

Terms and Conditions



Effective date: 01/11/2021

1. Object

The company RampUp identified in the article "*Operator of the Solution and Services, contact*" ("**RampUp**") provides the software *HeyAxel* (the "**Solution**") which offers to its customers (the "**Super Administrators**") to allow their managers to have a virtual assistant integrated to the instant messaging tool of the company and which allows to interact with new employees in order to welcome them and improve their integration within the company

RampUp offers additional services to the provision of the Solution, described in the article "*Description of Services*" (the "**Services**").

The Solution and Services are accessible via a SaaS (*Software as a Service*) offer. The employees and new recruits who will be required to use the Solution will be referred to hereinafter as the "**Employees**".

The purpose of these general terms and conditions (the "**General Terms and Conditions**") is to define the terms and conditions of use of the Solution and the Services and to define the rights and obligations of the parties in this context.

Together with the quotation(s) (the "**Quotation**"), they constitute an indivisible contractual whole (the "**Contract**").

In case of contradiction, the provisions of the Quotation(s) shall prevail over these General Conditions. In the event of contradiction between different Quotations, the most recent document shall prevail over the oldest.

The Contract prevails over any other general or specific conditions not expressly agreed by RampUp.

2. Solution and Services Operator, contact

The Solution and the Services are operated by RampUp, SAS registered in the Créteil Trade and Companies Register under the number 840 545 180, whose registered office is located at 28 rue du Maréchal Juin 94700 Maisons-Alfort.

RampUp can be contacted at the following address: 28 rue du Maréchal Juin, 94700 Maisons-Alfort
Telephone: 0670406716
Email address : hello@heyaxel.com

3. Access to the Site and Services

3.1. Legal capacity

The Solution and the Services are accessible:

- Any natural person with full legal capacity to commit to these Terms and Conditions. A natural person who does not have full legal capacity may only access the Site and the Services with the agreement of his/her legal representative.
- Any legal entity acting through a natural person who has the legal capacity to contract in the name and on behalf of the legal entity.

3.2. Solutions and Services for Professionals

The Solution and Services are intended exclusively for professionals, understood as any natural or legal person carrying out a paid activity on a non-casual basis in all sectors of industry and commerce.

4. Ordering the Services and accepting the General Conditions

- 4.1. Prior to any realization of the Services, it is the responsibility of the Super Administrator to provide RampUp with useful information and documents to enable it to identify its needs and expectations. RampUp will establish on this basis one or more Quotations.
- 4.2. Unless otherwise stated, the Quotation issued by RampUp is valid for one month from its issuance. Failing validation by the Super Administrator, it will be null and void. The Super Administrator who wishes to order the Services must validate the corresponding Quotation within the above time limit, by any useful written means and in particular by email. This validation may be followed, if necessary, by the issuance of a purchase order by the Super Administrator, such purchase order not affecting the Contract as defined above.
- 4.3. Any validation of a Quotation, express or implied, implies full acceptance of the General Conditions, in their version in force at the date of the Quotation concerned. Any conditional acceptance is considered null and void. The Super Administrator who does not agree to be bound by these Terms and Conditions shall not order Services from RampUp.
- 4.4. In the event of a change in the initial Services or a new order, a new Quotation will be issued. The provisions of this new Quotation shall prevail over those of the old one. If not specified in the new Quotation, the commitment periods remain identical to the first Quotation.

5. Registration and access to the Solution

5.1. Registration to the Solution by the Super Administrator

- 5.1.1. Once the Quotation is signed by the Super Administrator, RampUp will intervene with the latter to install the Solution and to integrate the Solution with the instant messaging tool used within his company (i.e. Slack, Google Chat, Microsoft Teams) (the "**Workspace**").

The terms of intervention of RampUp for the installation of the Solution are specified in the Quote.

After the integration of the Solution to the Workspace, the Super Administrator will be able to identify himself on his Workspace. He will have to fill in the form to finalize his registration and provide all the information marked as mandatory. The Super Administrator acknowledges and accepts that his Workspace login credentials constitute his login credentials to the Solution. The registration of the Super Administrator on the Solution automatically leads to the opening of an account on the Solution (the "**Super Administrator Account**").

The Super Administrator warrants that all information provided in the registration form is accurate, current and truthful and is not misleading.

He undertakes to update this information in his Super Administrator Account in the event of changes, so that they always correspond to the above criteria.

The Super Administrator is informed and accepts that the information entered for the purpose of creating or updating his Super Administrator Account is proof of his identity. The information entered by the Super Administrator is binding upon validation.

The Super Administrator accesses the Solution via his Workspace.

The Super Administrator can access the Solution at any time after logging into his Workspace using his login details.

The Super Administrator undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he bears full responsibility.

5.2. **Access to the Solution and selection of Administrators**

It is up to the Super Administrator to designate, among the Collaborators, the one or ones who will be in charge of the administration of the Solution (the "**Administrators**") and to open an account for them (the "**Administrator Account**").

Once the Solution has been installed by the Administrators, it is their responsibility to supervise the use of the Solution by the Collaborators and to add Collaborators manually via their **dashboard**.

Employees also access the solution via their Workspace from which they can access their own Dashboard.

6. **Description of the Services**

6.1. **Provision of the Solution**

6.1.1. License to use the Solution

(i) Scope of the licence

RampUp grants to the Super Administrator, for the whole world and for the duration provided in the article "*Duration*", a non-exclusive, personal and non-transferable license to use the Solution, in its existing version at the date hereof, as well as its technical documentation, in SaaS mode, for the sole purpose of using the Solution and providing the Services and for the sole purpose of the Administrators and Collaborators.

(ii) Conditions of use of the Solution

The aforementioned license is granted for the sole purpose of using the Solution by the Super Administrator, according to the terms and conditions presented herein and in the offer, for his own needs and by the Administrators and Collaborators only.

The Superintendent shall not and shall ensure that the Directors and Associates shall not, as a consequence, :

- Reproduce, arrange, adapt all or part of the Solution,
- Proceed with any form of commercial exploitation of the Solution with third parties,
- Transfer, provide, lend, rent the Solution, grant sub-licenses or other rights of use, or more generally, communicate to a third party or an affiliated company all or part of the Solution,
- Integrate all or part of the Solution into any computer system or other software solution other than those provided for herein,
- Proceed with the remote transmission of the Solution, its networking, especially on the Internet, or its distribution in any other form, without prior written authorization from RampUp.

The right of use is granted to the Super Administrator only subject to the effective payment in full of the prices agreed upon in the article "*Financial conditions*" of the present contract.

6.1.2. Description of the Solution

(i) **Super Administrator and Administrator Dashboard**

Each Super Administrator or Administrator has access to a Dashboard from their Super Administrator or Administrator Account, where they can create tasks to manage the onboarding and integration of employees.

Through the Dashboard, the Super Administrator or Administrator can :

- Add / delete collaborators in your team;
- Activate / deactivate polls on themes chosen by him, customize these polls;

- Create new surveys;
- Create automatic emails;
- Set up activated or created surveys (survey content, transmission date, transmission time, transmission frequency, recipients);
- Schedule automatic generation of calendar invitations ;
- Create tasks for employees that will be automatically distributed to them via their Workspace;
- Create and automate notifications to Collaborators;
- Access the results and answers of the team members at the end of the surveys issued via the instant messaging platform;
- View the progress of tasks assigned to each employee;
- Manage information related to the employee's account (name, first name, position, professional email address);.

The Dashboard is connected to the Workspace in order to allow the Super Administrator and Administrators to interact with the different Collaborators.

(ii) Additional features of the Super Administrator Dashboard

Each Super Administrator has access to a Dashboard when the Super Administrator Account is created.

The Super Administrator fills in all the information marked as mandatory on the Dashboard. Any information not filled in will prevent the use of the Solution and the Services.

Through his Dashboard, the Super Administrator has additional features, in addition to those described in the article "*Super Administrator and Administrators Dashboard*" below, which allow him :

- Administer the Solution by managing the Administrators and Collaborators licenses (add/remove);
- To appoint other Super Directors if necessary;
- Access billing data and invoice history;
- Access and, if necessary, delete information related to your company.

6.2. Hosting of the Solution

RampUp undertakes to ensure, under the terms of an obligation of means, the hosting of the Solution in accordance with the practices of the profession and the state of the art by

a professional hosting provider located on the territory of the European Union, carrying out its activity in accordance with the practices of the profession and the state of the art.

In this context, RampUp undertakes to provide the Super Administrator with sufficient storage and processing capacity in the context of the Services, in accordance with the practices of the profession and the state of the art.

RampUp undertakes to implement all the technical means, in accordance with the state of the art, necessary to ensure the security and access to the Services, covering the protection and monitoring of infrastructure, control of physical and / or intangible access to such infrastructure, as well as the implementation of detection, prevention and recovery measures to protect servers from malicious acts.

RampUp also undertakes to take all necessary precautions, in view of the nature of the data and the risks presented by the automated data processing implemented for the needs of the Services, to preserve the security of the data, and in particular to prevent them from being distorted, damaged or accessed by unauthorized third parties.

6.3. Technical support

RampUp offers to the Super Administrator a technical support accessible :

- by email to the following address: hello@heyaxel.com; or
- [on the help center accessible at the following address: https://www.heyaxel.com/help-center](https://www.heyaxel.com/help-center)

This help service allows you to report any difficulties encountered while using the Services.

6.4. Other Services

RampUp reserves the right to offer any other service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate to render said Services.

7. Maintenance of the Solution

The Super Administrator benefits during the duration of the Services from corrective and evolutionary maintenance.

Access to the Solution may be limited or suspended for planned maintenance.

RampUp undertakes to inform the Super Administrator at least 1 hour, by any written means and to make its best efforts so that these operations do not exceed 8 hours and are carried out outside business hours, that is to say from Monday to Friday from 8:00 am to 6:00 pm, Paris time, France.

- Upgradeable maintenance

The Super Administrator benefits during the duration of the Services from an evolutionary maintenance, namely :

- improvements of the functionalities of the Solution and/or technical installations used in the framework of the Solution aiming at introducing minor extensions (the "**Updates**")
RampUp may perform them automatically and without prior notice.

- Addition of new functionalities of the Solution and/or of the technical facilities used in the framework of the Solution (the "**New Releases**"). RampUp will inform the Super Administrator of any New Release at least 5 working days before its installation.
- Corrective maintenance

RampUp makes its best efforts to provide the Super Administrator and Collaborators with corrective maintenance in order to correct any malfunction or bug found in the Solution.

8. Solution Availability

RampUp undertakes to ensure the permanence, continuity and quality of access to the Solution and Services, as well as the operation of the Solution, under the conditions of this article.

Considering the complexity of the Internet, the unequal capacities of the various sub-networks, the influx at certain times, the various bottlenecks over which RampUp has no control, the responsibility of RampUp will be limited to the operation of its servers, whose outer limits are constituted by the connection points.

RampUp shall not be held responsible for (i) access speeds to its servers, (ii) slowdowns external to its servers, and (iii) poor transmissions due to a failure or malfunction of these networks and (iv) a poor connection to the Internet.

In case of necessity, RampUp reserves the right to limit or suspend access to the Solution to carry out any maintenance and/or improvement operation. In this case, RampUp undertakes to inform in advance the Super Administrator of these maintenance and/or improvement operations, within a reasonable time, by all useful means and in particular by general information message on the Solution or by email to the Super Administrator of these maintenance operations.

Within the framework of these maintenance and/or evolution operations, RampUp undertakes to make its best efforts to make backups of the contents stored on the Super Administrator Account, the Administrator Accounts and the Dashboards.

The Super Administrator acknowledges and agrees that this service level guarantee does not cover any failure or interruption of the Services due to telecom operators or internet and mobile web service providers or poor internet coverage or saturation of internet access related to the location of an event.

In any case, it is expressly agreed that the breach of any commitment provided for in this article shall in no case be sanctioned by the termination of contractual relations with the Super Administrator, and its liability shall be limited under the conditions provided for hereinafter in the article "*Responsibility and guarantee of RampUp*".

9. Duration

The Contract shall apply for the period specified in the Quotation.

10. Financial conditions

10.1. Price

The prices of the Services are indicated in the Quotation.

They are expressed in euros, excluding French taxes.

RampUp reserves the right, at its own discretion and according to the terms and conditions of which it shall be the sole judge, to propose promotional offers or price reductions.

10.2. Terms of payment

RampUp shall send an invoice to the Super Administrator, by any means deemed useful, on the due date of the price.

The Super Administrator shall proceed with the payment which shall be made by any means of payment deemed useful by RampUp.

The Super Administrator guarantees to RampUp to have the necessary authorizations to use this payment method.

10.3. Late payments and defaults

The Super Administrator is informed and expressly accepts that any delay in payment of all or part of an amount due to RampUp on its due date will automatically, and from the day following the date of payment shown on the invoice :

- The forfeiture of all sums owed by the Superintendent and their immediate payment, regardless of the terms of payment that had been agreed upon;
- Immediate suspension of the Services and access to the Solution until full payment of all amounts due;
- The invoicing to RampUp of late interest, due by the sole fact of the due date of the contractual term, at the rate of 3 times the legal interest rate, based on the amount of the debt not paid on the due date and a fixed compensation of 40 euros for collection costs, without prejudice to additional compensation if the collection costs actually incurred are higher than this amount.

11. Evidence Agreement

The Super Administrator expressly acknowledges and agrees:

- (i) that the data collected on the Solution and on RampUp's computer equipment are proof of the reality of the operations carried out under the present contract,
- (ii) that these data constitute the main method of proof accepted between the parties, in particular for the calculation of sums due to RampUp.

The Super Administrator can access this data in his Super Administrator Account.

12. Duties of the Superintendent

Without prejudice to the other obligations set forth herein, the Superintendent undertakes to comply with the following obligations.

- 12.1. The Super Administrator undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order.
- 12.2. The Super Administrator acknowledges that he/she has taken cognizance of the characteristics and constraints, particularly technical, of all the Services. He is solely responsible for his use of the Services and that of his Collaborators.
- 12.3. The Super Administrator agrees to make strictly personal use of the Services. Consequently, he/she shall not assign, concede or transfer all or part of his/her rights or obligations hereunder to a third party, in any manner whatsoever.
- 12.4. The Super Administrator agrees to provide RampUp with all necessary information and, more generally, to actively cooperate with RampUp for the proper execution of these Terms and Conditions.
- 12.5. The Super Administrator is solely responsible for the content of any kind (editorial, graphic, audio, audiovisual or other) that the Administrators and Contributors disseminate as part of the Services (the "**Content**").

He guarantees RampUp that he has all the rights and authorizations necessary for the dissemination of such Content.

The user agrees that the said Content is legal, does not infringe public order, morality or the rights of third parties, does not violate any legislative or regulatory provision and, more generally, is in no way likely to bring into play the civil or criminal liability of RampUp.

The Super Administrator shall refrain, and shall ensure that the Employees refrain, from disseminating, in particular and without this list being exhaustive :

- pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, insulting, violent, racist, xenophobic or revisionist Content,
- infringing Content,
- Content that is harmful to the image of a third party,
- Content that is false, misleading or that proposes or promotes illegal, fraudulent or deceptive activities,
- Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- and more generally Content likely to infringe the rights of third parties or to be prejudicial to third parties, in any way and in any form whatsoever.

- 12.6. The Super Administrator is solely responsible for the accesses for the Administrators and the Collaborators, the setting of their account and their access rights.

12.7. The Super Administrator must take the necessary measures to save by his own means the information of the Super Administrator Account, the Administrator Accounts and the Dashboards that he deems necessary, of which no copy will be provided to him.

12.8. The Super Administrator is informed and accepts that the implementation of the Services requires him to be connected to the Internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

13. Super Administrator Guarantee

The Super Administrator indemnifies RampUp against any and all claims, complaints, actions and/or demands that RampUp may suffer as a result of the breach, by the Super Administrator and/or the Collaborators, of any of its/their obligations or warranties under these Terms and Conditions.

He undertakes to compensate RampUp for any prejudice it may suffer and to pay all costs, charges and/or judgments it may have to bear as a result.

14. Prohibited behaviours

14.1. It is strictly prohibited to use the Services and the Solution for the following purposes:

- engaging in illegal or fraudulent activities or activities that infringe on the rights or safety of others,
- the violation of public order or the violation of laws and regulations in force,
- Intrusion into a third party's computer system or any activity of a nature to harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,
- sending unsolicited emails and/or commercial prospecting or solicitation,
- manipulations intended to improve the referencing of a third party site,
- aiding or abetting, in any form or manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice diverting the Services and the Solution to purposes other than those for which they were designed.

14.2. It is strictly forbidden for the Super Administrator, the Administrators and the Collaborators to copy and/or divert for their own purposes or those of third parties the concept, the technologies, all or part of the data or any other element of the Solution and the RampUp Site.

14.3. Are also strictly prohibited: (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempted intrusions into the systems of RampUp, (iii) any misappropriation of the system resources of the Solution and the Site, (iv) any actions likely to impose a disproportionate load on the infrastructure of the latter, (v) any breach of security and authentication measures, (vi) any act that may prejudice the rights and financial, commercial or moral interests of RampUp or users of its Solution and Site, and finally more generally (vii) any breach of these Terms and Conditions.

14.4. It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Solution, as well as the information hosted and/or shared therein.

15. Penalties for non-compliance

In case of breach of any of the provisions of these Terms and Conditions or more generally, of violation of the laws and regulations in force by the Super Administrator and/or an Administrator and/or an Associate, RampUp reserves the right to take any appropriate action and in particular to :

- (i) Suspend or remove the access to the Services and the Solution of the Super Administrator, Administrator or Collaborator who is the author of the breach or infringement, or who participated in it,
- (ii) notify any relevant authority,
- (iii) initiate any legal action.

16. RampUp's responsibility and guarantee

16.1. RampUp undertakes to provide the Services with diligence and according to the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Super Administrator recognizes and expressly accepts.

16.2. RampUp has no knowledge of the Content put online by the Super Administrator and Contributors in the context of the Services, on which it does not perform any moderation, selection, verification or control of any kind and with respect to which it acts only as a hosting provider.

Consequently, RampUp cannot be held responsible for Content whose authors are third parties, and any possible claim must be directed in the first place to the author of the Content in question.

Content detrimental to a third party may be notified to RampUp according to the terms of article 6 I 5 of the law n° 2004-575 of 21 June 2004 for confidence in the digital economy, RampUp reserving the right to take the measures described in the article "*Sanctions for breaches*".

16.3. RampUp disclaims any responsibility for any loss of information accessible in the Super Administrator Account, Administrator Accounts and Dashboards, the latter must save a copy and can not claim any compensation for this.

RampUp cannot be held responsible for any lack of vigilance on the part of the Super Administrator, Administrators and Collaborators in their login credentials to their Workspace.

16.4. RampUp undertakes to use the information, documents, data and, more generally, all elements that may be transmitted to it in the context of the present contract only for the purpose of executing the present contract. He expressly acknowledges and accepts that these documents, elements, data and information are confidential information subject to the provisions of the article "*Confidentiality*".

16.5. RampUp undertakes to carry out regular checks to verify the functioning and accessibility of the Solution and the Site. In this regard, RampUp reserves the right to temporarily interrupt access to the Solution or the Site for maintenance purposes. RampUp shall not be held responsible for difficulties or temporary impossibility to access the Solution or the Site due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunication networks.

16.6. The Solution and the Services are provided by RampUp as is and without warranty of any kind, express or implied. RampUp does not warrant to the Super Administrator (i) that the Solution and the Services, subject to constant research to improve their performance and progress, will be totally free of errors, defects or deficiencies, (ii) that the Solution and the Services, being standard and in no way offered for the sole intention of the Super Administrator given his own personal constraints, will specifically meet his needs and expectations.

The intervention of RampUp is limited to the sole provision of the Services, to the exclusion of all others. In this respect, the Super Administrator acknowledges and accepts that the Services are provided to him personally, RampUp does not intervene in any way in the relationship between the Super Administrator, the Administrators and the Collaborators or any other third party, not maintaining any relationship with them and not providing them with any services.

The Super Administrator undertakes to indemnify RampUp in any dispute or litigation between the said persons and to take personal responsibility for their resolution.

16.7. The Super Administrator acknowledges that the Solution is only a means of facilitating the integration of new Employees into the company, and that the use of the Solution by a new Employee in no way guarantees the success of the Employee's integration and his or her retention in the company.

16.8. In any case, the liability that may be incurred by RampUp under the present terms is expressly limited to direct damages suffered by the Super Administrator.

In any event, RampUp shall not be liable to the Super Administrator for the payment of damages, of any nature whatsoever, direct, material, commercial, financial or moral, due to the Super Administrator's use of the Services, for an amount exceeding the amounts invoiced by RampUp as remuneration for the Services that led to its liability, at the time of the occurrence of the alleged damage. RampUp's liability shall only be engaged if the Super Administrator has made a claim, by registered letter with acknowledgment of receipt, within one month of the said occurrence.

17. Intellectual property of RampUp

The Super Administrator expressly acknowledges that the present Terms and Conditions do not give him any intellectual property right on the Solution, which remains the exclusive property of RampUp.

The Super Administrator only has a license to use the Solution under the conditions defined herein.

Consequently, all disassembling, decompiling, decrypting, extracting, reusing, copying and more generally all acts of reproduction, representation, dissemination and use of any of the elements composing the Solution, in whole or in part, without the authorization of RampUp, are strictly forbidden and may be subject to legal action.

18. Personal data

[?] General provisions

The purpose of this clause is to define the conditions under which RampUp undertakes, on behalf of the Super Administrator, the processing of personal data described below.

RampUp and the Super Administrator undertake, each insofar as it is concerned, to comply with the regulations applicable to personal data and in particular with the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016) and the law relating to Data Processing and Liberties of 6 January 1978 in its latest version in force (hereinafter referred to together as the "**Applicable Regulations**").

[?] Description of the outsourced processing

In the context of the Services, RampUp is required to process personal data in the name and on behalf of the Super Administrator as a subcontractor, while the Super Administrator acts as a controller in the sense of the applicable Regulations. The characteristics of the processing are described in Annex 1 of this Contract.

[?] Obligations of RampUp towards the Super Administrator

- Data processing :

RampUp undertakes to process personal data only for the purposes listed in Appendix 1 and in accordance with the documented instructions of the Super Administrator, including with respect to the transfer of data outside the European Union. RampUp undertakes to inform the Super Administrator if, in its opinion, any instruction constitutes a violation of the Applicable Regulations. In addition, if RampUp is required to transfer data to a third country or to an international organization, under the law applicable to the Contract, it shall inform the Super Administrator of this legal obligation prior to the processing, unless the relevant law prohibits such information for important reasons of public interest.

- Data security and confidentiality :

RampUp undertakes to implement appropriate technical and organizational measures to ensure the security and integrity of personal data, their backup and the restoration of their availability in case of physical or technical incident. RampUp also ensures that persons authorized to process personal data are subject to the obligation to maintain confidentiality.

- Other subcontractors :

RampUp is authorized to use the subcontractors (hereinafter "**the Subsequent Subcontractor**") listed in Appendix 1 of the Agreement to carry out specific processing activities. In the event of a change in the list of authorized Subcontractors, RampUp shall inform the Super Administrator in advance and in writing. This information shall clearly indicate the subcontracted processing activities, the identity and contact details of the Subcontractor. The Super Administrator shall have a period of 15 (fifteen) days from the date of receipt of this information to present its legitimate and reasoned objections. If no objections are notified within this period, the Super Administrator shall be deemed to have accepted the use of the Subcontractor.

The Subsequent Subcontractor is required to comply with the obligations of this Agreement on behalf of and according to the instructions of the Super Administrator. It is the responsibility of RampUp to ensure that the Subsequent Subcontractor presents the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Applicable Regulations. If the Subsequent Subcontractor fails to fulfil its data protection obligations, RampUp shall remain fully responsible to the Super Administrator for the Subsequent Subcontractor's performance of its obligations.

- Transfer of personal data outside the European Union :

RampUp is authorized to transfer personal data processed under this Contract to countries outside the European Union, subject to the implementation of appropriate safeguards as defined in Chapter V of the aforementioned Regulation.

- **Assistance and information provision:**

RampUp undertakes to assist the Super Administrator and respond as soon as possible to any request for information sent to it by the Super Administrator, whether in the context of a request for the exercise of their rights by the data subjects, an impact analysis, or a request made by the data protection authorities or the Super Administrator's data protection officer.

- **Notification of personal data breaches :**

RampUp undertakes to notify the Super Administrator as soon as possible after becoming aware of any violation of personal data and to provide him with all relevant information and documentation relating to this violation.

- **Data Fate :**

RampUp undertakes, at its option, to delete the personal data within one month after the expiry of the Contract or to return it to the Super Administrator and not to keep a copy of it, except if required by the applicable Regulations.

- **Documentation :**

RampUp shall make available to the Super Administrator, upon request, all information and documents necessary to demonstrate compliance with its obligations and to allow audits to be conducted. The Super Administrator shall thus have the possibility to conduct audits once a year and at its own expense in order to verify RampUp's compliance with the obligations set forth in this article. The Super Administrator shall inform RampUp of the audit with a minimum of two (2) weeks notice. RampUp reserves the right to refuse the identity of the selected auditor if he belongs to a competing company. The audit shall be carried out during RampUp's working hours and in such a way as to cause the least possible disruption to its activity. The audit shall not affect in any way whatsoever (i) the technical and organizational security measures deployed by RampUp, (ii) the security and confidentiality of the data of other RampUp Super Administrators, (iii) nor the proper functioning and organization of RampUp production. To the extent possible, the Parties shall agree in advance on the scope of the audit. The audit report shall be sent to RampUp in order to allow the latter to formulate its possible observations or remarks in writing, which shall be annexed to the final version of the audit report. Each audit report will be considered as confidential information.

- **Obligations of the Super Administrator towards RampUp :**

The Super Administrator agrees to:

- (a) provide RampUp with the personal data referred to in Appendix 1, excluding any irrelevant, disproportionate or unnecessary personal data, and excluding any "special" data within the meaning of the applicable Regulations, unless justified by the processing, it being the responsibility of the Super Administrator to establish these justifications and to take all measures, including prior information, consent and security, appropriate for such special data;
- (b) collect under its responsibility, in a lawful, fair and transparent manner, the personal data provided to RampUp, for the performance of its services, and in particular, ensure the legal basis of this collection and the information due to the persons concerned;
- (c) keep a register of processing operations and, more generally, comply with the principles of the applicable Regulations;
- (d) ensure beforehand and throughout the duration of the processing, compliance with the obligations set out in the applicable Regulations.

19. Privacy

Each party undertakes to keep strictly confidential the documents, elements, data and information of the other party of which it is the recipient and which are expressly identified by the other party as confidential. As far as RampUp is concerned, the parties expressly agree that this obligation of confidentiality covers the personal data that RampUp will have to process for the Super Administrator in the context of the Services. All such information is hereinafter referred to as "**Confidential Information**".

The party receiving Confidential Information undertakes not to disclose it without the prior consent of the other party for a period of 5 years from the end of the performance of the Services concerned. It may only pass it on to employees, collaborators, trainees or consultants if they are bound by the same obligation of confidentiality as that set out herein. This obligation does not extend to documents, elements, data and information:

- (i) of which the receiving party was already aware;
- (ii) already public at the time of their communication or which would become so without violation of these General Conditions;
- (iii) that were lawfully received from a third party;
- (iv) whose communication would be required by the legal authorities, in application of the laws and regulations or in order to establish the rights of a party under these General Conditions.

20. Commercial references

The Super Administrator expressly authorizes RampUp to quote him/her and to use, if necessary, the reproduction of his/her brand or logo as a commercial reference, in particular during events, in its commercial documents and on its website, in any form whatsoever.

21. Changes

RampUp reserves the right to modify at any time the present General Conditions.

The Superintendent shall be informed of such changes by any useful means.

The modified Terms and Conditions will only be applicable to the Super Administrator in case of a new order of the Services.

22. Language

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

23. Applicable law and jurisdiction

The present General Conditions are governed by French law.

In the event of a dispute concerning the validity, interpretation and/or execution of these General Conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to rule on the matter, except in the case of mandatory procedural rules to the contrary.

ANNEX 1
Personal Data

1. Description of the data processing carried out by RampUp on behalf of the Super Administrator

| | |
|--|---|
| Purposes of the processing of personal data | To provide software (the "Solution") to provide an application integrated with the company's instant messaging tool that allows interaction with new employees to facilitate their arrival in the company and improve their integration |
| Nature of processing operations | Collecting, recording, organizing, structuring, storing, adapting or modifying, retrieving, consulting, using, communicating by transmission, disseminating or otherwise making available, matching or linking |
| Type of personal data processed | Identification data, Professional data, Connection data |
| Categories of persons concerned | Superintendent's staff |
| Duration of treatment | The entire duration of the Services |

2. List of Authorized Subsequent Subcontractors

| Authorized subsequent subcontractors | Outsourced processing activities | Location of treatments | Appropriate safeguards in place for data transfers outside the EU |
|---|---|-------------------------------|--|
| Amazon Web Services | Hosting | Ireland | CCA and CSCs |
| Datadog | Log management | European Economic Union | CCA and CSCs |
| Sendgrid | Transactional emails | United States | CCA and CSCs |
| Sentry | Software error reporting | United States | CCA and CSCs |

3. Processing of users' Google Calendar data

In order to ensure the operation of certain features, the Solution may be required to process Users' Google Calendar data. The categories of data processed and the methods of processing are described below.

To do this, the Solution asks the solution administrators to delegate several scopes of permissions used by Google APIs, via an OAuth2 process provided by Google.

Processing calendar data (Google Calendar) :

The following permission scopes, used by the Google Calendar APIs, are requested from users wishing to take advantage of features requiring them:

- (i) <https://www.googleapis.com/auth/calendar>: this scope allows the Solution to retrieve the time zone of the administrator's main calendar. It also allows the Solution to create a special "HeyAxel" calendar, in which the events generated and managed by the Solution are inserted.
- (ii) <https://www.googleapis.com/auth/calendar.events>: this scope allows the Solution to identify free slots in other users' calendars that are shared with the administrator. The Solution can thus identify a free slot common to a given list of users. An event is generated by the solution and inserted in the administrator's "HeyAxel" calendar. Other users are added to the event as guests.

Users' Google Calendar data is not stored in our databases or shared with third parties.