

## TERMS & CONDITIONS – STARTON

Welcome to starton.io These Starton Terms and Conditions (“Terms and Conditions”) are available at [link] and can be downloaded and printed. These Terms and Conditions explain the terms by which you may use Starton Services. By accessing or using the Service, you agree to be bound by these Terms and Conditions and to the collection and use of your information as set forth in the Starton Privacy Policy , whether or not you are a registered user of our Service.

### 0. DEFINITIONS

Account	: Starton’s account in Client’s name, allowing the connection to the Services by the Client and its staff
Agreement	: In the following rank : (i) the present Terms & Conditions, (ii) its Appendices and (iii) the case may be, a purchase order. In case of any ambiguity between two documents, the highest rank document shall prevail
Appendix	: Any document (i) linked to the present Terms & Conditions in relation to the services of Starton (ii) which expressly is referred to as an appendix. Purchase order (or assimilated document), data protection starton document (DPA) and, the case may be, any SLA shall be deemed as Appendices
Client	: You, the company you represent, the company stated in any order or purchase order
Personal Space	: Personal account, specific to the Client, allowing the use of the Services
Services	: Services provided by Starton as described in Section 2 accessible from <a href="https://starton.io">https://starton.io</a>
Smart contracts	: computer program implemented on a blockchain protocol and able to interoperate with it
Starton	: <b>STARTON</b> , <i>Société par actions simplifiée</i> , registered to the Trade Register of Paris under number 882006133, 66, avenue des Champs Elysées, 75008 Paris, duly represented by Fabien POGGI, as President
Wallet	: Service allowing Clients to store digital assets required to use the Services

### 1. PURPOSE

The purpose of these Terms & Conditions is to define the terms and conditions of use of the Services provided by Starton. The Services can be accessed through <https://starton.io> or other support provided and controlled by Starton.

### 2. DESCRIPTION OF THE SERVICES

The Client shall have access to the following Services, in a format and according to the technical means that Starton deems the most appropriate.

## 2.1 Services

From a general point of view, Starton provides an API-platform to connect any application to blockchains. More specifically, Starton offers the Client:

- **Deploy.** to **deploy** Smart contracts on the network of its choice from its template. Clients can also import an already deployed Smart contract;
- **Interact.** to **interact** with a deployed Smart contract;
- **Relayer.** to **relay** to create transactions, deploy or interact with your smart contracts;
- **Notify.** to empower applications by creating watchers that will wait for specific events happening on a chosen blockchain. When conditions are met, watchers will then **notify** through webhooks;
- **IPFS (InterPlanetary FileSystem).** pinning service that makes IPFS accessible to anyone. With this service, Starton can host your files, folders and jsons on Starton's IPFS nodes so they stay available at any time;
- benefit from Client's Wallet allowing the input and output of tokens to operate the Smart contracts;

## 2.2 Support

Starton takes care and monitors the Services actively and constantly, in order to detect and solve issues immediately.

## 2.3 Consultancy services

Upon request of the Client and acceptance of Starton, Starton could deliver specific consultancy services. These services shall be defined by the parties and confirmed by Starton. These services shall be invoiced according to (i) the general principles as set out in the present Agreement and (ii) the prices defined by the parties.

## 2.4 Reference

Each Party shall be entitled to display, solely in post-use, on any support, the partnership between Starton and the Client, notably by displaying the logo and text provided by the other Party.

## 3. ACCOUNT

Starton shall create an account in Client's name, giving Client access to his own personal space which shall enable him to use the Services in a format and according to the technical means that Starton deems the most appropriate for providing said Services.

The Client guarantees that all information he provides for is exact, up to date and sincere and is in no way misleading or dishonest. The Client agrees to immediately update the information in his Personal Space in the event that any of it should change in order to continuously meet the above-mentioned *criteria*.

The Client is hereby informed and accepts that the information provided by him for the update of his Account is valid as proof of his identity. Details entered by Client shall be binding upon confirmation.

The Client can access his Personal Space by logging in to <https://starton.io> (or other support provided by Starton) using his connection ID and his password. The Client agrees to use the Services himself personally and agrees not to allow any third party to use him on his behalf, unless accepting full responsibility for the consequences. Any use of the Services with the ID and password shall be deemed made by the according Client.

In the same way, Client is responsible for keeping his connection ID and password confidential and safe. The Client must contact Starton immediately if he notices that his account has been used without his knowledge. The Client acknowledges Starton's right to take all measures it deems appropriate in a case such as this, including (but not limited to) the closing of the account / Personal Space.

## 4. USE OF THE SERVICES

Without prejudice to other obligations provided for in this Agreement, the Client:

- agrees, in the use of the Services, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.
- is solely responsible for successfully completing all necessary administrative, tax and/or social formalities concerning them that could result from the use of the Services. The Client is sole in charge of data subjects' consent collecting and processing and use of the Services according to the applicable laws. Starton shall in no case be held liable in this respect, the Services are only tools used by the Client.
- acknowledges having read the documentation (<https://docs.starton.io/>) and understood from Starton all characteristics and constraints, technical in particular, of the entire range of Services. Accordingly, the Client acknowledges that:
  - o blockchain and Smart contracts are an emerging technology that is at risk of failure, (bug, computer virus, etc.) or malicious acts (cybercrime, hacking, theft, etc.);
  - o the environment in which the Services are provided are particularly evolving areas that require regular renewal of knowledge in order to understand the issues at stake;
  - o blockchain is a technology based on a network which operates without intermediaries preventing any possibility of recovery or cancellation of an operation;
  - o Starton use a Key Management System (KMS) to undo private keys. The Client must use its own KMS or a simple Wallet like metamask. For testing purposes only, the Client may use Starton's KMS at Client's own risks. Starton may withdraw this KMS for tests at any time without any notice;
  - o the use of the Services by the Client, like deployment of Smart contracts on blockchains or transactions on blockchains implies the payment of fees related to the use of the networks or protocols (which are not linked or in relation to Starton). The Client is solely responsible for such third parties' payments.
- is solely responsible for the use of the Services.
- undertakes to use the Services personally. The Client shall not transfer, sublicense, delegate or assign all or part of the rights under the present Agreement of use to any third party.
- undertakes to use the Services properly and on a reasonable basis. The Client shall provide with accurate, proper and adequate information and data.
- agrees not to (or authorize or encourage any third party to) use the Services, generally, to:
  - o any act, declaration or omission caused by or in relation to the violation of the law and/or any applicable regulation and/or the present Agreement and/or metaverses / platforms guidelines / terms & conditions;
  - o upload, post, email or otherwise transmit any content that Client does not have a right to transmit under any law or under contractual or fiduciary relationships;
  - o "scam" through the Services, or any processes that run or are activated while Client is not logged in;
  - o interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
  - o circumvent any usage or access limits on use of the Services;
  - o deploy or operate Smart contracts prohibited by metaverses / platforms editors, as well as any damage to Starton servers, bandwidth, or information systems, as reasonable estimated by Starton;
  - o make money from, sell or concede all or part of one's access to the Services or to the information that is hosted and/or shared on the Services; and/or
  - o conceive, realize, develop and/or make a system, application, software and/or modules that compete the Services.

Starton shall have no liability nor warranty resulting from or in relation to:

- the use of the Services for free;
- the use of the Services with the Client's own KMS;
- the loss or theft of a password by the Client, or the resulting identity theft or loss of an account. It is the Client's responsibility to take all measures to secure access to such data;
- the theft or loss by the Client of the private key or keys required to access the Wallets;
- a fraudulent use by the Client of the Services;
- a failure to keep Account's login information confidential;
- administrative, fiscal and social procedures in force and mandatory in the Client's country;
- occurring or aggravated due to the Client's action, intervention or omission;
- incomplete or erroneous information provided by the Client;

- the Client's unavailability or reasonable non-cooperation with the recovery efforts undertaken by Starton;
- the use of the Wallet for purposes other than the deployment and development of Smart contracts available through the Services.

## 5. FINANCIAL CONDITIONS

### 5.1 Fees

Fees should be indicated in a purchase order. Fees depend on the functional perimeter and the chosen features. Fees are exclusive of taxes. All subscription fees for the Services are based on access rights acquired and not actual usage, and will be invoiced to the Client in accordance with the present Agreement. All payments are non-refundable.

### 5.2 Terms of payment

The case may be, the fee for the Subscription is invoiced according to the applicable purchase order, for the period to be delivered. Starton shall email invoices to the Client. The Client shall provide Starton with complete and accurate billing contact information including a valid email address. The Client will make payments according to the Purchase Order via credit card, direct debit or, by default, by electronic bank transfer.

### 5.3 Payment delays and incidents

The Client is hereby informed and expressly agrees that any payment delay of all or part of an amount, within the framework of this Agreement, at its due term, shall automatically entail, without prejudice to Starton's other rights and with a 8 days prior formal notice (or immediately in case of emergency as reasonably estimated by Starton):

- immediate suspension of current Services until complete payment by the Client of all amounts due,
- invoicing of a late payment interest, for Starton's benefit, at the rate of 3 times (three times) the legal interest rate, calculated on the total of all amounts due by the Client,
- invoicing a lump sum of 40€ for the collection costs.

### 5.4 Taxes

All fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes or similar taxes. The Client will self-assess and remit all value added taxes payable as required by applicable laws of France. The Client is responsible for paying all taxes.

## 6. TERM

### 6.1. Duration

The duration of the Agreement shall be for an undefined duration, terminable with a 3 months-notice by letter with acknowledgement of receipt.

### 6.2. Termination

In the event of a breach by a Party of any of the provisions of this Agreement or more generally of the applicable laws, the other Party reserves the right, with a prior formal notice (except in case of serious misconduct as estimated by non- defaulting Party) remained without effect more than 15 days, fully (*de plein droit*) take any measures it deems appropriate without further formality, and in particular to terminate the Agreement and thus, without prejudice to its other rights.

### 6.3. Reversibility

Starton undertakes to facilitate the reversibility / transferability in the best possible conditions. Reversibility is defined as the actions and modalities Starton must comply with in order to transfer all necessary data to the new operator at due date or when the Agreement has been terminated, whatever the reason of such termination. During this phase, Starton remains in charge of the maintenance tasks and shall take all means to ensure the continuity of service and limit the duration of the reversibility operation, whatever the reason of such termination. The Client notifies Starton (by registered letter) the decision to launch the reversibility operation as well as the identity of the new operator and the wished kick-off date. This notice shall be sent at least 30 days before the

wished date. Starton confirms this date or proposes another one. Prices of the reversibility / transferability operations are based on the tariffs applicable at the date of the order by the Client.

## 7. INTELLECTUAL PROPERTY

As between Starton and the Client, the Client owns all right, title and interest to its data.

As between the Client, Starton and Starton's licensors, Starton and Starton's licensors own and reserve all right, title and interest to the Services, documentation, and other Starton IP. Except for the limited rights expressly granted to the Client hereunder, Starton shall retain all rights, title and interest in and to software, documentation and Services including all related IP. Starton keeps the right to fix software. Starton shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Client input.

Starton only grants to the Client a revocable, non-transferable, non-exclusive and non-sublicensable license to use the Services solely to access Starton platform and within the limits and conditions set out in the present Agreement, and for the duration of the Agreement.

Starton respects the intellectual property of others. If the Client or any third party believes that work has been copied in a way that constitutes copyright infringement, please contact us at [legal@starton.io](mailto:legal@starton.io)

## 8. WARRANTIES/RESPONSABILITY/INDEMNIFICATION

8.1 Starton guarantees to the Client that he shall use peacefully the Services during the duration of the Agreement subject to the respect, by the Client, of the present Agreement and the laws. Starton shall have no liability for claims or losses to the extent arising from: (i) modification of the Services by anyone other than Starton; (ii) use of the Services in a manner inconsistent with this Agreement or the documentation or in violation of this Agreement; or (iii) if such loss or claim is in relation to the use of the Services in combination with any other product or service not provided by Starton. Accordingly, Starton shall fully indemnify, hold harmless and defend the Client from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim based on a European patent or trademark or an unfair competition act, which arise out of (i) any violation of the Agreement or (ii) Client's use of the Services. This guarantee is subject to the following conditions: (a) the Client must alert immediately Starton, (b) the Client must cooperate and provide Starton with any and all necessary information and elements and (c) Starton shall keep the monopoly of the argumentation towards any court or authority.

8.2 Starton agrees to provide the Services with diligence and in compliance with trade practice, specifying that it has an obligation to provide means (*obligation de moyens*), but this without any obligation of result, and this is expressly acknowledged and agreed by the Client. Services are provided "AS IS" and on an "AS AVAILABLE" basis without warranty or condition of any kind, except expressly provided in the present Agreement.

8.3 Starton's intervention is limited to the provision of the Services described in Article 2. Starton claims no ownership or control over content stored and/or processed within the context of the Services. Consequently, Starton cannot be held liable for such content. The Client acknowledges and agrees that Starton may communicate and/or suppress from the Services any unlawful content that Starton may have knowledge of, especially (but not limited to) due to a claim from a third party or in case of a court decision. Starton shall make its reasonable efforts to warn the Client before any communication and/or suppression, being understood that, in case of any administrative / judicial procedure, authorities and third parties may demand communication and/or cancellation without any prior notice.

8.4 Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all applicable laws. Starton warrants that during the term: (i) the Services shall perform materially in accordance with the documentation as set out in <https://docs.starton.io/>; (ii) the functionality of the Services will not be materially decreased; and (iii) to the best of Starton's knowledge,

the Services do not contain, and Starton will not knowingly introduce, any viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs. Starton does not guarantee the Client (i) that the Services, which are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects, (ii) that the Services, being standard and not offered specifically to any one given the Client according to that Client's own personal constraints, shall specifically meet that Client's needs or expectations. In the event of a breach of the warranty set forth in Section 8.4, Starton shall correct the non-conforming Services at no additional charge to the Client, and if Starton is unable to correct such deficiencies after good-faith efforts, Starton shall refund the Client amounts paid or at the request of the Client, Starton shall respectively reimburse any amounts in proportion to the amounts payable attributable to the defective Service from the date Starton received such notice or the Client shall provide evidence that the defect has occurred. The Client shall notify Starton in writing within thirty (30) days of identifying a deficiency, but Client's failure to notify Starton within such period shall not affect Client's right to receive warranty remedies unless and to the extent that Starton is somehow unable to, or impaired in its ability to, correct the deficiency due to Client's failure to notify. The remedies set forth in this Section 8.4 shall be Client's exclusive remedy and Starton's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement, in which case Client may elect to terminate this Agreement in accordance with Clause 13.

8.5 The Client shall fully indemnify, hold harmless and defend Starton from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to (i) any violation of the Agreement, (ii) Client's use of the Services or (iii) the unauthorized use of the Services. This warranty is determined by the fact that (a) Starton has promptly notified the Client of such demand or action, (b) Starton fully cooperates and provides all information necessary to the Client and (c) the Client and Starton participate in the argument.

8.6 In any event, any liability that could be incurred by Starton within the framework of this Agreement is expressly and solely limited to direct actual damages suffered by the Client and shall not exceed, all faults and damages aggregated, the total amount paid by the Client concerned within the year preceding these damages. Any procedure against Starton must be started within one (1) year following the damage concerned.

## **9. CONFIDENTIALITY**

THE PARTIES UNDERTAKE TO KEEP AS CONFIDENTIAL, DURING THE TERM OF THIS CONTRACT AS WELL AS 12 MONTHS AFTER ITS END ALL INFORMATION DATA OR DOCUMENTS ISSUED BY ONE OF THE PARTIES TO THE OTHER FOR THE PURPOSES OF THIS CONTRACT. CONFIDENTIAL INFORMATION SHALL INCLUDE, WITHOUT ANY RESERVATION, ANY CONCEPT, TRADE SECRETS, KNOW HOW, INVENTIONS, TECHNIQUES, PROCESSES, PROGRAMS, SCHEMATICS, SOFTWARE SOURCE DOCUMENTS, DATA, CUSTOMER LISTS, FINANCIAL INFORMATION AND SALES AND MARKETING PLANS ("CONFIDENTIAL INFORMATION"). All Confidential Information are considered to be "trade secrets" in accordance with the French Commercial Code. The Parties undertake that the Confidential Information communicated within the scope of the services (i) shall be protected and remain strictly confidential and will not be disclosed either directly or indirectly to any third party and (ii) shall not be reproduced, copied, duplicated either partly or totally, without the prior express Contract of the Party which issued the information and (iii) shall only be communicated to the personnel of the other Party for the purposes of the services and provided that the personnel of the said Party assigned to the services are bound by a confidentiality.

## **10. MISC**

10.1 Starton DPA (Appendix 1) provides for the obligations and rights of the Parties regarding GDPR.

10.2. Starton is fully and resolutely committed to the promotion of CSR and complies with the applicable French legal and regulatory mandatory framework.

10.3. According to the French applicable laws, each Party acknowledges and represents that:

- it has the knowledge of the applicable anti-bribery legislation applicable to the Agreement;

- it has implemented the applicable internal rules to comply with the applicable laws;
- it, or any director, representative, staff or affiliate, shall directly or indirectly commit a corruption act;
- none of its representative or agent is currently under a penalty or condemnation in relation to corruption acts or similar acts;
- accounting files are kept in compliance with the applicable laws.

10.4. The Client shall not disclose, transfer, export, or re-export, directly or indirectly, any software (or direct products thereof) provided under this Agreement to any destination, end user, or end use prohibited under the EU Regulation 1334/2000 (as amended) and EU Regulation 428/2009 (as amended) and the applicable national laws or any other applicable export control laws, without the prior written approval of the European Commission, the customs or other relevant agency.

10.5 The Agreement (including any appendix and/or amendment) constitutes the full, complete, final and integrated agreement between the Parties hereto relating to the subject matter hereof and supersedes all previous written or oral negotiations, commitments, agreements, transactions, or understandings with respect to the subject matter hereof. In the event of any inconsistency in respect of any non-technical terms between this Agreement, the terms of this Agreement shall prevail.

10.6 The Parties shall be deemed to be independent contractors, and this Agreement shall not be construed to create between Starton and the Client any other relationship, whether employer-employee, principal-agent, joint-venturer, co-partners or otherwise. Neither Party shall have authority to act for or bind the other Party in any manner, whatsoever. Any contracts and agreements entered into by one Party (but not the other) shall be for that Party's sole account and risk, and such contracts and agreements shall not bind the other Party in any respect.

10.7 If any provision, including any phrase, sentence, clause, section or subsection, of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.8 No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

10.9 Should any part or provision of this Agreement be held unenforceable or invalid, the invalid or unenforceable provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the Parties.

10.10 Except where the context expressly requires otherwise, (a) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (b) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (c) any reference herein to any person shall be construed to include the person's successors and permitted assigns; (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular

provision hereof; (e) all references herein to Sections, Exhibits or Schedules shall be construed to refer to Sections, Exhibits or Schedules of this Agreement, and references to this Agreement include all Appendices hereto; (f) the word “notice” means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement; (g) provisions that require that a Party, the Parties or any committee hereunder “agree,” “consent” or “approve” or the like shall require that such agreement, consent or approval be specific and in writing; (h) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then- current amendments thereto or any replacement or successor law, rule or regulation thereof; (i) the term “or” shall be interpreted in the inclusive sense commonly associated with the term “and/or”, and (j) references herein to this “Agreement” shall be deemed to include any Appendix entered into pursuant hereto, subject to the preceding sentence.

10.11 The Agreement shall be signed through **Hellosign**, in accordance with articles 1366 and 1367 of the French civil code. Parties acknowledge that such electronic signature binds the Parties and has the same legal value than real signature.

10.12 Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party’s reasonable control and recognized as a force majeure event by the relevant jurisprudence and so occurring without that party’s fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

10.13. Unless expressly stated otherwise, all notices under this Agreement shall be in writing. Notices to Starton shall be sent to the address shown in the Purchase Order addressed to the attention of the Legal department with a copy sent by email to [legal@starton.com](mailto:legal@starton.com). Notices to Client shall be sent to the address shown in the Purchase Order. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.14. This Agreement is governed by French law.

**10.15. IN THE EVENT OF DISPUTE CONCERNING THE VALIDITY, INTERPRETATION AND/OR APPLICATION OF THIS AGREEMENT, ALL PARTIES AGREE TO TRY TO REACH AN OUT-OF-COURT AGREEMENT IN A REASONABLE TIMEFRAME. ACCORDINGLY, ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE VALIDITY, INTERPRETATION, PERFORMANCE, NON-PERFORMANCE OR TERMINATION OF THIS CONTRACT SHALL BE SUBMITTED TO MEDIATION UNDER THE CMAP (CENTRE FOR MEDIATION AND ARBITRATION OF PARIS) RULES OF MEDIATION TO WHICH THE PARTIES UNDERTAKE TO ADHERE. IN THE EVENT OF DISPUTE CONCERNING THE VALIDITY, INTERPRETATION AND/OR APPLICATION OF THIS AGREEMENT, ALL PARTIES AGREE THAT THE COURTS OF PARIS SHALL BE THE ONLY COMPETENT JURISDICTION CAPABLE OF JUDGING THE DISPUTE, SAVE CONFLICTING MANDATORY RULES OF PRACTICE**



## APPENDIX 1 - DATA PROCESSING AGREEMENT

The present data processing agreement (“DPA”) completes any contractual document / T&C / contract between Starton and any client. According to the nature of the tools and services of Starton and according to the Guidelines of EDPB dated 7 July 2021, the nature of the processing is stated as follows:

	Purpose	Controller	Processor	Categories of data	Categories of data subjects	Retention duration	Country	Sub-contractor
1	Performance of the contract	Client	Starton	Data provided by Client	Clients and prospects of the Client	Contract + 1 year	EU	AWS
2	Contractual relationship follow-up	Starton	-	Employees of the Client; invoicing data; contractual data; litigation data	Employees and consultants of the Client	Contract + 5 years	EU	AWS
3	Prospection	Starton	-	Contact details of employees of the Client	Employees of the Client	Contract + 3 years	EU	AWS
4	Statistic / AI	Starton	-	Data provided by Client	Clients and prospects of the Client	Contract + 5 years	EU	AWS

### I. DEFINITIONS

Otherwise specifically expressed in the present DPA, the terms “**Authority**”, “**Personal Data**”, “**Data Subject**”, “**BCR**”, “**Controller**”, “**Processor**”, “**Subcontractor**”, “**Processing**” and “**Personal Data Breach**” shall have the same meaning as in the Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”).

<b>Applicable data protection Laws</b>	:	Any and all national, European and international laws, regulations, statutes and other norms, applicable to the Processing of Personal Data set out in the present agreement, including the GDPR, the French law dated 6 January 1978, the applicable e-privacy regulations. Applicable data protection Laws are interpreted by the national Authorities and the EDPB.
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### II. OBLIGATIONS OF STARTON

Starton GDPR obligations are limited to the following. Starton warrants the Client against any verification, action or procedure raised by a third party based on the following obligations, shall keep the Client harmless and pay all fees, condemnations, attorneys’ fees and other sums that the Client shall bear due to these procedures.

#### 2.1. Processing operation carried out on behalf of the Client

Starton shall process Personal Data only on documented instructions from the Client or according to the Agreement, including with regard to transfers of personal data to a third country, unless required to do so by Union or Member State law to which Starton is subject. In such a case, Starton shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Starton shall keep and maintain an up-to-dated record of instructions from the Client. This document shall contain the mention provided by article 30 of the GDPR. Furthermore, the Processing implied by the Agreement and/or the Processing provided in this Appendix III shall be deemed as an instruction of the Client and therefore, recorded by Starton.

Although Starton is not a law firm or a law company, shall Starton estimate, in its opinion, that a documented instruction from the Client regarding the Processing infringes the GDPR or other Applicable data protection Law,

Starton shall immediately inform the Client, being specified that the Client shall remain the final and sole responsible of the validity of the said instruction.

## **2.2. Accountability**

Starton has implemented internal procedures allowing the demonstration of the respect of the Applicable data protection Laws as Processor.

On a reasonable basis, Starton agrees that the Client may, with a 15 days written prior notice, request information necessary to demonstrate compliance with the obligations laid down in this DPA and, accordingly, send specific questions and requests of documentation. These questions shall be limited to the respect of the Applicable data protection Laws in the framework of the performance of the Agreement. Starton shall answer promptly (and in case within one month). By exception, Starton shall answer within the reasonable timeframes provided in case of request or control of a data protection Authority.

## **2.3. Assistance of the Client**

Starton undertakes to assist the Client regarding specific and written request in relation to rights or obligations as provided by articles 32 to 36 of the GDPR, taking into account the Processing concerned and the information available to Starton, and notably:

- the performance and/or enforcement of rights of data subjects (for instance, portability, access, etc...);
- the participation to a PIA.

Accordingly, the Client shall provide Starton with a specific and circumstantial request, allowing Starton to know precisely the nature of the questions and its tasks. Starton shall answer promptly. Parties agrees that should such assistance be beyond an hour per week, Starton shall be entitled to invoice over time according to a 1000€/day rate.

Starton shall perform the Agreement with reasonable efforts (*obligation de moyens*). However, in case of security breach, Starton undertakes to (i) alert promptly the Client and provide him with reasonable and necessary information (to the extent possible to Starton), (ii) assist the Client and, the case may be, the data protection Authority, and (iii) assist on a reasonable basis the Client for remedies. Starton shall cooperate with the Client in case of request or control of a data protection Authority.

## **2.4. Sub-contracting**

From a general point of view, Starton shall engage another processor without any specific information or authorization from the Client where no Personal Data are concerned. However, in case of sub-contracting for Processing of Personal Data, Starton shall be entitled to engage another Processor with a prior specific notice of the Client. The Client may refuse such sub-contracting for cause (*juste motif*). Any silence beyond 15 days shall be deemed as a tacit acceptance.

Starton shall only engage another Processor who are able to ensure the compliance of the Processing to the Applicable data protection Laws. Processors shall provide for sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of Applicable data protection Laws and ensure the protection of the rights of the data subject.

Where that other Processor fails to fulfil its data protection obligations, Starton shall remain liable, according to the Agreement, to the Client for the performance of that other processor's obligations.

## **2.5. Confidentiality of Personal Data**

Starton ensures that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in the performance of the Agreement.

Accordingly, Starton informs the Client that all employment agreements with employees contain a confidentiality provision as well as supply agreements with Subprocessors, without prejudice to the legal and/or mandatory applicable rules. Furthermore, Starton provided an awareness-raising and training of staff involved in Processing operations.

Should Starton is required to disclose Personal Data by Applicable data protection Law or a court or other tribunal of competent jurisdiction or to a Authority or governmental Authority, Starton shall (to the extent possible to Starton) notify the Client of such obligation and shall reasonably cooperate with the Client to protect the confidentiality of the Personal Data.

## **2.6. Privacy by design**

Starton has implemented internal procedures allowing the demonstration of the respect of privacy by design principles.

## **2.7. Security / security breach of Personal Data**

Starton has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk aiming at:

- ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services according to the state of art and the present Agreement and;
- restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident according to the state of art and the present Agreement

Accordingly, Starton has taken into account the state of art, the modalities and nature of the Processing as described there before, and the security requirements as provided by French laws applicable to Starton.

Starton shall maintain and update these technical and organizational measures and, the case may be, implement new technical and organizational measures as long as the Agreement is in force.

Starton shall inform the Client of any Personal Data Breach in relation to the Personal Data. This communication shall be "*without undue delay after becoming aware of a Personal Data Breach*" according to article 33.2 of the GDPR. Starton undertakes to implement and/or propose to the Client any necessary remedy to (i) identify the origin, nature and consequences of such Data Protection Breach and/or (ii) limit or neutralize the consequences.

The information provided to the Client according to the present Section, shall :

- describe the nature of the personal data breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- communicate the name and contact details of the person where more information can be obtained;
- describe the likely consequences of the Personal Data Breach;
- describe the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

Starton undertakes to make its reasonable efforts to assist the Client in the framework of its obligations of notification of Personal Data Breach to the applicable Authorities as well as, the case may be, to the Data Subjects.

## **2.8. Transfer of Personal Data to third countries**

At the execution date, Starton shall not transfer any Personal Data outside the EU.

## **2.9. Personal Data retention duration**

Starton shall retain Client's Personal Data according to the durations defined by the Client and to the Processing specifications as set out therebefore. The Client acknowledges that Starton shall retain the Client's data for a duration of 12 months as from the end of this Agreement if the Client does not provide for a duration. The Client shall bear sole liability regarding the definition of retention duration. After the duration, Starton shall erase Client's data. In case of Personal Data erasure, Starton shall keep all necessary evidences of such erasure.

## **III. OBLIGATIONS OF THE CLIENT**

The GDPR obligations of the Client are limited to the following. The Client warrants Starton against any verification, action or procedure raised by a third party based on the following obligations, shall keep Starton harmless and pay all fees, condemnations, attorneys' fees and other sums that Starton shall bear due to these procedures.

The Client declares and warrants that he has properly (i) informed Data Subjects and provided to them with all mandatory mentions and information regarding their rights and/or (ii) collected the consent of the Data Subjects according to the Applicable data protection Laws.

The Client warrants that he has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk aiming at:

- ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services according to the state of art and the present Agreement and;
- restoring the availability and access to personal data in a timely manner in the event of a physical or technical incident according to the state of art and the present Agreement

As controller, the Client undertakes and warrants that he has defined, for each category of Personal Data and each purpose, a retention duration in accordance with the GDPR and the Applicable data protection Laws. The Client undertakes to communicate by written to Starton these durations.