TERMS AND CONDITIONS - **LeadSeed**

I. PRELIMINARY PROVISIONS

1. CONTRACTUAL DOCUMENTS

1-1. These General Conditions (GC) govern any order for the Service placed by the Customer.

1-2. These General Conditions are accessible exclusively on Coservit's Website and are subject to change by Coservit at any time; if applicable, Coservit will inform the Customer one month before the amended GC come into effect. Unless they terminate the Contract within the period of one (1) month referred to above, the Customer will be deemed to have accepted the amended GCs. Coservit will retain a record of amendments to the GC in its information system. The Customer acknowledges and accepts that only the version of the GC retained and dated by Coservit will be deemed valid in the event of a dispute, and will be applicable to the Contract.

1-3. The "Contract" consists of the following contractual documents, listed in decreasing order of legal priority:
- Purchase order
- General Conditions of Service
- Service description

1-4. This Contract defines the conditions under which Coservit will provide the Customer with the Service, to allow the Customer to maintain the IT infrastructure in good working order for its customers or its own requirements.

2. DEFINITIONS

For the purpose of this document, each of the expressions below will have the meaning given in its definition, namely:

-"Service": the provision of a digital sales and marketing platform, software solution called "Leadseed" (hereinafter the "Application") accessed via the internet, without any physical installation of the Application.
-"Users": natural persons under the authority of the Customer, who are authorised to use the Service.
-"Documentation": all the installation or user information available online or as a hard copy when installing or using the Service.
-"Acceptance": acknowledgement that the Service is functioning correctly in accordance with the specifications defined in the Documentation corresponding to the Service Version supplied by Coservit.
-"Defect": a design or operational flaw evidenced by functional defects in the Service compared with the Documentation supplied by Coservit.
-"Contract": the full set of contractual documents.
-"Data": all of the information and computer files of any kind, processed by the Customer using the Service, as well as the Customer's usernames and passwords or those of the end users of the Service.
"Go-live": the ability for the Customer to use the Service on an operational basis, either for internal purposes, or to provide its own monitoring services, independently of the number of servers concerned.
"Services": specific development services on behalf of the Customer, or migration or upgrading of the Application.
"Assistance": help with using the Service provided by COSERVIT to the Customer, by phone, e-mail or any other appropriate form.
"Ongoing Maintenance": implementation of updates and new versions of the Application, in accordance with the conditions set out in this Contract.

"Corrective Maintenance": correction of defects in the Application.
"Support": Corrective Maintenance, Ongoing Maintenance and Assistance services.

II. GENERAL CONDITIONS APPLICABLE TO THE SERVICE AND ADDITIONAL SERVICES

1. NOTE

1-1. It is the Customer's responsibility to evaluate its needs carefully and accurately and assess how well the Service meets its requirements, based on the information requested prior to placing its order.

1-2. It is the Customer's responsibility to ensure that other parts of its company are willing to accept the use of the Service and that it has the necessary skills to implement and use it.

2. TERM

2-1. Coservit grants the Customer access to the Service for the term of the Contract.

2-2. This Contract will come into effect on the date shown on the purchase order.

2-3. Unless otherwise stated on the purchase order, the Contract shall be valid for a period of twelve (12) months, unless it is terminated early in accordance with the provisions of article 13.

2-4. The Contract will then be automatically renewed for periods of one year, unless it is terminated by one of the parties by registered letter, sent by one party to the other at least three (3) months before the end of the current contractual period.

2-5. On the expiry or termination of the Contract, Coservit undertakes to return to the Customer all the configuration data held in the Customer's database within a maximum of seven (7) calendar days. On the expiry or termination of the Contract, Coservit undertakes to destroy all the data and information associated with the provision of the Service within seven (7) calendar days at the Customer's express request.

3. FINANCIAL AND PAYMENT TERMS

3-1. The Customer shall pay Coservit a fee for the right to use the Service, the amount and billing schedule of which are shown on the Purchase Order. This amount is shown exclusive of tax; the applicable rate of VAT being the rate in effect at the point of invoicing.

3-2. By default, invoices are issued by Coservit as follows:
. Service: billed annually, 100% on order

The subscription to the Service commences at the Go-live of the Service or latest 3 months after the order date
The following invoices will be issued on the anniversary date of the Contract, in accordance with article 2-3.

3-3. Coservit reserves the right to increase the fee at the start of each calendar year. The Customer will be notified of the increase in writing, sixty (60) days in advance. If the Customer disagrees, it may terminate the Contract, the termination becoming effective on the expiry of the notice period above.

Invoices are payable at 30 days net from date of invoice. All payments must be made in euros by bank transfer.

Interest will be payable on any amount that is not paid on time, at three and a half times the statutory interest rate, without further formalities or a prior notice to remedy, without prejudice to any interest to which Coservit may be entitled. In addition, Coservit reserves the right to suspend the performance of the Service, until all of the sums due have been paid by the Customer in full. Failure to comply with these payment terms will result in the automatic and immediate termination of the Contract. Non-performance or poor performance of the Service alleged by the Customer shall not, under any circumstances, entitle it to withhold the payment of any of the sums due, either in part or in full.

Moreover, in accordance with articles L.441-3 and L.441-6 of the French Commercial Code, any payment will automatically oblige the Customer, in addition to late penalties, to pay a minimum amount of €40 for recovery costs, on the understanding that Coservit reserves the right to claim additional compensation on the basis of supporting documents, if the recovery costs are higher than the fixed compensation.

4. INSTALLATION - ACCEPTANCE

4.2 Acceptance of the Service shall be confirmed once the correct functioning of the Service has been verified on the basis of the Documentation and prior to the production of the first operational data by the Service. Acceptance will be recorded in a written document signed by COSERVIT and the Customer. Failure to sign the acceptance document, and in the absence of explanatory comments by the Customer within 15 calendar days from the sending of the acceptance document, will be deemed Acceptance of the Service. The Go-live of the Service by the Customer shall also be deemed Acceptance of the Service.

4.3 The above provisions shall also apply to any migration, upgrade or installation of a new Version of the Service on the Customer's system.

5. INTELLECTUAL PROPERTY

5-1. Coservit declares that it holds the rights to the Service and/or the right to distribute it.

5-2. The Customer acknowledges that it has no intellectual property rights in respect of the Service.

5-3. The Customer undertakes not to infringe any of the intellectual property rights pertaining to the Service, either directly or indirectly.

5-4. In this respect, the Customer will maintain all references to ownership and copyright shown on the constituent elements of the Service, including on the Documentation.

6. USE OF THE SERVICE

6-1. Coservit grants the Customer a non-exclusive, non-transferable right to use the Service for its own commercial activities, and in particular to use the Service to sell services (notably monitoring services) to its own customers.

6-2. Use of the Service is limited to the right to run the number of sites and components on the hardware stipulated in the Purchase Order.

6-3. No copies of the Documentation may be made without Coservit's prior written consent.

6-4. The Customer undertakes not to adapt, modify or reconfigure the Application, notably for the purpose of creating and/or disseminating or marketing a derivative or similar solution. 6-5. The Customer undertakes not to disassemble or decompile the object code of the constituent elements of the Service or Application, or to attempt, directly or indirectly, to use all or part of said object code in other software, except in accordance with the conditions stipulated in the French Intellectual Property Code for interoperability purposes.

6-6. The Customer cannot, either directly or indirectly, distribute or lend the Service or make it available to third parties, or assign its right to the use of the Service, either free of charge or for consideration.

6-7. Coservit reserves the right to amend the Documentation associated with the Service without notice.

7. CONFIDENTIALITY

7-1. Neither of the parties may disclose confidential information ("Confidential Information") received from the other party. The parties may only use the Confidential Information for the fulfilment of the order and will take all the necessary security measures to prevent the unauthorised disclosure of the Confidential Information.

7-2. Information disclosed by one party to another in writing shall be deemed Confidential Information when the document concerned is marked "Confidential".

This confidentiality obligation will continue after the end of the contract.

7-3. Information cannot be deemed Confidential Information if it:
- was communicated to one of the parties by third parties before the other party disclosed it, or
- would be in the public domain without the receiving party having contributed to its disclosure or
- was created independently by the receiving party.

8. OWNERSHIP OF DATA AND ACCESS TO DATA BY COSERVIT

The Customer shall retain ownership of the Data and undertakes to make regular back-ups of the Data in relation to its use of the Service.

Coservit may, in order to honour its obligations under the terms of the Contract, notably during the installation of the Service, or for support purposes, or a specific development, need to access the Data and extract and/or reproduce them, in a separate IT environment from the Customer's.

The Customer recognises that access to the Data is inherent to Coservit's fulfilment of its contractual obligations.

Coservit will inform the Customer only in the event of extraction and/or reproduction of Data to an external environment or equipment, indicating the reasons for said extraction or reproduction, as well as the foreseeable period of use of the Data, and their location.

Only Coservit's authorised staff, namely the project manager named in the Contract, and its Support and R&D staff will have access to the Data and, if necessary, extract or reproduce them.

In the event of reproduction of the Data in an external environment, Coservit will take all necessary steps to anonymise them.

Coservit undertakes not to communicate the content to any third party, unless ordered to do so by a court or administrative authority.

Notwithstanding the above, the Customer authorises Coservit to copy, extract, reproduce, use and disseminate the Data to any third party that has entered into a cooperative research and development agreement with Coservit, for the purpose of Coservit's fulfilment of its obligations under this agreement and subject to their being anonymised first. The Customer also authorises Coservit to publish these Data, in any academic publication produced in relation or pursuant to said agreement, provided the Data are anonymised prior to any publication, so that no link between the published Data and the Customer can be made.

Coservit undertakes to implement the necessary technical resources to ensure the security of the Customer's data. Coservit also undertakes, once the service that required a copy of the Data has been completed, to destroy any copy of the Data in its possession, and to inform the Customer accordingly.
If it uses a subcontractor to fulfil any or all of its contractual obligations, Coservit undertakes to ensure that the subcontractor agrees to exactly the same commitments as those set out in this article.
However, Coservit will not be responsible for the use or manipulation of the Data by an external service provider, working under the terms of a Support contract entered into with the Customer. The Customer will be responsible for ensuring that its service provider has made adequate commitments in respect of protecting its Data.
The Customer may, at its own expense and at most once a year, have a third party check that Coservit has complied with the provisions of this article.

9. DATA BACK-UP

Coservit will take a daily back-up of the Application data. This will be stored in a dedicated area protected by a username and password, accessible only from the infrastructure that runs the Service, and used for storing back-ups only.
The retention period for the daily back-up is ten (10) calendar days for Configuration Data and Information. At the end of the retention period, the daily back-up will no longer be available to be restored.
The retention period for the daily back-up is five (5) calendar days for Technical Data. At the end of the retention period, the daily back-up will no longer be available to be restored.
Coservit will monitor its back-ups on an ongoing bass and will take appropriate corrective measures if one fails.
Any or all of the Configuration Data, Technical Data and information can be restored by Coservit on receipt of a purchase order issued by the Customer.

10. ADDITIONAL SERVICES

Coservit can provide the following services at the Customer's request:
•
- Modification of the exploitation settings of the Service
- Creation of surveys and/or reports
- Personalisation of the Service settingsThese services will give place to the payment of a specific fee indicated in the order form

11. LIABILITY

12-1. The parties agree that Coservit is subject to an obligation to use its best endeavours under these General Conditions. As a consequence, it can only be held liable for a fault committed by it and proven by the Customer.
Coservit cannot be held liable in the event of use of the Service by an unauthorised third party or use that does not comply with the Documentation or wrongful use of the Service's functionalities or use that does not comply with the regulations in effect.
12-2. The Customer shall be solely responsible for any use of the results obtained as a consequence of using the Service. The Customer shall be responsible, in respect of its general obligation to exercise professional caution, for checking the consistency and accuracy of the results obtained on each use.
12-3. Coservit cannot be held liable for any direct and/or indirect harm the Customer may suffer, including but not limited to commercial harm, loss of sales, any commercial problems of any kind, loss of profits or damage to its brand image that may result from the use of the Service, its inability to use the Service or the use of the results obtained as a consequence of using the Service. Any action taken against the Customer shall constitute indirect harm and as a consequence, shall not entitle it to compensation.
12-4. Should Coservit be held liable and ordered to pay compensation, the parties agree that Coservit's liability shall be limited to an amount equivalent to the annual fee for the use of the Service paid to Coservit by the Customer during the year in which the event resulting in the harm took place.

12. TERMINATION

13-1. Should the Customer fail to fulfil one of its obligations, the Contract may be terminated automatically under the Customer's sole responsibility, eight (8) days after a notice to remedy sent by registered letter with acknowledgement of receipt has gone unheeded, without prejudice to any damages Coservit may claim.

13-2. In the event of termination of the Contract for any reason whatsoever, the Customer undertakes to return all the constituent elements of the Service and the Documentation to Coservit at its own expense, as well as any back-up copy and any copy of the constituent elements of the Service or the documentation it may have made in any form whatsoever, within eight (8) calendar days from the date of receipt of the registered letter with acknowledgement of receipt from Coservit, informing it of the termination of the Contract. The sums paid to Coservit by the Customer shall be deemed to belong to Coservit and may not be subject to any claim by the Customer in the event of termination of the Contract for any reason whatsoever.
The provisions of articles 6, 8, 10, 12 and 13 will survive the termination of the Contract.

13. FORCE MAJEURE
Neither of the Parties will be held liable in respect of the other for the non-performance or delays in the performance of an obligation herein, attributable to the other Party, following the occurrence of an instance of force majeure normally recognised by French case law.
The instance of force majeure shall suspend the obligations arising under this agreement throughout its period of existence. However, should the instance of force majeure last longer than sixty (60) consecutive days, it will entitle either of the Parties to terminate this Contract automatically, eight days after sending a registered letter with acknowledgement of receipt recording this decision.

14. COMMERCIAL REFERENCE

The Customer agrees that Coservit may use its name and the purpose of the Contract in respect of commercial references, unless otherwise stated in the Purchase Order.

15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These conditions are subject to French law.

IN THE EVENT OF A DISPUTE, AND ONCE THE PARTIES HAVE ATTEMPTED TO REACH AN AMICABLE SOLUTION, EXPRESS JURISDICTION SHALL BE ASSIGNED TO THE COURTS IN GRENOBLE (F-38000), NOTWITHSTANDING THE EXISTENCE OF MULTIPLE DEFENDANTS OR THIRD-PARTY JOINDERS, EVEN FOR EMERGENCY PROCEEDINGS OR SAFEGUARDING PROCEDURES, IN SUMMARY OR EX PARTE ACTIONS.

III. TECHNICAL CONDITIONS OF THE SERVICE

1. SERVICE FUNCTIONALITIES

The Service functionalities are as follows:
– The creation of an online survey
– The provision of an online survey by a public URL or secured access to a dedicated interface
– Collected data analysis based on management rules and decision trees
– Automatic report generation
– Dashboard production on how to use and fill the surveys
– Collected data recovery in csv / xls format

2. ACCESS TO THE SERVICE

The Customer has familiarised itself with the technical scope outlined by Coservit and declares that it accepts it as a preliminary to the provision of the Service.

The Service is provided to the Customer via the internet, with no installation of the Application on its computer system The Application is hosted on Coservit's or its subcontractors' servers.

Users may log in to the system anywhere and at any time, provided they have a username and password. Each User is assigned a username and password. The Customer is responsible for managing its Users' usernames and passwords. In general terms, the Customer is responsible for the security of the individual workstations that access the Service. It undertakes only to allow access to the Service for authorised members of its staff and its Customers.

The Service requires the Customer to access a telecommunications network. This service is not included in the Service and must be provided by a telecommunications provider of the Customer's choice and under the Customer's responsibility. The Customer is responsible, at its own expense, for maintaining and connecting the various configuration components and the telecommunications resources necessary for accessing the Service.

Users' access to the Service will be effective within the time frame stipulated in the purchase order.

3. SERVICE CONTINUITY AND QUALITY

Coservit undertakes to use all the necessary care and diligence to ensure the continuity and quality of the Service in line with current standards and normal professional practices.

Coservit undertakes to provide access to the Service, 24 hours a day, seven days a week, subject to the availability reservations indicated below. Nonetheless, Coservit reserves the right to suspend access to the service for any maintenance or upgrade requirements, in order to ensure the smooth running of the Service. As far as possible, Coservit will inform the Customer with reasonable notice in advance, indicating the nature and duration of the work to be carried out.

Coservit will implement the necessary resources to ensure the Service is available 99.75% of the time. This uptime is measured over one year, Monday to Friday, 8am to 8pm, excluding statutory public holidays in France. This equates to a maximum downtime of eight hours over the period, excluding network disruption or an IT-related incident at Coservit or its subcontractor, or in the case of force majeure.

Coservit monitors the Service and is notified if any malfunction is recorded.

If the maximum period of downtime is exceeded, Coservit will be obliged to pay the Customer a penalty, calculated on the basis of the annual fee, prorata to the length of time the Application is down, as follows:

$P = N \times R / 365$, where

P = penalty

N = number of days' downtime (any period less than 24 hours is counted as one day)

R = amount of annual fee

This penalty will be deducted from the Customer's next invoice.

The maximum penalty payable is 30 days' fee and discharges Coservit from further liability; the Customer therefore undertakes not to take any further action or make any further claim as a result of the downtime.

In addition, the Customer hereby acknowledges that fluctuations in bandwidth and unforeseen events affecting the internet service provider or an order to interrupt the service by an administrative authority or court may disrupt access to the Services, in a way that is outside Coservit's control.

4. SUPPORT

Coservit undertakes to provide the following Support services throughout the term of this Contract, and in return for the payment of the Service fee:

4.1 Helpline

For the period of the Contract, Coservit undertakes to a helpline Monday to Friday, 9am-6pm CET (excluding weekends and public holidays). This support is intended to:
• answer technical questions regarding the use of the Service
• identify and assess any issues found during use of the Service

Support requests can be submitted via the internet, 24 hours a day, seven days a week, on the dedicated Support website. The status of any requests can also be checked by logging into the website.

4.2 Corrective maintenance

Any problems with the Service and/or Box can be reported by the Partner by phone or e-mail. The Partner undertakes to provide any detailed information required to identify the issue encountered. Following a preliminary diagnosis, Coservit will do its utmost to correct any faults reported by the Partner. Where applicable, and if necessary, Coservit will replace the Box within three days following the diagnosis, and ensure that service is restored.

Coservit will notify the Partner of any downtime of the Services as follows: publishing the information on a web page or providing information to Users who contact its helpline.

Any malfunction that is not attributable to the Service or Application falls outside the scope of corrective maintenance.

Coservit analyses Defects associated with the Service and categorises them as critical or non-critical. For critical defects, Coservit undertakes, in respect of the Partner, to:

- Propose a workaround for the problem within three (3) working days in 80% of cases.
- Propose a solution to the problem within ten (10) working days in 80% of cases.

For non-critical defects, Coservit undertakes, in respect of the Partner, to:

- Propose a workaround for the problem within ten (10) working days in 80% of cases.
- Propose a correction in a new version in 80% of cases.

In all cases, Coservit will use its best endeavours to ensure that a Coservit employee investigates the problem within one working day and communicates with the Customer by any means within the same time frame.

Defects are deemed to have been resolved one week after a solution or workaround have been delivered, unless reported otherwise by the Customer.

4.3 Ongoing Maintenance

Coservit may make changes to the Service as part of its ongoing development, which have a positive impact for Users in terms of functionalities, performance or ergonomics. Ongoing maintenance will be planned and communicated to the Customer.

IV. MANAGEMENT OF PERSONAL DATA

The following provisions will apply in the event that Data communicated for the purpose of using the Service, or processed by the Service, contain personal information (hereinafter the "Personal Data").

1. Responsibility of the Parties

The Customer will assume sole responsibility as the controller, for the processing of personal data hosted by the Application; as defined in the applicable data protection regulations, COSERVIT is only the "processor" of these data insofar as it publishes and hosts the Application.

COSERVIT can only be held liable, as the processor, for the obligations specifically incumbent on it under the terms of the Contract, or the regulations in effect on the protection of personal data, or if it has acted outside the specific instructions given to it by the Customer.

COSERVIT cannot be held liable for any failure by the Client to comply with these regulations, and which is in no way attributable to it, in accordance with article 82.3 of the GDPR.

In any event, COSERVIT's liability in respect of the Customer, in the case of an action by a third party in respect of the joint and several liability instituted by article 82.4 of the GDPR, shall be limited to the amount indicated in the "Liability" clause of this Contract.

2. Customer Warranty

The Customer warrants to COSERVIT, in respect of all the Data treated by the Application that could be classed as personal (including staff data, for example), that it has met all the obligations incumbent on it in accordance with the French Data Protection Act of 6 January 1978, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the other French and European legislative and regulatory provisions applicable. As a consequence, the Customer warrants to COSERVIT that it has informed all the natural persons concerned of the use it makes of their data and the rights available to them (rights of objection, access and correction, right to portability, right of erasure and right to restriction of processing).

The Customer shall hold COSERVIT harmless from any action, complaint or claim originating from or made by a User or natural person, whose personal data are hosted by COSERVIT or its subcontractors, or said person's legal claimant, associated with the use or processing of said Data by the Service. As a consequence, the Customer shall hold COSERVIT harmless from paying any compensation or order that may be made against it because of legal action by a past or present User, and acknowledges that it is solely responsible for the collection and processing of the Data.

3. Authorised processing

The Customer authorises COSERVIT, as the processor, to process the personal data on its behalf, exclusively for the purposes of the Service, namely:

- hosting a business data insight application, including Personal Data,
- providing Support or specific development Services, in accordance with the conditions set out in these General Conditions.

In this respect, Coservit is authorised to:

- host the Personal Data entered into the Application;
- have access to the Personal Data, in the context of Support operations;
- modify the Personal Data, on the Customer's prior instruction;
- save, extract or destroy said Personal Data, in accordance with the conditions set out in these General Conditions.

COSERVIT undertakes, in relation to these operations, to:

- process the Personal Data solely for the purpose(s) covered by the subcontracting agreement;
- process the Personal Data in accordance with the Customer's documented instructions;
- guarantee the confidentiality of the Personal Data processed in the context of the Contract;
- ensure that the persons authorised to process the Personal Data under the terms of this contract undertake to respect confidentiality or are subject to an appropriate statutory confidentiality obligation.

4. Secondary subcontracting

COSERVIT is authorised to use the services of the company OVH (hereinafter, the "secondary subcontractor") to carry out the following processing activities: hosting the Data and Application.

Should other secondary subcontractors be recruited, COSERVIT undertakes to inform the Customer in advance, in writing, indicating clearly the processing activities subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting agreement. The Customer will have 15 days from the date of receipt of the information to express any objections. If no objections are expressed within this period, the secondary subcontractor will be deemed to have been approved by the Customer.

COSERVIT will ensure that the secondary subcontractor offers the same sufficient guarantees with regard to the implementation of appropriate technical and organisational measures to ensure that the processing meets the requirements of the European data protection regulation. In any event, the Coservit shall remain wholly liable in respect of the Customer for the performance of its obligations by the other subcontractor.

5. Rights of data subjects

The Customer will be responsible for processing requests from Users in respect of exercising the rights available to them under the applicable regulation (notably, the right of objection, access and rectification, the right to portability, the right to erasure of minors' data and the right to restriction of processing). Should any data subjects approach COSERVIT to exercise their rights, they will be systematically referred to the Customer for their request to be processed within the statutory time frame.

6. Personal Data security measures

By default, COSERVIT backs up Data on a daily basis, so that they can be restored. Back-ups are taken in accordance with the conditions set out in article II.9 of these General Conditions.

Moreover, depending on the nature of the Customer's Personal Data, their sensitivity and the risks for data subjects in the case of a data breach, COSERVIT may, on the Customer's instructions, and on the basis of an additional quotation, implement supplementary Data security measures, in particular in respect of personal data. These measures may include encryption and pseudoynamisation of the Data, or regular audits of Data availability and security.

7. Breach of Personal Data

COSERVIT will notify the controller of any breach of personal data within a maximum of 72 hours of becoming aware of it, by phone, with immediate confirmation by e-mail. This notification will be accompanied by any documentation that may help the Customer, if necessary, to report said breach to the relevant supervisory authority, and the data subjects concerned.

8. Retention of Personal Data

The conservation and retention periods of Users' personal data can be configured in the Application. By default, personal data will be erased within 30 days of the closure of the User Account.
In any event, the Customer will be responsible for making any declarations or carrying out any impact studies required by the law or European regulations, to determine the retention period of said data, and informing COSERVIT so that it can, if necessary, make the necessary adjustments in the Application.

9. Destination of Personal Data on termination of the Contract

Should the Contract end for any reason whatsoever, COSERVIT undertakes to return all the Customer's Personal Data hosted in respect of the Service, at the Customer's request, and in accordance with the conditions set out below. In the absence of a specific request within 30 days of the end of the Contract, COSERVIT will erase the Personal Data hosted by it and will not keep any copies, except for technical or personal data which must be retained in accordance with the applicable legislation or regulations, including but not limited to decree no. 2011-219 of 25 February 2011 on the retention and communication of data identifying anyone who has contributed to the creation of content published online. This article shall apply without prejudice to the provisions of the "Termination" clause of these General Conditions.

10. Record of Personal Data processing

COSERVIT undertakes to keep a record of the processing of personal data in its capacity as the processor, as required by the regulations in effect, which will record the Customer's identity and contact details as the controller, and the nature of the data processing operations carried out (including but not limited to hosting the application and providing Support).

11. Data Protection Officer

COSERVIT's Data Protection Officer is Mr Florian MATTES, who can be contacted at rgpd@coservit.com, 34 avenue de l'Europe 38100 GRENOBLE or on +33(0)476705293 for any question relating to the management of Personal Data in the Application.

12. Duty to provide assistance

COSERVIT will use its best endeavours to assist the Customer in its actions to guarantee the compliance of the processing of personal data with the regulations in effect. In this respect, COSERVIT will make all the necessary information available to the Customer in the case of a compliance or security audit being carried out, or any impact analysis being conducted by the Customer.
Conversely, the services referred to in the Contract do not include activities specific to the Customer, such as drafting impact analyses or declaring a Data breach to the CNIL, which will be billed separately, if applicable.