

Last updated: November 1st, 2020

## Master Subscription Agreement

PLEASE READ THIS MASTER SUBSCRIPTION AGREEMENT BEFORE PURCHASING OR USING THE PRODUCTS OR SERVICES. BY USING OR PURCHASING THE PRODUCTS OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE NOR USE THE PRODUCTS OR SERVICES.

This **Master Subscription Agreement** (the “**Agreement**”) is entered into by and between eXo Platform (either “eXo Platform SAS” or “eXo Platform NA LLC” or “eXo Platform Luxembourg SARL”) as referred in the Order Form or any other order form related to the purchase of products and/or services related to this Agreement and, if there is no precision, with eXo Platform NA LLC, a limited liability company of the laws of California registered before the registry of Californian companies under number 200920410095 and having its principal office 51 Federal Street, Suite 350, San Francisco, California 94105, United-States (“**eXo**”) and the purchaser or user of eXo products and/or services that accepts the terms of this Agreement (“**Customer**”). The effective date of this Agreement (“**Effective Date**”) is the earlier of these three dates: the date of signature or acceptance of this Agreement by entering into an Order Form by the Customer, the date of use of eXo products and/or services by the Customer, or the date of purchase and payment of eXo products and/or services through eXo online selling platform.

Whereas eXo and Customer desire to establish certain terms and conditions under which Customer will, from time to time, be licensed software and obtain services from eXo;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and eXo agree as follows:

### 1. Definitions

Capitalized terms used in this Agreement are defined in this Section 1 or the Section in which they are first used:

**1.1 “Activation Key”** means a file evidencing a grant of one or more Licenses by eXo to Customer for the Term, and provided to Customer when the Subscription is purchased.

**1.2 “CORE Processor”** means the virtual or real unit that reads and executes program instructions.

**1.3 “Documentation”** means the standard end-user technical documentation and specifications that eXo supplies with the Software, as revised from time to time by eXo. Advertising and marketing materials are not Documentation.

**1.4 “Error”** means a reproducible failure of the Software to perform in substantial conformity with its Documentation, and considered as such by eXo.

**1.5 “eXo Add-Ons”** means an extension module or plugin published by eXo enhancing the Software with additional functionalities.

**1.6 “License”** means a license granted, concurrently to a Subscription Plan, by eXo to Customer to allow installation and use of the Software.

**1.7 “Third-Party Software”** means various third-party software components licensed under the terms of applicable license agreements, whether open source or not, included in the materials relating to such software. Third-Party Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions.

**1.8 “Order Form”** means an order form, whether in written or electronic form, composed of one or multiple purchase orders, defining the Software, and/or the services which will be delivered to the Customer by eXo, in accordance with this Agreement and the specific conditions written in this Order Form.

**1.9 “Software”** means the tested and certified software in object code format provided by eXo to Customer, as specified on the Order Form, pursuant to this Agreement as of the Effective Date or a future date, including any Documentation incorporated therein, and Updates to such software that eXo may provide to Customer from time to time as part of eXo Products Maintenance Program, as defined at <https://www.exoplatform.com/terms-conditions/maintenance-program.pdf>. For the avoidance of doubt and unless otherwise specified, Third-Party Software and/or eXo Add-Ons, that may be available through the Software, (a) do not form a part of the Software, (b) are solely governed by their own licenses and/or terms and conditions, (c) are not covered by this Agreement, and (d) may be downloaded and installed by the Customer under its sole responsibility and liability. As a limited exception to the aforesaid, eXo Add-Ons listed in **Appendix 4 (“eXo Official Add-Ons”)** are governed and supported under the conditions of this Agreement under the same level of Support Services as the Support Services applicable to the Software.

**1.10 “Subscription” or “Subscription Plan”** mean equally eXo’s commercial offerings that include the benefits and limitations listed in Appendix 0, the License for the Software and, if applicable, the access to Support Services and/or access to the Hosting and Managed Services ordered and paid for by Customer and provided by eXo as specified on the Order Form.

**1.11 “Support Services”** means the support services provided by eXo to Customer as part of a Subscription Plan and as further defined in Section 2.6 and in **Appendix 1 “Support Services”** and/or as may be specified on the applicable Order Form.

**1.12 “Term”** means the period of time for the Subscription as specified in the Order Form.

**1.13 “Update”** means a Major Release, Minor Release or Maintenance Fix of the Software. **“Major Release”** means a later version of the Software identified by a change in the first digit (X) of the identified update according to the (X.y.z) schema. **“Minor Release”** means a later version of the Software identified by a change in the second digit (Y) of the identified update according to the (x.Y.z) schema. **“Maintenance Fix”** means a new version of the Software identified by a change in the third digit (Z) of the identified update according to the (x.y.Z) schema.

**1.14 “Registered User”** means a physical or virtual person or program, named or anonymous, who establishes a network connection with the server on which the Software is installed, with the objective to make partial or complete use of the Software.

**1.15 “Engaged User”** means a physical person, individually identifiable by a user account within the Software, and who logs in on average more than 5 connections per month to the software over a period of 3 months.

## **2. General Terms**

**2.1 Scope of Agreement.** This Agreement governs all transactions between the parties with respect to the Software and Services provided hereunder.

**2.2 Orders.** Customer may place orders with eXo to purchase a Subscription at eXo’s then-current prices. Customer may transmit such orders to eXo by mail, fax, email or other electronic channels. Customer may, for its convenience, submit orders using its standard forms, but no terms, provisions or conditions of any order document, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify this Agreement, regardless of any failure of eXo to object to such terms, provisions or conditions. Any such additional or conflicting terms and conditions on any Customer order document, acknowledgement or other business form are hereby rejected by eXo.

**2.3. Acceptance of Orders.** eXo may accept orders in its sole discretion by sending to Customer an Order Form confirming the particulars of the order.

**2.4 Delivery** For an on premise installation, delivery of the Software will be from eXo's Customer Portal web site. The Term is specified in the Order Form. The Software will be deemed accepted by Customer upon delivery of the Activation Key. In the case of a cloud service hosted by eXo Platform, the Delivery of the Software is considered effective when the online service becomes available for the first user.

**2.5 Installation.** For an on premise installation, Customer will be responsible for installing the Software on its computers as permitted under this Agreement. Installation services may be purchased on a time-and-materials basis at eXo's then-current rates as specified on the applicable Order Form. In the case of a cloud service hosted by eXo Platform, a standard installation is performed by eXo Platform.

**2.6 Support Services.** During the time that Customer has paid the applicable annual Subscription fees, eXo will provide Customer with Support Services for the Software according to the purchased Subscription Plan, under the terms outlined in the Support Policy as defined in Appendix 1 of this Agreement. Such Support Services are provided to Customer solely for Customer's internal use, and Customer may not use the Support Services to supply any consulting, support or training services to any third party.

**2.6Bis Hosted and Managed Services.** During the time that Customer has paid the applicable annual Subscription fees, eXo will provide Customer with Hosting and Managed Services for the Software according to the purchased Subscription Plan purchased, under the contractual and operational terms as defined in Appendix 3 "Hosting and Managed Services". These Hosting and Managed Services are provided to Customer solely for Customer's internal use, and Customer may not use the Hosting and Managed Services to any third party.

**2.7 Exclusions.** eXo will have no obligation to correct Errors caused by: (a) improper installation of the Software; (b) altered or modified Software, unless altered or modified by eXo; (c) use of the Software in a manner inconsistent with its Documentation or this Agreement; (d) any combination of the Software with hardware or software not specified in the Documentation; or (e) defects in the Software due to accident, hardware malfunction, abuse or improper use.

**2.8 Additional Services.** Should Customer request that eXo provide services in connection with problems (a) caused by the factors listed in Section 2.7 or (b) that are otherwise beyond the scope of the Support Services or this Agreement, Customer will pay for such services eXo agrees to perform on a time-and-materials basis at then-current rates.

**2.9 Customer Obligations.**

**2.9.1** As a condition to eXo's provision of the Support Services, Customer agrees to assure necessary competence for use of the Software. Training courses (Appendix 2) provide the Customer's technical crew with the set of knowledge required.

**2.9.2** As a condition to eXo's provision of the Support Services, Customer must assist eXo in identifying and correcting any Errors, including executing reasonable diagnostic routines in accordance with any instructions provided by eXo. Customer agrees to provide eXo with such cooperation, materials, information, access, and support which eXo deems to be reasonably required to allow eXo to successfully provide the Support Services, including, without limitation, as may be set forth in an applicable Order Form. Customer understands and agrees that eXo's obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

**2.9.3** Customer acknowledges that in order for eXo to provide the Support Services, Customer may be required to license and install certain third party software and provide certain third party hardware that are not provided or licensed by eXo ("**Third Party Products**"). eXo may provide Customer with links and instructions for obtaining Third Party Products, but it is Customer's responsibility to properly license and install any required Third Party Products from the relevant third party providers. eXo will

have no liability with respect to any Third Party Products. In the event of a failure by Customer to timely provide Third Party Products as required, eXo may treat the applicable Order Form as having been cancelled by Customer.

### **3. Licenses**

**3.1 Grant.** For each Subscription Plan that Customer purchases, eXo grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as provided in Section 11.3) License for the Term to:

- a) use, install and execute the Software licensed hereunder (in object code format) on any computers solely for Customer's own business purposes;
- b) use, install the Software licensed hereunder (in object code format) with respect for the number of allowed CORE Processors and/or the limitation of Registered Users, as designated in the applicable Order Form, solely for Customer's own business purposes;

Each License is subject to the terms and conditions of this Agreement, including the restrictions set forth in this Section 3 and will be contingent upon Customer's timely payment of eXo's applicable Subscription fee (as specified on the Order Form) and issuance by eXo of the Activation Key. The License granted herein is solely to the entity specified as "Customer" and not, by implication or otherwise, to any parent, subsidiary or affiliate of such entity.

**3.2 Copies.** Customer may make up to two (2) copies of the Software licensed hereunder for archival, backup, installation or disaster recovery purposes only. Customer will include in any such copy all copyright, trademark, or other proprietary rights notices as included in or affixed to the original Software.

**3.3 Restrictions.** Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage others to do so, except to the limited extent, if any, that applicable law permits such acts notwithstanding any contractual prohibitions, provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide eXo with thirty (30) days prior written notice and provide all reasonably requested information to allow eXo to assess Customer's claim and, at eXo's sole discretion, to provide alternatives that reduce any adverse impact on eXo's intellectual property or other rights;
- (b) allow access or permit use of the Software by any users other than Customer's employees, or authorized third-party contractors who are providing services to Customer and agree in writing to abide by the terms of this Agreement, provided further that Customer shall be liable for any failure by such employees and third-party contractors to comply with the terms of this Agreement,
- (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software, any additional licensing terms provided by eXo via product documentation, notification, and the terms of this Agreement,
- (d) modify or create derivative works based upon the Software,
- (e) use the Software in connection with any business operation for which Customer provides services to third parties, or
- (f) disclose the results of any benchmark test of the Software to any third party without eXo's prior written approval, unless otherwise expressly permitted herein, provided, however, that the foregoing restriction shall apply to Customer only if Customer is a software or hardware vendor, or if Customer is performing testing or benchmarking on the Software.

**3.4 Third-Party Software.** The Third-Party Software is licensed under the terms of the applicable license conditions, whether open source or not, and/or copyright notices that can be found in the licenses file, the documentation or other materials

accompanying the Third-Party Software. Copyrights to the Third-Party Software are held by copyright holders indicated in the copyright notices in the corresponding source files or in the licenses file or other materials accompanying the Third-Party Software.

#### **4. License Fees and Payment**

**4.1 Subscription Fees.** Customer shall pay all fees for each Subscription Plan as specified on the applicable Order Form. Customer may purchase additional Subscription Plans by placing any order to eXo in accordance with Section 2.2. Any added Subscription will be subject to the following: (i) added Licenses will be coterminous with the pre-existing Term (either the initial Term or the renewal Term); (ii) the fees for the added Subscriptions will be the then-current, generally applicable Subscription fee for such; and (iii) any Subscription added during the validity period will be billed to the remaining pro rata of that period. eXo reserves the right to modify its Subscription Fees at any time, upon at least thirty (30) days prior notice to Customer, which notice may be provided by e-mail.

**4.1Bis Declaration of Use** During the validity period of a Subscription Plan, eXo may request at any time Customer to fill a form to declare effective use of the License(s) granted for the Software by this Agreement. The Customer will fulfill this formality within fifteen (15) calendar days. In the event that the Declaration of Use would demonstrate a surplus use of the Software from the benefits granted by the Subscription Plan initially ordered in an applicable Order Form or according to the terms of this agreement, eXo shall adjust automatically the Subscription plan of the Customer with an then-current eligible Subscription Plan, and shall invoice immediately and retroactively the amount corresponding to the difference with the induced Subscription Fee. Reference dates used to calculate this amount will be the latest Effective date and End date written in the applicable Order Form.

**4.2 Billing and Renewal.** eXo charges for and collects in advance the Subscription Fees. eXo will automatically renew and issue an invoice each billing period thirty (30) days before the subsequent anniversary of the Subscription unless either party gives written notice of its intent not to renew at least ninety (90) days prior to the end of the current contract term. Upon any renewal, eXo's then-current terms and conditions for this Agreement will apply, including Support Services terms, Hosting and Managed Services terms and all other terms forming the entire applicable Agreement. Any specific term, commercial discount, specific payment condition appearing in the Order Form corresponding to the previous Subscription Plan are not automatically renewed. The Subscription Fees corresponding to the renewal will be corresponding to the then-current list price of the current Subscription Plan or its equivalent to date of invoicing the renewal. For the avoidance of doubt, the equivalency is established according to, at least, the parameters (a) of Duration AND (b) the number engaged users, AND (c) the Support Services tier and/or Hosting and Managed Services initially ordered and paid by the Customer. The current list of Subscription Plans is maintained and published by eXo at [www.exoplatform.com/terms-conditions/subscription-plans.pdf](http://www.exoplatform.com/terms-conditions/subscription-plans.pdf) and in Appendix 0 of this Agreement. eXo's then-current list prices shall increase by up to 7 % above the applicable list prices in the prior term. eXo will provide written notice of updated pricing at least thirty (30) days prior to the applicable renewal term. Fees for any other services will be charged on an as-quoted basis. All eXo supplied Software and Support Services will only be delivered to Customer electronically through the Internet. Unless otherwise specified on an Order Form, all invoices will be paid within thirty (30) days from the date of the invoice. Subscription Fees are non-refundable after payment. Payments will be made without right of set-off or chargeback. All payments must be made in the currency stated in the Order Form. Late payments will accrue interest at the rate of one and one half percent (1½%) per month, or, if lower, the maximum rate permitted under applicable law. If payment of

any fee is overdue, eXo may also suspend provision of the Services and the License of the Software until such delinquency is corrected.

**4.3 Taxes.** The amounts payable to eXo under this Agreement do not include any taxes, levies, or similar governmental charges, however designated, including any related penalties and interest (“**Taxes**”). Customer will pay (or reimburse eXo for the payment of) all Taxes except taxes on eXo’s net income, unless Customer provides eXo a valid state sales/use/excise tax exemption certificate or direct pay permit. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to eXo hereunder, Customer agrees to gross up payments actually made such that eXo shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.

**4.4 Audit Rights.** Customer will maintain accurate records as to its use of the Software as authorized by this Agreement, for at least two (2) years from the last day on which Subscription Plans expired for the applicable Software. eXo, or persons designated by eXo, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Software is used by Customer in accordance with the terms of this Agreement and that Customer has paid the applicable Subscription fees for the Software, provided that: (a) eXo may conduct no more than one (1) audit in any twelve (12) month period; (b) any such audit shall be subject to a mutually agreed upon non-disclosure agreement negotiated in good faith and entered into by the parties (including any third party agent eXo may use in connection with such audit); (c) the audit will be conducted during normal business hours; and (d) eXo shall use commercially reasonable efforts to minimize the disruption of Customer’s normal business activities in connection with any such audit. eXo, or persons designated by eXo, shall not have physical access to Customer’s computing devices in connection with any such audit, without Customer’s prior written consent. Customer shall promptly pay to eXo any underpayments revealed by any such audit. Any such audit will be performed at eXo’s expense, provided, however, that Customer shall promptly reimburse eXo for the cost of such audit and any applicable fees if such audit reveals an underpayment by Customer of more than five percent (5%) of the Subscription fees payable by Customer to eXo for the period audited.

## **5. Term, Termination and Expiration.**

**5.1 Term.** Unless otherwise stated in the applicable Order Form, the Term of this Agreement will begin on the Effective Date and will continue for the period set forth in the Order Form. Thereafter, this Agreement will be automatically renewed for additional terms of same duration as the current Agreement under the then-current list price and terms in effect at this date, unless notice to the contrary is given in writing ninety (90) days prior to such termination or unless otherwise stated in the applicable Order Form.

**5.2 Termination for Cause.** Either party may terminate this Agreement for cause if the other party materially breaches, but only by giving the breaching party written notice of termination and specifying in such notice the alleged material breach. The breaching party will have a grace period of thirty (30) days after such notice is served to cure the breach described therein. If the breach is not cured within the foregoing time period, this Agreement will automatically terminate upon the conclusion of such period. Notwithstanding the foregoing, eXo, in its sole discretion, may terminate this Agreement if Customer violates its obligations under Sections 3 and/or 7.

**5.3 Effects of Termination.** Upon termination of this Agreement for any reason or expiration : (a) any amounts owed to eXo under this Agreement before such termination or expiration will be immediately due and payable; (b) all License rights granted in this Agreement before such termination or expiration and in any Order Form will immediately terminate; (c) Customer must immediately stop all use of the Software; (d) eXo reserves the right to discontinue the service on the date of termination or expiration. A backup of customer data will then be available for a period of 30 days. At the end of this period, the data will be

deleted (e) Customer must erase all copies of the Software from Customer's computers, and destroy all copies of the Software and Documentation on tangible media in Customer's possession or control or return such copies to eXo; (f) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (g) Customer must certify in writing to eXo that it has returned or destroyed such Software and Documentation.

Sections 1, 4.4, 5.3, 6, 7, 8.3, 9 and 11 will survive expiration or termination of this Agreement for any reason.

## **6. Proprietary Rights.**

**6.1** As between the parties, Customer acknowledges and agrees that the Software, including its sequence, structure, organization, and source code, constitute certain valuable intellectual property rights including copyrights, trademarks, service marks, trade secrets, patents, patent applications, contractual rights of non-disclosure or any other intellectual property or proprietary right, arising of eXo and/or its suppliers. The Software is licensed and not sold to Customer, and no title or ownership to the Software or the intellectual property rights embodied therein passes as a result of this Agreement or any act pursuant to this Agreement. The Software and Documentation are the exclusive property of eXo and/or its suppliers, and all rights, title and interest in and to such not expressly granted to Customer in this Agreement are reserved. eXo owns all copies of the Software, in any form. Nothing in this Agreement will be deemed to grant, under any legal theory, a license under any of eXo's existing or future patents (or the existing or future patents of its suppliers).

**6.2** Customer acknowledges that in the course of performing any Support Services, eXo may create software or other works of authorship (collectively "**Work Products**"). Subject to Customer's rights in the Customer Confidential Information, eXo shall own all right, title and interest in such Work Products, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Support Services (a "**Deliverable**"), eXo hereby grants to Customer a license to such Deliverable under the same terms and conditions Customer's license to Software set forth in Section 3 above.

**6.3** Customer is not obtaining any intellectual property right in or to any materials, works of authorship, software provided by eXo to Customer in connection with the provision to Customer of Support Services ("**Materials**"), other than the rights of use specifically granted in this Agreement. Customer will be entitled to keep and use all Materials provided by eXo to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to eXo. In particular and without limitation, Materials may not be copied electronically or otherwise whether or not for archival purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All eXo trademarks, trade names, logos and notices present on the Materials will be preserved and not deliberately defaced, modified or obliterated except by normal wear and tear. Customer shall not use any eXo trademarks without eXo's express written authorization.

**6.4 Specific Developments** : Other than the limited rights specifically granted in this Agreement. eXo will own all right, title, and interest in and to its pre-existing technology, the Software, Support Services, Hosting and Managed Services, and all modifications, enhancements and Work Products thereof, and all associated Intellectual Property Rights. Subject to eXo' rights in its pre-existing technology, Customer will own all right, title and interest in and to all Specific Developments, if applicable, and all Intellectual Property Rights associated with such Specific Developments. eXo hereby acknowledges that Specific Developments are works done under the Customer's direction and control and have been specially ordered or commissioned by Customer.

**7. Confidential Information.** The term "Confidential Information" shall mean any information disclosed by either party (the "**Discloser**") to the other party (the "**Recipient**") in connection with this Agreement, that is disclosed in writing, orally or by

inspection and is identified as "Confidential" or "Proprietary", or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Recipient. Notwithstanding the foregoing, the following is "Confidential Information" of eXo: Any information, in whatever form, disclosed by eXo that relates to the Software and that is not publicly known. The Recipient shall treat as confidential all Confidential Information received from the Discloser, shall not use such Confidential Information except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without the Discloser's prior written consent; provided, however, the Recipient may disclose Confidential Information to its employees and contractors on a need-to-know-basis, who have an agreement with the Recipient that would protect the Discloser to the same extent and which restricts disclosure of the Confidential Information in the same manner as this Agreement. The Recipient is liable for all acts and omissions of its employees and contractors that such act or omission would be a breach of this Agreement if it had been done by the Recipient. The Recipient shall use the same measures to protect the Confidential Information that it takes with its own most confidential information, but in no event less than reasonable measures, to prevent the disclosure and unauthorized use of Confidential Information. Notwithstanding the above, the restrictions of this Section shall not apply to information that: (a) was independently developed by the Recipient without any use of the Confidential Information of the Discloser; (b) becomes known to the Recipient, without restriction, from a third party without breach of this Agreement and who had a right to disclose it; (c) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Recipient; (d) was rightfully known to the Recipient, without restriction, at the time of disclosure; or (e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient shall provide prompt notice thereof to the Discloser and shall use its reasonable best efforts to prevent public disclosure of such information. Recipient shall, at Discloser's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Recipient as Confidential Information, or at Discloser's option, certify destruction of the same.

## **8. Warranties**

**8.1 Performance.** eXo warrants to Customer that, for a period of thirty (30) days from the Effective Date ("**Warranty Period**"), the Software, when used as permitted under this Agreement and in accordance with its Documentation, will operate in substantial conformity with its Documentation. eXo's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in eXo's sole discretion, to replace the non-conforming Software or use commercially reasonable efforts to correct the non-conformity; provided that eXo is notified in writing of such non-conformity within the Warranty Period. This warranty shall not apply if: (i) the Software is used outside the scope of this Agreement or used inconsistently with its Documentation; (ii) the Software is modified or altered in any way except by eXo; or (iii) damages are due to negligence or misuse or abuse of the Software. Any replacement or error correction will not extend the original Warranty Period.

**8.2 Support Services and Hosting and Managed Services.** The Support Services and/or Hosting and Managed Services shall be deemed accepted by Customer upon delivery. eXo warrants that the Support Services and Hosting and Managed Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. eXo's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for eXo to re-perform the applicable Services; provided that eXo is notified in writing of such non-conformity is notified and reasoned in writing within three (3) days following the occurrence of a default in the performance of the relevant Services.

**8.3 Disclaimer.** THE SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS." EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 8.1 AND 8.2, EXO MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, SERVICES OR ANY OTHER MATERIAL, INFORMATION OR SERVICES PROVIDED



HEREUNDER. eXo hereby disclaims all other warranties of merchantability, fitness for a particular purpose, accuracy, result, effort, title and non-infringement. eXo does not warrant that any software or any services will be provided error free, will operate without interruption or will fulfill any of Customer's particular purposes or needs. Customer acknowledges that IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 8.1 and 8.2 AND THAT NO WARRANTIES ARE MADE BY ANY OF EXO'S SUPPLIERS OR DISTRIBUTORS. Customer acknowledges and agrees that the prices offered under this agreement reflect these negotiated warranty provisions. To the extent that eXo cannot disclaim any such warranty as a matter of applicable law. To the avoidance of doubt, in no event will the applicable law have any effect on the limitation of liability set forth in section 9.

**9. Limitation of Liability.** Neither party will be liable to any other party for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to this Agreement under any legal theory, including but not limited to (i) lost profits, lost data or business interruption, even if such party has been advised of, knows of, or should know of the possibility of such damages, AND (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE SOFTWARE claim attributable to errors, omissions or other inaccuracies in or destructive properties of the software or any Services. Regardless of the cause of action, whether in contract, tort or otherwise, neither party's total cumulative liability for actual damages arising out of or related to this Agreement will exceed the total amount of subscription fees that Customer has paid for the Software or Services giving rise to such liability. NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SOFTWARE NOR THE SERVICES PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTIONS ACCRUES. Notwithstanding anything to the contrary herein, the limitations of this Section 9 will not apply to or otherwise limit either party's breach of its obligations of nondisclosure under Section 7 or Customer's breach of the license restrictions in Section 3. The parties acknowledge that this Section 9 reflects the allocation of risk between the parties and that neither party would enter into this Agreement without these limitations on its liability. This Limitation of Liability will apply notwithstanding the failure of essential purpose of any limited remedy set forth herein.

#### **10. Indemnification**

**10.1 eXo's Obligation.** Subject to the remainder of Section 10, eXo will defend Customer against any third party claim that the Software licensed hereunder infringes any copyrights registered or issued as of the Effective Date ("**Infringement Claim**") and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement ; provided that Customer (i) notifies eXo promptly in writing of such Infringement Claim, (ii) grants eXo sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to an eXo request for assistance. eXo will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of eXo.

**10.2 Cure.** Should any Software become, or in eXo's opinion be likely to become, the subject of such an Infringement Claim, eXo shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Software and, upon receipt thereof, the corresponding licenses are terminated and eXo shall refund the price paid by Customer, less straight-line depreciation based on a three (3) year useful life.

**10.3 Exclusions.** eXo shall have no liability after the termination of the Agreement, and if the alleged infringement is based on (1) combination with non-eXo products, (2) use for a purpose or in a manner for which the Software were not designed, (3) use of any older version of the Software when use of a newer eXo revision would have avoided the infringement, (4) any modification

made by anyone other than eXo, (5) any modification made by eXo pursuant to Customer's specific instructions, or (6) any intellectual property right owned or licensed by Customer, excluding the Software.

**10.4 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EXO'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.**

**11. General**

**11.1 Notices.** All notices under this Agreement must be delivered in writing in person, by courier, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the applicable Order Form and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving written notice of the new address to the other party.

**11.2 Relationship of the Parties.** The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. There are no third party beneficiaries to this Agreement.

**11.3 Assignments.** Customer may not assign or transfer any of its rights or delegate any of its duties under this Agreement (including its licenses with respect to the Software) to any third party unless expressly authorized in writing by eXo. Any other attempted assignment or transfer by Customer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**11.4 Governing Law and Venue.**

**11.4.1** If this Agreement is entered into with eXo Platform SAS, it will be governed by the laws of France and the Paris Courts will have exclusive jurisdiction over any dispute arising out or connected with this Agreement and the French version of the Agreement will prevail.

**11.4.2** If this Agreement is entered into with eXo Platform NA LLC, it will be governed by the laws applicable in the state of New York and by the applicable federal laws of United States of America, the New York state Courts will have exclusive jurisdiction over any dispute arising out or connected with this Agreement, and the English version of this Agreement will prevail.

**11.4.3** If this Agreement is entered into with eXo Platform Luxembourg SARL, it will be governed by the laws of Luxembourg and the Luxembourg Courts will have exclusive jurisdiction over any dispute arising out or connected with this Agreement and the French version of the Agreement will prevail.

**11.5 Marketing Activities.** Customer agrees that eXo may from time to time identify Customer (with its name, logo and/or trademark) as an eXo customer in or on its web site, sales and marketing materials or press releases, subject to Customer's trademark and logo usage guidelines provided by Customer.

**11.6 Remedies.** Except as specifically provided otherwise in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of eXo and that any actual or threatened disclosure or misapplication of such Software or Confidential Information will constitute immediate and irreparable harm to eXo for which monetary damages would be an inadequate remedy and for which eXo will be entitled to seek injunctive relief. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**11.7 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.8 Severability.** If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 9 will remain in effect notwithstanding the unenforceability of any provision in Section 8.3.

**11.9 Force Majeure.** Except for Customer's obligations to pay eXo hereunder, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control to the extent the occurrence is caused by fires, floods, epidemics, famines, earthquakes, hurricanes and other natural disasters or acts of God, regulation or acts of any civilian or military authority or act of any self-regulatory authority, wars, terrorism, riots, civil unrest, sabotage, theft or other criminal acts of third parties.

**11.10 Entire Agreement.** This Agreement (including each Order Form, and attachment thereto) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of this Agreement will control over any conflicting provisions in an Order Form or any standard terms and conditions set forth on either party's form documents, including any purchase order or click-through agreement contained on a Web site and any conflicting terms in any "click-to-accept" end user license agreement that may be embedded within the Software, except for terms regarding Third-Party Software which are incorporated herein by reference under Section 3.4 ("Third-Party Software").

## Appendix 0: Subscription Plans

During the time that Customer has paid the applicable annual Subscription fees, Customer will receive access to (a) the applicable Software via an official download location provided by eXo, (b) a Licence key allowing for unlocking the Software runtime, (c) the applicable Software Updates, when and if available, via an official download location provided by eXo, (d) the applicable level of Support Services as described in Appendix 1 and (e) the applicable level of Hosting and Management Services as described in Appendix 3.

### 1. Additional Definitions

#### 1.1 Installed Systems

For purposes of the Subscription plans described in this Appendix, the term "Installed Systems" refers to installations of the Software on one or several physical or virtual servers or workstations running a tier limit of CORE Processors (e.g., up to 64 or up to 256) or a tier limit of Registered Users (e.g, 301 or 1247). Each Installed System running the Software must be covered by an active Subscription plan. eXo reserves all rights to change the tier limits from time to time. Such change will be notified to Customer through a written notice issued no less than 60 (sixty) days before the change.

#### 1.2 Unit Count

For the avoidance of doubt, and unless specified in an applicable Order Form, all Installed Systems count toward the limit of CORE Processors band or Registered Users number purchased through a Subscription Plan, regardless of their actual usage.

#### 1.3 Authorized deployment topology

Subscription Plans may introduce benefits and limitations regarding the type of deployment allowed to Customer. (a) A Single Server deployment means an Installed System hosting the Software in a single Java Virtual Machine. (b) A Multi Server deployment refers to Installed Systems hosting the Software in multiple Java Virtual Machines. (c) A High Availability deployment refers to Installed Systems hosting the Software in multiple Java Virtual Machines communicating together to ensure better scaling capabilities and performance.

#### 1.4 Software Package Deliverable

Depending on the Subscription Plan purchased by Customer, eXo will deliver to Customer the Software Package according to the following available distributions :

**1.4.1 The Official Software Installer** is a distribution package allowing Customer to install the Software, relevant Official Add-ons and a predefined middleware stack necessary to execute the Software Binary code in a single Production environment. Changes and/or modifications and/or disruption and/or augmentation by any means including specific code or integration to third parties software of the components installed by the Official Software Installer are not allowed and constitute a material breach of the this agreement.

**1.4.2 The Official Binary Software Archive** is a distribution package of the Software dedicated to be installed by Customer within its own server environment. This distribution does not include any third party middleware components therefore it remains the sole responsibility of Customer to provide and install them if they're not already in place.

## 2. Subscription Plans details

Unless specified in an applicable Order Form, purchasing a Subscription Plan will entitle Customer to benefit from the following items :

(V means available, X means Not available for this tier or plan)

	<b>“Professional” Subscription</b>	<b>“Enterprise” Subscription</b>	<b>“Ultimate” Subscription</b>
<b>Software</b>			
<b>Access to certified Production-ready Software</b>	V	V	V
<b>Software Package Deliverable</b>	X (Hosted only)	X (Hosted only)	Official Binary Software archive
<b>Authorized Official Software Add-ons</b>	Listing available in Appendix 4		
<b>Multi-year Software Support Lifecycle policy, Software certified updates, patches and bug fixes through Maintenance program</b> (As defined in Appendix 1) (*)	V	V	V
<b>Access to Documentation and technical guides</b> (administration & usage, Installation, development)	V	V	V
<b>Services</b>			
<b>Access to Customer Success Program</b>	V	V	V
<b>Access to Support Services</b> (As defined in Appendix 1)	Help Desk	Help Desk Technical Support	Help Desk Technical Support
<b>Support Services SLA Guidelines</b>	Standard SLA	Standard SLA	Premium SLA
<b>Hosting and Managed Services Available</b> (**)	“Professional” Hosting Hosting Support	“Enterprise” Hosting Hosting Support	“Ultimate” Hosting Hosting Support
<b>Professional Services Available</b> (***)	Consulting Training	Consulting Training	Consulting Training Specific Developments

<b>Installed Systems allowance</b>			
<b>Applicable Unit</b>	Engaged User	Engaged User	Engaged User
<b>Registered users number</b>	Unlimited	Unlimited	Unlimited
<b>Authorized production deployment topology</b>	Single Server (hosted by eXo)	Dedicated Single Server (hosted by eXo)	Single Server Multi Server High Availability
<b>Authorized project deployment topology</b>	None	One (1) Single Server Sandbox Two (2) Developer Workstations	No restrictions.

(\*) Extended Lifetime Support is available as an optional component of a Subscription Plan under nonstandard conditions as defined in an additional Order Form. For the avoidance of doubt, no Subscription Plan includes any Extended Lifetime Support by default AND the acquisition of an Extended Lifetime Support requires an existing Subscription Plan during its whole Duration.

(\*\*) Hosting and Managed Services are sold as part of a Subscription Plan. Hosting and Managed Services terms are defined in Appendix 3.

(\*\*\*) Unless otherwise specified in an applicable Order Form, Subscription plans never include any Professional Services by default but rather enable their purchase. Professional Services terms are defined in Appendix 2.

**3. Current Subscription Plans**

**3.1. General Information in Commercial Offers**

The Subscription Plans may vary in time at eXo’s sole discretion. eXo does not guarantee the permanent availability of a Subscription Plan and its associated benefits and limitations. Any Subscription Plan acquired by the Customer remains however valid during the initial Term indicated in the applicable Order Form, including its benefits and limitations. At the end of this period, the renewal terms set out in article 4.2 of the Master Subscription Agreement apply fully, without recourse or compensation for the Client.

The catalog of commercial offers available for purchase to date through a Subscription Plan is included only in this appendix. Any other source, publication, reseller or distributor’s catalog, advertising by eXo or a third party cannot be opposed to eXo for any remedy.

### 3.2 Official Subscription Plans Catalog

The following table lists the references and official designation of eXo Subscription Plans available for purchase, to date.

SKU	Detail
<b>Ultimate Offer</b>	
ULT-1Y	eXo Platform Ultimate - 1 year
ULT-3Y	eXo Platform Ultimate - 3 years
ULT-O365-1Y	eXo Platform Ultimate for O365- 1 year
ULT-O365-3Y	eXo Platform Ultimate for O365- 3 years
ULT-GS-1Y	eXo Platform Ultimate for Google Suite - 1 year
ULT-GS-3Y	eXo Platform Ultimate for Google Suite - 3 years
ADDU-1Y	Additionnel users Ultimate, X, 1 year
ADDU-3Y	Additionnel users Ultimate, X, 3 years
<b>Enterprise Offer</b>	
ENT-1Y	eXo Platform Enterprise - 1 year
ENT-3Y	eXo Platform Enterprise - 3 years
ENT-O365-1Y	eXo Platform Enterprise for O365 - 1 year
ENT-O365-3Y	eXo Platform Enterprise for O365 - 3 years
ENT-GS-1Y	eXo Platform Enterprise for Google Suite - 1 year
ENT-GS-3Y	eXo Platform Enterprise for Google Suite - 3 years
ADDU-1Y	Additionnel users Enterprise, X, 1 year
ADDU-3Y	Additionnel users Enterprise, X, 3 years
<b>Professional Edition</b>	
PRO-1Y	eXo Platform Professional - 1 year

PRO-3Y	eXo Platform Professional - 3 years
ADDU-1Y	Additionnel users Professional, X, 1 year
ADDU-3Y	Additionnel users Professional, X, 3 years
<b>Connectors</b>	
ENG-5K-1Y	Engagement Analytics Module - 1 year - up to 5000 users
ENG-15K-1Y	Engagement Analytics Module - 1 year - up to 15000 users
ENG-30K-1Y	Engagement Analytics Module - 1 year - up to 30000 users
ENG-UNL-1Y	Engagement Analytics Module - 1 year - Unlimmited users
COEDIT-100	eXo Co-Edition Module - 100 connexions*
COEDIT-200	eXo Co-Edition Module - 200 connexions
COEDIT-400	eXo Co-Edition Module - 400 connexions
COEDIT-1000	eXo Co-Edition Module - 1000 connexions
COEDIT-2000	eXo Co-Edition Module - 2000 connexions
COEDIT-6000	eXo Co-Edition Module - 6000 connexions
<b>Enterprise Plus Edition (existing contracts only)</b>	
ENTPLUS-PREM64-3Y	eXo Platform Enterprise Plus - Premium Support 64 Cores – 3 Years
ENTPLUS-PREM32-3Y	eXo Platform Enterprise Plus - Premium Support 32 Cores – 3 Years
ENTPLUS-PREM16-3Y	eXo Platform Enterprise Plus- Premium Support 16 Cores – 3 Years
ENTPLUS-STD64-3Y	eXo Platform Enterprise Plus - Standard Support 64 Cores – 3 Years
ENTPLUS-STD32-3Y	eXo Platform Enterprise Plus - Standard Support 32 Cores – 3 Years
ENTPLUS-STD16-3Y	eXo Platform Enterprise Plus - Standard Support 16 Cores – 3 Years

\*:connexion means the maximum number of documents that can be edited in the same time



## Appendix 1: Support Services

### 1.1 Support Services entitlement

The Support Services are intended only for use by Customer (including through its contractors and agents) and for the benefit of the Customer and only for the Installed Systems (as defined below) for which Customer has purchased a Subscription Plan. Any unauthorized use of the Support Services will be deemed to be a material breach of this Agreement

### 1.2 Support Services Start Date

Unless otherwise agreed in an Order Form, the Support Services will begin on the date Customer purchases a Subscription Plan as set forth in the applicable Order Form.

### 1.3 Support Services Scope of Coverage

eXo Support Services are intended to provide functional and/or technical assistance, troubleshooting competence and Software Maintenance to Customer. The benefits of these Support Services vary according to the Subscription Plan purchased by the Customer (See Subscription Plan Details in Appendix 0).

Support Services are delivered remotely through an industrialized organization and SLA-driven processes. Customer may formulate requests through the support portal made available by eXo.

Support services are provided in the English and/or French languages only. At the opening of the service, eXo and the Customer will agree on the contact information appointed to interact with eXo as part of the Support Services.

This information may be changed upon request by the Client during the period of validity of the Subscription

For the avoidance of doubt and unless specified in an applicable Order Form, Support Services never include any on-site intervention. Such interventions shall be scoped and ordered through additional Professional Services.

Support Services do not include assistance with code development, system and/or network design, architectural design, major Releases changes for the Software or for third party software made available with the Software. Such interventions will be scoped jointly by eXo and the Customer and ordered through additional Consulting Services.

Unless specified in applicable order form, eXo does not provide Support Services for Software that has been modified nor for Customer specific developments. Specific development support option is available for development homologation only part of premium support services.

Support Services are provided only according to the Supported Environments Policy listed at <https://www.exoplatform.com/terms-conditions/supported-environments.pdf>. Support Services are not provided on environments outside of the scope referenced above.

Depending on the Subscription Plan purchased by Customer, Customer has access to several services and escalations:

#### 1.3.1 Help Desk

Help Desk is the primary entry point for Customer requests. All Customer requests made within the scope of Support Services must be initiated at the Help Desk. Help Desk support consists in administrative acknowledgement of support requests, the formulation of recommendations for use and functional administration, case management, basic troubleshooting, and providing common solutions to functional-related questions.

#### 1.3.2 Technical Support

Technical Support consists of assistance for installation, configuration, technical administration, advanced troubleshooting, issue diagnosis and reproduction and the provision of technical workarounds and procedures to be performed by Customer on the applicable Software in the context of an Client-hosted and/or managed infrastructure, n an Authorized Deployment Topology.

### **1.3.3 Hosting Support**

Hosting Support consists of a technical assistance dedicated to Customers who purchased an Hosting and Managed Services Option. Hosting Support includes assistance for issue diagnosis, reproduction and resolution and Task Orders operations (as defined in Appendix 3 – Hosting and Managed Services).

### **1.3.4 Maintenance Program**

During the validity period of a Subscription Plan purchased by Customer, and in accordance to any special conditions set forth in the Order Form, eXo shall provide to Customer certified patches and Updates for the installed Software (including any related Documentation). Maintenance benefits are ruled by the eXo maintenance program visible at <https://www.exoplatform.com/terms-conditions/maintenance-program.pdf>.

eXo does not provide Maintenance for Software that has been modified nor for Customer specific development.

## 2. Support Services benefits summary by Subscription Plan

Unless specified in an applicable Order Form, and depending on the target deployment option (On-premise or Hosted) purchasing a Subscription Plan entitles Customer to receive Support Services according to the following benefits:

(V means available, X means Not available for this tier or plan)

### 2.1 On-premise Installations

Support Services Benefits for On-Premise installation	
Subscription Plan	Ultimated
SLA guideline	Premium
Ongoing support	V
Case Management	V
Support channel	Web and Phone
Number of named contacts	5
<b>Help Desk (Level 1)</b>	
Usage information	V
Basic troubleshooting	V
Functional administration assistance	V
<b>Technical Support (Level 2)</b>	
Installation and configuration instructions	V
Technical administration assistance	V
Advanced troubleshooting	V
Issue diagnosis and reproduction	V
Workarounds and procedures	V
Specific Development Support	Option
<b>Maintenance Program (Level 3)</b>	
Maintenance versions	V
Cumulative patches versions	V
One-off patches	V

## 2.2 Hosted Installations (Cloud)

<b>Support Services Benefits for Hosted installations</b>			
<b>Subscription Plan</b>	<b>Professional</b>	<b>Enterprise</b>	<b>Ultimate</b>
<b>SLA guideline</b>	Standard	Standard	Premium
<b>Ongoing support</b>	X	X	V
<b>Case Management</b>	V	V	V
<b>Support channel</b>	Web	Web	Web and Phone
<b>Number of named Contacts</b>	1	3	5
<b>Help Desk (Level 1)</b>			
<b>Usage information</b>	V	V	V
<b>Basic troubleshooting</b>	V	V	V
<b>Functional administration assistance</b>	V	V	V
<b>Hosting Support (Level 2)</b>			
<b>Issue diagnosis and reproduction</b>	X	V	V
<b>Task order Operations</b>	X	V	V
<b>Maintenance Program (Level 3)</b>			
<b>Maintenance versions</b>	V	V	V
<b>Cumulative patches versions</b>	V	V	V
<b>One-off patches</b>	X	V	V

### **3. Support Services SLA Guidelines**

#### **3.1 Support Services escalation**

Within the course of a Customer request to eXo Support Services, a case will be handled thanks to the following escalation procedure :

- **Level One Support** means administrative and technical acknowledgement of support requests, documentation of requests, basic troubleshooting, and providing common solutions for issues requiring less than 30 minutes to resolve. If no solution is found, a Level Two escalation is made.
- **Level Two Support** means the escalation point for Level One Support. Level Two Support provides support for issues requiring more than thirty (30) minutes to resolve, in-depth research and troubleshooting. All requests reporting one or more Errors with known solutions are Level One and Two Support issues.
- **Level Three Support** means acknowledgement of a category of Errors reported by eXo for the Software which, after initial analysis is determined most likely to be the result of a design defect with the Software or the result of a complex interaction that requires a bug fix as described in the eXo Software maintenance program.

#### **3.2 Incident Response by Severity**

Incident severity levels (defined below) are utilized in establishing the incident impact to the Customer upon incident receipt and will be used to set mutual expectations between Customer and eXo. Severities are established by eXo in accordance with the Severity Levels definitions below and are subject to change during the progress of each specific case.

#### **3.3 Mutual obligations**

To help ensure a smooth interaction during the processing of a case, and especially for those with a high severity, it is essential that all parties remain engaged until the case is resolved or qualified with a lower severity level. This includes but is not limited to:

- Provision to eXo Support Services staff of all relevant contact information as well as all technical activities in progress, runtime logs, technical parameters, and all information available and relevant allowing for a deep analysis of the situation.
- Execution of recommendations and procedures emitted by eXo Support Services staff.

#### **3.4 Support Services and Software Delivery**

Unless otherwise set forth in an applicable Order Form, (1) eXo will be the primary source for communication with Customer for requests that are covered by Support Services and (2) the Software Updates, when and if available, will be delivered to Customer via eXo Customer Portal.

Customer shall designate the number of named contacts as stated in the applicable Subscription Plan or in an applicable Order Form.

In addition to and for purposes of assessing the quality of the service provided, Customer will provide data, and other relevant information upon eXo's request.

#### **3.5 Ongoing Support**

Provided Customer has purchased an eligible Subscription Plan or as specified in an applicable Order form, and in case of a Severity 1 issue (see Severity Levels definitions below) eXo Support Services staff will remain engaged on an ongoing basis until case resolution or Severity decreases.

#### **3.6 Support Services SLA Guidelines**

eXo will use commercially reasonable efforts to provide Support Services in accordance with the Services Level Agreement (SLA) guidelines set forth in Table below. eXo's Support Services standard business hours ("Standard Business Hours") are 8h-18h GMT, from Monday to Friday, excluding regular bank holidays.

**Table: Support Services SLA Guidelines**

(V means available, X means Not available for this tier or plan)

Target Response Time		
	Standard	Premium
<b>Severity 1 (Blocker):</b> An Error which severely impacts Customer's production environment (such as loss of production data) or in which Customer's production systems are not functioning. The situation halts Customer's business operations, and no procedural workaround exists.	1 Business Hour	1 hour option 24x7
<b>Severity 2 (Major):</b> An Error where Customer's system is functioning but in a severely reduced capacity. The situation is causing a high impact to portions of Customer's business operations, and no procedural workaround exists.	4 Business Hours	4 Hours option 24x7
<b>Severity 3 (Minor):</b> An Error which involves partial, non-critical functionality loss of a production or development system. There is a medium-to-low impact on Customer's business, but Customer's business continues to function, including by using a procedural workaround.	2 Business Days	1 Business Day
<b>Severity 4 (None/Info):</b> A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. There is low-to-no impact on Customer's business or the performance or functionality of Customer's system.	3 Business Days	2 Business Days

### 3.7 Support Services Operational Processes

Support Services detailed operational Processes are available at <https://www.exoplatform.com/terms-conditions/support-operations.pdf>

### 3.8 Data Protection

Support Services are delivered according to Data Protection terms as defined in Appendix 5 also visible at <https://www.exoplatform.com/terms-conditions/data-protection.pdf>

## **Appendix 2: Professional Services**

eXo provides services exclusively to customers covered by a valid enterprise subscription plan. Terms and conditions governing eXo's Professional Services delivery processes are stated below.

### **1. eXo Consulting Services**

#### **1.1. Scope of appliance**

eXo consulting services ("Consulting Services") are meant to provide assistance to Customer on activities involving the Software such as :

- Technical and functional project design and specifications,
- User Onboarding and collaborative practices adoption,
- Migration and Updates
- IT operations and expertise,
- On-site technical or functional POCs (Proof Of Concept)

The Consulting Services do not include any Subscription Plan.

#### **1.2. Performance and Deliverables**

eXo agrees to provide the Consulting Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates in such Order Form. eXo shall perform the Consulting Services professionally and diligently and will use its commercially reasonable efforts to perform the Consulting Services in a timely manner.

eXo and the Customer agree to scope the amount and nature of Consulting Services needed in accordance with the involved project.

Consulting Services available scoping unit is the "men.day" and will depend on the seniority of the human resource profile qualified by eXo to match the requirements of the Customer.

#### **1.3. Responsibilities**

As long as Consulting Services are a time-and-materials commitment, those are meant to be delivered under the operational responsibility of the Customer.

eXo agrees to provide the Customer with reasonable advance notice in the event eXo expects a failure on its part to satisfy a delivery date specified in an Order Form.

#### **1.4 Ordering, invoicing and Payment**

eXo's Consulting Services are meant to be ordered prior to delivery and paid upon the timeframe specified in the related Order Form.

Unless stated in the applicable Order Form, the delivery shall then occur within a timeframe of three (3) months, starting on the effective date of the related Order Form. Any remaining amount of Consulting Services past those three months will be lost and invoiced as if delivered.

The Consulting Services will be agreed to be received upon the presentation of a timesheet by eXo to the Customer, which document will be shared between service managers on a monthly basis.

Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.

## **2. eXo Training Services**

### **2.1. Scope of appliance**

eXo's Training Services are meant to provide training to Customer human resources under the following scope :

- "Training Services" means eXo's training courses, including eXo's publicly available courses and courses provided at a site designated by the Customer
- The Training Services do not include any additional Subscription Plan.

### **2.2. Performance and Deliverables**

eXo agrees to provide the Training Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates in such Order Form.

eXo and the Customer agree to scope the amount and nature of Training Services needed in accordance with the involved project.

### **2.3. Equipment and Facilities**

For on-site courses, Customer will supply the facility and equipment as set forth in the Order Form. If eXo agrees to provide the training facilities and hardware, Customer will be liable for any loss or destruction of this equipment and hardware used in connection with the Training Services.

### **2.4. Customer Responsibilities**

Customer is responsible for assessing each participant's suitability for the Training Services, enrollment in the appropriate course(s) and Customer's participants' attendance at scheduled courses.

### **2.5. Rights to Training Materials**

All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training Services or developed during the performance of the Training Services (collectively, the "**Training Materials**") are the sole property of eXo and are copyrighted by eXo unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of eXo. Training Materials are eXo's confidential and proprietary information.

### **2.6. Ordering, invoicing and Payment**

eXo's Training Services are meant to be ordered and paid prior to delivery.

The delivery shall then occur within a timeframe of three (3) months, starting with the date of appliance of the related Order Form. Any remaining amount of Training Services past those three months will be lost. Cancellation of Training Services are subject to eXo's Professional Services Cancellation Policy or specified in an applicable Order Form. Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.



### **3. eXo Specific Development Services**

#### **3.1. Scope of appliance**

eXo's specific development services ("Specific Development Services") are meant to provide Customer with developments involving the Software such as :

- Specific development,
- Custom extensions,
- Off-site PoCs (Proof of Concept),

The Specific Development Services don't include any Subscription Plan..

#### **3.2. Performance and Deliverables**

eXo agrees to provide the Specific Development Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates according to the technical offer appendix provided by eXo with such Order Form.

eXo and the Customer agree to scope the amount and nature of Specific Development Services needed in accordance with the involved project.

Specific Development Services are generally tied to statement of work which will:

- Specify the applicable documents or materials used to describe the Customer requirements and expected results
- Specify the eXo's project management phases, Deliverables, commitments and means to fulfill the project requirements and warrant the result.

Such an offer will be attached to an Order Form and is subject to changes emitted through a "**Change Order**", as set forth below.

**Change Order.** The parties may, upon mutual agreement in a written order, at any time, make changes including deletions or additions, within the general scope of this Agreement, to the Specific Development Services to be performed. If any such change causes an increase or decrease in the time and/or means required for performance of any part of the Specific Development Services, the parties will make an equitable adjustment in delivery schedule and shall modify applicable Order Form accordingly.

#### **3.3. Ordering, invoicing and Payment**

eXo's Specific Development Services are meant to be ordered prior to project start and paid in compliance with the payment term or the payment schedule specified in the related Order Form.

The Specific Development Services will be deemed definitively accepted upon validation by the Customer of the Deliverables provided by eXo in accordance with the delays, the scope and the expected quality criteria specified within the technical and organizational offer attached to the corresponding Order Form.

Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.

#### **4. eXo's Professional Services Cancellation Policy**

Training courses registrations or Professional Services resource allocations are not confirmed until an executed Order Form is received.

Unless specified in an applicable Order Form all purchases of Professional Services are final, tied to a validity period and non-refundable.

Customer may either reschedule or select credit toward a future allocation up to 14 (fourteen) calendar days prior to the start date of the Professional Services Customer purchased. The credit must be used within 3 months of the original course start date. eXo reserves the right to cancel any Training Services course. If a course is cancelled, we will contact students by telephone and email to arrange for training credit. Every effort will be made to reschedule a cancelled course or transfer enrollments to a later date.

## Appendix 3: Hosting and Managed Services

### 1. Hosting and Managed Services General Policy

#### 1.1. Hosting and Managed Services entitlement

The Hosting and Managed Services are intended only for use by Customer (including through its contractors and agents) and for the benefit of the Customer and only for the Installed Systems (as defined below) for which Customer has purchased a Subscription Plan. Any unauthorized use of the Hosting and Managed Services will be deemed to be a material breach of this Agreement. In addition, usage of the Hosting and Managed Services is governed by the Fair Use policy as stated in chapter 1.5 of this appendix.

#### 1.2. Hosting and Managed Services Start Date

Unless otherwise agreed in an Order Form, the Hosting and Managed Services will begin on the Effective date of a Subscription Plan as set forth in the applicable Order Form.

#### 1.3. Hosting and Managed Services Scope of Coverage

Customer may elect to hand over the Production hosting and management of the Software to eXo to benefit from a SaaS (Software As A Service) deployment. Hosting and Managed Services serve this purpose and must be ordered as part of a Subscription Plan (stated in Appendix 0).

Hosting and Managed Services consist of the provision of a tier-based set of features as defined in chapter 2 of this appendix.

For the avoidance of doubt, Hosting and Managed Services exclude the following benefits and/or activities :

- Access to servers and/or any component of the hosting infrastructure (eg through SSH or any remote command line interface),
- Customizations, Specific developments, Specific integrations (indicated as “**Custom Extensions**” hereafter) and their related testing, user acceptance, technical acceptance. For the avoidance of doubt, shall Customer require to deploy programmatic extensions on top of the Software, Customer will remain fully responsible for Custom Extensions quality and compliance with the Software development and operating guidelines. Such rules are available in the Documentation. eXo reserves full rights to undeploy Customer extensions which infringes either the Security and Data Privacy or Fair Use policies.
- Installation of Add-ons which are not eligible as an eXo Official Add-On as stated in Appendix 4,

#### 1.4. Definitions

eXo Hosting is the hosting platform designed and used by eXo to deliver the Software as a service. For the purpose of providing the Service to Customer, Installed Systems hosting the Software Service are physically located on a server in data centers of partners specifically selected by eXo. eXo data center partners provide hardware infrastructure, power, network, storage and backup services. eXo is responsible for provisioning, monitoring, and managing the servers, and for providing Managed Services to eXo Hosting customers.

### **1.5. Communications and Delivery**

Unless otherwise set forth in an applicable Order Form, (1) eXo will be the primary source for communication with Customer and (2) The Managed Services entry point will be performed through the eXo Support Services desk and (3) the provision of the Hosting Services will be deemed accepted once Customer accesses the Service successfully.

By entering this Agreement, Customer agrees to NOT establish direct contact toward an eXo data center partners for any technical or business case that involves a Software installation Hosted and Managed by eXo.

### **1.6. Fair Use Policy**

eXo Hosting and Managed Services are delivered in exchange of a Fair Use Policy counterpart that introduces a set of obligations to Customer and Users.

#### **1.6.1. Access**

Access to the Service is available at the Internet address provided by eXo upon initialization of the Service. Upon entering into this Agreement with the Customer or User, eXo will provide the Customer or User with a username and password for accessing the Service.

eXo reserves the right to refuse registration, or to refuse or limit access to the Service, to anyone in its sole discretion. Customer will provide accurate, current, and complete information in connection with User registration and agree to maintain the security of their username(s) and password(s) at all times. CUSTOMER UNDERSTAND THAT ANY PERSON WITH A REGISTERED USER USERNAME(S) AND PASSWORD(S) MAY BE ABLE TO ACCESS THE CORRESPONDING USER ACCOUNT (INCLUDING ALL CONTENT THEREIN). CUSTOMER ACCEPTS ALL RISKS OF UNAUTHORIZED ACCESS TO A REGISTERED USER ACCOUNT BASED ON THE SHARING OR LOSS OF A USERNAME AND PASSWORD. Usernames and passwords are personal to each User, should be kept in confidence and may only used by the physical person to whom they are assigned. Customer are at all times fully liable for all acts and omissions by Users who have access to their account on the Service. Users have an access granted, and Customer agree to indemnify eXo for all claims and losses related to such acts and omissions. Customer will promptly notify eXo if it discovers or otherwise suspects any security breaches related to the Service, including any unauthorized use or disclosure of a username or password.

Users are responsible for all activity occurring under their User or Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. In addition, User shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by their employer and/or the applicable administrators of their account. Customer shall: (i) notify eXo immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to eXo immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by any User to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service. By accessing the Service, Customer represents and warrants that Users have not falsely identified themselves nor provided any false information to gain access to the Service and that Customer billing information, if any, is correct.

#### **1.6.2. Disruption**

Users should not attempt activities that could cause any disruption such as :

Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services.

Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data.

Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data.

Deciphering any transmissions to or from the servers running the services.

Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

- Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
- Going far beyond the use parameters for any given service as described in its corresponding documentation
- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the services were designed

### **1.6.3. Wrongful Activities**

Users should not attempt any wrongful activities such as :

Misrepresentation of Users, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with eXo or any third party)

Using the services to violate the privacy of others, including publishing or posting other people’s private and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our services

Using our services to stalk, harass, or post direct, specific threats of violence against others

Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)

Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)

Using meta tags or any other “hidden text” including eXo or our suppliers’ product names or trademarks

### **1.6.4. Inappropriate Communications**

Users should not attempt activities that could cause any inappropriate communications such as :

Using the services to generate or send unsolicited communications, advertising, chain letters, or spam

Soliciting our users for commercial purposes, unless expressly permitted by eXo

Disparaging eXo or our partners, vendors, or affiliates

### **1.6.5. Inappropriate Content**

Users should not attempt any activity such as posting, uploading, sharing, submitting, or otherwise providing Content that:

- Infringes eXo’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- Users don’t have the right to submit
- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography), which we will remove and report to law enforcement, indecent, harassing, hateful

- Encourages illegal or tortious conduct or that is otherwise inappropriate
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Could otherwise cause damage to eXo or any third party

In this Fair Use Policy, the term “Content” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that Users post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data Users provide to eXo or use with the Services.

Without affecting any other remedies available to eXo, eXo may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if eXo (in its sole discretion) determines that a user has violated this Fair Use Policy.

### **1.7. Security and Data Protection**

Hosting and Managed Services are delivered according to Security and Data Protection terms as defined in Appendix 5 also visible at <https://www.exoplatform.com/terms-conditions/data-protection.pdf>

### **1.8. Definitions**

**Users Limit**As long as Customer has purchased a Subscription Plan including an Hosting and Managed Services Option, eXo will provision a Service sized with technical characteristics according to the number of Registered and Engaged Users set forth in an applicable Order Form.

#### **1.8.1. Resources**

Depending on the Subscription Plan purchased, the Customer benefits from hosting via shared server and other resources with other customers (public cloud) or from a dedicated server and resources for his instance (private cloud). In the case of dedicated resources, a Custom Extension can be installed for the client. Depending on the Subscription Plan purchased, the Customer can choose from several hosting options offered. These options can include the identity of the provider or the architectural options.

#### **1.8.2. Allocated Disk Space**

The Disk Space characteristic defines the average amount of data provision per User. Upon initialization of the Service, eXo will provision Customer with an amount of data storage space equals to the number of Registered Users purchased multiplied with the per user Disk Space allocation. Customer can benefit this Disk Space allocation as a whole, eg some users can use more Disk Space than the per user provision provided the total consumption does not exceed the total allocated Disk Space. Additional Disk Space can be purchased separately.

#### **1.8.3. Reserved Bandwidth**

The Reserved Bandwidth characteristic defines the average amount of Internet reserved bandwidth per User. Upon initialization of the Service, eXo will provision Customer with an amount of monthly Reserved Bandwidth equals to the number of Registered Users purchased multiplied with the Reserved Bandwidth monthly allocation. Customer can benefit this Reserved Bandwidth monthly allocation as a whole, eg some users can use more Reserved Bandwidth than the per user provision provided the total consumption does not exceed the Reserved Bandwidth total monthly allocation. Additional Reserved Bandwidth can be purchased separately. Unused Monthly Reserved Bandwidth is not transferred to the next month.

#### **1.8.4. Backup and Restore Policy**

The Backup Policy inserts a security net to Customer's Data and service health. In case of disaster deemed applicable to eXo Hosting and Managed Services responsibility, eXo will restore the latest available Backup at no cost for the Customer. Shall the disaster cause fall into the exclusion set forth in section 1.3 of this appendix or be deemed related to and infringement of the Fair Use Policy, eXo will charge Customer with a restoration fee at the then-current rate.

eXo will maintain a Data Backup job according to a Daily frequency, and will keep archived backups for as long as stated in chapter 2 of this this appendix and/or in an applicable Order Form.

#### **1.8.5. Installed Systems Provision**

Once Customer has purchased a Subscription Plan including an Hosting and Managed Services, eXo will provision an Software Production instance accessible by Customer over the Internet. Unless specified in an applicable Order form, eXo will not provide any additional Hosted environment.

#### **1.8.6. Data Center Location**

For a smooth usage of the service, Customer may elect to choose the geographical location of the Data Center Hosting both the eXo Platform Service and Data close to its premises location. Depending on the Subscription Plan purchased by the Customer, the Customer could choose from a limited list of available locations. Some specific locations may induce additional Hosting, Reserved Bandwidth and Disk Space costs. Those additional costs will be reflected in an applicable Order Form. Upon choosing the Data Center Location, Customer will benefit from a provision of the Service by eXo. eXo warns Customer that some specific Data Center Locations may induce specificity according to local law. Customer agrees to not infringe those laws through the usage of the service.

Changing Data Center Locations past the initial provisioning will induce an additional fee.

#### **1.8.7. Scheduled Maintenance Windows**

eXo requires to perform regular maintenance operations over the Hosting service to ensure a proper user experience, secure data, stability and benefit from up-to-date features and bug fixes. Those maintenance operations are performed during predefined periods of time when the Service will be unavailable called the Scheduled Maintenance Windows. Customer may choose the preferred hour range for these Scheduled Maintenance Windows. Depending on the Subscription Plan the maintenance may include (at the sole discretion of eXo) :

- Backups,
- Software Updates,
- Software Upgrades,
- Any pro-active action necessary to ensure the System performance and security,
- All On demand Tasks related operations that require a service interruption

Scheduled Maintenance Windows usage and expected duration will be notified by eXo to Customer prior to the maintenance operations.

The Service is not accessible during Scheduled Maintenance Windows.

#### **1.8.8. Custom Domain**

By default, and upon purchasing a Subscription Plan including an Hosting and Managed Services Option, Service will be accessible to Customer under a subdomain of a domain owned by eXo. Depending on the Subscription Plan, eligible Customers can provide a Custom Domain (either registered to an official domain registrar or already existing) to map to the Hosting server. For the avoidance of doubt, Customer will be responsible for purchasing a domain name to an external domain registrar and

managing it. eXo will provide guidelines to Customer for the purpose of DNS configurations and Customer will provide to eXo a SSL certificate to setup secured accesses. The initial Service provision will not fully occur without those pre-requisites.

#### **1.8.9. Enterprise Directory or SSO Integration**

Depending on the Subscription Plan, Customer may be eligible to benefit from integrating his existing Enterprise Directory or Single Sign On service to the Software Service. eXo will set up such an integration as part of its Professional Services. The nature of equipments, software and amount of work to setup this integration will be specified in an applicable Order Form and must be purchased separately by Customer.

#### **1.8.10. Service Level Objective**

In addition to the SLA provided by Support Services, Customer who purchased a Subscription Plan including an Hosting and Managed Services option benefit from a specific indicator (SLO) regarding the availability of the Service and according to the selected tier (see Table in chapter 2). SLO calculations always exclude Scheduled Maintenance Windows.

#### **1.8.11. Guaranteed Restoration Time**

In addition to the above, and according to the Hosting and Managed Services tier purchased by a customer through a Subscription plan, and in case of disaster Customer will benefit from Guaranteed Restoration Time of the Service. For the purpose of calculation of the effective Resolution Time, eXo will consider the clock start upon acknowledgment of the issuance of a severity 1 incident through eXo Support Services desk and the clock and as soon as the Service is restarted and the severity 1 is no longer applicable. (See Support Services SLA for acknowledgement guidelines).

Customer accepts that the incident being downgraded to a lesser severity will constitute a success in the Guaranteed Resolution Time objective.

Guaranteed Restoration Times exclude time required to execute operations required to be performed during Scheduled Maintenance Windows.

#### **1.8.12. Automatic Software Version Updates**

For the purpose of ensuring the best user experience through new functionalities, feature enhancements, security and bug fixes, eXo will regularly and automatically upgrade Customer's Installed systems with the latest version of the Software available. Software version management and lifecycle are available under the terms specified at <https://www.exoplatform.com/terms-conditions/maintenance-program.pdf>.

These operations are performed during a Scheduled Maintenance Window.

Customer remains fully responsible of the compatibility of deployed Custom Extensions. For the purpose of preserving sufficient time for testing Custom Extensions toward a newer version by the Client, eXo shall notify by electronic mean about Software Version Updates plans no less than 15 (fifteen) days before effectively upgrading.

#### **1.8.13. On-demand Tasks Credit**

Customer who purchased Hosting and Managed Services through a subscription plan benefit from a time credit for on-demand operational tasks to be performed by eXo. Such operations require an exceptional Scheduled Maintenance Window and have a predefined expected duration and associated Service Interruption Duration.

On-demand tasks are generally requested through a Task Order request performed at eXo Support Services Desk and acknowledged by Customer and eXo before execution.



<b>Typical Tasks Related Service Operations</b>	<b>Expected Duration</b>	<b>Expected Service Interruption Duration</b>
<b>System Reset</b>	2h	Up to 4h
<b>System Restart</b>	-	Up to 10 mins
<b>Software Maintenance Version Update</b>	2h	Up to 24h
<b>Software Minor Version Update</b>	4h	Up to 24h
<b>Custom Domain setup or change</b>	1h	Up to 24h (depending on DNS propagation)
<b>Data Backup Restoration</b>	8h	Up to 48h depending on the size of data to restore
<b>Data Export</b>	8h	Up to 48h depending on the size of data to export
<b>Service Tier upgrade</b>	8h	Up to 48h
<b>Official Add-on Installation</b>	1h	1h
<b>Official Add-on Update</b>	1h	1h
<b>Custom Extension deployment</b>	1h	Up to 8h

Additional On-demand tasks not appearing in the above table may still be performed but will require the issuance of a dedicated quote by eXo and an order by the Client prior to their execution.

**1.8.14. One-Off patches deployment**

For the purpose of mitigating a particular defect or security issue, and according to eXo Support Services and maintenance program terms stated in Appendix 2, and according to the Hosting and Managed Services tier purchased by Customer, eXo may augment the Installed Systems deployment from time to time with One-Off patches.

## 2. Hosting and Managed Services Tiers

As set forth in an applicable Order Form, purchasing a Subscription Plan entitles Customer to receive Hosting and Managed Services according to the following tiers (V means available, X means Not available for this tier) :

<b>Hosting and Managed Services Tiers</b>			
	<b>Professional</b>	<b>Enterprise</b>	<b>Ultimate</b>
<b>Registered Users limit</b>	Specified in Order Form	Specified in Order Form	Specified in Order Form
<b>Service Features</b>			
<b>Domain name</b>	Standard	Customizable	Customizable
<b>Resources</b>	Shared	Dedicated	Dedicated + options
<b>Disk Space (per user)</b>	1 GB	1 GB	1 GB
<b>Reserved Bandwidth (per user per month)</b>	500 MB	500 MB	500 MB
<b>Security and Data Privacy Policy</b>	V	V	V
<b>Backup and Restore Policy</b>	Daily backup with 7 days retention	Daily backup with 1 month retention	Daily backup with 1 month retention
<b>Service Provisioning</b>			
<b>Installed Systems provision</b>	Production	Production + On demand pre-production	Production + options
<b>Datacenter location choice</b>	eXo Choice	Europe, USA, Asia	Europe, USA, Asia
<b>Scheduled Maintenance Window choice</b>	V	V	V
<b>Custom domain</b>	X	V	V
<b>Custom extensions deployment</b>	X	V	V
<b>Enterprise Directory or SSO Integration</b>	X	SSO	V
<b>Service Management</b>			
<b>Service Level Objective</b>	99,5% uptime	99,9% uptime	99,9% uptime
<b>Guaranteed Restoration Time</b>	X	8h	8h
<b>Automatic Software Version update</b>	V	V	V
<b>On-demand tasks credit (per year)</b>	X	8h	8h
<b>One-off patches</b>	X	V	V

#### Appendix 4: eXo Official Add-ons

The table below lists all supported add-ons for currently supported versions of the Software. Not all versions of every add-on is supported with every version of the Software. Compatibility matrix is available at <https://www.exoplatform.com/terms-conditions/supported-environments.pdf>

Add-on name	Introduces Specific Terms	Required Subscription Plan	Eligible to Hosting and managed Option	Requires an additional subscription fee
<b>exo-cmis-addon - eXo CMIS Integration</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-remote-edit - eXo Remote Edit</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-cas - eXo CAS integration</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-saml - eXo SAML2 integration</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-spnego - eXo SPNEGO integration</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-web-pack - eXo Web Pack</b>	No	Enterprise or Ultimate	Yes	No
<b>exo-onlyoffice - eXo Only Office editors</b>	Yes	Professional, Enterprise or Ultimate	Yes	Options
<b>exo-wiki - eXo Notes</b>	No	Enterprise or Ultimate	Yes	No
<b>Exo-forum - eXo Forum</b>	No	Enterprise or Ultimate	Yes	No

## Appendix 5 : Data Protection

### 0.1 Scope of application of appendix 5 about data protection

#### 0.1.1 Additional Definitions

**Appendix 5** means this appendix about data protection ;

**Customer** means the legal entity having subscribed to services proposed by eXo Platform ;

**End-User** means a physical person being either a Customer employee or business partner, making use of or being granted access to the Software;

**eXo Platform** refers together to the companies eXo Platform SAS, a simplified joint stock company with share capital of 229.042,70 €, registered to the Paris Trade and Companies Register under number 450 511 506, whose registered office is located at 4, rue d'Alleray 75015 Paris (France), represented by its chairman, Mr. Benjamin MESTRALLET (« **eXo Platform SAS** ») and eXo Platform Luxembourg SARL, registered under number B210736 and whose registered office is located at 25 boulevard du Prince Henri 1724 Luxembourg (Luxembourg) represented by Mr Oualid Chaker (« **eXo Platform Luxembourg** ») ;

**eXo Hosting** means the hosting service for Uploaded Data that can be provided by eXo Platform such as defined in Appendix 3 visible at <https://www.exoplatform.com/terms-conditions/hosting-and-managed-services.pdf> ;

**eXo Offerings** means products and services made available by eXo Platform for purchase;

**eXo Support** means the assistance services provided to Customer and End-Users by eXo Platform as part of a Subscription Plan and such as defined in Appendix 1 at <https://www.exoplatform.com/terms-conditions/support-services.pdf> ;

**Personal Data** means, according to the Regulation, any information related to a identified or identifiable natural person directly or indirectly, by reference to an identification number or to one or more factors specific to that natural person ;

**Regulation** means the General Data Protection Regulation n°2016/679 of april 27th, 2016 related to the protection of natural persons regarding the processing of personal data and the free transfer of such data and repealing the 95/46/EC directive and effective May 25th, 2018 ;

**Sites** mean the internet websites published by eXo Platform SAS, including [www.exoplatform.com](http://www.exoplatform.com) or [community.exoplatform.com](http://community.exoplatform.com) ;

**Uploaded Data** means data of the Customer, including all content uploaded by the Customer or by End-Users, including personal Data collected by the Customer and accessible from the Software ;

#### 0.1.2 Territorial scope of Appendix 5

Appendix 5 applies to the processing of Personal Data :

- done as part of eXo Platform's activities;
- about persons being in European Union territory when the processing is related to eXo Offerings.

Appart from these cases, the processing are subject to the law applicable to eXo Platform NA LLC, a limited liability company incorporated under the law of California, (United States) and registered in the California Companies Register under the number 200920410095 and having its registered office at 51 Federal Street, Suite 350, San Francisco, et dont le siège social est situé 51 Federal Street, Suite 350, San Francisco, 94105 California, United States of America.

### **0.1.3 Material scope of Appendix 5**

Appendix 5 applies to processing of Personal Data of Customer and End-Users for the provision of the Software and eXo Support Services of (1.) and to the processing of Personal Data of Customer and End-Users for the provision eXo Hosting and Managed Services (2.)

#### **1. For the provision of the Software and eXo Support Services**

##### **1.1. Processing by eXo Platform of Personal Data of the Customer and/or End-Users for the provision of the Software and eXo Support Services**

The transfer of Personal Data is necessary to use the Software and for benefiting of eXo Support services.

###### **1.1.1 Nature of Personal Data.**

eXo Platform collects and processes Personal Data that the Customer and/or the End-Users provide voluntarily for using the Software and benefiting eXo Support Services : name, electronic address, phone number, data from polls and satisfaction surveys and the responses that are submitted.

eXo Platform shall never collect nor process personal data related, directly or indirectly to the race, health, sexual orientation, political , philosophical or religious opinions.

In certain cases, refusal to provide Personal Data can prevent the User to access some services provided by eXo Platform.

###### **1.1.2 Use of Personal Data.**

eXo Platform collects and processes Personal Data in a fair and lawful manner and with respect for End-users rights. eXo Platform is the processor of Personal Data of the Customer and/or the End-Users.

eXo Platform uses Personal Data for the following purposes : to enable the Customer and End-Users to use the Software and use the eXo Support by providing a service tailored to the needs of the Customer and/or End-Users and to maintain our customer relationship and inform them about eXo Offerings.

eXo Platform may send emails to the Customer and/or to the End-Users to their email address for technical or administrative reasons or to inform the Customer and/or End-Users of the evolution of its services, of new eXo Offerings as well as news related to the Software.

###### **1.1.3 Disclosure and Transfer of Personal Data.**

For eXo Support management purposes, eXo Platform may transfer Personal Data of the Customer and/or End-Users to its subsidiary eXo MEA located in Tunisia or give it access.

eXo Platform may disclose Personal Data of the Customer and/or End-Users with their consent, to provide products and/or services they have requested and in all cases set forth by the law and the regulation, including if the transfer is necessary to safeguard their lives, to safeguard the public interest, the observance of obligations enabling the establishment, exercise or defence of a legal claim, the consultation of a public registry, the performance and delivery of a contract between the parties or pre-contractual measures and to the conclusion or to the execution of a contract concluded or to be concluded, in the interest of the person concerned, between eXo Platform and a third party.

The Customer and/or the End-Users may provided their Personal Data to third parties that provide the content of eXo Offerings, in particular to access or use their products and services. If they accept to provide such informations to third parties, Personal Data will then be subject to their privacy policies.

To subscribe to eXo Offerings, the Customer, may, if necessary, provide his bank details to eXo Platform's payment service provider Braintree. For more information : [www.braintreepayments.com/en-fr/legal/policy-updates](http://www.braintreepayments.com/en-fr/legal/policy-updates).

#### **1.1.4 Retention of Personal Data.**

Personal data are hosted by our partners : Salesforce, Google and Marketo, whose servers are respectively located in Dallas, South Carolina and San José in the United States of America.

Personal Data of the Customer and/or the End-Users are kept for a maximum duration of three (3) years after the end of the contractual relationship.

#### **1.1.5 Personal Data security statement**

Personal Data security is of high importance for eXo Platform, who pays utmost vigilance to it, and commits into taking commercially reasonable efforts to prevent unauthorized access and processing by defining appropriate physical, digital and management policies and processes meant to secure Personal Data.

Although committed into using protection measures to ensure Personal Data privacy, eXo Platform cannot guarantee their absolute security and is therefore subject to an obligation by means.

#### **1.1.6 Access Rights**

According to the Regulation, Customer and End-Users have rights to access, modify, oppose to transfer and portability (excluding for sufficient cause), they can therefore (a) ask for the deletion of Personal Data collected and processed by eXo Platform - Customer and End-Users accept that such deletion would have an impact and eventually a suspension in the performance of some subscribed services - (b) lodge a complaint with a supervisory authority (c) establish instructions relating to their digital testament.

Customer or End-Users can exercise these rights by writing to eXo Platform SAS, 4, rue d'Alleray 75015 Paris - France or to the following email address : [data-privacy@exoplatform.com](mailto:data-privacy@exoplatform.com)

### **1.2 eXo Support**

Upon Customer's and/or an End-User written request in a support ticket and/or any usual communication means and provided Customer has purchased a subscription plan giving access to Support Services, individual employees from eXo Support team will be entitled to remotely access the corresponding service on behalf of an End-User or administrator with the sole objective to assist them in configuring or using the Software or to check system health.

Depending on the subscribed plan, eXo support employees may maintain an active technical account on Customer's systems and application solely for ease of support and maintenance operations.

Authentication is done via individual encryption keys, rather than passwords, and the servers only accept incoming SSH connections from known locations. eXo Hosting is designed to allow application data to be accessible only with appropriate credentials, such that one customer cannot access another customer's data without explicit knowledge of that other customers' credentials information.

### **1.3 Logins and Passwords**

Access to some services can be authorized via a written agreement between the Customer and eXo Platform and can require a login and a password provided by eXo Platform. The End-Users accept to ensure their login's and their password's confidentiality.

The Customer's and the End-Users passwords are strictly personal and confidential and need to be kept from any third party. The Customer and the End-Users are responsible for their passwords' eventual loss or theft.

eXo Platform recommends that the Customer and the End-Users renew their passwords regularly and choose complicated passwords including letters, digits and special characters.

## **1.4 External Links**

The Service may provide links to other third party websites. Even if the third party is affiliated with eXo Platform through a business partnership or otherwise, eXo Platform is not responsible for the privacy policies or practices or the content of such external links. These links are provided to End-Users for convenience purposes only and Users access them at their own risk.

## **2. For the provision of Hosted Services**

### **2.1. Processing by eXo Platform of Personal Data of the Customer and/or End-User for the provision of Hosting Services**

#### **2.1.1 Nature and usage of Personal Data**

eXo Platform collects and processes Personal Data purposely submitted or stored by Customer and/or End-Users within the course of the provision of eXo Hosting in addition to End-users preferences and web traffic information.

eXo Platform uses Personal Data as mentioned in article 1.1.1 of this appendix for the purpose of providing eXo Hosting and eXo Support in connection with eXo Hosting.

#### **2.1.2 eXo Support**

Upon Customer's and/or an End-User written request in a support ticket and/or any usual communication means and provided Customer has purchased a subscription plan giving access to Support Services, individual employees from eXo Support team will be entitled to remotely access the corresponding service on behalf of an End-User or administrator with the sole objective to assist them in configuring or using the Software or to check system health.

Depending on the subscribed plan, eXo support employees may maintain an active technical account on Customer's systems and application solely for ease of support and maintenance operations.

Authentication is done via individual encryption keys, rather than passwords, and the servers only accept incoming SSH connections from known locations. eXo Hosting is designed to allow application data to be accessible only with appropriate credentials, such that one customer cannot access another customer's data without explicit knowledge of that other customers' credentials information.

#### **2.1.3 Cookies.**

eXo Platform introduces cookies into the End-Users browsers. These small files can contain information such as data about the End-User navigation and preferences.

A cookie is a small text file generated by websites that End-Users consult, that registers in your navigator. The cookie's goal is to facilitate your navigation on the websites, by memorizing your choices and your past activity and offer you relevant services.

Cookies introduced by eXo Platform aim at identifying End-Users, register their visits and their origin and offer them help via instant messaging.

The cookies are compulsory for the software use and consequently need to be accepted by the End-Users. The End-Users can configure their navigator so as to deactivate cookies or provide a warning before accepting a cookie on visited websites. However, if the End-Users choose to disable cookies, they will not be able to use all features of the Software.

eXo Platform uses Google Analytics, provided by Google Inc., Mixpanel, by Mixpanel Inc., and Smartlook, provided by Smartsupp.com, s.r.o., services of traffic analysis, that can collect the following data: connexion origin (Internet provider), navigator type and version, navigator language, connexion length, IP address, etc and place cookies into the End-Users

navigators in order to measure traffic. For more information, the Customer and the End-Users can consult the following websites: [www.google.com/intl/fr/policies/privacy/](http://www.google.com/intl/fr/policies/privacy/), <https://mixpanel.com/legal/dpa/>, <https://www.smartlook.com/documents/dpa.pdf>

Information stored within cookies can be encrypted. However, eXo Platform does not store any credit card or banking information in the cookies.

Cookies remain valid for thirteen (13) months. A new acceptance form shall be requested by eXo Platform after that time is past.

#### **2.1.4 Traffic.**

Traffic information is generated once End-Users devices establish a connection between his browser and the Hosting service's server or a Site. Traffic information do not contain any sensitive information allowing for the identification of an individual person. eXo Platform shall collect the following data : connection source, type and version of the browser, connection length and visited pages.

These informations shall solely be used for statistics generation with the objective of improving the Service and or/the Software.

### **2.2 Processing by eXo Platform of Personal Data of Customer and/or End-users upon request of Customer or End-Users.**

#### **2.2.1 Description of the processing object of the subcontracting**

For the provision of eXo Hosting, eXo Platform shall store and host on behalf of Customer Personal Data belonging to its Employees, external partners or clients for the sole objective of the Software usage.

Customer shall retain all usage rights regarding Personal Data processed by eXo Platform in the context of the Software / Service usage.

#### **2.2.2 Obligations of eXo Platform toward Customer**

eXo Platform undertakes to process Customer related Personal Data solely for eXo Hosting and according to Customer's instructions.

eXo Platform shall not store Personal Data beyond the duration instructed by Customer and shall not retain any Personal Data upon contract termination.

eXo Platform shall provide reasonable diligence to Customer into conforming to his obligations regarding Personal Data Protection.

#### **2.2.3 Obligations of Customer toward eXo Platform.**

Customer undertakes to :

- Provide eXo Platform with Personal Data necessary for the instructed processing,
- Assist eXo Platform into conforming to his obligations regarding Personal data Protection.

#### **2.2.4 Notification in the event of a security issue or a Personal Data privacy violation**

In the event when a security issue or a non-authorized disclosure and/or violation of Personal Data would incidentally or wrongfully occur, eXo Platform undertakes to :

- Provide Customer with an advisory information no later than seventy-two (72) hours following the incident occurrence.



- Notify customer of any spotted violation of Personal Data by issuing relevant information allowing Customer for complying with its own obligations within legal deadlines, and reporting this violation to a supervisory authority. Such information include :
  - Description of the nature of the Personal Data violation, including if available, categories and approximate count of impacted End-Users and categories and approximate count of Personal Data records impacted by the violation,
  - Description of potential consequences of the corresponding Personal Data violation.
- Undertake without delay appropriate measures for remedy, including all relevant procedures at the competent supervisory authority; and
- collaborating with Customer to communicate to involved End-Users the existence of a Personal Data violation, according to Customer's instructions and upon mutual agreement between Parties.

### **2.2.5 Audits and responsibilities**

eXo Platform in his quality of a subcontractor shall only act upon Customer instruction and will be responsible for any failure in performing his obligations and for all damage caused by his own acts.

In this cases, eXo Platform will defend Customer against all claims raised by any third party subsequent to his own failures.

Customer may proceed with all reasonable verification which will appear necessary for Customer to determine whether eXo Platform fulfilled his commitments, by means of an audit diigented at Customers sole expense, limited to processings managed by eXo Platform and instructed by Customer, and following a written prior notice to eXo Platform within reasonable delays.

eXo Platform undertakes to answer Customer's demand for auditing by Customer's representatives or by a selected third party independent auditor, provided auditor justifies an adequate qualification and freedom to issue audit conclusions to Customer.

Audits shall entitle Customer to verify the fulfillment of contractual obligations and of the Regulation.

### **2.2.6 Information rights for involved End-Users.**

Customer will retain the responsibility to provide involved End-users with information regarding Personal Data processing upon collection.

### **2.2.7 Exercise rights for involved End-Users.**

Where possible, eXo Platform shall assist the Customer in fulfilling its obligation to respond to requests for the exercise of the concerned parties rights: right to access, to rectification, to erasure and to object, rights to restriction of processing, right to data portability, right to not be subject to an automated individual processing (including profiling).

eXo Platform is committed to cooperating with the Customer and help him meet legal requirements with regards to individual data, which are the Customer's responsibility, in particular in order to respect the rights of the parties subject to the Regulation.

When End-Users make requests to exercise their rights to eXo Platform, eXo Platform must address those requests upon receipt by email to the Customer

In the event of involved End-Users would request directly eXo Platform in the objective of exercising their rights, eXo Platform will forward these request to Customer immediately upon reception.

### **2.2.8 Subcontracting to third parties**

eXo Platform may subcontract specific processing to be conducted by third parties.

### **2.2.9 Duty of cooperation with the relevant data protection authorities.**

eXo Platform and the Customer undertake to cooperate with relevant data protection authorities, in particular in case of an information request or in case of control.

## **2.3. Declaration on the Uploaded Data Security**

### **2.3.1 Storage of Uploaded Data**

eXo Platform hosting platform has been designed and optimized specifically to host the Software and Uploaded Data and includes several levels of redundancy.

The applications run on a front-end server that is physically separated from the one on which the Uploaded Data is stored. The hardware failure of a server is recoverable by starting a new server. Application Data is stored on storage servers that have built-in redundancy in order to protect the Customer's Uploaded Data against any equipment failures and ensure that Uploaded Data remains available during maintenance.

Uploaded Data is hosted by eXo Platform hosting partners: Google, for which the choice of geographical location of the servers is left to the Customer prior to the hosting service set-up, subject to availability.

### **2.3.2 Responsibility with regards to Uploaded Data**

eXo Platform does not own the Uploaded Data. The Customer is solely responsible for the data uploaded by him and / or the End-Users and its accuracy, quality, integrity and legality.

The Customer undertakes to comply and ensure compliance by the End-Users with all legal and regulatory requirements, in particular those related to Personal Data and to third parties rights, including individual rights, intellectual or industrial property rights such as copyright, patent law, design protection rights and trademark law.

The Customer is informed of the regulations related to Personal Data protection, in particular as regards his obligations, including the principle of accountability. As such, the Customer has to provide End-Users with information with regards to the use of their Personal Data and teach them as to the correct Software usage.

In addition, the Customer and / or the End-User is fully responsible if the Uploaded Data violates third party rights and shall indemnify eXo Platform for all claims related to this breach and / or illegality.

If eXo Platform is aware that the data uploaded by the Customer and / or the End-User violates any law or rights of a third party, eXo Platform may freely, without being held responsible by the Customer and / or the End-User, immediately remove access to such data without prior warning to either the Customer or the End-User.

The Customer retains control over all the Uploaded Data, which is considered the Customer's property. At the Customer's request, eXo Platform may need to delete, modify, edit or alter any Uploaded Data.

At the end of the contractual relationship, the Customer shall notify the End-Users by any means necessary that they must download their Uploaded Data, if this has not already been done.

The Customer acknowledges that eXo Platform does not host their Uploaded Data indefinitely and that it is their responsibility to ensure the export of the last backup of their Uploaded Data, upon the end of contractual relationship or upon the contract termination.

At the end of the contractual relationship for any reason whatsoever, eXo Platform shall return all the Uploaded Data to the Customer in a structured and commonly used format.

Once the data has been returned, eXo Platform shall destroy all copies of Uploaded Data held within its computer systems within 90 days.

#### **2.3.4 Security.**

eXo Platform undertakes to:

- preserve the security and confidentiality of the Uploaded Data, which is directly or indirectly processed on behalf of the Customer, through the implementation of protective measures, aiming at preventing Data from being deformed, destroyed, lost, altered, pirated, diverted, damaged or disclosed, accidentally or unlawfully, to unauthorized parties
- not use the Uploaded Data for purposes other than the strict performance of its contractual obligations. As a consequence, eXo Platform refrains from exploiting, including for its own needs, directly or indirectly, this data. eXo Platform shall not transfer or make available the Uploaded Data to third parties for any purpose whatsoever and in particular for commercial prospecting purposes
- not transfer to a third party the Uploaded Data collected without notifying the Customer beforehand

eXo Platform is committed to meeting the following obligations and enforcing them by its staff :

- to make no copy of the documents and other information materials entrusted to it, with the exception of those necessary to comply with its contractual obligations and with the prior consent of the Customer
- to not use the documents and information obtained for purposes other than those specified within the contractual obligations
- to not disclose these documents or information to other parties, whether private or public, physical or legal
- to take all necessary measures in order to avoid any misuse or fraudulent use of computer files during the fulfillment of contractual obligations.

#### **2.3.5 Offices.**

Physical access to hosting centers is strictly limited to staff authorized by our hosting partners.

eXo Platform shall make commercially reasonable efforts to avoid any interference with the Uploaded Data, such as loss, misappropriation, intrusion, unauthorized disclosure, alteration or destruction of the Uploaded Data. On this point, eXo Platform is subject to an obligation of means.

#### **2.3.6 People and Access.**

No employee of eXo Platform has access to the Uploaded Data, unless access to such information is necessary for the Subscription or for the implementation of services.

#### **2.3.7 Monitoring**

eXo Platform's cloud operations team monitors the hosting platform 24/7, 365 days a year.

eXo Platform shall not be held responsible for the content of any communication provided by the End-Users or for any errors or violations of any laws or regulations by End-Users.

#### **2.3.8 Backups.**

Data uploaded for eXo Hosting is backed up daily. Each backup is stored redundantly in multiple locations and retained for the period of time specified in the Customer's subscription plan. All backups are encrypted.

