment contract, service contract, bonuses, etc.).

In any event, AssessFirst cannot guarantee the veracity of the information provided by the report, which is compiled from information provided by the Individual and the User. The results of the questionnaires depend on the information provided on a declarative basis by the Individual and AssessFirst cannot be held liable for any errors in any data of a dimensional nature or for any omissions by the Individual. AssessFirst, therefore, cannot be held for the consequences of any incorrect or incomplete information provided.

11. CUSTOMER'S COMMITMENTS

Without prejudice to the other obligations set out herein, the Customer expressly undertakes to comply with the following obligations.

Customers undertake to provide AssessFirst with all the information necessary for the proper performance of the Services and to ensure its accuracy and, more generally, to cooperate actively with AssessFirst with a view to the proper performance hereof.

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Customers acknowledge that they have familiarized themselves, on the Site, with the characteristics and constraints of the Services as a whole, particularly the technical aspects. They are solely responsible for their use of the Services.

By using the Site and Services, the Customer undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

Customers undertake to make strictly personal use of the Services. Consequently, Customers may not assign, grant or transfer to a third party any or all of their rights and/or obligations hereunder, or transfer to a third party, whether free of charge or in return for payment, the use or ownership of the questionnaires and reports and, more generally, any information communicated by AssessFirst in connection with the Services, except in the event the Customer must forward it to an end client.

Customers undertake not to hide the AssessFirst brand on questionnaires, reports or any other document issued by AssessFirst.

Customers undertake not to modify, disassemble, analyze, adapt or reproduce the Solution and its components, in particular the reports and questionnaires, except in situations provided for by law and/or when authorized by AssessFirst. Customers agree not to reproduce or use the framework, the logical sequence, the sequence of questions and the questionnaire questions themselves and not to re-use all or parts of them without the prior written authorization of AssessFirst.

When using the comments' function, Customers undertake to ensure the annotations are not inappropriate, subjective or insulting to the Individual. They acknowledge that they are solely responsible for the use of this feature and for the content of any comments they write. They also undertake not to provide any information constituting sensitive data within the meaning of the regulations on the protection of personal data.

The Customer undertakes to use the Services and the data extracted therefrom solely for the purposes of assessing the skills of Individuals, with a view to their recruitment, as part of their internal development, for the detection of growth potential, or for career guidance.

The Customer acknowledges that the Services offer an additional, non-alternative solution for assessing the skills of Individuals and that the Services offered on the Site are merely assistance tools intended for the Customer and may not be considered in any other way or replace any other means the Customer may have at their disposal to achieve the same objective. The decision to hire or promote internally belongs exclusively to the Customer, who acknowledges that AssessFirst accepts no liability for the Customer's decisions, particularly in the case of hiring or internal promotion.

Customers are also solely responsible for any relationships they may establish with Individuals and for the information they share with them in the context of the Services, and acknowledge that AssessFirst cannot be held liable in any way for exchanges or relationships between Customers and Individuals that take place outside the Site or the Services, nor is it a party to any contracts entered into between Customers and Individuals, and that AssessFirst cannot be held liable in this respect or be a party to any dispute whatsoever between Customers and Individuals.

The Customer undertakes to comply with the provisions of these General Terms and Conditions and to ensure that all its Users, employees, agents, service providers and subcontractors comply with them.

12. ASSESSFIRST'S GUARANTEE

12.1. GENERAL

AssessFirst warrants that the Services comply with the provisions of the Agreement, the uses for which they are intended and the laws and regulations in force.

In particular, AssessFirst warrants that the algorithm used in the technological Solution is not based on any discriminatory criteria, in accordance with the laws and regulations in force.

12.2. EXCLUSION WARRANTY

Each Party shall defend and indemnify the other Party (the "Indemnified Party") against any third-party claims, costs or damages that may be awarded by a final court decision or accepted by the Indemnifying Party in a settlement of such claims:

- (i) Where AssessFirst is the Indemnifying Party, any claim that a Service provided by AssessFirst to the Customer under this Agreement: (i) infringes any copyright or trademark registered or owned by the third party in question; (ii) infringes any patent of a third party existing on the date of delivery of the Service in

question in any country where the Services are provided; or (iii) constitutes misappropriation or unlawful disclosure or use of a trade secret of a third party, unless in any of these cases the claims are based on: modification or use by the Customer other than as permitted by the Terms and Conditions and Order Form; non-use by the Customer of corrections or enhancements made available by AssessFirst; combination by the Customer with any product, technology or information not supplied or approved by AssessFirst; distribution or use by the Customer for the benefit of third parties; AssessFirst's compliance with the Customer's specifications or requirements; or any third party product, Customer's liability or Customer's Intellectual Property; and

- (ii) Where the Customer is the Indemnifying Party, any claim that the Customer's Intellectual Property supplied to AssessFirst under the Agreement: (i) infringes a copyright or trademark held by the third party in question; (ii) infringes a third party patent existing on the date of delivery to AssessFirst or first use by AssessFirst in any country where the Customer Intellectual Property was supplied to or is being used by AssessFirst; or (iii) constitutes misappropriation or unlawful disclosure or use of the third party's trade secret.

The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim for indemnification and shall assure it of its reasonable cooperation and give it full authority to defend or settle the claim, provided that the settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent.

If a Service is, or appears to AssessFirst to be, considered to constitute an infringement, AssessFirst, at its expense, agrees to either: (a) grant Customer the right to continue using it; (b) replace it with a non-infringing equivalent; (c) modify it so as to make it non-infringing; or (d) order its return and reimburse the Customer for any amount paid for this Service. All appeals and/or actions of Customer's subsidiaries will be conducted exclusively, by centralizing the claims, between AssessFirst and Customer under this Agreement. The above compensation is the sole and exclusive remedy of the Parties under the exclusion guarantee.

13. MAINTENANCE AND UPDATES

AssessFirst shall make every effort to provide Users with an effective service. It undertakes to implement appropriate resources to keep the service operating optimally. In any event, AssessFirst remains the sole master of the technical means implemented for the maintenance of the Services.

AssessFirst reserves the right, without notice or compensation, to temporarily shut down the Site or access to the Services for the purposes of, but not limited to, carrying out updates, maintenance operations, modifications or changes to operational methods.

AssessFirst is not liable for damages of any kind that may result from these changes and/or temporary unavailability of the Site or the Services associated with it.

AssessFirst reserves the right to supplement or modify, at any time, the Site and the Services that are available in accordance with technological progress and will inform Customers by any means.

14. TECHNICAL SUPPORT

AssessFirst provides its Users with a Support service able to provide any and all information needed to use the Site, and to provide assistance in the event of technical problems under the conditions and Service Levels described in the appendix hereto.

AssessFirst shall make its best effort to provide a service that is accessible to all Users under optimal conditions.

AssessFirst cannot guarantee perfect technical compatibility of any extra features and services it offers within the Service framework, as their capacity to function properly depends on the software and hardware compatibility of the Users' IT equipment.

In the event a Customer encounters difficulties in accessing and/or using one of the Services offered by the Site, they may contact the Support service at any time, either:

- by email at support@assessfirst.com,
- or via the online chat on the Site.

The AssessFirst Support service does its best to respond as quickly as possible during its opening hours, Monday to Friday between 9:30 a.m. and 6 p.m. (CET).

15. INTELLECTUAL PROPERTY

These Terms and Conditions do not confer any transfer to the Customer of intellectual property rights of any kind over the property of AssessFirst.

Subject to full payment of the indicated price, AssessFirst grants the Customer, for the duration of the Subscription and worldwide, the right to use the Services in accordance with their intended purpose. This right is non-transferable and non-exclusive, and its price is included in the price of the Services.

All intellectual property rights, including, without limitation, patents, copyrights, know-how, trade secrets and other intellectual property rights relating to the Site, remain the exclusive property of AssessFirst and/or are assigned to it. Customer may not reverse engineer, disassemble or decompile, or attempt to discover or recreate the source code of the Solution.

Customer shall not engage in or permit any use, sublicensing or distribution of the Site, or any other activities not authorized by AssessFirst and these Terms and Conditions.

Each Party (or its licensors, if applicable) retains the intellectual property it owned prior to the effective date of the Contract and any intellectual property developed, licensed or acquired by or on behalf of a Party or its licensors during the term of the Contract, including modifications and derivative works relating thereto. The Customer does not obtain any rights in AssessFirst's pre-existing intellectual property other than the rights granted under this section.

16. CONFIDENTIALITY

Any information transmitted or gathered by AssessFirst in connection with use of the Site shall be deemed confidential in nature and subject to professional confidentiality. AssessFirst undertakes to communicate this information only to authorized recipients as identified in its Privacy Policy.

The Customer is informed that the Individual may, at their sole discretion, decide to share their data and results with other AssessFirst Customers, in accordance with the General Terms and Conditions of Use.

In any event, the Customer undertakes to keep confidential the information communicated by AssessFirst, including in particular the questionnaires, the reports and, more generally, all information concerning the Individual collected during the use of the Services (hereinafter the "Confidential Information"). This restriction does not apply to needs specific to the Customer's business, in compliance with applicable regulations, as well as these Terms and Conditions.

Each Party will protect the confidentiality of the other Party's Confidential Information in the same manner as it protects its own confidential information and, in any event, with reasonable due diligence.

Each Party will only use the other Party's Confidential Information for the purposes of carrying out their obligations under this Agreement and will restrict access to this Confidential Information to its collaborators (employees, subsidiaries, subcontractors) participating in the execution, reception or use of the Services, and provided the latter are bound by confidentiality obligations at least as protective as those of this Contract.

The provisions of these Terms and Conditions do not limit the use of information:

- Previously known to the Receiving Party and not subject to a confidentiality obligation;
- Developed independently by or for a Party without using the other Party's Confidential Information;
- Obtained by one Party from a third party who was not, to the knowledge of that Party, subject to a confidentiality obligation;
- Available to the public without breach of this Contract.

If a Party receives a subpoena for a valid judicial or administrative process requiring disclosure of the other Party's Confidential Information, it may comply to the extent required by law and, unless otherwise required by law, if prevented, shall inform the other Party as soon as possible and shall cooperate to a reasonable extent (at the request and expense of the other Party) to oppose such a request. The confidentiality obligations under this article will be valid for the duration of the Contract plus five (5) years.

17. DATA REVERSIBILITY

At the end of the Contract, at the Customer's request, AssessFirst may ensure reversibility of the Services under the following conditions and methods:

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AssessFirst will be able to return the following data to the Customer, securely, in CSV format:

- Data on the Site relating to the Customer;
- Data relating to the Customer's User accounts and data relating to recruitment campaigns;
- The questionnaire scores of Individuals who have accepted the connection with the Customer and whose account is still active at the end of the Contract.

The costs related to the return of data listed in this article are the responsibility of AssessFirst.

If the Customer wishes to obtain the restitution of data not listed or in a format other than described in this article, the Parties will agree in writing on the additional information requested by the Customer. The costs linked to the reversibility operations relating to this request will be the responsibility of the Customer.

18. PERSONAL DATA

AssessFirst applies the Privacy Policy accessible at the following link: <https://www.assessfirst.com/en/privacy-policy/>. The Customer is expressly advised to read it.

19. INTEGRATION WITH A THIRD-PARTY SOLUTION

Subject to prior agreement between AssessFirst and a Third-Party Solution, AssessFirst has the means and facilities necessary to provide the Customer with access to all or part of the Services via integration with the Third-Party Solution.

The Parties will cooperate fully to enable the integration between the Site interface and the Third-Party Solution interface and will respond to all reasonable requests for information regarding the progress of the agreed integration steps.

If the Customer accesses the Services via a Third-Party Solution, the Customer acknowledges and accepts that:

- AssessFirst does not control the operation of the platform, system or software of the Third Party Solution;
- The general conditions of use of the services of the Third-Party Solution are the subject of an agreement between the Customer and the publisher of the Third-Party Solution;
- AssessFirst is not liable for security beyond the point of integration or interconnectivity, nor for any loss or degradation of the Services caused by any modification to the interface of the Third-Party Solution.

Customers shall not interfere with or disrupt the integration API between AssessFirst and the Third-Party Solution and the servers or networks providing the API, or reverse engineer or attempt to extract the source code of the integration API of AssessFirst and cannot rely on a breach by AssessFirst, if applicable.

The Customer is solely responsible for obtaining the agreement, acceptance and compliance of the Integrator with the relevant obligations of this Contract, and those of this article in particular.

Where applicable, AssessFirst may set and enforce limits on the Customer's use of the AssessFirst API. If the Customer wishes to use the API beyond these limits, they must first obtain the written consent of AssessFirst, which shall be free to deny the request or to accept it subject to additional fees.

Upon termination of the Contract, the Customer must stop using the Services integrated into the Third-Party Solution.

20. PROHIBITED CONDUCT

The following are strictly prohibited: (i) any conduct likely to interrupt, suspend, slow down or prevent the proper functioning of the Site, (ii) any intrusions or attempted intrusions into AssessFirst systems, (iii) any misappropriation of system resources of the Site, (iv) any actions likely to impose a disproportionate load on the infrastructures of the latter, (v) any attacks on security and authentication measures, (vi) any acts likely to infringe the financial, commercial or moral rights and interests of AssessFirst or Individuals, (vii) any practice diverting the Site for purposes other than those for which it was designed and, finally and more generally, (viii) any breach of these general conditions, the General Terms and Conditions of Use and the laws and regulations in force.

21. SANCTIONS FOR BREACHES

In the event Customer breaches of any of the provisions of these Terms and Conditions or, more generally, an infringement of the laws and regulations in force, AssessFirst reserves the right to take any of the following due measures, which the Customer approves, and in particular to:

- suspend, delete or prevent Customer access to the Services, whether he/she is the perpetrator of the breach or offense or merely participated in it;
- delete any content posted on the Site;
- publish on the Site any informational message AssessFirst deems useful;
- notify any relevant authority;
- take any legal action.

22. LIABILITY

AssessFirst undertakes to provide the Services diligently and in accordance with standard practice, it being specified that it has a duty to exercise skill and care, to the exclusion of any duty of result, that the Customer expressly recognizes and accepts.

22.1. ASSESSFIRST'S LIABILITY DISCLAIMER

AssessFirst assumes no liability for any interruptions to or bugs in the Site. AssessFirst provides no guarantee, for all or part of the Site, relating specifically to possible direct or indirect damage arising from the use of the Site.

AssessFirst shall not be liable to the Customer for any losses suffered by the Customer resulting directly and/or indirectly from: (i) failures to execute by a Third-Party Solution, another third party or internet service provider, (ii) failures of Customer's equipment or of its employees' equipment, or (iii) AssessFirst's provision of planned upgrades or maintenance.

AssessFirst shall not be liable under any circumstances for indirect losses suffered by the Customer, including but not limited to reputational damage, loss of profit, revenues, stock value, information, business or use, whether or not the occurrence of such losses are likely or reasonably foreseeable.

22.2. ASSESSFIRST'S LIMITED LIABILITY DISCLAIMER

In any event, AssessFirst's total cumulative liability for all direct damages combined, whether material, commercial, financial or moral, concerning the Customer's claims arising from or in connection with the Contract, shall not exceed the total amount invoiced by AssessFirst to the Customer over the last twelve (12) months preceding the first claim or, in the event of a claim occurring during the first twelve (12) months of the Contract, the total amount payable by Contract for the first twelve (12) months.

AssessFirst's liability shall only be incurred if the Customer files a complaint, via registered letter with notice of receipt, within one (1) month following the occurrence of the loss.

The Customer guarantees AssessFirst against any complaints, claims, actions and/or demands whatsoever that AssessFirst may suffer as a result of the Customer's violation of any of its obligations or guarantees under these general Terms and Conditions.

The Customer undertakes to compensate AssessFirst for any damage it may suffer and to pay all costs, charges and/or penalties it may have to bear as a consequence.

This article shall survive the end of this contract, whatever the reason or grounds.

23. SECURITY

The Site is an automated data processing system.

AssessFirst makes its best efforts, in accordance with standard practice, to secure the Site against the risks incurred and the nature of the data processed in compliance with the service levels specified in Appendix 1 of these Terms and Conditions and in the Privacy Policy.

Customers are prohibited from fraudulent access or presence on the platform or any part thereof. They shall refrain from using any access method other than the interface provided by AssessFirst. If any such method is discovered

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or if the User inadvertently enters a restricted area, the User undertakes to inform AssessFirst without delay via email to the address support@assessfirst.com, so that the necessary measures can be taken.

The Customer is prohibited from deleting or modifying any data contained on the Site that they have not published themselves, and from fraudulently uploading data and/or altering the functioning of the Site. In particular, they shall take care not to introduce any viruses, malicious code or any other technologies harmful to the platform or the services it offers.

Any access and/or presence in a prohibited space shall be treated as fraudulent access and/or presence in an automated data processing system within the meaning of the provisions of the French Penal Code.

The Customer undertakes to treat as confidential any data that comes to their knowledge as a result of gaining such access to an unauthorized area, and therefore promises not to disclose it.

In particular, the Customer shall refrain from performing any operations intended to overload a page, any bounce operations and any operations that hamper or distort the platform's operation.

The Customer undertakes not to use any devices or software that would have the effect of disrupting the proper functioning of the Site.

The Customer undertakes not to take any actions that would impose a disproportionate load on the Site's infrastructure.

The Customer accepts the characteristics and limits of the internet. The Customer is aware that data circulating on the internet is not necessarily protected, especially against possible data breaches.

The Customer shall take appropriate measures to protect their own data and/or software from contamination by possible viruses on the internet network.

AssessFirst undertakes to implement all security measures described in Appendix 1 of these Terms and Conditions and in its Privacy Policy.

24. ADVERTISING

AssessFirst reserves the right to insert advertising or promotional messages on any page of the Site and in any communications with the Customer, in a form and under the conditions of which AssessFirst will be the sole judge.

25. THIRD-PARTY LINKS AND WEBSITES

The Site may mention links to other external sources. Since AssessFirst cannot control these external sources, it cannot be held liable for the content, products, services, advertisements, or elements available through these external sources. AssessFirst advises the User to read the conditions of use that may be available on said external sources.

AssessFirst shall not, under any circumstances, be held liable for the technical availability of websites and/or mobile applications operated by third parties (including its possible partners) that the Customer accesses via the Site.

AssessFirst assumes no liability for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own conditions of use.

AssessFirst is also not responsible for transactions between the Customer and any advertiser, professional or merchant (including any partners) to whom the Customer may be directed through the Site and shall not, under any circumstances, be a party to possible disputes with these third parties concerning, in particular, the delivery of products and/or services, the warranties, representations and any other obligations to which these third parties are bound.

26. UNPREDICTABILITY

The Parties agree to derogate from the provisions of article 1195 of the French Civil Code, expressly excluding any possibility of renegotiation or revision of the Contract, in the event the conditions of article 1195 are met.

Consequently, the Parties agree to take responsibility for the risks linked to unforeseen circumstances in the performance of their commitments and irrevocably waive the right to invoke, by action or by exception, any

unforeseeable change in circumstances that makes the performance of their commitments hereunder excessively onerous.

27. FORCE MAJEURE

In accordance with article 1218 of the French Civil Code, no Party may be held liable for failure to perform its contractual obligations if said failure is caused by force majeure.

In the first instance, cases of force majeure shall give rise to suspended execution of the Terms and Conditions. The hindered Party must notify the other Party, by any means, indicating the nature of the force majeure. As soon as the force majeure event ceases, the hindered Party shall resume performance of its duties and notify the other Party.

If force majeure persists for more than two (2) months, these Terms and Conditions shall be terminated automatically, as of right, without any legal formalities, notice or right to compensation of any kind. The hindered Party shall inform the other Party by any means as soon as possible.

Events normally interpreted by the case law of the French courts shall expressly be deemed to constitute cases of force majeure or fortuitous events.

28. CONVENTION OF PROOF

Acceptance of the Terms and Conditions in electronic format shall have the same probative value between the Parties as an agreement documented on paper.

The computerized registers kept on the Site's IT systems shall employ reasonable security measures and be deemed to constitute proof of communications between the Parties.

Contractual documents shall be archived on a reliable and permanent medium that can be produced as proof.

29. COMMERCIAL REFERENCES

The Customer expressly authorizes AssessFirst to cite them and to use - where applicable, for the entire duration of the Contract and for a period of two (2) years after its termination - the reproduction of their brand and/or logo as commercial references, in particular during demonstrations or events, in their commercial documents and on their website, in any form whatsoever.

30. ANTI-CORRUPTION

AssessFirst is committed to preventing and combating fraud and corruption. Therefore, AssessFirst ensures that it deals with third parties who themselves adhere to the applicable corruption laws and regulations in force.

Consequently, the Customer: (i) formally refrains from implementing any fraudulent or corrupt practices, in any form whatsoever, within the framework of its relations with AssessFirst; (ii) undertakes to take all reasonable measures to ensure that its directors, employees, subcontractors, agents and other third parties under its control comply with this obligation; (iii) undertakes to inform AssessFirst without delay of any conflict of interest or event that may come to its attention and which could result in it obtaining an undue advantage, whether financial or of any other nature, or more generally in the violation of any applicable regulation, in connection with its relations with AssessFirst.

Any breach of this article constitutes a breach of contract entitling the non-defaulting Party to suspend and/or terminate the Contract to the exclusive detriment of the defaulting Party.

31. CORPORATE SOCIAL RESPONSIBILITY

AssessFirst is committed to sustainable development. Within this framework, AssessFirst takes care to deal with third parties who adhere to the same regulatory standards. Therefore, the Parties declare to:

- Respect the Universal Declaration of Human Rights and the United Nations Convention on children's rights;
- Comply with applicable social legislation, including but not limited to International Labor Organization conventions (illegal work, child labor, forced labor, etc.);
- Refrain from any form of discrimination within their company and towards their suppliers and subcontractors;
- Comply with environmental protection regulations and implement actions to reduce their impact on the environment.

AssessFirst reserves the right to request proof that the Customer has complied with the provisions of this article.

Any breach of this article constitutes a breach of contract entitling the non-defaulting Party to suspend and/or terminate the Contract to the exclusive detriment of the defaulting Party.

32. GENERAL STIPULATIONS

The Parties agree to perform their obligations in absolute good faith.

If one or more provisions of these Terms and Conditions are held to be invalid or declared as such in application of a law or regulation, or according to a final decision by a competent court, the other stipulations shall retain their full effect and scope.

These Terms and Conditions express the Parties' obligations in their entirety.

33. LANGUAGE

In the event of a translation of these Terms and Conditions into one or more languages, the language of interpretation shall be English in the event of contradiction or dispute as to the meaning of a term or provision.

34. GOVERNING LAW - COMPETENT JURISDICTION

These Terms and Conditions shall be governed by French law.

In the event of any dispute concerning their validity, interpretation and/or performance, the Parties agree that the courts of Paris shall have exclusive jurisdiction, except in the event of mandatory procedural rules to the contrary.

35. ELECTRONIC SIGNATURE

In accordance with articles 1366 and 1367 of the French Civil Code, and when the Customer takes out a corporate subscription, the Parties agree that the electronic signature of the Contract is equivalent to a handwritten signature and expresses their agreement to comply with the Terms and Conditions hereof.

APPENDIX 1 - SERVICE LEVEL AND SAFETY AGREEMENT

The purpose of this Appendix is to define the levels of service and security to which AssessFirst commits in relation to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

For the interpretation of this Appendix, the terms listed below shall have the following meanings for the Parties:

"Agreement" means this Service Level Agreement.

"Apparent Problem" means a problem or non-conformity noted by the Customer and not yet recreated or noted by AssessFirst.

"Application" refers to all pay-based AssessFirst Services accessible by the Customer with a login and password.

"Availability" means the state of the Services where full functionality of the Application is accessible for normal use.

"Availability Failure" means the period during which AssessFirst fails to achieve the Availability Rate in any month.

"Contract" means the Contract entered into between Customer and AssessFirst.

"Error" means a bug, problem, defect or error in the current version of a Service and detected by AssessFirst and the Customer.

"Exceeding" means exceeding the resolution times mentioned in the "Service Levels" paragraph.

"Service" refers to the set of paid functionalities relating to the Customer account offered by AssessFirst in SaaS.

1.2. INTERPRETATION

All references to hours and days in this appendix are to be understood as working hours and days.

All deadlines in this appendix are to be understood as deadlines occurring on working days and hours.

2. AVAILABILITY

2.1. AVAILABILITY RATE

2.1.1. Commitment to Availability and Maintenance

AssessFirst is committed to an annual availability rate of 99.90%. This rate excludes scheduled maintenance and upgrades, as well as third-party system interruptions.

The following link allows customers to track the real-time availability of the Application: <https://assessfirst.statuspage.io/>. By clicking on "Subscribe to updates", the customer can be notified of planned maintenance operations.

In the event of a maintenance operation lasting more than 45 minutes, the customer will be notified at least 7 days in advance via the <https://assessfirst.statuspage.io/> page.

2.1.2. Backups and Data Loss Risk Management

As part of its commitment to security and reliability, AssessFirst has implemented a robust backup system for the database, including:

- Frequent incremental backups: The database is backed up every hour to an isolated and secure Vault in Europe, with data retention for 7 days.

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- Full back up: A full database backup is performed daily at 0:30 UTC. This backup is kept for 1 day on secure "hot" storage in France, then for 90 days on secure "long-term" storage in France.
- Duplication of full backups: Full backups are duplicated in Ireland, using the same time slots and retention times, to ensure full redundancy of our back-up services, which can be activated in the event of a complete loss of availability, so as to guarantee an effective and rapid recovery plan.

2.2. CREDIT FOR AVAILABILITY FAILURES

In the event of an Availability Failure, AssessFirst will grant the Customer a credit to be calculated as follows:

- for the second month of Availability Failure within a period of six (6) consecutive months, the Customer will be entitled to a credit of five percent (5%) of the monthly fees (calculated pro rata temporis of the applicable annual duration);
- from the third month of Availability Failure within a period of six consecutive months, the Customer will be entitled to a credit of ten percent (10%) of the monthly fees (calculated pro rata temporis of the applicable annual duration).

For each Availability Failure confirmed by the Supplier, the latter shall provide the Customer with an analysis of the main causes of the Failure and a description of the measures taken or to be taken in response.

AssessFirst is not responsible for any Availability Failures resulting from systems, networks, hardware or software over which it has no control, or from the Customer's use of the Services in a manner that deviates from the Contract.

3. SUPPORT

3.1. BASIC SUPPORT

Basic user support includes (but is not limited to):

- (i) the analysis and resolution of Apparent Problems directly related to the Services,
- (ii) responses to the Customer's requests for information.

AssessFirst shall provide ordinary user support to the customer by telephone and email during business hours (9:30 a.m. to 6:00 p.m. Central European Time).

3.2. EXCEPTIONAL SUPPORT

Exceptional user support occurs when the customer requests an analysis and resolution of apparent problems not directly related to the subscribed Services, such as server hardware, third-party software and network performance.

3.3. ERROR CORRECTION CONDITIONS

AssessFirst undertakes to correct the Error, provided that:

- (a) the error is not related to:
 - misuse of the Service, unless the Customer has been explicitly instructed by AssessFirst to do so; or
 - any operating system or environment, including interconnected software, networks, back-end databases, hardware and equipment, not provided by or approved by AssessFirst; and
- (b) the Customer cooperates reasonably to assist in correcting the Error, including the provision of a detailed description of the Error, the results of any tests performed by the Customer, available test scenarios and all necessary connections to AssessFirst.

4. PRIORITY, SERVICE AND OVERRUN LEVELS

4.1. PRIORITY LEVELS

Subject to article 3.3, AssessFirst will correct the Error in accordance with the following guidelines, at no additional cost to the Customer:

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	Impact	Description	Support
Priority 1	Blocking	Any Error that prevents general accessibility of a Service or any hardware component of a Service without an acceptable workaround or recovery procedures	must be reported and documented by phone or email
Priority 2	Moderate	Any Error resulting in a significant reduction in the performance of a Service, such as unpredictable or partial operation of the main components of a Service	may be reported and documented by telephone or email.
	Application degradation	Any Error resulting in a moderate drop in user productivity or degradation of response time performance, or causing the Application to operate irregularly, with a significant commercial impact for the Customer.	
Priority 3	Minimal	Any error other than a Priority 1 or Priority 2 error, such as a flaw in appearance or a change in the performance of a non-critical functionality.	may be reported and documented by telephone or email.

4.2. SERVICE LEVELS

	Processing time	Follow-up frequency	Final resolution period from date of acceptance
Priority 1	2 hours (phone or email)	Every 4 hours as long as the Error persists	1 day
Priority 2	4 hours (phone or email)	Every 24 hours as long as the Error persists	2 days
Priority 3	24 hours (email)	Once a week	7 days

Once responsibility has been taken for the Error, AssessFirst will classify the Error's priority level. This classification will be confirmed or refuted during the Error resolution follow-ups.

4.3. OVERRUN CREDITS

Overrun due to:	Credit for Overrun
Priority 1	1% of the annual amount paid by the Customer to the Supplier per day
Priority 2	0.5% of the annual amount paid by the Customer to the Supplier per day
Priority 3	N/A

For each Overrun confirmed by AssessFirst, AssessFirst will provide the Customer with an analysis of the main causes of the Overrun and a description of the measures taken or to be taken in response.

AssessFirst is not responsible for Overruns resulting from systems, networks, hardware or software over which it has no control, or from the Customer's use of the Service other than in accordance with the Contract.

Overrun and Availability Failure credits for the same Error are not cumulative.

5. SECURITY

5.1. TECHNICAL SAFETY MEASURES

- Authentication measures: (i) strong authentication with 2FA for companies; (ii) use of a unique identifier per user, (iii) compliance with CNIL recommendations for password management.
- Network security: (i) end-to-end HTTPS encrypted transmission between the server and third parties, (ii) functional division of the network into sub-networks to guarantee security: separation of test and production environments, (iii) access logging and incident management, (iv) logging of accesses, anomalies and security events, (v) use of a web firewall and regularly updated antivirus software, (vi) installation of vulnerability detection tools.
- Hosting and backup: (i) hosting provided by Amazon Web Services on ISO 27001-certified servers located in the EU, (ii) HTTPS encryption of backups during transfer, (iii) encryption of hosted and transferred data.
- Physical security measures: (i) access control (badges, locked doors and cupboards, retention of physical access for 45 days), (ii) 24/7 video surveillance, (iii) intruder alarm, (iv) fire alarm system.

5.2. ORGANIZATIONAL SAFETY MEASURES

- Employee management: (i) background checks, (ii) confidentiality obligations and IT charter for staff, (iii) authorization management with annual review, (iv) staff awareness of privacy risks.
- Compliance and data management: (i) appointment of a Data Protection Officer (DPO), (ii) regularly updated register of processing activities, (iii) outsourcing only to subcontractors offering sufficient guarantees, (iv) systematic verification of the compliance of subsequent subcontractors, (v) creation of a legal department dedicated to compliance.
- Incident management: (i) establishment of a procedure for safety events, (ii) training of personnel in the procedure, (iii) transmission of safety events to an emergency team, (iv) event analysis by a member of the emergency team, (v) information to all teams on the causes and consequences of the incident to prevent its recurrence, (vi) in-depth examination by the maintenance team, the departments concerned and in particular the legal and communications departments.
- Participation in security programs: (i) setting up a review system on YesWeHack to identify and reduce data security risks via an invitation, (ii) controlled access to source code.

5.3. OWASP COMPLIANCE

- A01:2021-Access control failure: AssessFirst implements strict access control policies, including two-factor authentication, appropriate session management and periodic access reviews. They also feature appropriate logging for all sensitive actions and access attempts.
- A02:2021-Cryptographic failures: AssessFirst uses secure SSL/TLS connections and data encryption to protect data in transit and at rest. They also adhere to strict password policies and manage cryptographic keys securely.
- A03:2021-Injection: the company's development processes include secure coding practices and vulnerability testing, which helps prevent injection vulnerabilities. They also follow the principle of least privilege to minimize potential damage.
- A04:2021-Conception Insecure: AssessFirst designs applications and processes with privacy and security in mind, following the principles of privacy by design and by default.
- A05:2021-Security Misconfiguration: AssessFirst maintains strict security configurations and reviews and updates them regularly. It also monitors for unauthorized modifications to system parameters.
- A06:2021-Vulnerable and obsolete components: AssessFirst is committed to keeping software components up-to-date and uses third-party security solutions to scan for vulnerabilities.

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- A07:2021 - Identification and authentication failures: AssessFirst implements appropriate identification and authentication measures, such as strong password policies, two-factor authentication and regular access reviews.
- A08:2021-Software and data integrity failures: AssessFirst has a robust backup and disaster recovery plan to protect and restore software and data in the event of failure.
- A09:2021-Deficiencies in security logging and monitoring: AssessFirst logs all sensitive events and ensures that the necessary information is present in the log entries. It also has a defined log retention period and an incident response procedure.
- A10:2021-Server-side request forgery: AssessFirst's security practices, such as secure coding and regular vulnerability testing, help prevent server-side request forgery vulnerabilities.