



## General Conditions of Use of Site Services [www.insquary.com](http://www.insquary.com)

### 1. Object

The site [www.insquary.com](http://www.insquary.com) (hereinafter: the "Site") allows Customers to access online ("Saas mode") to Software (hereinafter: the "Software") which provides Services (ci -after: the "Services") for exchanging and processing information relating to the compliance of operations entrusted to third parties in matters of distribution and / or management of insurance contracts.

The Site is intended for professionals in the insurance sector.

The Site does not market any insurance products.

The purpose of these General Conditions of Use ("GCU") is to define the terms and conditions of use of the Services, as well as to define the rights and obligations of the Parties in this context.

They are accessible and printable at any time by a direct link at the bottom of the Site.

They may be supplemented, where appropriate, by a Contract or by conditions of use specific to certain Services, which supplement these GCU and, in the event of contradiction, prevail over the latter.

### 2. Site and Services operator, contact

The Site, the Software and the Services are operated by the company INSquary, Société par Actions Simplifiée, registered with the RCS of Paris under the number 838 941 920, whose registered office is located 58, rue Boussingault, 75013 Paris (hereinafter: "supplier").

The Supplier does not design or sell insurance services.

The Supplier can be contacted by letter addressed to the head office or by email to the email address [contact@insquary.com](mailto:contact@insquary.com).

### 3. Access to the Site and Services

The Site and the Services are accessible to any natural or legal person having full legal capacity to commit under these GCU.

The Services are accessible to Customers characterized by a Role and a Status. The Role is defined as the nature of the Client's intervention in the course of insurance operations and makes it possible to distinguish between "delegators" (risk bearer, wholesale brokers) and "delegates" (persons to whom relative operations are entrusted. insurance products such as distribution or outsourced management services).

The Status refers to the origin of the Subscription to the Services: the Client with a "Premium" Status has the possibility of inviting one or more "classic" Clients to subscribe to the Services, under the conditions indicated in the Pricing conditions.

The Supplier reserves the right to interrupt the Subscription of a "classic" Customer when the "Premium" Subscription which is at the origin thereof is no longer, and whatever the cause, in force, or if the "Premium" Subscriber who created it requests it.

### 4. Acceptance of the GCU

The acceptance of these GCU is evidenced by a check box in the registration form or by the signing of a Service Contract to which the GCU are annexed. This acceptance can only be full. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these GCU must not access the Site or use the Services.

### 5. Registration on the Site

#### 5.1. Surfing

Simply browsing the public part of the Site is free and does not require registration.

#### 5.2. Registration

To use the Services, the Customer must register on the Site, by filling out the form provided for this purpose.

As such, the Customer must justify its quality and provide all the information and documents marked as mandatory in the registration form.

Any incomplete registration will not be validated.

#### 5.3. Administration

Registration automatically opens an account in the name of the Customer (hereinafter: "the Subscription"), giving him access to the use of the Services. The Customer's Subscription must be managed by at least one natural person (and as much as necessary within the limit of the authorized number of Users) called Administrator. When the Customer has a role of "Delegator", he has the possibility of creating up to ten (10) accesses to the Services, including his own, for natural persons called Users. When he has a role of "Delegatee", this number is limited to five (5).

The Customer is fully responsible for the use of the Services made by the Users that the Administrator (s) in charge of his Subscription has (have) thus designated. The administrator (s) has (have) access to the history of operations performed by Users on the platform.

The Customer guarantees that all the information he gives in the registration form is accurate, current and sincere and is not tainted by any misleading character.

It undertakes to update this information in the event of modifications, so that it always corresponds to the abovementioned criteria.

The Customer is informed and accepts that the information entered for the purpose of creating or updating their Account is proof of their identity. The information entered by the Customer commits it upon validation.

#### 5.4. Access to Services

The User can access the Services at any time (24 hours a day, 7 days a week, including Sundays and public holidays, subject to the provisions of the Service Level Agreement attached, in particular to maintenance periods) after logging in using their login and password.

He is also responsible for maintaining the confidentiality of his username and password. These are managed by the Client under their administrator account and under their responsibility. The

identifiers are intended to reserve access to the Software for Customer Users, to protect the integrity and availability of the Software as well as the integrity, availability and confidentiality of Customer data.

The Customer acknowledges having been informed by The Supplier of the importance of keeping secret identifiers and passwords concerning him and of not disclosing them in any form whatsoever. Passwords are stored and encrypted in a confidential database of which INSquary cannot have knowledge.

Any operation carried out from a connection using its username and password is deemed to be made beyond any doubt and irrevocable by the Customer.

The Customer agrees to immediately inform the Supplier in the event of suspected or proven abuse of their Account or identification information or of a security incident linked to the Services.

### 6. Description of Services

The Client can only use the Services in accordance with their needs and their documentation. In particular, access to the Software is only granted for the sole and sole purpose of allowing the Customer better control of its assigned activities, to the exclusion of any other purpose.

The Customer has access to the Services presented in Annex 1, in a form and according to the functionalities and technical means that the Supplier deems most appropriate.

The Supplier reserves the right to offer any other Service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate for rendering said Services.

The Client acknowledges being duly informed of the technical prerequisites of its own equipment and connections necessary for the proper functioning of the Services, which prerequisites are specified with the Service Commitments of the Supplier in Annex 2.

### 7. Financial Conditions

#### 7.1. General provisions

The financial terms of use are set annually.

The use of the Services entails for the "Premium" Customer the payment of a Subscription at the price fixed in the Pricing Conditions, insofar as he has formally accepted them.

The Supplier reserves the right, at its discretion and in accordance with the terms of which it will be the sole judge, to propose promotional offers.

The Supplier reserves the right to revise its prices annually within the limit of the annual evolution of the SYNTEC index.

The billing address is the address of the Customer's head office.

#### 7.2. Payment delays and incidents

The Customer is informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically lead, without prejudice to the provisions of Article 11 (penalty for default) without prior notice:

- forfeiture of the term of all sums due by the Client and their immediate due date;
- invoicing in favor of the Supplier of late interest at the rate of one and a half (1.5 times) the rate of legal interest, based on the amount of all the sums due by the Customer;
- the charging to his account of additional bank and management fees (monitoring of collection, letters and telephone reminders, representation of rejection of direct debit),
- the automatic termination of the Contract within thirty (30) days after the Supplier has sent a formal notice by registered letter with acknowledgment of receipt which has remained unsuccessful.

### 8. Duration of Services

The Services are subscribed for a period of one year, tacitly renewable.

The Customer can unsubscribe from the Services at any time in his Subscription area on the Site according to the methods indicated on the Site or by sending a letter sent by registered mail with acknowledgment of receipt to the Supplier's Headquarters. However, he must pay all sums due under the current Subscription before the termination takes effect.

The termination will take effect thirty (30) days after unsubscribing or receiving mail. The Client's access to the Site will then be disabled, but his information will be kept in order to ensure the consistency of the data in relation to the other Clients. Reversibility services will be implemented in accordance with article 14.5.

The Supplier may terminate the Contract, in the event of a breach by the Customer of its contractual obligations, of right thirty (30) days after sending a letter of formal notice addressed by registered letter with acknowledgment of receipt which has remained without effect. This formal notice will indicate the defect (s) noted. The reversibility services will be implemented in accordance with article 14.5 and upon receipt of the reversibility files, the Customer's access codes will be deactivated by The Supplier.

### 9. Customer obligations

Without prejudice to the other obligations provided for herein, the Customer undertakes to comply with the following obligations:

- the Customer undertakes, in his use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order;
- the Customer acknowledges having read the characteristics and constraints, including technical, of all the Services on the Site. He is solely responsible for his use of the Services;
- the Customer undertakes to make strictly personal use of the Services. He therefore refrains from assigning, conceding or transferring all or part of his rights or obligations hereunder to a third party, in any way whatsoever;



- the Customer undertakes to provide the Supplier with all the information necessary for the proper performance of the Services. More generally, the Customer undertakes to cooperate actively with the Supplier with a view to the proper execution of these conditions;
- the Customer acknowledges that the Services offer him an additional, non-alternative solution, to control compliance with his direct and / or entrusted obligations in terms of compliance and that this solution cannot replace the other means which the Customer may otherwise have to achieve the same goal;
- the Customer must take the necessary measures to save by his own means the information he has entered on the Site that he deems necessary. INSquary backup systems can protect against data loss, the Customer must however apply his own backup measures. Data export tools (CSV format) are made available for this purpose;
- the Customer is informed and accepts that the implementation of the Services requires that he respects the technical prerequisites specified in Annex 2, and in particular that he is connected to the internet and that the quality of the Services depends directly on this connection, of which he is solely responsible.

#### 10. Prohibited behaviors

It is strictly prohibited to use the Services for the following purposes:

- the exercise of illegal, fraudulent activities or activities which infringe the rights or security of third parties;
- breach of public order or violation of the laws and regulations in force;
- intrusion into a third party computer system or any activity likely to harm, control, interfere, or intercept all or part of a third party computer system, violate its integrity or security;
- sending unsolicited emails and / or prospecting or commercial solicitation;
- manipulations intended to improve the referencing of a third-party site;
- assistance or incitement, in any form and in any way, to one or more of the acts and activities described above;
- and more generally any practice diverting the Services for purposes other than those for which they were designed.

It is strictly prohibited for the Customer to copy and / or divert for its own purposes or those of third parties the concept, technologies or any other element of the Supplier's Site.

The following are also strictly prohibited: (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusion or attempted intrusion into the Supplier's systems, (iii) any diversion of system resources from the Site, (iv) all actions likely to impose a disproportionate burden on the latter's infrastructure, (v) all breaches of security and authentication measures, (vi) all acts likely to infringe financial rights and interests, commercial or moral of the Supplier or the users of its Site, and finally more generally (vii) any breach of these AGV.

It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Site, as well as to the information which is hosted and / or shared there. Any adaptation, modification, translation, arrangement, distribution, decompilation is prohibited, without this list being exhaustive.

#### 11. Sanctions and breaches

In the event of a breach of any of the provisions of these General Conditions or more generally, of breach of the laws and regulations in force by the Customer, the Supplier reserves the right to take any appropriate measure and in particular to:

- suspend the Client's access to the Services, author of the breach or of the offense, or having participated in it;
- delete any content posted on the Site;
- publish on the Site any information message that the Supplier deems useful;
- notify any relevant authority;
- initiate any legal action.

In the event of a breach by the Client of an obligation arising from these General Conditions, the Supplier reserves the right to terminate its access to all or part of the Services, with immediate effect, by letter or email. The termination takes effect as of right on the date of dispatch, by the Supplier, of the writing addressed to the Customer in application of this clause. It automatically leads to the deletion of the Customer's Account without prior notice, without prejudice to any other consequences that may arise from the application of these General Conditions.

#### 12. Customer Guarantee

The Customer guarantees the Supplier against any complaints, claims, actions and / or any claims that the Supplier may suffer as a result of the breach by the Customer of any of its obligations or guarantees under these General Conditions.

He undertakes to indemnify the Supplier for any damage which he may suffer and to pay him all the costs, charges and / or convictions which he may have to bear as a result.

#### 13. Supplier's liability and warranty

The Supplier undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it weighs an obligation of means upon it, to the exclusion of any obligation of result, which the Customer recognizes and accepts specifically.

The Supplier declines any responsibility in the event of possible loss of the information entered on the Site by the Customer, the latter having to save a copy and not being able to claim any compensation in this respect.

The Supplier undertakes to carry out regular checks to verify the functioning and accessibility of the Site. As such, the Supplier reserves the right to temporarily interrupt access to the Site for maintenance reasons. Likewise, the Supplier cannot be held responsible for temporary difficulties or impossibilities of access to the Site which arise from circumstances external to it, force majeure, or which are due to disturbances in the telecommunications networks.

The Supplier does not guarantee to the Customer (i) that the Services, subject to constant research to improve in particular performance and progress, will be completely free from errors, vices or defects, (ii) that the Services, being standard and in no way offered to the sole intention of a given Customer according to his own specific or personal constraints, will specifically meet his needs and expectations.

These AGVs do not cover operational or availability problems:

- which would be due to deterioration attributable to a case of force majeure;
- which arise from the use of services that the Supplier has not provided (non-limiting example: insufficient bandwidth);

- which occur during or as part of trial, pre-commercial, beta or trial versions of a Service, or in the context of commercial offers providing free service;
- which would be due to a use of the Services in a manner not in accordance with their destination or their documentation, or the lack of action, if any, on the part of the Client or its employees, representatives, service providers or suppliers, or any person who accesses the Supplier's network using the Customer's passwords or equipment, or in any other way resulting from non-compliance with appropriate security practices;
- which would result from improper use of application services (non-limiting example: input of erroneous instructions or arguments, requests for access to non-existent files).

The Supplier is not responsible for maintenance in the following cases, this list not being exhaustive:

- refusal of the Customer to collaborate with the Supplier in the resolution of anomalies and in particular to answer questions and requests for information;
- unauthorized modification of the Software by the Customer or by a third party;
- failure of the Client to fulfill his obligations under the Contract;
- implementation of any software, software or operating system not compatible with the Software;
- technical prerequisites not respected;
- failure of electronic communication networks;
- voluntary act of degradation, malice, sabotage.

#### 14. Data processing

The Customer is solely responsible for the quality, legality, relevance of the data and content that it transmits for the purposes of using the Software. He also guarantees that he is the holder of the intellectual property rights allowing him to use the data and content. Consequently, the Supplier disclaims all responsibility in the event of non-compliance of data and / or content with laws and regulations, public order or the needs of the Customer. The Customer guarantees The Supplier on first request against any damage that would result from being challenged by a third party for a violation of this guarantee.

More generally, the Customer is solely responsible for the content and messages broadcast and / or downloaded via the Software.

Subject to the provisions of article 13 "Responsibility and guarantee of the Supplier", the Supplier undertakes to preserve the integrity and confidentiality of the data contained in the Software. The Supplier implements the technical and organizational measures to prevent any fraudulent access or use of the data and to prevent any loss, alteration and destruction of the data.

#### 14.1. Property

The Customer is and remains the owner of all of the data it transmits via the Services under the Contract.

The Supplier is and remains the owner of the property rights relating to any element of the Software, as well as, more generally, that of the IT infrastructure (software and hardware) implemented or developed within the framework of the Contract.

The Contract does not confer on the Client any property right in the Services. The temporary provision of the Services under the conditions provided for in the Contract cannot be analyzed as the transfer of any intellectual property right for the benefit of the Client, within the meaning of the French intellectual property code.

The Customer agrees not to reproduce, except with the Supplier's agreement, any element of the Services or any documentation relating to them, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Customer may not assign all or part of the rights and obligations resulting from the Contract, whether in the context of a temporary transfer, a sublicense or any other contract providing for the transfer of said rights and obligations.

#### 14.2. Eviction Guarantee

The Supplier declares and guarantees that:

- the solutions he has developed are original within the meaning of the French intellectual property code;
- he is the holder of all the intellectual property rights which allow him to conclude the Contract.

The Supplier declares and guarantees that the solutions are not likely to infringe the rights of third parties.

#### 14.3. Responsibility

Each Party assumes responsibility for the consequences resulting from its faults, errors or omissions, as well as faults, errors or omissions of its possible subcontractors and causing direct damage to the other Party.

In addition, and in the event of proven fault by the Customer, The Supplier will only be required to repair the financial consequences, direct and foreseeable damage as a result of the performance of the Services. Consequently, the Supplier cannot, under any circumstances, incur liability for indirect or unpredictable loss or damage of the Customer or third parties, which includes in particular any lost gain, loss, inaccuracy or corruption of files or data, prejudice commercial, loss of turnover or profit, loss of clientele, loss of opportunity, cost of obtaining a product, service or alternative technology, sanction decided by the State or any administrative or jurisdictional authority, in relation to or arising from the non-performance or faulty performance of the services.

The Supplier cannot in any case be held liable for any damage in the event of damage caused by an interruption or a drop in service by the telecommunications operator, the electricity supplier or in the event of force majeure (government decision), including any withdrawal or suspension of authorizations of any kind, from a total or partial strike, internal or external to the company, a fire, a natural disaster, a state of war, total or partial interruption or blocking of telecommunications or electrical networks, hacking or more generally, any other force majeure event having the characteristics defined by case law. The Party noting the event must, without delay, inform the other Party of its impossibility to perform its service.

The suspension of obligations or the delay cannot in any case be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or penalties for delay.

In addition, the liability likely to be incurred by the Supplier hereunder cannot be engaged in the event that the use of the Services would result in direct or indirect financial damage to the



Customer, in particular in the event that the Customer, or one or more several of its possible "delegates", would not have respected all or part of its regulatory obligations.

#### 14.4. Insurance

The Supplier has taken out the necessary insurance (in order to cover the risks linked to the exercise of its activity. It undertakes to give all supporting documents to the Customer, if the latter expressly requests it.

#### 14.5. Reversibility

Upon termination of the contractual relationship, for whatever reason, the Supplier undertakes to return free of charge to the first Customer's request, within thirty (30) days, all data belonging to it.

At the Customer's request, the Supplier may provide additional technical assistance services to the Customer and / or to the third party designated by him, in the context of reversibility. These assistance services will be invoiced at the Supplier's service tariff in force at the time of the reversibility notification.

#### 14.6. Confidentiality

Each of the Parties undertakes to:

- keep confidential all the nominative information it receives from the other Party;
- not to disclose the confidential information of the other Party to any third party, other than employees or agents who need to know it;
- use the other Party's confidential information only for the purpose of exercising their rights and fulfilling their obligations under the Contract. Notwithstanding the foregoing, neither Party shall have any obligation with respect to information which:
  - o would have fallen or would fall into the public domain independently of a fault by the Party receiving them,
  - o would be developed independently by the Party receiving them,
  - o would be known to the Party receiving them before the other Party discloses them to it,
  - o would be legitimately received from a third party not subject to an obligation of confidentiality, should be disclosed under the law or on the order of a court (in which case they should only be disclosed to the extent required and after having warned by the Party that provided them).

The Parties also undertake to have these provisions respected by their staff, and by any employee or third party, who may intervene in any capacity whatsoever within the framework of the Contract.

The Supplier will be authorized to use the information in a non-nominative and anonymous manner for analytical and statistical purposes, so as to offer its customers additional areas of development for their activity.

#### 15. Force Majeure

The Parties agree that a case of force majeure, that is to say an unforeseeable, irresistible, insurmountable event external to the will of the Party which is the victim, will suspend the contractual obligations as from the proof of the case of force majeure by the Party subject to it and until its extinction.

The suspended obligations will be executed again as soon as the effects of the force majeure event have ceased.

However, if the case of force majeure persists for more than thirty (30) days, these General Conditions may, at the option of the Parties, be automatically terminated without any compensation from either of the Parties.

#### 16. Supplier's intellectual property

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, brands, database, etc.) operated by the Supplier within the Site are protected by all rights of intellectual property or rights of producers of databases in force on behalf of the brand "INSquare". All disassembly, decompilation, decryption, extraction, reuse, copies and more generally all acts of reproduction, representation, dissemination and use of any of these elements, in whole or in part, without the authorization of the Supplier are strictly prohibited and may be the subject of legal proceedings.

#### 17. Personal data

The Supplier practices a personal data protection policy, the characteristics of which are explained on the page of the Site entitled "Data protection", of which the Customer expressly acknowledges having read the Site.

#### 18. Modifications

The Supplier reserves the right to modify these General Conditions at any time.

The Customer will be informed of these modifications by any useful means at least one (1) month before their entry into force.

If he does not accept the modified General Conditions, he must unsubscribe from the Services in the manner provided for in article 8. His access to the Site will then be deactivated until the acceptance of the new GCU.

Any Customer who uses the Services after the entry into force of the modified General Conditions is deemed to have accepted these modifications.

#### 19. Language

In the event of a translation of these General Conditions into one or more languages, the language of interpretation will be French if there is a contradiction or dispute over the meaning of a term or a provision.

#### 20. Applicable law and jurisdiction

These General Conditions are governed by French law.

In the event of a dispute over the validity, interpretation and / or execution of these General Conditions, the Parties agree that the courts of Paris will be exclusively competent to judge, unless there are mandatory imperative rules of procedure.

### Annex 1 - Description of Services

#### 1. Summary of functionalities

The standard Services offered make it possible in particular to: manage Customer Roles: "delegator" (insurer, etc.), "delegatee" (broker-distributor, manager, etc.); allow a "Premium" Customer to invite partners (within the limits specified in the Pricing Conditions), "Classic" Customers, to feed the system or to search for information there; open rights to Users; manage

information relating to the agreements between "delegators" and "delegatees"; manage different questionnaires (identity of the Client, compliance with agreements, compliance with operations); filter the questions applicable to the "delegatee" according to different criteria; answer questions and upload supporting documents (within the volume limits specified in the Pricing Conditions), all of which constitute a compliance "file"; assign a compliance rating to the "delegatee"; synthesize relationships with partners; invite a set of "delegatees" to answer a set of questions ("campaign management"); consult, in detail or in summary, a compliance file or the components of it; download one or more files; manage a compliance action plan; view a compliance dashboard, individual or summary.

A specific service for comparing intermediaries (available in the databases of the insurer or the wholesale broker and in the official register of intermediaries) is offered, which is included in the standard subscription but can also be subscribed specifically.

#### 2. Backups

The provider's hosting provider operates a disk backup platform, which uses compression and deduplication technologies to back up and restore data quickly. RAID technology ensures that the backup array can maintain an operational level of service, even if it loses up to 15% of its disks.

To guarantee a better level of protection, in the event of a major incident on the main hosting site, the backup platform is physically located in a datacenter different from that of the servers (distance greater than 15 kilometers).

This backup platform is supervised and administered seven days a week and twenty-four hours a day by the engineering teams of the Provider's host, to identify, isolate and resolve any incident or loss of performance. The saved data is kept for 30 days.

#### 3. Security and confidentiality

Access to the Software is via secure access (Https) with high-level encryption (AES-256 256 bit key). A firewall set up by the host filters all access and prevents intrusions on the hosting platform.

The Supplier has implemented effective controls to protect against unauthorized physical and electronic access to the service provider's operating systems and applications, as well as to the Customer's confidential information, in order to provide reasonable assurance that access to Customer's systems and data is limited to authorized persons and that the Customer's confidential information is protected against any use not in accordance with their use.

### Annex 2 - Service level agreement

#### 1. Object

The purpose of the Service Level Agreement is to specify the service commitments made by the Supplier to the Customer and its Users, as well as their monitoring methods.

Its application provides a synthetic image of the quality of the service and tracks developments.

The Service Level Agreement applies to the scope of the service as described in Annex 1 Description of the Services.

This Service Level Agreement will be updated to take into account future service developments.

#### 2. Limits

This Service Level Agreement does not cover operational or availability issues:

- which would be due to factors beyond the reasonable control of the Supplier or in cases of force majeure;
- which arise from the use of services that the Supplier has not provided (non-limiting example: insufficient bandwidth);
- that occur during or as part of trial, pre-commercial, beta or trial versions of a Service, or in the context of commercial offers providing free service;
- which would be due to unauthorized actions or lack of action, if any, on the part of the Client or its employees, representatives, service providers or suppliers, or any person who accesses the Supplier's network using the words the Client's password or equipment, or in any other way resulting from his non-compliance with appropriate security practices;
- which are due to the fact that the Customer does not comply with all the configuration requirements, does not use the supported platforms or does not comply with any rule of good use, or which results from its use of the Service in a manner that does not comply with its functions and functionalities (for example, attempts to carry out operations that are not supported) or with the recommendations published by the Supplier;
- which would result from wrong entries, instructions or arguments (for example, requests for access to non-existent files).

#### 3. Technical requirements

The methods of access to the Internet are chosen by the Customer, who must comply with the technical requirements of the Supplier.

Cannot be held responsible for network line interruptions, The Supplier draws the Customer's attention in particular to the importance of the operator's choice of product and in particular the back-up option that it can offer by setting up in place of a parallel line in case of network interruption. The Customer acknowledges that The Supplier has advised him to take an essential backup option to have a high level of availability.

Each extension that must use the Services must have a working Internet connection. Any firewall or other network security equipment of the Customer must authorize access to the "INSquare.com" domain over the HTTP and HTTPS protocols.

The connection must have a downlink speed of at least 1 megabytes per second or 8 megabits per second. The connection must have a minimum upload speed of 256 kilobytes per second.

The graphic resolution of each station must be at least 1280x768 (4/3 format) or 1920x768 (16/9 format).

The RAM for each station must be at least: 4 gigabytes for a station equipped with the Windows 7, 8 or 10 operating system; 6 gigabytes for a station equipped with the Windows XP SP3 operating system; 4 gigabytes for a station equipped with the MAC OSX operating system.

The operation of the Site is possible on multifunction mobile (smartphone) and tablet, but not recommended and not guaranteed by the Supplier.

The browsers supported on the date of the pre AGV update are: Chrome: v65.0 or +; Firefox: v59 or +; Safari: v11 or +; Opera: v50 or +; Edge: v15 or +.

The technical prerequisites may need to evolve to guarantee compatibility with new versions of browsers. Some versions of browsers also require updating operating systems (OS).



These prerequisites may change over time: this information will be updated regularly on the Site [www.insquary.com](http://www.insquary.com).

**4. Availability**

Availability is defined as the ability for a User to access the Services. It is measured for each of the functionalities described in Annex 1 Description of the Services.

The hosting provider provides the Services with an availability rate of 99.95%, which is equivalent to an uptime of 8 hours maximum per year or 10 min per week. This availability rate applies only to the hosting infrastructure, apart from application maintenance operations linked to the Services and also excluding network and Internet backbone access.

The Supplier undertakes to put in place effective controls such as to provide reasonable assurance that the Customer can access and use the solutions concerned at the times determined in the Contract.

The Supplier's commitments are permanent availability, within the limit of the aforementioned unavailability rate, and excluding planned unavailability time, for each of the following services:

- consultation;
- update ;
- download and upload of static documents (PDF, etc.);
- download and upload of dynamic documents (exploitation or updates of system data in XLS or CSV format).

Planned downtime means any period of downtime related to the maintenance or updating of the network, equipment or Service. As far as possible, the Supplier publishes a notification or informs the Customer at least five (5) days before the start of such Downtime.

The Supplier will carry out the necessary maintenance operations in order to allow hosting of the applications in accordance with the specifications - in particular as regards availability. He may be required, in order to ensure his services a sufficient level of quality, to make service interruptions in order to carry out maintenance and hardware and software maintenance work, subject to keeping the Customer informed in advance of his interventions.

The Supplier may proceed, without time slot constraint, to exceptional maintenance, updates and / or developments with total or partial unavailability of service for a maximum of two (2) consecutive hours, to anticipate a major problem (security breach, virus, ...) or perform a curative operation. The Customer will be informed, as far as possible, by electronic notification. The Supplier undertakes to ensure that this type of maintenance is carried out with the least possible inconvenience to its Customers. The Customer acknowledges that interruptions or degradations of service linked to maintenance, updating and / or evolution operations are not considered as incidents, or even as a breach of the service provided or a commitment by the Supplier.

The Customer is warned of the technical hazards inherent in the Internet, and of the interruptions of access that may result. Consequently, the Supplier will not be held responsible for any unavailability or delays during the use of the Services.

The operation of the Services may be occasionally suspended due to maintenance interventions necessary for the proper functioning of the Supplier's servers. In the event of an interruption for maintenance, the Supplier undertakes to comply with the procedure for maintenance operations (article 6) so that the Customer can be as well as possible informed of the interruption, and that he takes sufficient measures to advance to avoid any disruption of its activity.

The Supplier cannot be held responsible for the possible impact of this unavailability on the Customer's activities.

In the event of non-compliance with the availability commitment, the duration of the Subscription is extended by a period equivalent to the duration of unavailability.

**5. Incident handling**

The Supplier's commitments with regard to incident handling are summarized as follows:

	Strong		Medium		Low	
	Target	Commitment	Target	Commitment	Target	Commitment
Time taken to take into account an incident	1 hr	80 %	1 hr	80 %	1 hr	80 %
Time to resolve an incident	10 hr	90 %	Day+2	90 %	Day+5	90 %

Definitions:

- - Target: proposed ideal value
- - Commitment: percentage of success in reaching the Target
- - Regularity indicator: minimum value not to be exceeded
- - Hour: working hours (9 a.m. to 6 p.m.) Monday to Friday
- - Day: working day.

In the event of non-compliance with the incident management commitment, the duration of the Subscription is extended by a duration equivalent to the duration of the delay observed.

**6. Indicators**

The engagement indicators are established annually as part of reporting established and transmitted by the Supplier.

When a so-called "classic" Client benefits from a Subscription taken out by a so-called "Premium" Client, the engagement indicators take into account the use made by the Users of the "classic" Client and are addressed in the reporting made to the "Premium" client.

**6.1 Maintenance**

The Supplier maintains the Software.

A support service provided by an Assistance service, by email to [contact@insquary.com](mailto:contact@insquary.com) with a call-back or an e-mail answer within two hours, allowing the collection of anomalies with a view

to correcting them, is available from Monday to Friday inclusive of 9 am to 6 pm, excluding holidays.

The Customer undertakes to confirm the reports of anomalies by email to the Supplier, providing it with as much detail as possible (circumstances, working environment, description and possibly screenshots).

In the event of a blocking anomaly, the reporting is taken into account within 4 working hours. The Supplier strives to correct the blocking anomaly as soon as possible and offers a workaround.

In the event of a major anomaly, the reporting is taken into account within 8 working hours. The Supplier strives to correct the anomaly and offers a workaround that may allow the use of the features in question.

In the event of a minor anomaly, the reporting is taken into account as soon as possible, and proposes the correction of the minor anomaly in a new version of the Software which will be delivered as part of the evolutionary maintenance.

The release of a new version, following progressive maintenance, generally takes place every month. It can cause temporary unavailability.

In general, the Customer will be notified, from the Software, of preventive and progressive maintenance operations before the date of their completion. The Supplier cannot be held responsible for the possible impact of this unavailability on the Customer's activities.

The Supplier may recommend, or even impose, antivirus updates as well as the implementation of operating system patches.

Before updating his internet browser, the Customer must ensure with the support of the Supplier, the compatibility of the new version, failing which The Supplier declines all responsibility for any malfunctions of the Software.

**6.2 Technical assistance**

The Supplier provides a technical assistance service accessible by email to [contact@insquary.com](mailto:contact@insquary.com) with a commitment to call back or respond by email within two hours (Monday to Friday from 9 a.m. to 6 p.m. (Paris Time), excluding holidays ).

A Supplier FAQ is also available in the assistance section of the Supplier's site.