

**RED ON LINE®**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
(last updated February 2024)

## 1. ACCEPTANCE

**1.1** These General Terms and Conditions of Sale (the "General Terms and Conditions") apply to the Client's subscription to the services defined by the attached Commercial Proposal and, together with said Commercial Proposal, form the contract (the "Contract") defining all the obligations of ROL and the Client (the "Parties").

**1.2** No specific handwritten annotation added by the Client has any value unless it is expressly accepted by ROL.

**1.3** In the event of any contradiction between the General Terms and Conditions and the Commercial Proposal, the Commercial Proposal shall prevail.

**1.4** The signed General Terms and Conditions:

- supersede any other general or specific conditions (including of purchase) appearing on any purchase orders or other documents and not expressly accepted by ROL
- cancel and replace all prior documents exchanged or signed by the Parties referring to the same subject.

**1.5** Any order or instruction given by the Client to ROL for the performance by ROL of a service after the General Terms and Conditions have been forwarded to the Client implies their full acceptance from the date on which the aforementioned order or instruction was given.

**1.6** When the Client enters into the Contract and the Services are performed for the benefit of a third-party legal entity, it is expressly agreed that:

- the Client guarantees full compliance with the Contract by the third-party beneficiary of the Services
- the Client may be held liable by ROL for any breach of the Contract by the third-party beneficiary of the obligations under the Contract
- in any event, the Client shall be charged for the Services and is responsible for paying for them in full.

## 2. DEFINITIONS

**Client:** Person who has entered into the Contract for their professional requirements.

**Deliverables:** Depending on the scope of the Services defined by the Commercial Proposal, the Deliverables refer to:

a) Module configurations

b) Regulatory Content: refers to all the safety, hygiene, health and environmental content made available by ROL in the event of subscribing to access to the Regulatory Watch and Compliance Module of the Solution, namely:

- Legal Registers refers to deliverable consisting of the specific regulatory framework (texts and regulatory requirements in safety, hygiene, health and environment) in which a Site operates. The Legal Registers is defined by ROL with regard to the declared activities of a Site thanks to an initial diagnosis (carried out on Site and/or remotely by means of a questionnaire completed by the Client).

- Regulatory Watch Bulletins (compilation of regulatory news developed by ROL),
  - Answers made by Regulatory Assistance.
- c) Compliance audit reports produced by ROL.

**Services:** All services performed by ROL under the Contract, i.e. (i) the provision of the Software and (ii) the provision of services.

**Software:** Compliance management support software packages *EHS SOLUTIONS* developed by ROL. The Software may consist of several modules which, depending on the Client's selection, provide documentation and monitoring tools to assist the Client with risk management.

**Site(s):** The Client's site(s) included in the scope of the Contract and listed in the Commercial Proposal.

**User:** A Client employee registered by the Client (with ROL or within the Software) as using the Software and having access codes. The Client agrees not to give anyone access to the Software who is not one of its employees.

**Working hours and days:** Monday to Friday excluding French public holidays, from 9 am to 5 pm (GMT + 1)

## 3. TERM

**3.1** Subject to the application of the provisions of Article 1.5 above, the Contract shall enter into force on the date of its signature and end after a period of one (1) year from when the Software access codes are first provided.

**3.2** Unless one of the Parties terminates it within three (3) months prior to the end of the above-mentioned one (1) year period, the Contract shall be tacitly renewed for new one (1) year periods. If applicable, each Party may then terminate it at the end of each new one (1) year period, subject to compliance with a three (3) month notice period.

## 4. THE PARTIES' COLLABORATION

The performance of the Services is based on the consultation between the Parties, particularly the responses given by the Client to the questionnaires provided by ROL. ROL's ability to perform the Services in accordance with the Contract is therefore directly linked to the Client regularly and in accordance with the agreed timetable providing it with comprehensive, precise information related to the declared activities and the regulatory coverage required, in accordance with the agreed schedule. In particular, if relevant changes occur on a Site during the performance of the Contract, the Client shall inform ROL at or before the quarterly review of the Site questionnaires.

## 5. PROVISION OF SOFTWARE

**5.1** The Software is accessible online via universal addresses (<https://www.hse-compliance.net/>).

**5.2** Only the Users are authorised to access the Software. The Client agrees to ensure that the personal and confidential nature of the Software access codes is respected, and expressly agrees to ensure it is respected by the Users. The Client fully guarantees ROL against any damage suffered by ROL as a result of the breach of this obligation by itself or by the Users. The Client generally guarantees the Users' compliance with the Contract.

**5.3** There is 24/7 access to the Software as far as possible. In the event that access to the Software is interrupted for all or part of a day (working hours and days) due to exceptional circumstances or backup or maintenance operations, ROL shall inform the Client when possible.

**5.4** If emergency maintenance work needs to be carried out, ROL reserves the right to temporarily suspend access to all or part of the Software without notice and without this temporary suspension being considered a breach of Contract and thereby invoking its liability.

**5.5** ROL may not be held liable for interrupted access to the Software due to the Client or Users (use that does not comply with ROL instructions, changes to the Client's IT environment, etc.).

## **6. SERVICES**

The services offered in addition to the provision of the Software may be recurring or one-time services. In particular, they ~~shall~~ may include:

- software module configuration
- the integration of Client data into the Software
- the creation of Legal Registers ~~Reference Material~~
- Site compliance audits
- the development of action plans
- regulatory monitoring committees
- support from a ROL consultant
- the annual Site review
- training services
- IT developments.

## **7. TERMS AND CONDITIONS OF SERVICE DELIVERY**

### **7.1 Order**

**7.1.1** The scope of the Services is defined by the Commercial Proposal at the conclusion of the Contract.

**7.1.2** Any new request outside the scope defined at the conclusion of the Contract shall be the subject of a new commercial proposal.

### **7.2 Deadlines**

The Services are carried out according to a schedule agreed by the Parties. For the Services carried out outside Metropolitan France, ROL can require the payment of the Services before planning them. If an unforeseen event prevents ROL from performing a planned service, ROL shall implement all means at its disposal to meet the planned date. If despite everything, the service concerned cannot take place, ROL shall notify the Client as soon as possible and shall schedule another date with it.

### **7.3 Delivery of Deliverables**

The Deliverables are made available to the Client via the Software, in the space provided for this purpose, when their nature so allows. Users are notified by email of any delivery made in this way. If the Client does not express any reservations within five (5) working days of each delivery, the Deliverable shall be deemed to be definitively approved by the Client.

### **7.4 Specific features of services**

#### **7.4.1 Training**

Training sessions are booked by the Client with ROL and confirmed by the sending of the registration form duly completed and signed by the Client. A training session may not be conducted for an audience of more than ten (10) people.

#### **7.4.2 Cancellation of services** (excluding Software provision)

The Client may cancel or postpone the provision of services referred to in article 6 above or training session planned with ROL. If the cancellation or request for postponement occurs less than fifteen (15) days before the date of the on-Site service or training session, the session concerned shall be charged in full by way of damages.

#### **7.4.3 Delivery difficulties**

During an on-Site service, if ROL finds:

- any difficulty in delivering the service resulting in a delay due to events beyond its control, ROL shall inform the Client which agrees, where applicable, to (i) extend the service concerned by as many days and/or (ii) be solely responsible for any additional costs incurred by ROL in order to maintain the initial completion and/or delivery time for the service concerned
- an obstacle preventing the performance of the service (no internet connection, the User concerned not at the Site), ROL reserves the right to cancel or postpone the service concerned, which is then charged in full by way of damages.

#### **7.4.4 Safety**

The Client shall duly inform ROL and its employees of (i) any safety procedures and regulations in force on the Sites and (ii) any specific points to pay attention to or hazardous conditions on the Site. ROL and its employees agree to comply with them, subject to being duly informed thereof. ROL does not under any circumstances carry out a safety mission on the Sites and if it considers that its employees working on the Sites are not able to perform the Services in accordance with normal safety rules, ROL may immediately suspend the Service concerned until such normal safety rules are put in place. If applicable, the price of the Service concerned shall be due in full.

## **8. INTELLECTUAL PROPERTY**

### **8.1 ROL**

**8.1.1** ROL owns all rights (including trademark rights, copyrights and database producer rights) relating to the Software, its components, tools and content, as well as the results obtained from the performance of the Services, including, but not limited to, tree structure, questionnaires, ~~regulatory reference material~~ Legal Registers, watch bulletins, audit grids and training materials.

**8.1.2** The limited granting of rights for the Client's benefit does not entail any transfer of any ownership or exploitation rights over the Software, its components, tools and content.

### **8.2 The Client**

**8.2.1** Subject to the fulfilment by the Client of its obligations, ROL grants the Client, for the duration of the Contract, a right to access and use the Software, its components, tools and content as well as the results obtained from the performance of the Services. The granting of such rights is carried out on a strictly personal basis and is strictly limited.

**8.2.2** In general, the Client is expressly prohibited from infringing ROL's rights over the Software, its components, tools and content, as well as the results obtained from the performance of the Services. In particular, the Client shall not, unless expressly agreed in writing by ROL:

- transfer its access and user rights referred to above to any third party and for any reason
- conduct any unauthorised decompilation operations
- create works/products that derive from all or part of the Software components, tools and content or the results of the Services
- use any method of automated and/or mass extraction or consultation of all or part of the Software content
- perform any disproportionate extraction considering the scope of the Services and/or the Client's activities and/or the number and nature of the Sites
- perform any extraction which does not comply with the terms of the Contract
- carry out any reproduction, adaptation, representation or translation or made available to third parties of all or part of the Software components, tools and content or of the results of the Services, by any method whatsoever and for any reason.

**8.2.3** If interoperability between several information systems is required, the Client undertakes to contact ROL.

### 8.3 References

The Client agrees that ROL may mention its name as a commercial reference and reproduce and/or represent some of its distinctive signs for this purpose.

## 9. FINANCIAL TERMS AND CONDITIONS

### 9.1 Prices

**9.1.1** The prices of the Services are set out in the Commercial Proposal. The prices of the Services are given before tax and do not include travel and accommodation expenses which will be invoiced to the Client on a flat-rate basis.

**9.1.2** Any discounts applicable on the date the Contract is concluded shall not apply to its renewal, unless otherwise expressly agreed by the Parties. Discounts subject to the combination of cumulative conditions shall no longer be applied if any of said conditions is no longer met.

**9.1.3** The Client acknowledges that the prices have been offered to it on the basis of a set of parameters which it has previously declared, including:

- the desired Software modules
- the number of Sites
- the scope of the services
- the nature of its declared activities.

Accordingly, the Client acknowledges and accepts that any change in one or more of the elements defining the initial scope shall result in the adjustment of the initial prices.

### 9.1.4 Pricing revision

Subscription price for Regulatory Content and Software will be subject to annual revision, ipso jure and without formality, on each expiry date of the Contract, in accordance with the upward variation in the INSEE *French services production prices index for all markets (BtoAll)* - CPF 77.40 -

*Licensing services for the use of intellectual property and similar products, excluding works protected by copyright, according to the following formula:*

**P1= P0 x (Ind. 1 / Ind.0)** in which :

**P1**= Revised price

**P0** = original contract price or last revised price

**Ind.** = INSEE index *Production prices for French services for all markets (BtoAll)* - CPF 77.40 - *Licensing services for the use of intellectual property and similar products, excluding works protected by copyright*

**Ind.0:** reference index published in the third calendar quarter preceding the subscription year or the year n-2 preceding the renewal year.

**Ind.1:** reference index published in the third calendar quarter of year n-1 preceding the subscription renewal year

**it being specified that P1 may not be less than P0 x 1.08.**

If the index disappears, the Parties will decide to replace it with an equivalent index.

## 9.2 Payment and billing terms

### 9.2.1 Payment conditions

Services relating to the implementation of Legal Registers, Compliance Audits, Training or any other intellectual services are invoiced at 100% upon signature of the relevant Order.

Subscriptions relating to the provision of modules and content are invoiced as follows:

- Regulatory Watch and Compliance Management: when the access codes are made available
- Other Modules: on the date on which at least one access to the Module concerned is made available on the test platform or the production platform.

### 9.2.2 Payment deadlines

Invoices are payable within thirty (30) days from their invoicing date. If a payment deadline is not met, ROL may:

- without prior formal notice, require immediate payment of any sums due under the Contract and/or suspend performance of Services until payment of the invoice in question; such suspensions cannot be considered as faults on the part of ROL that might invoke its liability for any reason
- apply late-payment penalties starting fifteen (15) days after formal notice having gone unheeded (rate applicable during the 1st half of the year concerned = *European Central Bank* key interest rate plus 10 points in force on 1st January of the year in question / Rate applicable for the 2nd half of the year = *European Central Bank* key interest rate plus 10 points in force on 1st July of the year in question),
- request payment of a flat-rate compensation fee of forty (40) euros for recovery costs.

The suspension under this Article shall not affect ROL's right (i) to retain the sums received in return for the Services performed, (ii) to collect the sums owed in return for the Services performed, (iii) to collect or retain the charges for the provision of the Software for the entire duration of the

commitment set out in the Contract, (iv) to request compensation for its losses.

**9.2.3** Notwithstanding the provisions of Article 1342-10 of the French Civil Code, it is expressly agreed that in the event that the Client makes partial payment whereas several invoices are due, ROL is free to impute the said payment as it sees fit.

**9.2.4** No compensation may take place without ROL's prior agreement.

## **10. GUARANTEES**

### **10.1 Services**

**10.1.1** ROL warrants that the content made available via the Software is collected and/or produced in accordance with industry standards and by observing reasonable precautions to avoid errors. This provision is based on official publications and compilations of private data deemed reliable. However, given the volume and complexity of the information, pace of change of texts and the conditions for obtaining such information from external public and private sources, ROL cannot guarantee its accuracy or comprehensiveness.

**10.1.2** Likewise, the Client is solely responsible for making its decisions and their relevance and application based on:

- the content made available via the Software
- the documents drawn up and/or published by the Client and the Users via the Software for the purpose of monitoring their compliance management (action plans, reports, diagnostics, etc.),
- any information and data stored by the Client.

**10.1.3** The Services are designed for professionals and intended solely for (i) documentary purposes and (ii) assisting with compliance management for which the Client is solely responsible. The Client, third-party beneficiaries and Users therefore accept that:

- the Services do not in any way replace professional consultancy services
- the Services are in no way intended to replace the judgements and decisions of the Client and/or its professional and/or legal advisors
- the Client, the third-parties beneficiaries and the Users are solely responsible for the use and interpretations made by themselves and/or their advisors of the content made available to them and/or any opinions and views that may be issued by ROL as part of the Services.

**10.1.4** References to third-party websites and other documentary resources available via the Internet may be proposed as part of the Services. ROL may not be held liable for the unavailability of said websites and resources and, more generally, for any damage whatsoever resulting from the use of the content or services offered by such websites and resources.

### **10.2 Software**

The Software solutions are standard solutions provided in SaaS mode. ROL does not guarantee that they fully meet the expectations of the Client which is solely responsible for ensuring that they meet its needs.

## **11. LIABILITY**

**11.1** ROL is bound by an obligation of means ("obligations de moyen") under the Contract.

**11.2** The Client acknowledges and accepts that the Internet and any networks used for data transmission purposes are subject to periods of saturation, outages and other malfunctions, the causes of which are beyond ROL's control and which may result in the disruption of the performance of the Contract. ROL cannot be held liable for damage suffered by the Client as a result of said disruption.

**11.3** The Client is solely responsible for the hardware and equipment installed on the Sites by the operators and service providers selected under its responsibility. Therefore, ROL cannot be held liable for any damage suffered by the Client as a result of difficulties in performance or non-performance of the Contract due to malfunctions of said hardware and equipment.

**11.4** ROL cannot be held liable for any damage suffered by the Client and/or any third-party beneficiary of the Services resulting from the non-compliant use of the Software, its components, tools and content and/or the failure to apply the directions for use provided by ROL and/or the application of directions not provided by ROL.

**11.5** In any event, if ROL's liability is recognised by a final court decision:

- the total amount of compensation to be paid by ROL in compensation for all direct damages resulting from any non-performance of the Contract is strictly limited to the amounts paid by the Client during the twelve (12) month period preceding the event giving rise to liability
- ROL is not obliged to compensate any of the consequential damage suffered by the Client and/or the third-party beneficiaries of the Services (operating losses, loss of profits or customers, any commercial damage, damage to image, etc.), it being specified that any damages suffered by a third party are consequential damage.

**11.6** It is expressly agreed and accepted by the Client that the provisions of this Article shall continue to apply should the Contract be terminated for any reason whatsoever, including in the event of a judicial resolution established by a final decision.

**11.7** The Parties acknowledge that the Contract provisions establish a fair division of risks between ROL and the Client and that the price reflects this division as well as the limitation of liability described above.

## **12. COMPLIANCE**

**12.1** ROL shall conduct its activities honestly, with integrity and responsibly and expects every individual with whom it works to abide by these same values. Consequently, the Client undertakes to strictly comply with the current anti-corruption laws and regulations. In particular, the Client shall not, directly or indirectly, offer or grant to, request or receive from a third party any unfair advantage in return for completing, delaying or omitting to complete any act within its powers and that is or could be considered an unlawful or corrupt practice. The Client also declares and guarantees that no amount (including fees, commission or any other

unfair financial benefit) and no item of value (including but not limited to gifts, holidays, meals or inappropriate entertainment) has been or shall be given directly or indirectly to any employee, director or corporate officer of ROL for the purpose of procuring the signature of the Contract or to facilitate its performance or renewal.

Any breach by the Client, and/or any third party acting on its behalf and/or any third-party beneficiary of the Services, of the foregoing provisions constitutes misconduct justifying the termination of the Contract under the conditions set out in Article 15. The Client shall inform ROL promptly of any event that could undermine the declarations and guarantees in this Article.

**12.2** ROL reserves the right, during the Contract, to refuse or cease to provide any Services in a country for the benefit of a Site or a third-party beneficiary of the Services established or domiciled in a state or territory appearing, or which may appear, on the lists of sanctioned countries, territories, entities, natural persons, etc., established by the US *Office of Foreign Assets Control*, the European Union or the United Kingdom. Where applicable, such refusal or cessation may not be considered as misconduct by ROL or constitute grounds for early termination of the Contract.

### 13. CONFIDENTIALITY

**13.1** The Parties consider as strictly confidential all information of any kind (commercial, financial, strategic, organisational, structural, etc.), methods and data communicated between them by any means and/or that they are required to know during the performance of the Contract. With respect to this information, each Party agrees:

- not to use it for purposes other than the performance of the Contract
- not to disclose it to third parties unless previously agreed by the other Party
- to only transmit it to its salaried staff whose assignments justify this transmission
- to take all measures necessary to guarantee its confidentiality, with respect to its staff and any external person authorised by ROL and involved in the performance of the Contract or who has access to the Software

**13.2** The Parties are bound by this obligation until the confidential information becomes public or if a Party is required to disclose it by a legal or regulatory provision or a court decision.

**13.3** The Client shall ensure compliance with the obligations of this Article by third-party beneficiaries, Users and more generally all its collaborators, and undertakes to implement the appropriate means to guarantee such confidentiality.

### 14. PERSONAL DATA

Access to and use of the Software leads to personal data processing operations. Such processing operations, their terms and conditions and the resulting rights and obligations for each Party and the data subjects are described in the Personal Data Appendix of these General Terms and Conditions

## 15. END OF CONTRACT

### 15.1 Termination of contract

The Contract can be automatically terminated without any formalities other than those described below, in the cases defined below.

#### 15.1.1 Breach of contract

In the event of a Party's repeated breach of an essential obligation that has not been rectified within thirty (30) working days from the date on which the other Party sends a registered letter with acknowledgement of receipt notifying it of said repeated breach of the essential obligation concerned, the non-defaulting Party may terminate the Contract by sending a second registered letter stating the termination. If applicable, the termination shall occur automatically at the end of a period of thirty (30) working days from the date on which the second aforementioned notification is sent. The essential obligations are:

- for ROL: the provision of the Software and the delivery of the Deliverables in accordance with the Contract
- for the Client: full payment of the price and compliance with ROL's rights, including over the Deliverables, the Software, its components, tools and content.

#### 15.1.2 Compliance

The Client's failure to comply with the representations and warranties referred to in Article 12.1 shall result as of right in the automatic and immediate termination of the Contract from the date on which ROL sends the registered letter with acknowledgement of receipt notifying it of said termination.

#### 15.1.3 Specific effects of termination of contract

In any event, and regardless of when it occurs, the termination of the Contract shall not affect ROL's right (i) to retain the sums received in return for the Services performed, (ii) to collect the sums owed in return for the Services performed, (iii) to collect or retain the charges for the provision of the Software for the entire duration of the commitment initially set out in the Contract, and (iv) to request compensation for its losses.

### 15.2 General effects of the end of the Contract

Upon the termination of the Contract for any reason whatsoever:

- the Client agrees to cease any access to the Software and shall ensure that all Users comply with this obligation
- the Client alone is responsible for exporting content it is authorised to extract using the functionalities provided for this purpose by the Software, an additional charge being made for any request made to ROL for this purpose
- the obligations stipulated in Articles 8, 9, 10, 11, 13, 16, 18, and 19 shall continue.

## 16. PROOF

**16.1** Data, information or documents exchanged on any electronic media via the ROL information systems, including the dates of receipt or issue, shall be deemed:

- honest and able to be used as documentary proof, including in legal proceedings
- to have the same probative value as that granted to an original written paper document, signed by hand.

**16.2** The above data shall be prioritised as proof, unless the Client provides written proof to the contrary.

## **17. ASSIGNMENT AND SUBCONTRACTING**

### **17.1 Assignment**

**17.1.1** The Client shall not assign or transfer all or part of the Contract to any third party whatsoever and for any reason without ROL's prior written consent.

**17.1.2** ROL may freely assign or transfer the Contract to any third party.

### **17.2 Outsourcing**

**17.2.1** Subject to the provisions of the Personal Data Appendix, ROL is authorised to entrust the performance of all or part of the Services to external suppliers.

**17.2.2** ROL shall remain solely responsible, with regard to the Client, for performing the obligations for which it is responsible under the Contract.

## **18. WAIVER**

The Client irrevocably waives any request, claim, right or action against ROL for breach of the Contract if it has not made or claimed it within twelve (12) months of the breach in question, and thereby irrevocably waives any action against ROL and any company in the group to which it belongs before any court beyond this period.

## **19. DISPUTES**

### **19.1 Conciliation**

**19.1.1** In the event of difficulty in performing the Contract, each Party is required, prior to bringing the matter before the competent court, to appoint a person representing its General Management. The persons thus appointed shall meet within fifteen (15) days of receipt of the registered letter with acknowledgement of receipt requesting that a conciliation meeting be held. The meeting's agenda shall be set by the Party instigating said request, and a report of the meeting shall be jointly approved by the Parties.

**19.1.2** The conciliation procedure shall not exceed sixty (60) days from the first conciliation meeting, unless expressly agreed by the Parties.

**19.1.3** Decisions made by mutual agreement in the conciliation procedure shall be binding.

**19.1.4** The Parties are not required to apply the conciliation procedure prior to the implementation of emergency or preventive proceedings, or summary or ex-parte proceedings.

### **19.2 Litigation**

**THE CONTRACT IS SUBJECT TO FRENCH LAW.**

**EXPRESS JURISDICTION IS CONFERRED ON THE COMMERCIAL COURT OF NANTERRE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY CLAIMS, EVEN FOR EMERGENCY PROCEEDINGS OR PROTECTIVE PROCEEDINGS.**

## APPENDIX: PERSONAL DATA

Where processing Personal Data, the Parties to the Master Agreement and/or the Agreement shall always process such data in compliance with all laws and regulations relating to their processing of personal data under the Master Agreement and/or the Agreement and respectively applicable to the Parties, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR") and other laws and regulations of the European Union, the European Economic Area (the "EEA") and their Member States, and of the United Kingdom relating to the processing of personal data and privacy (together the "Data Protection Laws").

### **1.1. Processing operations carried out by ROL as controller for the purposes of managing the Master Agreement or the Agreement**

The Personal Data concerning the representatives and employees of the Client and where applicable and to the extent required, of the Beneficiary(ies) involved in the conclusion and execution of the Master Agreement or the Agreement is processed by ROL as data controller and intended for the latter for the sole purpose of executing the Master Agreement or the Agreement (invoicing, notifications, archiving, etc.). Such data is kept in France for the duration of the Master Agreement or the Agreement plus the applicable legal retention periods. Data subjects may exercise their rights with regard to the above processing operations at the following address: [dpo@infopro-digital.com](mailto:dpo@infopro-digital.com).

### **1.2. Processing operations carried out by ROL as a processor in the context of the performance of the Services**

As part of the Services, ROL processes Personal Data on behalf of the Client and where applicable, of the Beneficiaries, the Client and the Beneficiaries acting in a capacity of data controller. The Client warrants in this respect that it has obtained from the Beneficiaries any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this Schedule, including, where applicable approval to use ROL as a processor and to act, vis-à-vis ROL, as a single point of contact on behalf of the Beneficiaries. Consequently, any instructions or notice provided by the Client are deemed provided on behalf of all data controllers and where ROL informs or gives notice to the Client under this Schedule, such information or notice is deemed received by all these controllers, the Client being responsible for sharing such information and notices with all relevant controllers. The characteristics of these processing operations are as follows:

**DESCRIPTION OF THE PROCESSING OPERATIONS**

Purpose	Data subjects	Data concerned	Nature of processing	Retention periods
PROVISION OF THE SOLUTION	Users	Last name, first name, business email, password hash (unless SSO), IP address	Collection from the Client, storage, transmission to service provider in charge of opening accounts, anonymisation (if departure/request)	Five (5) years from the end of the Contract
COMMUNICATIONS SENT VIA THE SOLUTION BY USERS	Users, employees of the Client	Last name, first name, business email	Collection, storage, routing of communication, deletion	
NEWSLETTERS SENT BY ROL TO USERS				
MANAGEMENT AND MONITORING OF ACCIDENTS IN THE WORKPLACE (underlying purpose: listing, declaration, statistics for prevention)	External employees of the Client	Last name, first name, date of birth, nationality, address, professional data, health data relating to the accident	Collection, storage, anonymisation on request	No storage, no retention
	Employees or external employees of the Client	Social security number	Communication to administrative authorities only	
PROVISION OF TUTORIALS	Users	User IP address, navigation, history of use of tutorials	Collection Storage Erasure	Five (5) years from the end of the Contract
TECHNICAL SUPPORT	Users	Last name, first name, business email, login, IP	Collection Storage Erasure	

As part of the above processing operations, the Client may send ROL the methods for obtaining consent or information that the Client wishes to be sent to the data subjects. Where applicable, the Client is solely responsible for the lawfulness of the information concerned and will indemnify ROL against any third-party claims or competent authorities in this respect. In the absence of a specific request from the Client, ROL will apply its usual information.

▪ **OBLIGATIONS OF ROL**

ROL undertakes to:

- implement measures to provide a level of protection appropriate to the risk in terms of confidentiality, integrity, availability and resilience of systems in order to prevent the Personal Data processed from being falsified, damaged, or communicated to unauthorised third parties,
- provide all supporting documents attesting to the implementation of the required technical and organisational measures.

ROL has designated a Data Protection Officer ([dpo@infopro-digital.com](mailto:dpo@infopro-digital.com)). His/her current contact details can be found in the Infopro Digital® Group's [Person Data Charter](#).

ROL processes on behalf of the Client and the Beneficiaries only such Personal Data as is necessary for the purposes set out above and only on the documented and written instruction of the Client (as understood from this Schedule), including with respect to transfers to ROL's sub-processors based in any third country outside the European Economic Area and the United Kingdom, unless ROL is obliged to do so under Applicable Laws in the European Union or in the United Kingdom, in which case ROL will inform the Client of such obligation in advance, unless the Applicable Law prohibits such information for important reasons of public interest.

ROL ensures that the persons authorised to process Personal Data (employees and service providers) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.



ROL informs the Client if an instruction seems to it to constitute a breach of Data Protection Laws or other applicable provisions, and reserves the right if necessary not to carry out said instruction without that being able to call into question its liability on such account.

ROL keeps a register of the processing operations carried out on behalf of the Client and where applicable, the Beneficiaries, in accordance with Data Protection Laws.

Once the above purposes have been completed, and unless required by Applicable Law to store the Personal Data ROL may, at the Client's discretion:

- keep the Personal Data subject to the processing operations carried out on the Client's instructions for the period indicated in the table above and then delete it, or,
- at any time upon the express request of the Client, delete the Personal Data, with or without prior return of the same, at the discretion of the Client.

The Client acknowledges and agrees that ROL shall have no liability for any losses incurred by Customer arising from or in connection with ROL's inability to perform the Services as a result of ROL complying with a request to delete or return personal data made by the Client.

#### ▪ **OBLIGATIONS OF THE CLIENT**

With regard to the Personal Data provided to ROL by the Client and where applicable, the Beneficiaries, for the purpose of executing the Master Agreement or the Agreement, the Client represents and warrants that the collection of said Personal Data, its transmission to ROL, the information given to the data subjects and, more generally, the processing operations carried out by the Client and the Beneficiaries with regard to such Personal Data, have been carried out in accordance with the Data Protection Laws.

For the duration of the Agreement, the Client undertakes – for the part that concerns it and the Beneficiaries – to take all appropriate measures to guarantee the confidentiality and integrity of the Personal Data processed and, in particular, to prevent it from being falsified, damaged, or communicated to unauthorised third parties. In particular, the Client undertakes to:

- assess (in the context of its obligations under Data Protection Laws) and agree the appropriateness of the level of measures implemented by ROL to provide a level of protection appropriate to the risk in terms of confidentiality, integrity, availability and resilience of systems in order to prevent the Personal Data processed from being falsified, damaged, or communicated to unauthorised third parties,
- limit access to the Solution to authorized Users only,
- define a policy on the management and security of Users' workstations (passwords, antivirus, etc.) and ensure its implementation,
- define a policy for managing security incidents and Personal Data breaches and ensure its implementation.

**If the Client has designated a Data Protection Officer, complete his/her contact details:**

- last name and first name:
- email:
- phone:

**If the Client is not required to designate a Data Protection Officer, complete the contact details of the person responsible for personal data:**

- last name and first name:
- email:
- phone:

**If the Client is established outside the EU and has designated a Representative in accordance with Article 27(1) GDPR, complete his/her contact details:**

- last name and first name:
- email:
- phone:

ROL must be informed immediately of any change of designation of the above-mentioned persons.

#### ▪ **SUBCONTRACTING**

ROL is generally allowed to use one or more third party processors and (i) ensures that said third party processors perform all the obligations of this Schedule in the same way, (ii) remains liable to the Client for the non-performance of said third party processors, and (iii) informs the Client of any change concerning the addition/replacement of any third party processors in order to enable the Client to object to such changes, which are deemed to have been accepted in the absence of any duly reasoned objection within thirty (30) days of the information provided by ROL. In the event of a reasoned objection, the Parties will seek a negotiated outcome during this thirty (30) days period. Such discussions shall not affect ROL's right to use the new third party processor(s) or otherwise proceed with such change after the thirty (30) days period. Should the Parties fail to reach a satisfactory outcome,

either Party will be entitled to terminate the Master Agreement and/or the Agreement, which will be effective at the end of the thirty (30) day period, unless otherwise agreed in writing between the Parties.

In the context of the above processing operations, the Client is informed and accepts that ROL has recourse to the following sub-processors at the effective date of the Master Agreement or the Agreement:

THIRD PARTY PROCESSOR	REGISTERED OFFICE	EU REPRESENTATIVES	SERVICE	PLACE OF PROCESSING	DPO	GUARANTEES
<b>ECRITEL</b>	84 rue Villeneuve, 92110 Clichy		Hosting	France	dpo@ecritel.net	DPA
<b>ETAI TUNISIA</b>	1 rue des Métiers, ZI Charguia II, 2035 Tunis Carthage	(Subsidiary of the Infopro Digital® Group in the same way as ROL)	First level support, account opening, sending newsletters	Tunisia	<a href="mailto:dpo@infopro-digital.com">dpo@infopro-digital.com</a>	DPA-CCT
<b>WALKME</b>	Walter Moses St. 1, Tel Aviv-Yafo, 6789903	VeraSafe Netherlands BV	Provision of tutorials	EU/USA	daniel.ch@walkme.com	DPA-CCT
<b>MAILJET</b>	13-13 bis, rue de l'Aubrac, 75009 Paris		Routing of emails	EU/USA	<a href="mailto:privacy@mailgun.com">privacy@mailgun.com</a>	DPA-CCT
<b>JIRA</b>	Atlassian Pty Ltd, 350 Bush Street, Floor 13, San Francisco CA 94104	Atlassian B.V.	Ticketing tool	EU/USA	<a href="mailto:privacy@atlassian.com">privacy@atlassian.com</a>	DPA-CCT
<b>ZENDESK</b>	989 Market Street, San Francisco CA 94103	ZENDESK UK Limited	Ticketing tool	EU/USA	<a href="mailto:privacy@zendesk.com">privacy@zendesk.com</a> <a href="mailto:euprivacy@zendesk.com">euprivacy@zendesk.com</a>	DPA-CCT

#### ▪ DATA TRANSFERS

ROL may process Personal Data, including by using third party processors, in accordance with this Schedule outside the country in which the Data Controller is located as permitted under Data Protection Law.

Where ROL transfers Personal Data to sub-processors located in a country not recognized by the European Commission or the United Kingdom as providing an adequate level of protection for personal data ("Third Country"), said transfer shall be covered by a framework recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including but not limited to (each a "Data Transfer Mechanism"):

- the Standard Contractual Clauses that have been adopted by the European Commission decision of 4 June 2021 and published under document number C(2021) 3972, a copy of which can be accessed at [1 en annexe acte autonome cp part1 v5 0.pdf \(europa.eu\)](#) (the "EU Standard Contractual Clauses");
- binding corporate rules;
- or any other mechanism recognized as equivalent to these by applicable Data Protection Laws.

When ROL elects to apply the Standard Contractual Clauses:

- ROL, in its capacity of Data Exporter, has entered into the EU Standard Contractual Clauses Module 3 with each sub-processor located in a Third Country (the "Data Importer"), as supplemented by the International Data Transfer Agreement where the transfer of Personal Data to the relevant Data Importer is subject to the UK GDPR;
- they shall constitute a separate agreement between ROL and each Data Importer;
- if the processing under the EU Standard Contractual Clauses can subsequently be performed under an alternative Data Transfer Mechanism, then ROL may at its discretion elect to apply this alternative Data Transfer Mechanism in respect of such processing.
- it shall ensure that any onward transfer of Personal Data originally transferred pursuant to the Master Agreement or the Agreement shall be made in compliance with the requirements of the EU Standard Contractual Clauses, International Data Transfer Agreement and this Schedule, being specified that in the event of conflict between this Schedule and the provisions of the EU Standard Contractual Clauses, the latter shall prevail.

#### ▪ AUDITING COMPLIANCE WITH LEGISLATION

ROL will make available to the Client and where applicable, the Beneficiaries, all the information necessary to provide proof of its compliance with the obligations set out in this Schedule and to enable audits to be carried out.

These audits are carried out within the limit of one (1) one-day audit per calendar year per Agreement, regardless of the number of Orders placed. The audit may not affect the smooth running of ROL's business.

In the case of an external audit, the auditor may not be a competitor, a company directly or indirectly owned by a group competing with ROL or a partner of a competitor of ROL. A *company competing with ROL* is understood to be any company offering content, software or consulting related to compliance, environmental, health and safety risk management.

The Client will notify ROL in writing at least thirty (30) working days before the planned visit and inform ROL of the precise scope of the audit. ROL may propose another date to the Client without such date being more than fifteen (15) working days away from the date proposed by the Client, except during the period when the ROL sites are closed, in which case this period may be extended.

The Parties and the external auditor will in any event sign a confidentiality agreement guaranteeing the confidentiality of the audit and of the information exchanged during it.

At the end of the audit, an audit pre-report is communicated on a strictly confidential basis and simultaneously to the Parties. The Parties may make remarks and reservations within five (5) working days. Once the remarks and reservations have been transmitted, the auditor decides on the terms of the audit report, on the understanding that all the remarks and reservations exchanged are included in the Schedule, even if they have not been retained in the final version of the report. This report sets out all the conclusions presented and validated by the Parties, as well as the action plans to be undertaken for joint validation by the Parties. They are only enforceable against ROL insofar as the conclusions of the report show proven non-compliance with legal obligations and are recognised as such by the latter. Corrective actions accepted by ROL must be carried out in accordance with a mutually agreed timetable.

#### ▪ COOPERATION OF THE PARTIES

ROL will assist the Client and where applicable the Beneficiaries (i) to the fullest extent possible in fulfilling its obligation to respond to complaints or requests from data subjects exercising their rights under Data Protection Laws and (ii) in ensuring compliance with obligations relating to Personal Data security, Personal Data breach notification requirements, and Impact Assessments.

In the event of a Personal Data breach, ROL reports the incident as soon as possible and no later than two (2) working days after becoming aware of it and then provides the Client with all the information enabling it and the Beneficiaries to comply with its/their obligations to notify, where applicable, the competent authority and/or the data subjects. Any unsuccessful attempt to breach Personal Data is not subject to this provision. Any unsuccessful attempt to breach Personal Data is an attempt that does not result in unauthorised access to the Client's Personal Data.

If the Client or a Beneficiary is the subject of an investigation by a data protection authority or any other competent authority, ROL undertakes to do everything possible to assist the Client or the relevant Beneficiary insofar as the investigation or the action taken relates to the use of the Solution. Nevertheless, ROL does not assume any liability in cases where a claim by any authority or third party results from:

- use by the Client or the Beneficiary of all or part of the Personal Data referred to above for a purpose other than that declared by the Client,
- any processing carried out in good faith by ROL on the instruction of the Client and for which ROL would not have had the means to determine the illicit character.

<b>For RED ON LINE</b>	<b>CLIENT NAME:</b>
	<b>Intracommunity VAT:</b>
	<b>Trade and Companies Register and place of registration:</b>
	<b>Registered Office:</b>
	<b>On behalf of the Client:</b> <b>First name and surname:</b> <b>Position:</b> <b>Date, signature and company stamp:</b>