# SCILLE

## GENERAL CONDITIONS OF SALE or USE of the PARSEC SERVICE

SCILLE, a simplified joint stock company with a capital of 92,501 euros, registered in the Bordeaux Trade and Companies Register under number 463300010, whose registered office is located at 11 rue de Jalès - 33160 Saint Médard en Jalle ("**SCILLE**").

SCILLE, a software publisher specialized in cybersecurity of sensitive data, publishes the software called PARSEC ("PARSEC"). **PARSEC** ( https://parsec.cloud ) is an open source software solution that allows users' sensitive data to be securely controlled and shared in a Cloud service.

Use of PARSEC shall be governed by these Terms and Conditions of Sale ("**T&Cs**"). The **T&Cs** are provided to Users at the time of registration. Users acknowledge that they have read and understood the GTC and agree to be bound by them. Acceptance of the T&Cs implies acceptance of the Privacy Policy available at this address: https://my.parsec.cloud/assets/privacypolicy.pdf.

SCILLE, a simplified joint stock company with a capital of 92,501 euros, registered in the Bordeaux Trade and Companies Register under number 799854633, whose registered office is located at 11 rue de Jalès - 33160 Saint Médard en Jalle ("SCILLE").

page 1

# ARTICLE 1. **DÉFINITIONS**

In the GTC, words or expressions beginning with a capital letter have the following meaning:

- **"Subscription"** or **"PARSEC License"** means the subscription that the Customer takes out with SCILLE in order to access PARSEC under the terms of the GTC;

- **"Administrator"** means the administrator in charge of an Organization. Administrators may add or remove Users for the purposes of access to the Organization. An Administrator is a User;

- **"Customer"** means the customer, whether a legal entity or an individual, who subscribes to a Subscription and has an Account; Customer activates one or more Organizations;

- **"Cloud"** means the compatible Cloud services on which the Data will be stored and encrypted. In the case of the "Business" or "Enterprise" options, as defined in section 3.2 of the T&Cs, Customer may use the Cloud services of its choice;

- **"Account"** means a valid account of a Customer giving access to its Space;

- **"Data"** means Customer and User data, whether Personal Data or not, including sensitive data that will be encrypted and stored via PARSEC;

- **"Personal Data"** means any information relating to an identified or identifiable natural person, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;

- **"Enclave(s)"** means one or more Secure Spaces to which Users have access when using PARSEC; an Enclave is administered by its Owner, who is the only person authorized to revoke a User's access to his Enclave;

- **"Enrollment"** means the process by which a User enters an Organization. This process involves formal identification of a new User before allowing him to join an Organization. The physical transmission of a Token, preferably orally, ensures that this identification process has been completed.

- **"Space"** means the personal space to which Users have access when using PARSEC. The Space corresponds to all the Enclaves accessible to the User;

- **"IaaS"** refers to the notion of "Infrastructure as a Service" as defined by Wikipedia: https://fr.wikipedia.org/wiki/Infrastructure_as_a_service. PARSEC stores the Data in encrypted packets on standard storage Clouds (such as Amazon S3 or Swift) provided by a SaaS operator (Amazon Web Services or Outscale);

- **"AGPL License"** means the non-exclusive GNU AGPLv3 license available at https://github.com/Scille/parsec-cloud/blob/master/licenses/AGPL3.txt and applying to the client software part of PARSEC;

- **"BSL License"** means the BSL non-exclusive license available at https://github.com/Scille/parsec-cloud/blob/master/licenses/BSL-Scille.txt and applying to the server software part of PARSEC;

- **"Browser"** or **"Data Browser"** or **"PARSEC Browser"** means the PARSEC software client that is the only one authorized to securely handle the sensitive Data hosted in the Enclaves;

- **« Organization »** means a set of Users created by a Client and managed by one or more Administrators. A Customer can create one or more Organizations;

- **"PaaS"** refers to the notion of **"Platform as a Service"** as defined by Wikipedia: https://fr.wikipedia.org/wiki/Plate-forme_en_tant_que_service. The PARSEC metadata server relies on a PaaS service for its operational use and scalability;

- **"Party(ies)"** means SCILLE and/or the Customer;

- **"PARSEC"** refers to the high-security component and open source software solution, released under the mixed AGPL and BSL license, which is highly secure (https://parsec.cloud; https://github.com/Scille/parsec-cloud) and guarantees the confidentiality, authenticity, history tracking and integrity of sensitive Data shared and stored anywhere in the world, regardless of the storage Cloud. PARSEC is natively multi-Cloud;

- **"Mount Point"** means the directory from which data is accessed as a virtual representation of a file system on a hard drive partition or device.

- **"Privacy Policy"** means the document drawn up by SCILLE defining the rights and obligations in relation to the processing of Personal Data implemented via PARSEC. It is accessible at the following address: https://my.parsec.cloud/assets/privacypolicy.pdf;

- **"Profile" or "Role"** means a set of rights assigned to a **"User"** within a PARSEC **"Enclave"**, in order of increasing rights:

  - ✔ **"Reader"**: right to read the documents of the Enclave;
  - ✔ **"Contributor"**: rights of the Reader plus the right to copy documents in the Enclave;
  - ✔ **"Manager"** : rights of the Contributor plus the right to invite Users to share the documentation of the Enclave;
  - ✔ **"Owner"**: rights of the Manager plus the right to revoke one or more Users within its **"Enclave"**, which results in the re-encryption of all metadata allowing access to the **"Enclave"**; an Enclave is administered by its Owner, who is the only one entitled to revoke a User; an Enclave may have several Owners.

- **"Owner"** means the creator of a Data Enclave. The Owner manages all Users who have access to the Enclave. The rights, which can be configured, are defined in article 3.2 of the GTC;

- **"RGPD"** refers to the European Regulation on the protection of personal data 2016/679 of the European Parliament and of the Council of 27 April 2016 ;

- **"SaaS"** refers to the notion of "Software as a Service" as defined by Wikipedia: https://fr.wikipedia.org/wiki/Logiciel_en_tant_que_service. PARSEC is a SaaS;

- **"Merchant Site"** means the website, of the **"SaaS"** type (**"Team"** or **"Standard"** subscription) or **"On Premise"** type (**"Business"** or **"Enterprise"** subscription dedicated to the Customer) which allows the creation of Organizations and possibly the management of invoicing and accessible at the following address https://www.parsec.cloud/ ;

- **"Support"** means the technical support provided by SCILLE in accordance with the GTC;

- **"Terminal"** or **"Device"** means the software or hardware on which the User runs the PARSEC Data Browser; it is possible to run several Terminals or Devices on a single physical machine ;

- « **Token** » means a sequence of characters that should preferably be transmitted orally by an Administrator at the time of Enrolment of a new User. The transmission of this information through a physical channel guarantees that the new User is the right person (presentation of an ID card, tone of voice, person-to-person knowledge).

- « **User** » means any PARSEC user, whether an Administrator or not, authorized to access the Data accessible on the Organization. A **"User"** may have several levels of rights in descending order:
  - ✔ **"External User"** : is invited to share data in an enclave in "Reader" or **"Contributor"** mode but cannot create an enclave or access the **"Organization"** **"User"** directory
  - ✔ **"Standard User"**: accesses enclaves to which they are invited; can create and share an enclave; can access the **"Organization" "User"** directory
  - ✔ **"Administrator"**: see definition above

## ARTICLE 2.  **OBJECT**

The purpose of the GTC is to define the conditions under which PARSEC is made available to Customers and Users. By accessing PARSEC, the Customer and Users agree to abide by and be bound by the GTC and the Privacy Policy. The GTC applies as soon as the Customer subscribes to a Subscription.

SCILLE reserves the right, at its sole discretion, to modify the GTC at any time. The applicable GTC are those that the Customer accepted when subscribing to the Subscription.

The General Terms and Conditions of Use are applicable to the User from the moment he/she approves his/her connection to the PARSEC system.

## ARTICLE 3.  **PRESENTATION OF PARSEC**

### Article 3.1  PARSEC CONTENT

PARSEC is a high-security component that enables the sharing and storage of sensitive or confidential data in the Cloud.

PARSEC guarantees the confidentiality, authenticity, and integrity of the Data shared and stored anywhere in the world regardless of the storage Cloud. PARSEC is natively multi-Cloud.

PARSEC allows Users to securely store, share and access their Data.

PARSEC allows to control and share encrypted Data securely across private and public Clouds.

The Terminal becomes the only trusted entity controlling the encryption and signature keys to secure this sensitive data. A detailed presentation of PARSEC is available at the following address: https://docs.parsec.cloud/fr/stable/introduction.html.
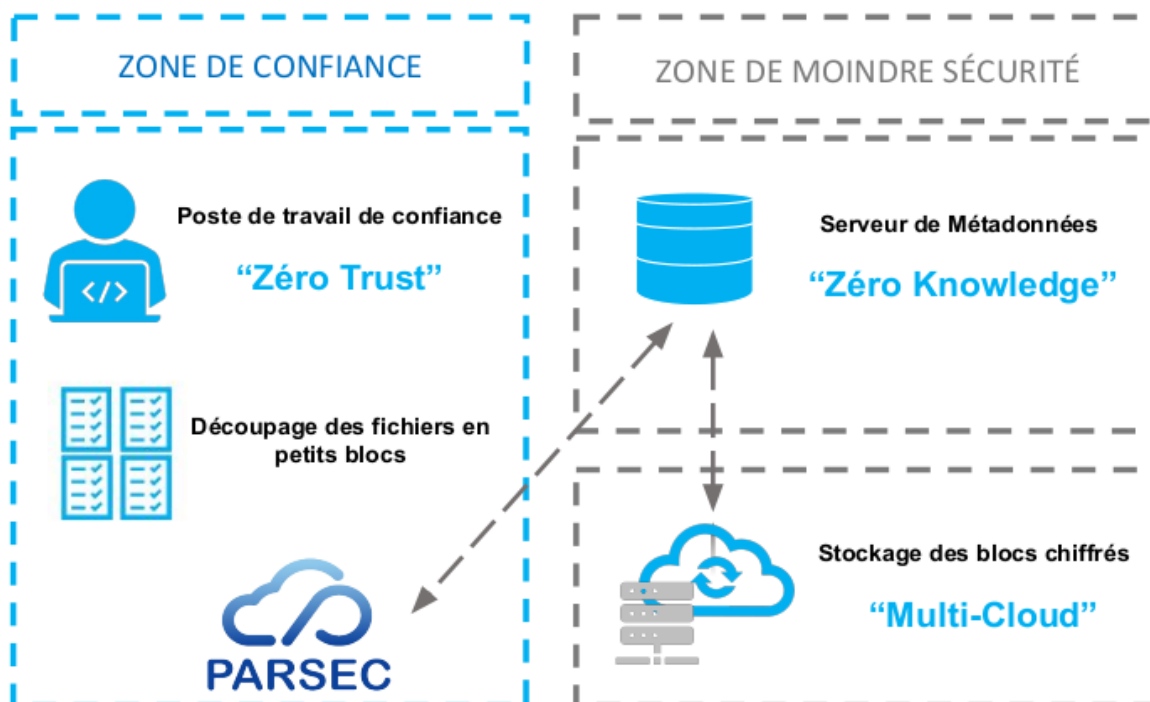
## Article 3.2 Access to PARSEC

Access to PARSEC by the Customer is done by downloading the solution directly on the website via the link Get Parsec - Parsec .
If the Customer wishes to create an Account on the Merchant Site or to access his Customer space, he can do so via the link https://my.parsec.cloud/ identified on the top of the website by the button "My.parsec.cloud".

◆ **Creation of an Account on the Merchant Site**

The Customer must create an Account on the Merchant Site to access his PARSEC Customer management space.
To do so, he just has to :

- If the User only wishes to use Parsec's free Starter offer: when the first organization is created, the User receives a confirmation email containing an Account creation link that redirects him to the Merchant Site.

- If he wishes to subscribe directly to a paying subscription: from the "Rates" page of the website www.parsec.cloud , he can choose the offer to which he wishes to subscribe. He will have to install the software, and then after the creation of his organization, he will have to define the type of subscription he wants when creating his Merchant Account.

To this end, the User must:

● Be legally capable of contracting and be subject to French law;

- Use PARSEC for business purposes and in accordance with the terms and purpose of the GTC;

- Always provide accurate Personal Information and update it systematically so that it remains accurate;

- Ensure that his or her email address remains valid as long as the Account remains active;

- Provide the following information:

  ✔ Identifier ;
  ✔ First name, last name ;
  ✔ Position within the company;
  ✔ Company name ;
  ✔ VAT number (optional) ;
  ✔ Country;
  ✔ Phone number.
  ✔ Bank details (Only for paid subscriptions)

A Customer or User can only create one Account but can create and manage several Organizations from this Account.

The User who creates the Account will also be the Administrator. He may then appoint other Users as Administrators of that Account. Not all Users are Administrators.

In case of forget or loss of the password on the Merchant Site, Customers can reset their password via the link accessible on the login page of the site My.parsec.cloud

To finalize the creation of his Account, the Customer must:

- Create a twelve (12) character password, consisting of at least one upper case, one lower case, one number and one special character;

- Choose the name of your Organization, composed of a maximum of fifteen (15) characters, only uppercase, lowercase, numbers and the characters " _ ", " - " and " " are accepted;

- Click on the link received at the email address provided when creating the Account.

Once the Account has been activated, the Customer will be able to connect to his Customer Area by logging on to the following address https://my.parsec.cloud/ .

◆ **Creation of one or more Organizations**

A Customer may create one or more Organizations, and must select, from the Merchant Site, a Subscription for that Organization:

- The "Starter" Subscription, some characteristics of which are defined in the table below; the whole content of the subscription is accessible via the link Pricing - Parsec

- The "Standard" Subscription whose characteristics are defined in the table below; the whole content of the subscription is accessible via the link [Pricing - Parsec](Pricing - Parsec)

- The "Business" offer is not marketable from the Merchant Site and requires an ad hoc commercial proposal. The whole content of this offer is accessible via the link [Pricing - Parsec](Pricing - Parsec)

## Starter

Sans limite de temps

**€ 0,00**

Totalement gratuit

*Sans engagement, ni carte de crédit*

**Démarrer Parsec**

- Equipe de 3 utilisateurs maximum
- 10Go d'espace de stockage sécurisé inclus

  *Facturation de 5€ par tranche de 100Go supplémentaire*

- Outils de stockage et de partage ergonomique

## Standard

**Saas ZEROTRUST**

**€ 05,00**

Par utilisateur / Par mois

*à partir du 4ème utilisateur*

**Souscrire**

- **50** utilisateurs maximum, dont **3** utilisateurs gratuit
- 10Go d'espace de stockage sécurisé inclus

  *Facturation de 5€ par tranche de 100Go supplémentaire*

- Console de gestion des fichiers
- Fonctionnalités ZEROTRUST
  - Gestion des clés sur le terminal
  - Microsegmentation des données
  - Cloisonnement des données
  - Authentification double facteurs
  - Gestion des identités des utilisateurs
  - Gestion des droits d'accès
  - Mode « WORM (Write Once, Read Many)  –> fonction **ANTI-RANSONWARE**
- Fonctionnalités de travail collaboratif
  - Gestion de la synchronisation automatique
  - Traçabilité et historisation des données
  - WORM (Write Once Read Many)

## Business

Saas / On Premise

Sur-mesure

**Demander un devis**

- Nombre d'utilisateurs illimité
- Accès à la version Android Nombre d'utilisateurs illimité
- Fonctionnalités ZEROTRUST
- Fonctionnalités avancées
  - Invitation d'utilisateurs externes
  - Annuaire confidentiel
- Cloud souverain Secnumcloud
- Stockage serveur dédié
- Choix du fournisseur Cloud
- Stockage serveur privé

  ou
- Intégration infrastructure client (LDAP, PKI, API)
- Résilience multi-device
- Anytime, anywhere access
- Cryptographie renforcée

- Accompagnement individualisé pour le déploiement
- Service et assistance
- Maintenance

Once the Merchant Account has been created, the Customer will then be able to open access to each Organization to the Users he will have chosen by communicating a web link to them.

The same User can have access to several Organizations.

It is not necessary to have an Account on the Merchant Site to be a PARSEC User. It is sufficient to have been invited to an Organization by the Owner of an Enclave belonging to an Organization.

◆ **Access to PARSEC by the Administrator, first-time user of an Organization**

If the Customer, a first-time User, and therefore Administrator of his Organizations, has not yet downloaded PARSEC, he will be offered to do so via the "Download PARSEC" button. The User must download PARSEC on as many Terminals as necessary. For security reasons, it is recommended to install at least two PARSEC Terminals duly enrolled. Indeed, the loss of an unduplicated Terminal will result in the loss of all the Enclave Data that have not been previously shared with another User.

It is possible to operate several Terminals or Devices on the same physical machine.

◆ **Enrollment of a User in a PARSEC Organization by an Administrator**

An Administrator can enroll or delete as many Users as he or she wishes in an Organization.

The PARSEC Browser must be installed on at least one Terminal of each User. For the security reasons explained above, it is recommended that the User installs PARSEC on at least two Terminals, unless he only plans to work in Enclaves he has not created, of which he is not the Owner.

Once the PARSEC Browser is installed on the User's computer, the User can open it and the Organization Administrator can proceed to Enroll the User.

The Enrolment procedure requires the transmission of two pieces of information to the User through two separate channels:

- An Enrollment link to enter into the PARSEC Browser. Clicking on this link automatically opens the PARSEC Browser;
- A 6-digit Token to be communicated only through a secure channel, preferably verbally. ;

The User will connect to PARSEC via an Internet address communicated by the Administrator of the Organization concerned to another User who will then enter this address by clicking on "provide an address manually". The User can then create his access to PARSEC by entering :

- An ID that will designate him within the Organization for access to all Enclaves to which he will have access in the future. A User may be enrolled several times under different identifiers;
- A password that can be changed later if desired;
- The 6-digit Token.

If a User forgets or loses his or her PARSEC access password, he or she can no longer log in: the only way to recover Data on each of the Enclaves is either to have previously shared them with another User, or to have previously enrolled another Terminal. When the Terminal is objectively compromised (i.e., its access conditions no longer guarantee the security of the Data), it is mandatory to proceed within the Organization to delete the compromised User and to revoke the latter from all the Enclaves to which he/she had access. This revocation, resulting in a

re-encryption of the metadata, is triggered by each Enclave Owner; the re-encryption always guarantees access to the Data for other Users than the compromised one.

SCILLE recommends that Users regularly change their passwords and choose complex passwords comprising letters, numbers and specific characters.

Before being able to access PARSEC, Users must, at the time of registration, tick the box "I accept without reservation the PARSEC General Terms and Conditions of Sale".

◆ **Organization**

The Administrator can create one or more Organizations by clicking on the "My Organizations" button or tab.

The Administrator may add and/or remove Users from the Organization. A non-Administrator User may not add or remove a User from an Organization.

◆ **Data Management in Enclaves**

Any User may create as many Enclaves as he or she wishes within an Organization. The User who creates an Enclave is the Owner and can invite as many Users as he wishes. The Owner can set the following rights on its Enclave to which Users with access to the Enclave have access, in ascending order of privileges:

- "Reader": offers the right to read documents in the Enclave;
- "Contributor": offers the rights of the Reader plus the right to copy documents in the Enclave;
- "Manager": offers the rights of the Contributor plus the right to invite Users to share the documentation of the Enclave;
- "Owner": offers the rights of the Manager plus the right to revoke one or more Users, which results in the re-encryption of all metadata allowing access to the Enclave; an Enclave is administered by its Owner, who is the only one entitled to revoke a User; an Enclave can have several Owners.

A User therefore has access to an Organization within which he has access to his Space composed of his Enclaves.

ARTICLE 4. **SCILLE'S COMMITMENT**

**Article 4.1 Provision of PARSEC and Duration of Contract**

SCILLE makes PARSEC available to Users, previously enrolled in the Customer's Organizations, for the duration of the Subscription taken out by the Customer, subject to the Customer's compliance with the obligations and commitments set out in the GTC.

After choosing the "14-day trial" formula by ticking the appropriate box allowing the creation of an Account and free access to PARSEC, the Customer may subscribe to a paying contract for an unlimited period.

 To do so, he/she must use the login and password initially created when opening his/her compote for the free trial subscription.

The customer will be able to choose between two types of open-ended paying subscription, namely a "Team" subscription providing for a monthly subscription per user within the limit of 3

users or a "Standard" subscription per user per month for an unlimited number of users.

The customer acknowledges having read and accepted these GTC when accepting the free trial and agrees to read the financial and technical conditions of paid subscriptions before subscribing.

The contract may be terminated by either party at any time subject to a notice period of one month from the reception of the termination request sent to the email address declared by the SaaS Customer for a termination by Scille or to the address: support@parsec.cloud for a termination by the customer.

It is reminded that the reversibility of the data must be carried out according to the modalities provided in article 4.5 below by the user during the notice period and within a maximum of 15 days after the termination of the contract . The recovery of the stored Data is easily done by a simple "copy and paste" in the file explorer on the Terminal of any User having access to an Enclave.

## Article 4.2 Provision of support

SCILLE undertakes to provide a Support service to Users in the event of suggestions from them or difficulties in using PARSEC.

The User may use the Support service via the "Give your opinion" button shown below and accessible via his Space.

This button redirects the User to a contact form accessible at the following Internet address: https://my.parsec.cloud/feedback.

The User may also contact Support via the following email address: support@parsec.cloud.

SCILLE will respond to requests submitted via the "Give your opinion" forms and via emails received at the following address: support@parsec.cloud within two (2) working hours of receiving these requests. To this end, Users must provide the following information:

- His name and email address and fill in the field "What do you want to report?" via the contact form;

- A detailed description of the suggestions or problems encountered.

Support is open from Monday to Friday from 9:00 AM to 5:00 PM.

## Article 4.3 SCILLE's GUARANTEES

SCILLE does not access any User or Customer Data. In fact, the Data is encrypted and signed locally by the keys generated by the User and belonging to him via the PARSEC Browser. The keys do not leave the Terminal and prevent third parties from using the encrypted information leaving the Terminal. The decrypted Data are exclusively intended for the Users of the Organization created by the Administrator sharing the same Enclave.

The Data is then stored as encrypted packets on public or private Cloud storage services at the discretion of the Administrator, who will be the only one to administer it and who may authorize access to it to Users of his Organization.

No occasional or temporary access to the Data of an Enclave is possible: it is necessary to be part of an Organization and to benefit, through the intermediary of the Enclave Owner, from a share within this Enclave to access it.

PARSEC works even when an intermittent network connection occurs. When PARSEC is disconnected, it is only possible to work in local mode. Once the connection is re-established, PARSEC will automatically synchronize the events prior to the reconnection with the remote actions of other Users sharing the same Enclave.

SCILLE will do its utmost to maintain access to PARSEC. However, SCILLE cannot be held responsible for problems linked to the functioning of the Internet and not attributable to SCILLE.

SCILLE's commitments are strictly limited to the general terms and conditions of sale of the Cloud services used by the Users, in particular the general terms and conditions of sale of Amazon :

- "AWS Terms of Service", accessible via the following link: https://d1.awsstatic.com/legal/awsserviceterms/AWS%20Service%20Terms%20-%20French%20Translation.pdf )
- "Acceptable Use Policy AWS", accessible via the following link: https://aws.amazon.com/fr/aispl/aup/ ).
-

SCILLE guarantees the compatibility of the interoperability of the Software with the Cloud services.

In any case, SCILLE's guarantee is excluded in the event of non-compliance by the Customer and/or the User with the conditions of use of PARSEC and in the event of intervention by the User on PARSEC.

SCILLE undertakes to provide access to PARSEC with all the care and professionalism required in this respect and in accordance with the rules of the trade.

SCILLE may not be held responsible for infringements of French and international intellectual property protection laws for any services, creations, modifications made from elements such as source code, texts, graphics, images or any other data provided by the User for which it does not have exclusive ownership.

## Article 4.4 Responsibility

SCILLE does not guarantee that PARSEC is free of anomalies or errors, nor that PARSEC will function without interruption or malfunction. SCILLE does not guarantee the performance or the result of PARSEC.

Updates or corrections to PARSEC may cause an interruption in service for a short period, of the order of two (2) hours and, in any case, less than 24 hours.

SCILLE reserves the right to interrupt PARSEC in order to carry out technical maintenance or improvement work to ensure the proper functioning of PARSEC,

regardless of the time and duration of the intervention. This interruption of service, which in no way affects the data stored by the Customer, shall not give rise to any compensation for Users.

If the PARSEC service is interrupted for more than two (2) days, Users will be informed by e-mail.

Under no circumstances will SCILLE be directly or indirectly responsible for any damage caused to the Users or the Customer or any third party due to a User's fault or any use of the Data.

SCILLE will not be held responsible in the event of Internet interruption, viruses affecting the Users' data and/or software, the possible misuse of Account passwords and, more generally, for any damage caused by third parties.

SCILLE, publisher of the PARSEC solution, cannot be held responsible for any hazards, access difficulties, lack of access quality or service interruptions linked to electronic communication networks. Consequently, SCILLE cannot be held responsible for the consequences, delays or losses that may occur in the sharing of Enclaves and the related data that may result.

In any case, SCILLE cannot be held responsible for the non-access to the Sharing Enclave and consequently for the non-knowledge of one or more Files resulting from a failure of the Internet access provider, from a negligence of the Users, or from the free choice of the Users not to access the Sharing Enclave and to take knowledge of the said File(s).

SCILLE cannot be held responsible for the sharing of one or more Enclaves by a person other than its recipient(s) due to the use or transmission of the identification and authentication data of the User(s) through fraud, negligence or theft.

In a more general way, SCILLE is not responsible for the Users of the PARSEC platform:

- The validity of the data shared in the Enclaves via the PARSEC Data Browser;
- The accuracy and veracity of the identification and authentication data of the Guest User(s);
- Access to the Service, sharing and/or deletion of data, deletion of Sharing Enclaves, Organizations, Users by a malicious User;
- The usurpation and use by a third party of a User's or Guest User's e-mail address, login details, web address (URL) for registration to the PARSEC service; the User's or Guest User's telephone number, the PARSEC service Authentication Token.

## Article 4.5 Reversibility - Data recovery

In the event of termination of the contractual relationship for any reason whatsoever, SCILLE undertakes to ensure that the User's data is fully reversible.

In this respect, SCILLE reminds you that the recovery of the stored Data is easily done by the User by a simple "copy and paste" in the file explorer on the Terminal of any User having access to an Enclave. Migration is achievable by the Customer from the mount point in the file explorer, from a simple copy and paste.

Therefore, it is up to the user in case of breach of contract to proceed. This operation, at the user's expense, ensures the reversibility of the data and the user undertakes to

to do so at the latest at the end of a period of one month from the date of notification of the termination or cessation of the contractual relationship for any reason whatsoever.

## Article 4.6 Service credits

SCILLE will grant service credits to the Customer, at the Customer's request, in the event of a service interruption attributable to the Customer for more than 24 hours:

Requests for service credits must be sent by email to support@parsec.cloud

Requests for service credits must contain:

- the name and references of the Customer and the affected service(s);
- the start and end dates and times of the unavailability or the quality parameter that failed;
- a brief description of the problems encountered.

Only requests sent by the Customer within five (5) working days following the failure in question may be subject to the payment of the indemnities provided for in this article. In case of acceptance of this request, the amount of this compensation will be the subject of a credit note which will be deducted from the next invoice.
Service credits shall be carried forward and deducted on the first invoice following requests for service credits or the last invoice in the event of termination of the contract. Only billable months are included in the service credit calculation.
They will only be applicable in cases of service failure attributable to SCILLE and will contractually cover all the prejudice suffered by the Customer due to the unavailability observed.
The Customer will be able to ask the SERVICE SUPPLIER for an indemnity of 4% of the monthly subscription amount per working day. This indemnity is capped at 50% of the monthly subscription.

ARTICLE 5.    **USER COMMITMENTS**

Users are invited by the Customer to use the features offered by PARSEC free of charge.

By agreeing to join one of the Organizations owned by the Customer - Administrator and by validating the present general terms and conditions of sale or use, the User undertakes to respect the rules of use and responsibilities laid down in the present document and in particular to respect the commitments of the present article and article 7 below.

Users undertake to cooperate with SCILLE throughout the duration of their use of PARSEC. The Users shall inform SCILLE of any anomaly in the operation of PARSEC. A mechanism for informing the design team is provided for this purpose in the Browser.

Users undertake to use PARSEC in accordance with its purpose and the GTC. They are responsible for their use.

In the event of loss of Data or loss of access to Data, whatever the cause, SCILLE cannot be held responsible by the Users, who remain solely responsible for the backup of their Data and the use made of PARSEC.

Users are solely responsible for the choice, use and verification of the results obtained via PARSEC and all software or equipment connected to PARSEC.

The information, publications and in general the Data are and remain the property of the Users.

Users are responsible for maintaining the confidentiality of their user IDs and passwords. Users are responsible for the protection of their Terminals. Terminals may only be used to allow access to PARSEC by authorized Users in order to ensure the security of the Data. User IDs and passwords may not be disclosed to third parties.

In the event of compromise of a Terminal (loss or theft), the Administrators shall proceed to delete the compromised User and the Enclave Owners, informed of the compromise by a visible notification in the Enclave, shall proceed within their Enclaves, to revoke the compromised User.

Users must inform SCILLE without delay if they notice a security breach, particularly in relation to the voluntary communication or misappropriation of identifiers and passwords, so that SCILLE can immediately take all appropriate measures to remedy the security breach.

Users undertake in particular to:

- respect the rights of other Users and third parties and, more generally, all laws and regulations in force relating to the use of PARSEC;
- to use PARSEC with all due caution and vigilance and for purposes that are consistent with applicable laws, including non-criminal laws;
- not to engage in any conduct that could interrupt, destroy, limit or more generally harm PARSEC, in particular by allowing Users to access and use PARSEC without authorization, including by using viruses, malicious code, programs or files;
- ensure that the Data complies with the legislation applicable to it;
- not to harm SCILLE's reputation, to denigrate PARSEC, in particular on the Internet, including social networks, and to use restraint and prudence with regard to any comments concerning SCILLE, its employees and/or PARSEC that they may wish to put online;
- not to divert the Users of PARSEC to another application or another website (in particular by means of hyperlinks), or a competing service.

In the event of a violation of the foregoing, PARSEC reserves the right to :

- Temporarily or permanently suspend the Account and/or block Users; and
- Delete the Account.

## ARTICLE 6. **LICENSE TO USE**

SCILLE authorizes the User and the Customer, who accept it, to use PARSEC in accordance with the AGPL License and the BSL License for the use of its code and in accordance with the GTC for the contractual relationship between the Parties.

SCILLE does not authorize the use of PARSEC for commercial purposes, unless a license has been duly granted by SCILLE, owner of the rights. The use of the PARSEC SaaS is reserved for a human User, a physical person. The use of the PARSEC SaaS by a robot making commercial use of the PARSEC service is forbidden except under a duly granted license.

All the documentation is dematerialized and accessible via the PARSEC Browser and on the website https://parsec.cloud .

## ARTICLE 7. **USERS' RESPONSIBILITY**

Users are responsible for:

- Compliance with their legal and regulatory obligations;
- Data stored via PARSEC;
- Their access to and use of PARSEC;
- Obtaining and maintaining the equipment necessary to access PARSEC and the compatibility of their equipment with PARSEC.

The Customer declares that he accepts the constraints and risks inherent in the use of electronic communication networks and acknowledges that the Internet network presents risks and technical failures that may alter the performance of the Service or even make it inaccessible.

It is the responsibility of each Customer to take and ensure that each user takes all appropriate security measures to protect their own data (in particular Files and Originals), their computers and their information system, against all risks of contamination by computer viruses, Trojan horses, and against all attempts at intrusion by third parties, acts of destruction or alteration, including via the PARSEC interface and allowing access to the Service.

The Customer is solely responsible for the quality, legality and relevance of the data and content that he/she stores or shares when using the Service. The Customer warrants that he/she owns the intellectual property rights to use the data and content and that he/she complies with all applicable laws, regulations, and public policy.

The User is solely responsible for the creation of the identity of a Guest User and the information he/she enters in the PARSEC interface during Enrolment.

In this respect, the Customer must check that the User does not use the information in a way that contravenes the law and good morals and that he respects the intellectual property rights of third parties.

He must take all necessary measures to ensure that these rights are respected.


ARTICLE 8.    **INTELLECTUAL PROPERTY**

PARSEC belongs to SCILLE and is protected by intellectual property rights. Users are authorized to use PARSEC under the conditions of the GTC and the AGPL License.

All rights not expressly granted to Users by the GTC are reserved.

PARSEC is a registered trademark and may not be used without the prior written consent of SCILLE.

Users acknowledge that SCILLE is the sole owner of its intellectual property rights, and in particular those relating to PARSEC, and undertake not to contest this ownership or the validity of SCILLE's intellectual property rights.

The elements available on PARSEC, such as tools, texts, photographs, images, icons, sounds, videos and more generally all the information available to Users, are the exclusive property of SCILLE and/or its partners, with the exception of the Data published and stored by Users.


ARTICLE 9.    **FINANCIAL CONDITIONS**

**Article 9.1 Cost of the PARSEC license**

At the end of the fourteen (14) day free use period, the Customer may decide to continue using PARSEC in return for a Subscription (the **"PARSEC License"**). The monthly price of a license is updated on https://parsec.cloud and is based on the number of Users of the Organization and the overall storage volume of the Organization, including history.

If the Customer wishes to store its encrypted Data in an isolated public Cloud or in a private datacenter managed by the Organization, it must subscribe to a "Business" or "Enterprise" offer from SCILLE.

**Article 9.2 Terms of payment**

The price of the PARSEC License is stated in Euros and excludes taxes. For the " Team " and " Standard " offers mentioned in article 3.2 of the GTC, the billing is established at the address declared by the Customer when registering on the Merchant Site. For the "Business" and "Enterprise" offers, invoicing is established at the billing address declared by the Customer: Customer's head office, secondary establishment, department...

Invoices are payable within thirty (30) days of their issue, by bank transfer or by check. No discount will be applied in case of early payment.

Any delay in payment will automatically lead to the payment of interest calculated pro rata temporis on the basis of the ECB (European Central Bank) rate plus 10 points, without the need for a prior formal notice, from the first day of delay, without prejudice to any action that SCILLE may be entitled to take against the Customer.

A fixed indemnity of forty (40) euros will be applied by SCILLE for collection costs, on the occasion of any late payment of an invoice.

Where applicable, the additional costs of managing unpaid invoices will be invoiced by SCILLE to the Customer on the basis of supporting documents.

**Article 9.3 Non-payment**

Non-payment of the Subscription by the Customer on the due date will result in the immediate suspension of the service and the automatic termination of the PARSEC License:

- for a "Team" or "Standard" service, thirty (30) days after a formal notice has been sent to the e-mail address declared by the SaaS Customer when subscribing to its Organizations, but without success;
- for a "Business" or "Enterprise" service, thirty (30) days after SCILLE has sent a formal notice to the Customer by registered letter with acknowledgement of receipt, but without success.

ARTICLE 10.     **PROTECTION OF PERSONAL DATA**

SCILLE, by encrypting the Data via PARSEC, acts as a processor within the meaning of article 28 of the RGPD, only in the case where the Data contains Personal Data.

In the context of PARSEC, SCILLE processes Personal Data on behalf of the data controller, the Customer, who accepts this.

SCILLE undertakes to process, via the PARSEC Browser deployed on the User's Terminal, the Personal Data for encryption and signature purposes only and in accordance with the Customer's instructions. If SCILLE considers that an instruction from the Customer constitutes a violation of the RGPD, it will inform the Customer as soon as possible.

◇ Confidentiality guarantee

SCILLE guarantees the confidentiality of the Personal Data processed via PARSEC. SCILLE has no way of decrypting the Data as they are encrypted by the Users' personal keys. By the very design of PARSEC, the Customer alone is responsible for authorizing access to the Enclaves. The Customer undertakes to respect the confidentiality of the Data it administers and to ensure that the Enclave Owners receive the necessary training in the protection of Personal Data likely to be hosted in the Enclaves.

SCILLE undertakes, by the very design of PARSEC, to ensure that the Data hosted on the Enclaves remains accessible only to Users who have been admitted to the said Enclave.

◇ Subcontracting

SCILLE is authorized to call upon another subcontractor, in particular of the PaaS (operation of the metadata server) or IaaS (Cloud storage) type, to carry out specific processing activities. SCILLE will inform the Customer in advance and in writing via its email address, in particular about the activity of this second subcontractor, its identity and contact details.

The "Team" or "Standard" Customer has one (1) month from the date of receipt of this information to unsubscribe and migrate his or her Data in the event that this subcontractor is not suitable.

The "Business" or "Enterprise" Customer has a period of one (1) month from the date of receipt of this information to present its objections. This subcontracting can only be carried out if the Customer has not raised any objections during the agreed period.

It is up to SCILLE to ensure that the second subcontractor presents the same guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the RGPD. If not, SCILLE remains fully responsible to the Customer for the execution by the second subcontractor of its obligations.

◇ Right to information for data subjects

It is the responsibility of the Customer, as the person responsible for the processing of Personal Data, to provide information on the processing of Personal Data to the persons concerned by the processing operations at the time of collection of the Personal Data.

◇ Exercising the rights of the persons concerned

Insofar as possible, SCILLE, in its capacity as subcontractor, must help the Customer to fulfil its obligation to respond to requests to exercise the rights of the persons concerned: right of access, rectification, deletion and opposition, right to limit the processing, right to data portability, right not to be the subject of an automated individual decision (including profiling).

When the data subjects exercise their rights with SCILLE, SCILLE must send these requests as soon as they are received by e-mail to a contact person within the Customer.

◇ Notification of Personal Data Breaches

With regard to the data managed by the Merchant Website, SCILLE notifies the Customer of any violation of Personal Data within a maximum period of forty-eight (48) hours after becoming aware of it and by email. This notification is accompanied by any useful documentation to enable the Customer, if necessary, to notify this violation to the competent control authority.

As regards Data managed within the Enclaves of an Organization, SCILLE, by the very design of PARSEC, has no way of knowing about a possible violation of Personal Data.

◇ Collaboration with SCILLE

SCILLE undertakes to help the Customer to carry out an impact analysis relating to the protection of Personal Data.

◇ Security measures

SCILLE undertakes to implement the necessary security measures for the protection of Personal Data.

◇ Fate of Personal Data

If the Customer stops using PARSEC, SCILLE undertakes :

- to destroy the Personal Data present on the Merchant Site;
- to destroy the Enclaves, i.e. all the metadata owned by the Customer. The Personal Data becomes by design irretrievable.

◇ Register and documentation of Personal Data

SCILLE declares that it keeps a written register of the Personal Data processed on the Merchant Site(s) and makes available to the Customer the documentation necessary to demonstrate compliance with its obligations and to allow audits to be carried out by the Customer or an auditor it has appointed.

## ARTICLE 11. **LIABILITY - INSURANCE**

SCILLE is bound by an obligation of means in the context of the maintenance, accessibility and availability of PARSEC.

If SCILLE's liability is incurred by the Customer under the GTCs for direct damage suffered, the Customer's right to compensation will be limited, all causes combined, to the amount of the sums paid by the Customer to SCILLE over the last twelve (12) months.

Under no circumstances may SCILLE be held responsible for indirect or unforeseeable damage that may result from the use of PARSEC. Indirect damage includes the inaccuracy or corruption of files or data, any financial or commercial loss, loss of profit, loss of production, data, orders or customers, damage to image and/or reputation, as well as any action taken against the Customer by a third party.

In any event, the limitation period for the Customer's contractual liability action is twelve (12) months from the occurrence of the damage.

## ARTICLE 12. **MAJOR FORCE**

SCILLE's responsibility cannot be engaged in the event of a breach of one of its obligations under the terms of the GTCs, when the non-execution or the delay in execution results in particular from the following facts: public health problem, governmental decision, including in case of withdrawal or suspension of authorizations of any kind, economic embargo imposed by a State, the European Union or the UN, total or partial strike, social conflicts, lock-out, internal or external to the company of the party concerned, natural disasters or natural cataclysms, state of civil war, riots, attacks, popular movements, acts of terrorism or sabotage, total or partial interruption of telecommunication or electrical networks, computer hacking, and more generally any fact generally accepted by the French courts as force majeure as provided for in Article 1218 of the Civil Code.

ARTICLE 13.    **EVOLUTION OF THE GENERAL CONDITIONS OF SALE**

SCILLE reserves the right to change the GTC in order to improve the quality of its services.

In case of modification, SCILLE will inform the Customer by electronic means. The Customer has a period of one (1) month to refuse the said modification by sending SCILLE a registered letter with acknowledgement of receipt, notifying its refusal of the modification of the GTC. In this case, the GTCs will continue to apply until their term.

If the Customer fails to notify its refusal of the GTCs according to the methods set out above, the Customer will be deemed to have irrevocably accepted these modifications. In the event of refusal, SCILLE will be able to terminate the contractual relationship subject to respecting a notice period of one (1) month.

However, when the evolution of the GTCs is the consequence of a legislative or regulatory modification, resulting from the jurisprudence or any other legal obligation (national or international) which is imposed on SCILLE, the Customer does not have the right to refuse the modification of the GTCs which will be imposed on him, in the same way as the legal modification was imposed on SCILLE.

ARTICLE 14.    **CONFIDENTIALITY**

Each Party undertakes, except with prior written agreement, not to exploit or communicate to a third party any data, methods, know-how, source codes, manufacturing precedents, technical, financial or commercial information of the other Party, to which it may have had access during the use of PARSEC.

Each Party undertakes to take all measures to ensure compliance with this obligation of confidentiality and shall refrain from disclosing to any natural or legal person, either directly or indirectly, any confidential information which it may have become aware of in the course of using PARSEC and/or from reproducing and/or using such information, either on its own behalf or on behalf of third parties, for any purpose other than the performance of the GTC.

However, these confidentiality obligations do not apply to information which was already in the public domain at the time of transmission or which would become so through no fault of the recipient.

The undertakings given under this section shall survive the expiration of the T&Cs, for whatever reason, for a period of five (5) years. Any breach of this confidentiality obligation may result in the payment of damages.

The present confidentiality clause does not prevent SCILLE from quoting the Customer in reference.

ARTICLE 15.    **REFERENCES**

The Customer authorizes SCILLE to quote its name and logo with a brief description of the services provided by SCILLE, as a commercial reference for its communication needs.

SCILLE undertakes within fifteen (15) days of the written notification of the Customer's disagreement to remove any mention of this Customer from its commercial references.

ARTICLE 16.    **MISCELLANEOUS STIPULATIONS**

## 16.1 Partial disability

If any provision of the GTC is invalidated or rendered ineffective in whole or in part by a decision or event beyond the control of either party, such invalidity or ineffectiveness shall not invalidate the remaining provisions of the GTC.

In this case, the Parties shall endeavor to replace the invalidated or ineffective provision(s), if requested by one of them, with a valid provision corresponding to the spirit and purpose of the GTC.

## 16.2 Waiver

The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the obligation in question for the future.

## 16.3 Titles

In case of contradiction between any of the headings at the top of the clauses of the GTC and any of the clauses, the headings will be declared non-existent.

## 16.4 Customer Acceptance

The GTC are expressly accepted by the Customer by means of a box to be ticked at the time of registration, who, by signing, declares and acknowledges that he/she has full knowledge of them and therefore renounces the right to take advantage of any contradictory document, and in particular, of his/her own general terms and conditions of purchase, which will be unenforceable against SCILLE, even if he/she has been made aware of them

The GTCs may be completed by Special Conditions for the "Business" and "Enterprise" offers.

In case of contradiction between the Special Conditions and the GTC, the latter always prevail, except in the case where the Special Conditions take the form of a negotiated contract and the clause(s) of this contract which are contradictory to the General Conditions begin with the words *"by derogation to the General Conditions of Sale, with the indication of their date or version number"*, as well as in the case where the GTC expressly provide for the possibility of derogation in the Special Conditions.

ARTICLE 17.    **APPLICABLE LAW**

The GTC are governed by French law.

WITHIN THE LIMITS PROVIDED FOR BY THE LAW IN FORCE, ANY DISPUTE AS TO THEIR VALIDITY, INTERPRETATION OR EXECUTION WILL BE SUBJECT TO THE EXCLUSIVE COMPETENCE OF THE COMPETENT COURTS OF THE JURISDICTION OF THE COURT OF APPEAL OF PARIS INCLUDING IN THE EVENT OF APPEAL IN GUARANTEE OR OF PLURALITY OF DEFENDANTS.

All documents and procedural acts must, to be legally valid, be addressed to the elected domicile.

SCILLE, a simplified joint stock company with a capital of 92,501 euros, registered in the Bordeaux Trade and Companies Register under number 799854633, whose registered office is located at 11 rue de Jalès - 33160 Saint Médard en Jalle ("SCILLE").