AGENTIL

APPLICATION AND SUPPORT TERMS

BUSINESS CLOUD SERVICES

BCS 4.0

STANDARD LEVEL OF SERVICE

AGENTIL ZURICH AG

VERSION
2023

Article 1 - Definitions

Affiliated Company: means any company which controls the Customer, is controlled by him, in particular because of a direct or indirect link of participation between each of them or through their shareholders, or any company which has a relationship with the Client, allowing a significant direct or indirect influence of one on the other;

BCS: refers to "Business Cloud Services" hosting;

Customer Data: means any content, document, data and information provided to AGENTIL or SAP by the Customer, the Affiliates or its Named Users in connection with the use of the Services;

Documentation: means SAP's then-current technical and functional documentation for the Services that is provided or made available to Customer with the Services;

Error: means a Service Outage or an Incident that occurs on the Service;

Incident: means any stoppage or degradation of the Services;

Interface: Refers to the function between two hardware and/or software and/or software allowing them to exchange information correctly by adopting common physical and/or logical rules;

Named Users: means the employees, agents, contractors, consultants, suppliers of Customer and its Affiliates and any other individuals authorized by Customer to use the Services operationally.

Peer-to-peer: File sharing software based on P2P or peer-to-peer (peer-to-peer) technology makes it possible to operate a computer network that uses the combined bandwidth of its users, allowing two devices to share data without intermediaries, which improves download speeds.

Prototype: Refers to the Software Package configured by AGENTIL;

SAP: means SAP Switzerland, the subsidiary company of SAP with which AGENTIL has concluded a resale contract (Partner Edge Channel VAR Contract). Also named Editor below;

Service(s): means the hosting services of the Solution in the BCS and associated services;

Service failure: means any malfunction of the Services;

Software: means (i) the SAP BUSINESS ONE Software as specified in the License Agreement, including executable programs and associated written materials, including Documentation developed by or for SAP, excluding the Bases Third-Party Data (apart from SAP Business One tables), and delivered to the Customer under the Contract; (ii) any edition, version or update of the Software Package as provided for in the Contract and (iii) all or part of the copies or replacement products of the above elements. Software development tools are not part of the Software; these tools may be used by the Customer only under a separate right of use contract. To the extent stated in the Documentation, the Software may include the Implementation Version Software Development Kit.

Specific Developments: Refers to the software developments carried out specifically by AGENTIL for the Client;

Solution: Refers to a software package forming an inseparable and coherent whole composed of the Prototype, Specific Developments and Interfaces and in accordance with the Specifications;

Article 2 – Purpose and Scope

These conditions define the technical conditions under which AGENTIL undertakes to rent and store the Customer's "Cloud" Service on an infrastructure.

These conditions and the annexes (commercial offers) constitute the entire agreement between the parties and supersede any communication, representation or prior agreement, oral or written.

Article 3 – Conditions of engagement

3.1 – Duration

These conditions are consented for the duration mentioned in the attached commercial offers (the "Initial Period"), which runs from the signing of the commercial offer, the commitment will be tacitly renewed for successive periods of 1 (one) year. (hereinafter "Renewal Period") under the conditions agreed in the commercial offer at the end of the Initial Period, unless terminated by the Customer, according to the conditions defined herein, or modification of the commercial offer indicated by AGENTIL to the Customer before the renewal date which would require the validation of new conditions by means of a new commercial offer.

3.2 – Pricing principle

The price corresponding to the provision of the Services is that indicated in the attached commercial offer, validated by the Customer. Any purchase of additional services and/or modification of the starting perimeter will be the subject of a new offer.

3.3 – Billing and payment conditions

Invoicing for the BCS service starts on the date the SAP Business One environment is made available to the Customer, it is not linked to the production start date. This is billable on a pro rata basis the first year for the current quarter, then quarterly at the start of the quarter.

The applicable method of payment is that validated in the attached commercial offers.

3.4 – Price Revision

AGENTIL reserves the right to increase the price once a year, it will notify the Customer in writing of this modification respecting an initial notice of sixty (60) days and will confirm the final percentage increase applicable to the minimum thirty (30) days before the effective date of the increase. This change will come into effect from the next Annual Service Renewal Period or annually at the beginning of the year.

The applicable increase will be at least based on the consumer price index (CPI) according to the formula described below or a higher percentage based on all the increase costs of our various suppliers and the costs of the market :

Calculation if application of the minimum CPI index:

Indexed amount (final) = Initial amount x Final index / Initial index

In which :

- Indexed amount = fee after revision;

- Initial amount = initial fee;

- Final index = the most recent CPI index on the revision date;

- Initial index = CPI index known on the initial billing date (for additional licenses, the last CPI index known on the billing date of the additional licenses will be used).

Calculation if increase via a percentage set according to an average of supplier increase guidelines and market costs above the CPI index:

Indexed amount (final) = Initial amount x Percentage

In which :

- Indexed amount = fee after revision;

- Initial amount = initial fee;

- Percentage = percentage of increase defined on an average of the costs of increase of the suppliers and costs of the market.

Any delay in the payments authorizes AGENTIL to suspend its Services and obligations ten days after the sending of a reminder letter, except in the event of dispute of the invoices concerned by the Customer.

3.5 - Termination / Non-renewal

3.5.1 – BCS Service Termination

The Client may also terminate at the end of the initial commitment period, by written notification sent by registered mail with acknowledgment of receipt to AGENTIL, within 4 months before the end date of the commitment. In this case, the Client undertakes to pay the outstanding balance of all BCS services until the end of the Initial Period or Renewal Period concerned.

Return of data / Sending a copy of the data as a backup:

The Customer must inform AGENTIL at least 1 month before the effective date of termination if he wishes to send a copy of the backup data of his environments.

Deletion of data following termination:

AGENTIL will keep a copy of the Customer's backup data for the 2 weeks following the effective termination date, then all of the customer's data present on the BCS will be irrevocably deleted 2 weeks after this effective termination date, no compensation or damage will be may be requested by the customer if the latter has not expressed his desire to have a backup copy of the data within the time limits set out above or if the latter has lost the data provided by AGENTIL at the time of termination.

3.5.2 Termination for non-compliance with obligations

In the event of a breach by one of the Parties of its obligations under the present, the other Party may, after formal notice to repair the breach notified by registered letter with acknowledgment of receipt which has remained ineffective for fifteen (15) working days pronounce the termination of the support service to the wrongs of the other Party, by registered letter. Only Support services are affected, Maintenance services cannot be terminated other than through the standard termination process mentioned above.

3.6 - Change/replacement or discontinuation of a product

In the event that a publisher or supplier of solution(s) integrated into BCS informs AGENTIL of the change/replacement or discontinuation of a product, AGENTIL will find an equivalent replacement solution offering the same functionalities as far as possible. . If this replacement requires a change with the Client of any nature whatsoever, AGENTIL will inform the Client of this as soon as possible, explaining to him the operation and the changes involved and will propose, if the situation requires it, a replacement solution to the Client allowing to ensure the service provided by the BCS. AGENTIL cannot be held responsible for any inconvenience or consequences of any nature whatsoever of a change/replacement or discontinuation of the marketing of a product which does not result from its will but from that of the publishers and/or solution providers, insofar as where AGENTIL will have deployed all the efforts necessary for the continuity of the existing service or failing that will have proposed one or more replacement solutions adapted to the customer, even in the event that the customer refuses the proposed solution, he will be free in this case to request the termination according to the conditions mentioned herein.

3.7 – Change of Datacenter

In the event that AGENTIL should change its Datacenter service provider, all the customers concerned will be informed in advance of the new service provider chosen, the reasons related to this change, the effective date of the change, the conditions under which the change will take place and the support provided by AGENTIL as well as the new accommodation conditions applicable following the change.

Article 4 - Description of the Cloud Service

4.1 Description and scope of service

The "Cloud" Service is a service intended for Professionals, and allows the Customer to have available and secure hosting and a choice of managed applications.

The Service is based on the functionalities developed by integrated solutions from AGENTIL or its partners.

As part of the Service, AGENTIL is the IP address resource manager. It is up to him to manage them correctly to guarantee the proper functioning of his Service. It is responsible for assigning an IP address for each of its Virtual Machines.

The input and output bandwidth of the "Cloud" Space is not limited, all of our BCS customers share the total bandwidth.

Internet access is not allowed by default from BCS. When a customer requests it, he will have to transmit the necessary information such as IP addresses, etc. to which it intends to connect.

1) We ask for the IP addresses or URLs clients intend to connect to if they need HTTP(s) access

2) When access is not http, e.g. smtp/email, we just allow all email to all destinations

3) When the client needs ftp, we ask the ftp destination.

4) When there is a custom service they need to connect to, we restrict the destination or port number and configure only that one.

5) When a client wants all http and can't set any designations, we have no choice but to allow it but that's rare

AGENTIL does not monitor connections and when using citrix there is no risk of the client using too much bandwidth. Where the traffic is for something else allowed, again we don't monitor bandwidth as there is no way for us to know how much data should be used: for example the customer is transferring data from partners sales to SAP.

4.2 - Scope of Services

The Service covers:

- Remote access to the Solution through a centralized infrastructure located in a Datacenter chosen by AGENTIL based in Switzerland (Geneva),

- Storage of the HANA database,

- Rolling 7-day backup for files,

- Capacity to use the Service determined according to the number and type of Named Users of the Solution,

Additional options (not included) possible and proposed to the Customer:

- Provision of Office Standard license for users;

- Provision of Cisco DUO (Multi-Factor Authentication) license for users;

- Provision of License Keeper (safe password) for users;

- Provision of an outsourced backup space Baas (Backup As A Service);

- Provision of a DraaS service (Disaster Recovery As A Service);

The Service does not cover:

- The provision of the internet connection necessary for the proper functioning of the Services;

- Incidents related to malicious software or people that do not depend on AGENTIL;

- Incidents related to the Client's workstations;

- Services provided by a third party company.

You will find all the additional information about our Datacenter on our website www.agentil.com.

Article 5 - Description of the Support Service

The following article describes the conditions for the provision of the Services by AGENTIL for the benefit of the Client, and the availability of the Services, the measures to be taken in the event of service breakdowns and the corresponding reaction and repair times.

The availability commitment for the Services is 99.96% during working days.

AGENTIL may, at any time, modify, update or supplement this document. Such modifications are communicated in writing (email or letter) to the Client. The Customer has the right to oppose the modifications communicated to him. If the Customer does not object to all or some of the changes communicated within four (4) weeks of receipt of the notification (hereinafter referred to as the "dispute period"), the changes communicated are considered to be recognized. and accepted by the Client. If the Client opposes the changes communicated within the dispute period, AGENTIL offers conciliation. If no agreement is reached, the Services continue under the initial conditions. The Client may send AGENTIL any dispute, notification or various indications from the Client.

5.1 – Support levels

All levels of support are supported: Level 1, 2 and 3 incidents.

Level 1 :   In general, a "level 1" Incident is resolved quickly (often during the first call). It corresponds to a simple problem, easily identifiable, or whose solution is already in the knowledge base. A level 1 Incident corresponds to a class 4 Error.

Level 2 :   "Level 2" refers to a more complex Incident that often requires the problem to be reproduced on a server in our lab. If the information in the possession of the support engineer is not sufficient, the latter will communicate the missing elements by email or via our Web interface. A level 2 incident corresponds to a class 2 and 3 error.

Level 3 :   If the problem is not resolved, the Incident will be classified as "level 3". A "debug" procedure will be implemented and may eventually result in a major update patch. This level involves establishing a precise diagnosis of the problem submitted by reproducing the incident on an environment functionally equivalent to that on which the malfunction was observed. A Level 3 Incident corresponds to a Class 1 Error.

When a patch cannot be made available to the Customer within an acceptable timeframe, given production constraints, AGENTIL undertakes to implement as quickly as possible the means to restart the Services, in the form of a bypass.

5.2 – Repair time and and error classes

AGENTIL undertakes to repair any Service Breakdown as soon as possible, in accordance with the protocol according to the table below:

Errorr Class	Type of Error	Description	Commitments
1	Critical Error	Critical service failure, causing a total interruption of the Services.	95% of all reported faults are eliminated within four hours during Support/Maintenance hours AGENTIL
2	Important Error	Significant service failure, causing an interruption of the Services or causing significant impacts on the Customer's Services.	85% of all reported faults are eliminated within eight hours during opening hours.
3	Moderately Severe Error	Standard service failure having no impact or derisory on the services.	75% of all reported faults are eliminated within two days opening hours.
4	Lightweight Error	Requests for information associated with the Services.	65% of all reported faults are eliminated within five days during Business hours.

Article 6 – Description of maintenance services

6.1 Maintenances description

Technical and application maintenance: A maintenance period each week between Friday 6 p.m. and Sunday 10 p.m.

In the context of exceptional maintenance requested by the Customer or by the Customer's external service providers, the maintenance window will be negotiated between the Customer and these external service providers.

Each scheduled maintenance that results in an interruption of the Services for more than five minutes is communicated to the Customer by e-mail with the following information at least 48 hours before the scheduled maintenance:

1) Time of maintenance;

2) Expected duration of the interruption;

3) Expected degree of disruption severity.

6.2 Modality of information on maintenance windows

- Maintenance without prior information: certain maintenance that does not affect services or access will be carried out automatically without prior information to customers.

- Maintenance with prior information: if the maintenance is likely to affect the service or access, prior information will be sent to users by email at least 24 hours before the intervention to inform them of the scheduled maintenance and related information, then a email will be sent to validate the end of the maintenance intervention.

Article 7 - Exclusions

Are excluded:

- The Service Breakdown which corresponds to the exceptional maintenance of the Services, provided for by AGENTIL and of which the Customer is informed according to the present conditions;

- Service failure due to a service that is not managed by AGENTIL or one of its subcontractors;

- The Service Outage which is explained exclusively by an error by the Named User or by the Client's management, not in accordance with the use which should have been made according to the advice and documentation provided by AGENTIL;

- Service failure that is intentionally caused by an action or omission of the Customer;

- The stoppage of the Services due to a computer attack on the Customer's hardware or software which is not provided by AGENTIL. In order to protect the Customer, AGENTIL will cut off access to the Services while finding out how to block attacks;

- In the event of force majeure preventing AGENTIL from supplying or performing its contractual obligations.

Article 8 - Reversibility clause

8.1 – Reversibility principle

Reversibility refers to the commitments made by AGENTIL to ensure the transmission of the information necessary for the resumption of services or their transmission to a third party as well as the transfer of assets which have been entrusted to AGENTIL or which have been produced on behalf of the client. As assets, and within the framework of SAP Business One, the complete and exhaustive database of the customer's SAP Business One environment will be saved and communicated to the customer for the transfer of its activity to another service provider or its re-internalization. The interfaces and related data are not concerned and must be the subject of a preliminary study in agreement with the customer.

AGENTIL undertakes to ensure reversibility in order to allow the Customer or any third party designated by him to resume without difficulty all or part of the provision of the Services, as defined jointly between the Parties and integrated within the Reversibility Plan.

8.2 - Reversibility Plan

The reversibility services will be described in a Reversibility Plan which will be drawn up and validated jointly by the Parties within a reasonable time following the Customer's request for transfer to another service provider.

Reversibility is not foreseeable in terms of its content, its volume and its complexity due to the evolution of the customer's environments, this Reversibility Plan will be updated if necessary between the time of its issue and timing of its application.

8.3 – Schedule and duration or reversibility services

The schedule and duration of the Reversibility services will be negotiated between the Parties and included in the Reversibility Plan. Reversibility services are provided by AGENTIL before the end of the commitment to the Client at his express request, which must be made at the time of termination or non-renewal.

In the event of termination for non-compliance with the obligations by one of the Parties, the Reversibility services are provided by AGENTIL to the Client at its express request within 4 months of the termination.

8.4 - Reversibility services costs

Fees and costs relating to Reversibility are supported by the customer in integrality, without prejudice to any damages and other penalties.

8.5 -Terms of execution of reversibility service

AGENTIL ensures until the end of the commitment and until the end of the Reversibility services, the continuity of the Services and the maintenance of the service levels in force herein, without minimizing its obligations and commitments made under the terms hereof. due to the notification of expiry or termination to AGENTIL or its termination, whatever the cause.

AGENTIL must in particular, in the context of Reversibility, allow the transfer to the Client or any third party designated by him for this purpose of the Client Data and information held by AGENTIL which would be necessary for the resumption of the Services referred to herein, in the form of a matrix in Excel format interoperable with the infrastructures of the Customer or the third-party service provider chosen by the Customer.

Article 9 - Means

As part of the provision of the "Cloud" Service, AGENTIL provides the Customer with a "Cloud" Space consisting of its Virtual Data Centers. Due to the highly technical nature of the Service, AGENTIL can only be subject to an obligation of means and not of results. The Client confirms having understood the operating principle of the Cloud Service offered by AGENTIL.

Article 10 - Obligations of AGENTIL

AGENTIL undertakes to take all the care and diligence necessary to provide a quality service in accordance with the practices of the profession and the state of the art.

AGENTIL undertakes to:

- Maintain the entire hosting infrastructure and application architectures in good working order. In the event of a failure, AGENTIL will inform the Customer upon notification of the failure and will inform the Customer of the monitoring of the processing of the failure until its complete resolution. AGENTIL undertakes to take the corrective measure as soon as possible, except for failure that is not its fault, or any other intervention that would require an interruption of the Service exceeding the usual replacement times. In the latter case, AGENTIL immediately informs the Customer of this, indicating the nature and duration of the intervention, in order to allow him to make his arrangements. AGENTIL undertakes to re-establish the connection as soon as the corrective interventions have been carried out.

- Intervene as soon as possible in the event of an incident not resulting from improper use of the Service by the Customer (only on request for intervention by the Customer, this service will be the subject of a separate offer).

- Ensure that the quality of its tools is maintained at the highest level in accordance with the rules and usage of its profession.

- In order to maintain the security level of the Client's server, AGENTIL undertakes to inform the Client of the availability and application of security updates on the services maintained by AGENTIL.

AGENTIL administers the Virtual Data Centers making up its "Cloud" Space. AGENTIL is responsible in particular for maintenance actions on the hosting and communication infrastructure as well as the application architecture and is responsible for the supply of energy as well as the Customer's network connection.

Article 11 – Responsabilities of AGENTIL

AGENTIL cannot be held liable in the event of:

- fault, negligence, omission or failure of the Client,
- non-compliance with the advice given,
- fault, negligence or omission of a third party over which AGENTIL has no power of supervisory control;
- force majeure, event or incident beyond the control of AGENTIL,
- termination of the Service for any reason referred to in the chapter OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER,
- unlawful disclosure or use of the password confidentially given to the Customer;
- deterioration of the application,
- improper use by the Client or its Clientele,
- partial or total destruction of information transmitted or stored as a result of errors attributable directly or indirectly to the Customer.
- Intervention by a third party not authorized by the Client.
- Non-compliance by the Client with its own legal obligations.

AGENTIL reserves the right to interrupt its services to the Client, if the Client's Service constitutes a danger for the maintenance of the security of AGENTIL's infrastructure, in particular in the event of hacking of the Client, the detection of a fault in the security of the system, or the abnormal use of the resources of the Infrastructure on which the Customer's "Cloud" Space is set up.

AGENTIL will inform the Client beforehand, within a reasonable time and as far as possible, indicating the nature and duration of the intervention, in order to allow him to make his arrangements. AGENTIL undertakes to re-establish the connection as soon as the corrective interventions have been carried out.

AGENTIL cannot be held responsible for the total or partial non-compliance with an obligation and/or failure of the network operators and in particular of its access provider(s).

AGENTIL cannot be held responsible for the content of the information, sound, text, images, form elements, data accessible on the applications and/or sites hosted on the Customer Service, transmitted or put online by the Customer and this in any capacity.

AGENTIL carries out all the specific backups of the Customer's data hosted on the "Cloud" Space. All data hosted locally on remote workstations is therefore excluded. It is therefore up to the Customer to take all necessary measures to safeguard this data in the event of loss or deterioration, whatever the cause, including those not expressly referred to herein. AGENTIL will not be held responsible for the consequences of this loss of data.

Confidentiality of Customer data. The data available in the BCS environment is confidential and AGENTIL undertakes not to disclose it. However, on judicial requisition or at the request of an administrative authority duly authorized by law and in particular the high authority for the protection of personal data AGENTIL will be obliged to provide the legal authorities with the desired information. Similarly, in the event of suspicion of intrusion into data processing present on AGENTIL's facilities, AGENTIL reserves the right to access the Customer's information for correction.

AGENTIL cannot be held responsible for the loss of data transmitted to the Customer following the termination of its commitment insofar as AGENTIL will have transmitted them to the customer before the complete shutdown of the environments or if the Customer has not claimed the return of its data within the time limits mentioned herein.

AGENTIL cannot be held responsible for the use made of the resources in IP addresses allocated or rented within the framework of the Service.

As part of the Support AGENTIL will inform the Customer as soon as possible if the malfunction is not related to the Services and will inform the Customer as soon as the Service failure has been eliminated.

AGENTIL reserves the right to exercise controls on the conformity of the use by the Customer of the Service at its disposal. AGENTIL reserves the right to suspend the Service without notice, in the event of non-compliance by the Customer with AGENTIL's special and general conditions and, in general, with all the laws and regulations in force, as well as the rights of third.

Article 12 - Obligations and Responsabilities of the customer

The Customer undertakes to have the power, authority and capacity necessary for the conclusion and performance of the obligations provided for herein.

The Client acts as an independent entity and therefore assumes the sole risk and peril of its activity. The Customer is solely responsible for the use of the services, applications, software and access hosted on the Service, the content of the information transmitted, disseminated or collected, their use and updating, as well as all files.

The Customer undertakes in particular to respect the rights of third parties, in particular the rights of personality, the intellectual property rights of third parties. Consequently, AGENTIL cannot be held responsible for the content of the information transmitted, disseminated or collected, for their use and updating, as well as for any files, for any reason whatsoever.

AGENTIL can only warn the Customer about the legal consequences that could result from illicit activities on the Service, and disclaim all joint and several liability. In the event of use of the Service by the customer for illicit purposes, AGENTIL will proceed without notice to the interruption of the Service and the termination of the present conditions.

The Customer also refrains from any activity of intrusion or attempted intrusion from the Service. The Customer shall remain liable for all sums invoiced for the use of the Service until the date of termination of his Service.

The Customer alone will bear the consequences of the malfunction of the Service resulting from any use by members of its staff or by any person to whom the Customer has provided his password(s). Similarly, the Customer alone bears the consequences of the loss of the aforementioned password(s).

In the event of detection by AGENTIL of a malicious act on the client's machine, AGENTIL will inform the Client by the means it deems appropriate, in which the necessary correction procedure will be indicated. The Customer must then knowingly order such a procedure from AGENTIL.

The Customer acknowledges having been informed by AGENTIL that the data stored on the users' local disk will not be automatically backed up. It is the Customer's responsibility to inform its users of this risk and the possible measures to eliminate it, in particular by using the backup systems offered by the Service.

Insofar as AGENTIL is likely to receive notifications regarding illicit use of the IP address assigned to the Client, these will be assessed according to the law applicable to the place of establishment of the Client, and AGENTIL may offer the Client a IP address corresponding to the place of establishment in which it is established.

The Customer is therefore required, when using an IP address corresponding to a specific place of establishment, to comply with all the laws and regulations of this place. In the event of receipt by AGENTIL of a notification stating that the Customer has violated the applicable law of the place of establishment corresponding to his IP address, the Customer must take all necessary measures to put an end to the violation noted. Otherwise, AGENTIL reserves the right to suspend the service.

The Customer is reminded that the intervention of AGENTIL within the framework of a commitment relating to a "Cloud" server concerns the installation and provision of a material infrastructure for hosting and communication, the installation and provision of software architecture and related management procedures as well as the contractual relationship with publishers. AGENTIL, on the other hand, does not assume any responsibility for the content of the applications or sites hosted, with the exception of backup actions.

The Customer acknowledges that, for security reasons, certain functionalities and protocols (such as IRC or peer-to-peer file exchange) may be subject to limitations from the Service.

The Customer undertakes to use the Service in accordance with the provisions of the software used in the Cloud environment and not to use the BCS solution other than for its use defined by AGENTIL in the context of these presents. Otherwise, AGENTIL reserves the right to suspend the Service without notice.

The Customer undertakes to use the Service, and in particular the network resources allocated to it, with good intelligence. In the event of abnormal use of the infrastructure resources generated by this Service, AGENTIL reserves the right to interrupt the service.

The Customer undertakes not to infringe the trademarks of AGENTIL or its partners. In the event that costs are incurred by AGENTIL or by its partners, AGENTIL will inform the Customer and provide him with the supporting documents and the corresponding invoice. Reimbursement of these sums will be requested from the Customer.

The Client undertakes as soon as it becomes aware of them, to report to AGENTIL all Service Outages or Errors identified by its Named Users as soon as possible so that AGENTIL can take charge of it within the framework of the Support. The Customer must, if it proves to be essential, provide reasonable, timely and necessary assistance when restoring the Services.

The Client undertakes to maintain an up-to-date level of security in its infrastructures and local workstations and to ensure compliance with the necessary IT security rules in order to avoid security breaches that may affect the AGENTIL service, for example passwords Named Users disseminated to third parties, or flaws in the compliance of workstations (each workstation must have anti-virus and security patches updated on a regular basis).

Article 13 - Confidentiality

Confidentiality of Customer data: The data available in the BCS environment is confidential and AGENTIL undertakes not to disclose it. However, on judicial requisition or at the request of an administrative authority duly authorized by law and in particular the high authority for the protection of personal data AGENTIL will be obliged to provide the legal authorities with the desired information. Similarly, in the event of suspicion of intrusion into data processing present on AGENTIL's facilities, AGENTIL reserves the right to access the Customer's information for correction.

Article 14 - Protection of personal data

Obligations of AGENTIL (Subcontractor) vis-à-vis the Client (Data Controller), with regard to the following regulations:

- LPD: Swiss Federal Law on Data Protection (LPD) of June 19, 1992
- RGPD: The new European Data Protection Regulation (RGPD) of May 25, 2018

relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").

You will find all the additional information on our website www.agentil.com.

Article 15 - Intervention of AGENTIL Group Companies

It is recalled that the company AGENTIL SA is part of the AGENTIL Group and as such, any of the companies of the group could be brought to intervene within the framework of the present, subject to having informed the Customer beforehand and except opposition of the from the latter within 48 hours.

Article 16 - Dispute

Any complaint must be made by registered mail.

In the event of difficulty in the interpretation and execution of these and their continuation, the Parties agree to meet, before any referral to the courts, in order to find an amicable outcome to the dispute. If within thirty (30) calendar days following the first notification referred to in the first paragraph of this article, the Parties have not reached an amicable agreement, each of them will recover the right to seize the competent courts. This dispute settlement procedure will be inapplicable in the event of an emergency, imminent damage, or clearly unlawful disturbance.

The applicable law is Swiss law.

The competent courts are those of the Canton of Zurich.