

RED ON LINE®
GENERAL TERMS AND CONDITIONS OF SALE
JANUARY 2020

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/> and <https://www.foodsafetycompliance.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 include:

- software module configuration
- the integration of Client data into the Software
- the creation of Regulatory 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. 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 on-Site 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 on-Site services

The Client may cancel or postpone the on-Site services planned with ROL. If the cancellation or request for postponement occurs less than fifteen (15) days before the date of the on-Site service, 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

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:

- Module configurations
- Regulatory Reference Material
- Audit reports
- Regulatory watch bulletins.

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* and *FOOD SAFETY 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: The Client's site 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.

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 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

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, 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 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 at actual cost based on receipts.

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.

9.2 Payment terms

9.2.1 Recurring Services

Unless otherwise agreed, the Software access licences and subscriptions to recurring Services shall be invoiced annually, in advance, on the date they are ordered.

9.2.2 Non-Recurring Services

Non-recurring Services are invoiced when they are completed on the basis of the daily rate agreed in the Commercial Proposal.

9.2.3 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.

9.2.4 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.

9.2.5 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. However, this provision is based on official publications and compilations of private data deemed reliable. Therefore, 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 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 best-efforts obligations 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

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

19.2.1 The Contract is subject to French law.

19.2.2 Express jurisdiction shall be awarded to the Commercial Court of Nanterre, notwithstanding multiple defendants or an action to enforce a guarantee, even for emergency or preventive proceedings.

APPENDIX: PERSONAL DATA

1. DESCRIPTION OF PROCESSING OPERATIONS

	Data subjects	Data concerned	Legal basis	Retention periods	Transfers outside Europe
	DATA CONTROLLER: THE CLIENT	SOFTWARE ACCESS CONTROL			
Users		First name, surname, professional e-mail address, password	Performance of the Contract	At the Client's request, failing which six years from the end of the Contract	Yes - Application of the <i>European Commission's</i> standard contractual clauses
SENDING COMMUNICATIONS TO THE CLIENT'S EMPLOYEES VIA THE SOFTWARE					
Client's employees		First name, surname, professional e-mail address	Performance of the Contract	Not retained	Yes - Application of the <i>European Commission's</i> standard contractual clauses
SENDING COMMUNICATION TO PERSONS WHO ARE NOT THE CLIENT'S EMPLOYEES VIA THE SOFTWARE					
The Client's external collaborators involved in its compliance management		First name, surname, professional e-mail address	Performance of the Contract	Not retained	No
MANAGEMENT AND MONITORING OF WORK ACCIDENTS (Sub-Purposes = Inventory, Reporting, Prevention Statistics)					
The Client's employees or external collaborators	First name, surname, date of birth, nationality, address, professional data, accident health data, social security number	Legal obligation	At the Client's request, failing which six years from the end of the Contract	Yes - Application of the <i>European Commission's</i> standard contractual clauses	

1. OBLIGATIONS OF ROL

- **DATA SECURITY**
ROL undertakes to:
 - implement measures allowing a level of protection appropriate to the risk of in terms of confidentiality, integrity, availability and resilience of systems in order to prevent the personal data processed from being distorted, damaged or disclosed to unauthorised third parties
 - provide all documentary evidence of the implementation of the required technical and organisational measures.
- **REPRESENTATION**
ROL has appointed a *Data Protection Officer* (dpo@infopro-digital.com). His/her up-to-date contact information is available on the *Personal Data Charter* of the *Infopro Digital*® group.
- **PERFORMANCE OF THE CONTRACT**
ROL entrusts the data processing to employees who are subject to a confidentiality obligation and who have the required knowledge regarding personal data protection.
ROL and any person acting under its authority shall perform the processing upon written instruction from the Client or if required by applicable law. If ROL considers that an instruction is contrary to applicable law, it shall notify the Client and shall then be authorised to suspend its performance until the Client confirms or changes it. ROL cannot be held liable if it refuses to carry out an instruction which it considers to be unlawful in accordance with Article 28 of the GDPR.
ROL maintains a register of processing operations carried out on behalf of the Client.

2. OBLIGATIONS OF THE CLIENT

- **DATA SECURITY**
During the term of the Contract, the Client – for its part – undertakes to take all appropriate measures to guarantee the confidentiality and integrity of the personal data processed and, in particular, to prevent them from being distorted, damaged or disclosed to unauthorised third parties. The Client expressly undertakes to:
 - limit access to (i) the Software only to Users for whom this is justified in light of their duties and (ii) the only data they need
 - define a policy on the management and security of User workstations (passwords, antivirus, etc.) and ensure it is implemented
 - define a policy for managing security incidents and personal data breaches and ensure it is implemented.
- **REPRESENTATION**
 - **If the Client has appointed a *Data Protection Officer*, fill in his/her contact details:**
First name and surname: E-mail: Tel.:
ROL must be immediately informed of any change of *Data Protection Officer*.
 - **If the Client is not required to appoint a *Data Protection Officer*, fill in the contact details of the person in charge of personal data:**
First name and surname: Email: Tel.:
 - **If the Client is established outside the EU and has appointed a Representative in accordance with Article 27 paragraph 1 of the GDPR, fill in his/her contact details:**
First name and surname: Email: Tel.:
- **PERFORMANCE OF THE CONTRACT**
The Client shall send ROL all of the instructions relating to the processing carried out on its behalf under the Contract and the Client shall confirm them in writing if necessary.
The Client is solely responsible for providing full information on the data subjects, in compliance with applicable regulations and in particular:
 - the terms of use of the Software
 - processed data, purposes pursued and retention periods applicable to the processing carried out via the Software
 - the existence of their rights and the terms and conditions of exercising them.
 The Client shall keep a register of the processing operations in accordance with current legislation.

3. OUTSOURCING

The subcontractors below are accepted by the Client:

- Hosting: ECRITEL ,1 rue Mozart, 92110 Clichy
Outsourcing is carried out in the framework of a written judicial document in accordance with applicable regulations. More information on how personal data are processed by this subcontractor can be found [here](#).
- Updating of the Software content:
ETAI Tunisie, 1, rue des Métiers, ZI Charguia II, 2035 Tunis Carthage
This subcontractor is a subsidiary of the *Infopro Digital Group* on the same basis as ROL and its activities on behalf of ROL are governed by the *European Commission's* standard contractual clauses.
- Routing of communications carried out via the Software:
MAILJET, 13-13 bis rue de l'Aubrac, 75012 Paris
Outsourcing is carried out in the framework of a written judicial document in accordance with applicable regulations. More information on how personal data are processed by this subcontractor can be found [here](#).

With regard to transfers outside the European Union, ROL shall provide all appropriate information and provide all necessary assistance to enable the Client to fulfil its obligations as Data Controller.

ROL is generally authorised to use third-party subcontractors and shall inform the Client if there is a change of subcontractor/a new subcontractor.

ROL shall ensure that subcontractors take the appropriate measures to ensure the protection and security of the data processed, shall pass on its own obligations under the Contract to subcontractors and is responsible for their actions vis-à-vis the Client.

4. MONITORING COMPLIANCE WITH LEGISLATION

The Client may carry out an audit at its own expense in order to verify ROL's compliance with the legislation applicable to the personal data processing operations under the Contract. The audit may not affect the smooth running of ROL's business.

The Client shall notify ROL in writing at least 15 (fifteen) working days before the planned visit date and shall inform ROL of the specific scope of the audit. ROL may propose another date to the Client which cannot be more than 15 (fifteen) working days from the date proposed by the Client, except for ROL site closure periods, in which case this deadline may be extended.

In the event of an external audit, the auditor may not be a competitor, a company directly or indirectly belonging to a group competing with ROL, or a partner of a competitor of ROL. In any event, the Parties and the external auditor shall sign a confidentiality agreement guaranteeing the confidentiality of the audit and the information exchanged on that occasion.

At the end of the audit, a preliminary audit report is communicated simultaneously to the Parties on a strictly confidential basis. The Parties may issue comments and reservations within 5 (five) working days. After the comments and reservations have been transmitted, the auditor shall approve the terms of the audit report, and all of the comments and reservations exchanged shall be reproduced in an appendix, even if they were not included in the final version of said report. The report shall set out all of the conclusions presented and duly approved by the Parties, as well as the action plans to be undertaken for approval by the Parties. They shall only be enforceable vis-à-vis ROL if the report conclusions contain proven breaches of its legal obligations that ROL acknowledges as such. The corrective action accepted by ROL shall be taken according to a mutually agreed schedule.

5. THE PARTIES' COLLABORATION

ROL shall assist the Client (i) to the greatest possible extent in fulfilling its obligation to respond to requests from data subjects exercising their rights and (ii) ensuring compliance with obligations relating to the security of personal data, data breach notification requirements and Impact Analysis.

In the event of a data breach, ROL shall report the incident as soon as possible and within two (2) working days after becoming aware of it. ROL shall then provide the Client with all information enabling it to comply with its notification obligations with the competent authority.

If the Client is investigated by a data protection authority or by any other competent authority, ROL undertakes to do all it can to assist the Client to insofar as the investigation or action initiated relates to the use of the Software. However, ROL assumes no liability in cases where a claim issued by any authority or third party results from:

- the Client's use of all or part of the personal data referred to above for a purpose other than the one stated by the Client
- any processing undertaken in good faith by ROL on the Client's instructions and for which ROL did not have the means to determine its unlawfulness.

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