



# DEVISUBOX

## General Terms and Conditions of Sale of SAS Devisubox

Version 2.1.5 – November 10<sup>th</sup>, 2021

These general terms and conditions of sale (hereinafter the '**GTCS**'), together with the specific terms and conditions of sale, corresponding to the offer accepted by the customer (hereinafter the '**STCS**'), form a contractual whole, hereinafter referred to as the '**Contract**', as agreed between, on the one hand:

**Devisubox**, a simplified joint-stock company with a share capital of 100,263 euros, registered with the Marseille Trade and Companies Register under number 492 774 690, whose registered office is located at 41 rue Guibal, 13003 Marseille, France;

**And** on the other hand

The customer for the services offered by Devisubox, hereinafter referred to as the '**Customer**'

### **Preamble**

Devisubox designs, manufactures, and installs Boxes capable of capturing digital photographs or video streams on site. These Boxes trigger shots according to time slots that can be programmed remotely. Some of the photos are transmitted to Devisubox hosting servers, the other photos are stored locally on the Box's internal storage medium. Boxes can be installed, without cabling constraints, on construction masts or on the surrounding existing buildings. At the Customer's choice, the photographs are intended to be used for promotional, or technical monitoring and risk prevention assistance purposes, to the exclusion of surveillance or security purposes. Devisubox also provides software adaptation, multimedia integration, and audiovisual production services. In particular, they allow photographs or videos to be distributed on the Internet and on any digital media.

### **Article 1. Definitions**

**Additional Service:** Service not included in the STCS, but that Devisubox must perform and invoice taking into consideration specific rules described in the GTCS.

**Box:** Box of Devisubox capable of capturing digital photographs or video streams.

**Box Placement(s):** Location(s) and support(s) on which the Devisubox Box(es) is(are) attached.

**Data Controller:** the natural or legal person, public authority, department, or other body which, alone or in conjunction with others, determines the purposes and means of data processing.

**D-Rate:** amount invoiced for a day's intervention according to the STCS. This amount will include travel costs if the intervention takes place over a period of less than 48 hours on site.

**Devisubox Platform or Platform:** Devisubox online software suite and Customer data hosting servers.

**First-time installation date:** Contractual date of installation of the first Box at a Customer site.

**Local shooting:** photos or videos captured by the Box and stored thereon. These photos are not transmitted on the Platform. They are intended to be retrieved during an on-Site visit, for example at the end of the service.

**Personal Data:** any information relating to an identified or identifiable natural person (hereinafter referred to as '**Data Subject**'); an 'identifiable natural person' means a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more items of information specific to his or her physical, physiological, genetic, psychic, economic, cultural, or social identity.

**Processing:** any operation or set of operations, whether or not carried out by automated processes, applied to personal data or sets of personal data, such as collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, transmission, dissemination, or any other form of provision, reconciliation or interconnection, limitation, erasure, or destruction.

**Project:** Set of Services related to a Site.

**Service(s):** all the services provided by Devisubox as part of the services it offers to its customers.

**Site:** unit of location which is the subject of a Devisubox sale as contracted in the STCS, like for instance a construction site.

**Sub-contractor:** when this term is used in connection with personal data, it refers to the natural or legal person, public authority, department, or other body which processes personal data on behalf of the Data Controller.

**Third Party Operators:** All the operators on the site, whether or not they are directly linked to the Customer

**Viewpoint:** Position and orientation of a Devisubox box allowing an angle of view to be defined, aimed at obtaining a reference photography.

**Web shooting:** photos or videos captured by the Box and transmitted on the Platform. These photos are not stored on the Box.

## Article 2. Purpose

The purpose of these General Terms and Conditions is to define the terms and conditions of intervention by Devisubox, as well as the terms and conditions of sale and rental of the equipment supplied by the latter to provide support for its Services.

## Article 3. Box-related services

Unless specific exceptional provisions to these General Terms and Conditions have been agreed, the Boxes will be rented to the Customer for the duration of the Contract specified in the STCS.

### Art. 3.1. Installation services

The installation costs include:

- The pre-sale and after-sale technical study of the options and methods of mounting the Boxes with the Customer;
- Assistance in obtaining authorizations to install Boxes;
- The supply of attachments for mounting the Boxes (all metal parts, flanges, nuts, plates, to mount the Box on an existing support, with the exception of masts, which will be subject to an additional fee);
- On-site intervention to install on the first-time installation date the Boxes contractually provided for in the STCS;
- The configuration and customization of the Devisubox Platform;
- The license to use the Devisubox software suite;
- The intervention to uninstall Boxes at the end of the project.

Unless otherwise indicated in the STCS, the following items are not included in the installation costs: supply and installation of masts, rental of access platform, rental of the Box Placement, and on-site identification of Viewpoints and mounting methods.

#### Art. 3.1.1. Box installation services

Devisubox will ensure the installation of Boxes according to the Viewpoints selected by the Customer, subject to the exceptions and constraints detailed in 3.1.4. It reserves the right to use subcontracted installers.

No installations will be carried out unless the STCS and the GTCS have been accepted.

Unless otherwise agreed in the contract, Devisubox will use its best efforts to meet the installation deadlines without, however, being bound by an obligation of result.

#### Art. 3.1.2. Supplementary installation services

Any Boxes provided for in the STCS which are installed after the date of first-time installation, for reasons outside of the responsibility of Devisubox or its installers, will be the subject of a supplementary installation service, invoiced separately according to the price agreed in the STCS.

The installation of any additional Boxes must be the subject of new STCS.

#### Art. 3.1.3. On-site mast installation services

The installation of any on-site mast to mount the Box will be the subject of a dedicated service, which must be specified in the STCS. The installed mast will be a self-supporting and telescopic Devisubox mast with an extended height of between 3 and 5.5

meters, which requires a ground area of 4m<sup>2</sup>. The Customer will be responsible for any authorizations required to install the mast on the Site.

#### Art. 3.1.4. Box Placements and associated constraints

In the event that the Box Placements are not defined before the acceptance of the STCS, Devisubox will be free to choose the placement that it considers meeting the best quality, security, and telecom connectivity constraints.

The Box Placements defined in the annex to the STCS will be subject to an additional feasibility study after acceptance of the STCS. The viewing angles of the Boxes selected before installation are given for information only and are not contractual. If the placement of a Box is confirmed, the viewing angle may vary within the maximum limit of  $\pm 20^\circ$  from the viewing angle used in the simulation

Devisubox may refuse a Box Placement without any financial compensation for security or technical reasons such as: insufficient telecom connectivity, compromised power supply, complexity of access, or difficulties in obtaining authorization.

A Box Placement may also be refused by Devisubox if it is likely to undermine the rights and freedoms of individuals (e.g. private homes widely visible in the Viewpoint without it being possible to mask, or sensitive or prohibited areas, such as an infirmary, hospital, or union office).

Any placements whose installation has been refused are hereinafter referred to as '**Unsuccessful Placements**'.

During the on-site installation phase, Devisubox may choose an alternative placement to an Unsuccessful Placement, with a maximum deviation of  $\pm 45^\circ$  from the viewing angle initially planned.

In agreement with Devisubox, the Customer can request an Additional Service for the installation of a mast by way of a simple email, if it proves necessary for an installation sold without masts.

The Customer has the right to refuse a Viewpoint installed as an alternative placement whose deviation is greater than  $\pm 20^\circ$  up to 3 days after receipt of the first photo from the Box. In this case, the Installation Service will remain due, and any change of placement requested by the customer will be the subject of an Additional Service for the installation of the Box.

The Customer may propose an alternative placement if present on the Site during the installation. This must be approved by the installer's supervisor. If it is not possible to reach the installer's supervisor within 20 minutes, the installer will be free to approve the alternative placement, and to have the Customer sign a confirmation of the modification request. In this case, the Customer will not be able to refuse the alternative placement thus proposed, and any subsequent request for modification will be treated as a request for the installation of an additional Box.

Devisubox will take a maximum of two steps to authorize a placement if the STCS consists of a single Box. From two Boxes upwards, this number of steps will be equal to 150% of the number of Boxes provided for in the STCS. If the number of steps results in a fraction, this will be rounded up to the next whole number. Any additional authorization procedure requested for placement will result in the invoicing of an additional day of intervention.

If the Boxes cannot be supplied with power via the solar panel due to the material conditions of installation (for example, installation in a covered place), it will be the Customer's responsibility to ensure the electrical supply for the Boxes. The Customer will be solely

responsible for maintaining the connection to the electrical network, as well as for the safety and conformity of the installation. Devisubox cannot be held liable for any malfunction of the Boxes linked to a fault in the electrical supply or a fault in the Customer's electrical installation.

The Viewpoints have a maximum access height of 6 meters. They must be accessible with PPE (personal protective equipment) without the need to use an access platform. Unless there is a specific contractual provision, it is the Customer's responsibility to provide or finance the use of an elevating access platform for installation and maintenance interventions.

#### Art. 3.1.5. Access to the Boxes' installation location and installation date

The Customer must ensure that Devisubox can freely access the location of the Boxes from 9 a.m. to 6 p.m. on the working days applicable in the country where the Site is located. If the installation has to be carried out on a site not directly controlled by the Customer, the latter must obtain, or ensure that Devisubox obtains, or is allowed to obtain, access and installation authorizations prior to installing the Boxes. The Customer must also provide, where relevant, all the traffic and safety rules concerning the Site, so that Devisubox can pass these on to its installers prior to the start of the Services.

The Customer must ensure that the installers' operating zone is secure or made secure if this zone is located on a worksite, in accordance with the standards and rules governing the physical safety of workers on a worksite. Failing that, Devisubox will be entitled to interrupt installation services without notice until the Site is made secure, enabling the intervention to take place without physical risk for the installers.

Unless otherwise agreed in the STCS, the Services of Devisubox are not subject to the making of an appointment on the Site. However, in the event of any delay attributable to the Customer of more than one hour at an appointment agreed in advance, Devisubox will invoice an additional half-day of intervention

#### Art. 3.1.6. Definitive impossibility of installing a Box

The impossibility of installing a Box, in particular for reasons of Unsuccessful Placement or access constraints, will not cancel the operating services of the Boxes that have already been installed. The Contract will continue for the Boxes installed, and Devisubox will revise the price accordingly.

If an installation service could not be carried out for reasons attributable to the Customer or to Third Party Operators, the installation and placement services will remain due.

### Art. 3.2. Box operating services

#### Art. 3.2.1. Triggering of shooting

Unless there are specific contractual provisions in the STCS, there will be no audiovisual captures on Sundays and outside regular working hours. Devisubox freely configures and determines the distribution of the photos or video captures over time.

The Box is subject to parameters independent of Devisubox such as, in particular, sunlight for solar energy, telecom connectivity, or malfunctions related to the storage medium. Consequently, the number of photos and videos transmitted on the Platform or simply captured and stored locally by the Box, as well as the distribution of the captures over time, are only indicative and not contractual.

At the end of the project, if the number of days when no scheduled photo was recorded on the Platform exceeds 10% of the number of days for which photo transfers were scheduled on the Platform, the Customer may request compensation pro rata temporis for the days when no photo was captured in Local Shooting and when no photo was captured in Web Shooting and transmitted on the Devisubox Platform.

Claims for compensation must be made within 2 months of the dismantling of the last Box of the project.

Devisubox cannot be held liable for any obstacles that may come between the captured subject and the Box, in particular indirect problems related to the weather or any other unforeseen environmental events, such as the appearance of dust on the lens.

It is the Customer's responsibility to take all measures and carry out all legal and regulatory steps necessary to ensure that the shots do not infringe the rights of the persons photographed.

In particular, it must ensure that signs are maintained on construction sites informing employees and visitors of the existence of devices capable of photographing them. Devisubox declines all liability for any infringement of the rights of the involved persons, in particular due to the use by the Customer of photographs or videos taken by the Boxes.

#### Art. 3.2.2. Maintenance operations

In mainland France, a free maintenance call-out is scheduled annually in order to recover the photos stored locally on the Box, or to clean the Box's lenses. This intervention does not cover any possible breakdowns or other call-outs.

Apart from this annual intervention, any express request from the Customer to retrieve the photos stored locally on the Boxes will be subject to the invoicing of an additional day's call-out.

Devisubox will initiate a maintenance call-out on a Box in the following cases:

- Malfunction of the Boxes resulting in an absence of photographs observed for 3 working days
- Vandalism against the Box or deviation of the viewing angle greater than  $\pm 5^\circ$  from the axis of the last intervention on the Box

Devisubox will respond within 7 working days following the finding of a malfunction in order to put the involved Boxes back into service.

In the event that the observed malfunction can be attributed to the Customer or to Third Party Operators, in particular in the event of disconnection of the power supply cables, or negligence resulting in damage to a Box's mechanism or a deflection of the viewing angle, the call-out will be invoiced to the Customer.

During a maintenance call-out, the Customer authorizes Devisubox to carry out the following operations optionally:

- To recover photos and videos stored locally on the Box in order to safeguard them
- To ask its operators to photograph or film the Project on the ground with viewing angles in addition to those of the Boxes in order to enrich the Project's audiovisual content

Any request for deletion of photos must be made in writing by the Customer.

Any Box maintenance operation at the initiative of the Customer must be the subject of an express request to Devisubox, which reserves the right to refuse it.

#### Art. 3.2.3. Box theft or vandalism

When the Boxes are installed on the Site and not outside the Site, it is the Customer's responsibility to take the appropriate measures to ensure that the Devisubox Boxes and their supports installed there are protected against vandalism, destruction, or theft. If one of the above-mentioned incidents should occur, each intervention of Devisubox in repair or replacement to put back into service the concerned Boxes, will be invoiced, for the equipment, at a fixed price of 4200 € excl. tax per Box and 850 € excl. tax per telescopic mast, and for the intervention on Site, at the price given by the STCS for the type of intervention appropriate to put back into service the installation.

In the common interest, each of the Parties undertakes to inform the other Party, by any written means and within a period of 2 working days, as soon as it obtains evidence of a damage to the Devisubox equipment, the aim being to enable the Customer to put in place as soon as possible protective measures and analysis of this damage.

The STCS will propose a repair and replacement warranty option at Devisubox charge, the conditions of which will depend on the Project and Site configurations. In order to be effective, the Customer will have to opt in the STCS for this warranty offer which is chosen and applicable as a whole for the entire Project. It is specified that the warranty can only be activated by the Customer provided that he has taken specific measures to protect the Boxes and supports of Devisubox and that he has taken the appropriate actions following the occurrence of a theft or a degradation whatever the location of the Box(es) (e.g.: declaration of the damage to the insurance, to the police, internal investigation to determine the origin of the damage and implementation of measures to avoid a repetition of the facts) In addition, the warranty can only be implemented by the Customer up to one claim per Box ordered in the STCS.

Finally, after the second damage to one of the Project's Boxes or after the first damage affecting several Boxes, the Parties undertake to meet in good faith to decide on the continuation of the Project and the appropriate conditions for this continuation. In case the common decision is to stop the Services related to the Site, no compensation will be due on either side. The Customer may request in writing that the Project be resumed under new conditions.

#### Art. 3.2.4. Invoiced operating periods

The Services related to the operation of the Boxes are invoiced in advance according to the periodicity and for the duration jointly defined in the STCS. Any billing period started is fully due even if it is interrupted.

The Box(es) will remain installed on the Site for the duration specified in the STCS. One month before the expiration of this duration, the Customer must inform Devisubox of the necessity or not to extend the duration of the Service.

In the absence of information within the time limit defined above, the Box(es) will remain in place and the Services will continue to be performed under the pricing conditions specified in the STCS for a period of three (3) months. At the end of this three (3) month period, without any information from the Customer, Devisubox will proceed to the uninstallation of the equipment (Boxes and masts) at the Customer's expense.

Devisubox commits itself to contact the Customer at the latest one (1) month before the end of the Project defined in the STCS in order to know its progress and to:

- Either schedule the uninstallation of the Devisubox boxes and supports at the date initially agreed;
- Or consider extending the Service and specify its duration.

In the event that the duration referred to in the STCS is modified, the following conditions will apply:

- In case of suspension of the photo shooting for an indefinite period of time during the Project: the price of the Services mentioned in the STCS remains fully due and will be invoiced by Devisubox.

If the Customer wishes to suspend the invoicing of the Services, he must inform Devisubox in writing (an email is sufficient in this respect) at least 15 days in advance and pay for one day of uninstallation intervention. If the Project is resumed, the Customer must pay for a new intervention of reinstallation of the Boxes at the desired time of resumption.

- Assuming an early termination of the Project: provided that the Customer has informed Devisubox in writing at least fifteen (15) days before the end of the Project, the invoicing of the Services will cease on the date of termination of the Project communicated by the Customer.

- Hypothetical extension of the Project: if the duration of the Project provided for in the STCS proves to be insufficient (e.g.: delay in the delivery of the building site), the Customer shall inform Devisubox at the latest fifteen (15) days before the end date of the Project mentioned in the STCS. Subject to the respect of this information obligation, Devisubox agrees to continue to invoice the Services according to the rates negotiated in the STCS for the duration of the extension requested by the Customer.

The end of the Project, in any case whatsoever, always gives rise to the application of the rates for the end of the Service referred to in the STCS and in particular the de-installation fees if they are priced in a non-flat rate way.

After this uninstallation, any reinstallation will be charged.

#### Art. 3.2.5. Volume and long-term discounts

Volume discounts may be granted according to the number of Boxes installed per Site, as from the second Box. These discounts are applicable only for periods during which at least two Boxes are in operation on the same Site within a radius of 3 km.

Discounts on the duration of operation of the Boxes on the Site may also be granted per Box, as from the second year of operation of each Box.

### **Article 4. Audiovisual services on Site**

Apart from the Box services described in Article 3, dedicated days of on-site audiovisual services may be provided by an operator, assigned to the Site to photograph or film the Site's development from viewing angles complementary to those of the Boxes, in order to enrich the project's audiovisual content.

#### Art. 4.1. Ground photography services

Photography services consist of taking photos on Site.

#### Art. 4.2. Drone overflight services

##### Art. 4.2.1. Conditions for taking images by drone

Many constraints are imposed when using a drone, in particular relating to safety, often linked to the specific meteorological conditions of the terrain, or to the potentially disturbed electromagnetic environment. Unfortunately, it is therefore impossible to guarantee the result in advance. Only the drone pilot or the camera operator will be able to judge at each elevation point what can or cannot be achieved in order to best meet the Customer's image needs, while operating within the legal framework. The service provider is prohibited from any vertical overflight of the population or sensitive sites. In particular, according to the terms of the legislation in force, a drone cannot be used less than 10 meters (30m for an 8kg drone) from any person not involved in the filming. If a person involved in the Service must be less than 10 meters away, they must first sign a declaration stating that they have been informed of the procedure to be followed in the event of an incident regarding the flight of the aircraft.

Take-offs and landings must be carried out from a secure space, defined jointly with the Customer. The maximum altitude is 150m, and the maximum distance between the pilot and the drone is 200m (100m in an urban or populated area).

It is possible to film people obliquely but never vertically, in order to preserve their safety in the event of a breakdown.

If it is impossible to fully fulfil the Customer's wishes due to these constraints, the Customer agrees to accept images that can be produced in a secure environment, which is the absolute priority during any flight.

The Customer undertakes not to require flights where safety cannot be guaranteed and/or which do not comply with the regulations in force.

Devisubox undertakes to do everything possible to provide the Customer with the images requested, within the constraints set out above.

The amount invoiced for the service will remain unchanged regardless of the nature of the images produced, which result from the best possible compromise.

##### Art. 4.2.2. Drone overflight authorizations

It is the Customer's responsibility to obtain the various authorizations for the persons, goods, and land to be filmed or photographed, whether in a public or private space. Devisubox or its drone operation provider will take charge, if necessary, of obtaining flight authorizations from the competent authorities (allow an administrative delay of 1 to 4 weeks depending on the sites to be flown over). It is recalled that internal flights do not require any aerial authorization.

##### Art. 4.2.3. Duration of assignments and flights by drone

Several flights can be made per intervention. The duration of each flight will vary depending on the drone, the weather, and the load carried, ranging between 10 and 20 minutes.

The limitation of the number of flights is 3 flights/hour, in order to remain focused and responsive, and to ensure the control and

maintenance of the aircraft and the batteries. This is essential to ensure a safe and efficient flight.

The half-day package is for 4 actual hours on site (excluding travel time).

The day package is for 8 hours effective on site, including an hour's meal break.

In the event of exceeding the above, each hour will be invoiced in addition.

##### Art. 4.2.4. Delivery of images associated with the flight

Apart from any specific terms and conditions, the images taken as part of a drone overflight operation are only intended to be integrated into a film with other images from other services, such as in particular the photos taken by Devisubox cameras. These images are not meant for a separate delivery to the Customer.

##### Art. 4.2.5. Liability in the event of a drone incident

By signing this Contract, the Customer understands that the flight by drone that it is commissioning may involve the risk of an accidental fall, notwithstanding the skills of the pilot or of the wishes of the service provider, for example (non-exhaustive list): violent gusts of wind, vortex, unpredictable obstacles, birds, forced landing, or electromagnetic disturbance.

The Customer undertakes to comply with the safety instructions that Devisubox or its drone provider will ask it to follow in order to avoid any accident.

It is specified that Devisubox and its service providers will solely assume the loss and repairs of the drone and its own on-board audiovisual means.

## **Article 5. Subcontracting**

Devisubox will ensure that its service providers have the necessary skills and qualifications, as well as the civil liability insurance specific to the activity, in particular for drone overflight operations or operations requiring work at height.

## **Article 6. Pricing conditions - Payment**

The amount of the Box rental, as well as the installation costs are set out in the STCS, which must be accepted by the Customer. The Customer is however informed and accepts that, in the event that, for reasons not directly attributable to Devisubox or its subcontractors, the installation services cannot be carried out over a single day, additional costs may be invoiced.

Intervention days will be invoiced at the rate indicated in the quotation under the heading D-Rate. These days include travel to the Site.

Invoices will be denominated and payable in euros.

Payment of invoices must be made upon receipt of the invoice.

Any failure to pay will result in formal notification to pay within eight days. If, after this period, the sums due are not paid, Devisubox may terminate the Contract and proceed with the recovery of the Boxes. If it is impossible to recover the Boxes, these will be invoiced to the Customer. Termination of the Contract under these conditions does not exclude the right for Devisubox to request payment of all sums due until the expiration of the subscription period initially agreed, and more generally, all damages intended to compensate for its loss.

Any amount due not paid on time will be increased by late payment interest calculated on the basis of three times the amount of the legal rate, in addition to a lump sum of €45 per reminder letter.

## **Article 7. Intellectual property**

Devisubox grants the Customer a non-exclusive and free license on its creations, for the duration of the rights still to run and any extensions, allowing the Customer to use these for its own needs. The Customer may in particular reproduce and represent said creations, but it may not under any circumstances market them or assign them, other than as part of a transfer of its business.

For any representation of photographs or videos, the Customer must mention the Devisubox photographic credits, and must affix the logo of the latter visibly on the video sequences.

Unless the Customer expressly requests, Devisubox may use the films and photographs taken on construction sites free of charge for use exclusively for the promotion of Devisubox commercial activity (and without this generating direct income), insofar as these films and photographs do not show identifiable people.

Devisubox grants the Customer a license on the software suite, allowing the operation of the Boxes and access to the photos. This license is only granted for the Sites expressly mentioned in the STCS, and for the effective duration of the Project. However, at the end of the Project, the Customer will be able to access the photographic databases during the storage period of the photos, and under the terms of the database license.

The license granted to the Customer on the software suite is intended exclusively for the Customer's personal use, and for the sole needs of its business.

## **Article 8. Personal data**

Devisubox may be required to process the Personal Data necessary for the performance of the Service, in accordance with the Customer's requests. Devisubox is therefore authorized to process, on behalf of the Customer, the Personal Data necessary to provide the Services.

The Services which may lead to the Processing of Personal Data, carried out by Devisubox on behalf of the Customer, are listed in the STCS. In effect, not all Services result in the collection of Personal Data. This depends in particular on the Viewpoints chosen by the Customer.

The Service may in particular lead to the collection of images allowing the identification of natural persons, or vehicle registration plates. The collection of any other type of Personal Data in the context of the Services will be specified in the STCS, if applicable.

The purpose of the Processing of this Personal Data is to monitor projects, for promotional or information as well as assistance to risk prevention purposes.

Any other purpose of the Processing will be specified in the STCS.

The duration of the Processing is also specified in the STCS.

Devisubox undertakes to process Personal Data for the sole purpose(s) which is/are the subject of the Services or Additional Services.

A In this regard, it is clear and established between the Parties that Devisubox acts as a Subcontractor on the instructions of the Customer, in particular for the choice of Viewpoints, except

uniquely in the event of any technical constraints, as provided for in 3.1.4.

It is up to the Customer in its capacity as Data Controller to provide the information to the Data Subjects concerned by the Processing operations at the time of the collection of Personal Data, and to ensure the legal basis of the Processing envisaged.

In accordance with its regulatory obligations as a Personal Data Sub-Processor, Devisubox guarantees the security and confidentiality of Personal Data processed on behalf of the Customer.

Devisubox undertakes to use the Personal Data processed only for the purposes provided for by the Data Controller and will take all material and organizational measures to ensure its security and confidentiality in the context of the Processing that it may be called upon to carry out in its capacity as a Subcontractor.

The Customer authorizes its subcontractor Devisubox to subcontract part or all of the hosting of the Personal Data, collected for the purposes of performing the Service, to a service provider specializing in data hosting and presenting all the required guarantees under the regulations in force, and in particular with regard to the security and confidentiality of the Personal Data that it may process.

Devisubox has taken all measures, particularly contractual, to ensure that its subcontractors comply with the regulations in force. Devisubox, in particular, has ensured that the selected subcontractors implement the appropriate technical and organizational measures.

However, Devisubox cannot be held liable if, despite all its precautions, one of its subcontractors fails to comply with the regulations relating to personal data, and in particular in the event of a security breach affecting the Personal Data processed by them on behalf of the Customer after subcontracting by Devisubox.

In the event of a change or addition of a subcontractor, Devisubox will inform the Customer, who may submit its preliminary observations.

Devisubox will ensure that none of the Customer's Personal Data is transferred outside of the European Economic Area, either by itself, its own subcontractors, or persons acting under its authority or on its behalf. The Customer reserves the right to carry out any verification which it deems useful to ascertain compliance with this obligation.

Devisubox authorizes the Customer to audit its premises in order to verify that it has implemented the security and confidentiality measures required by the applicable regulations. Devisubox must be notified no later than two (2) working days before any such audit, and may only refuse the audit for reasons of total unavailability (premises closed for annual leave). The mere absence of Devisubox legal representative will not justify the refusal of the audit requested by the Customer. Devisubox undertakes to put all reasonable means at the disposal of the Customer so that it can conduct the audit effectively.

The Customer undertakes to communicate to Devisubox all audit evidence collected within forty-eight (48) working hours following the audit of its premises. The audit evidence and any document related to the audit will be treated as highly confidential information, for the duration of the audit and for the ten (10) years following the final results of the audit (delivery of the report and report presentation). Confidential information may not be disclosed to third parties without the prior authorization of Devisubox.

At the end of the Services, Devisubox will delete the collected Personal Data, or send it back to the Data Controller, at the latter's choice.

Devisubox may not use the Personal Data collected other than for storage and archiving purposes for a period strictly in accordance with its commercial and legal obligations.

Devisubox will inform the supervisory authority of any security breach likely to pose a risk to the privacy of Data Subjects within 48 hours of the disclosure of the security breach. Devisubox also undertakes to inform the Customer of any security breach concerning the Personal Data that it processes on behalf of the latter, at the latest within 48 hours of the disclosure of the existence of such a breach. It is up to the Customer, in its capacity as Data Controller, to decide whether or not it needs to inform the Data Subjects, in accordance with the applicable legal provisions in force.

If the Data Subjects wish to exercise their rights with Devisubox, they should send their requests by email to the following address [rgpd.customer@devisubox.com](mailto:rgpd.customer@devisubox.com)

Devisubox declares that it keeps a register in writing of all categories of Processing activities carried out on behalf of the Customer, including:

- the name and contact details of the Data Controller on whose behalf it acts, any subcontractors and, where applicable, the data protection officer;
- the categories of processing activities carried out on behalf of the Customer;
- where applicable, transfers of Personal Data to a third country or to an international organization, including the identification of that third country or international organization and, in the case of such transfers, the documents attesting to the existence of appropriate safeguards;
- a general description of the technical and organizational security measures, including, inter alia, as appropriate:
  - the means to ensure confidentiality (pseudonymisation, encryption of Personal Data, etc.), integrity, availability, and ongoing resilience of the Processing systems and services;
  - the means to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
  - a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

## **Article 9. Guarantees**

Devisubox guarantees the conformity of the Services with respect to the STCS and guarantees that its services are carried out in accordance with good professional practice and according to the professional standards in force.

Devisubox provides no conventional guarantee other than those expressly mentioned in these General Terms and Conditions of Sale. Any implied guarantee is therefore formally excluded.

Devisubox disclaims any guarantee relating to the legality of Personal Data Processing carried out on behalf of the Customer and resulting from the installation of a Box or the capture of images by drone, insofar as Devisubox chooses neither the installation Site, nor the site for capturing images by drones, nor the Viewpoints, nor

the purposes of the Data Processing carried out by the Customer, if applicable.

The Customer is solely liable for the legality of the Processing carried out from the images captured, and in particular for taking charge of the necessary prior authorizations and declarations before the competent authorities, insofar as Devisubox acts as a Sub-Processor and is not qualified to carry out these steps, which are the sole responsibility of the Data Controller.

## **Article 10. Limitation of liability**

Unless otherwise agreed, Devisubox liability relates only to an obligation of means, and is conditioned by the information and instructions received from the Customer, which is responsible for specifying and defining its needs

Devisubox cannot under any circumstances be held liable for any damage resulting from a delay or failure to perform a Service due to a Third Party Operator.

Devisubox liability is limited, in any event, to direct damages only. Indirect and immaterial damages such as operating loss, loss of margin, damage to image and others are expressly excluded from its liability. The latter is also capped at a maximum sum equal to the amount of the STCS. Any damages must be declared before being subjected to a repair service, so that Devisubox can call upon its civil liability insurance. In addition, and as necessary, the Customer waives any recourse and any demand exceeding the limit of Devisubox civil liability coverage.

Devisubox will in no way be liable for any violations of the rights of third parties that may result from the taking of photographs by the Boxes or images by drone, it being understood that Devisubox acts exclusively on the instructions of the Customer as a Subcontractor, and that it chooses neither the purpose nor the Viewpoints adapted to the needs of the Customer, which it alone is qualified to determine.

This exemption from liability remains valid even if Devisubox has intervened in order to modify a Viewpoint or to choose a new one after it becomes impossible to use that chosen by the Customer, insofar as the reason for such an intervention would be purely technical, and without any relationship with the subject of the Processing desired by the Customer and its purposes, that it alone determines.

Devisubox can offer the Customer technical solutions in order to limit or eliminate the Processing of personal data carried out on behalf of the Customer, such as blurring or anonymization of images. This purely technical assistance does not imply any guarantee of the legality of the Processing, which is the Data Controller's sole responsibility to verify.

The Customer is aware of the risk of infringement of the rights of third parties if it requests the publication of images captured by Boxes or by drones live, without having carried out prior checks on the images broadcast. Devisubox declines all liability, whether direct or indirect, and whatever their nature, for such damages.

## **Article 11. Force Majeure**

A party may not be held liable for the non-performance, breaches, or delays in the fulfilment of any of its obligations which may be due to an act of the other party, or to the occurrence of a force majeure event, preventing the execution of the Contract. A strike by the Customer's staff can in no case constitute a force majeure event. A force majeure event would suspend the obligations arising from the

Contract for as long as it may last. However, if the force majeure event lasts more than three months, the Contract may be terminated by either Party, without the termination being considered their fault. Termination, in such a case, must be notified by registered letter with acknowledgement of receipt, and will take effect on the date of receipt of the said letter.

Devisubox, notwithstanding multiple defendants, introduction of third parties, related claims, or concurrent proceedings.

## **Article 12. Early termination**

In the event of a Party's failure to comply with its contractual obligations, the other Party may send it a letter of formal notification to have the breach remedied within a reasonable period of time which, except for another period expressly mentioned in the body of these General Terms and Conditions, may not be less than ten (10) days, nor exceed thirty (30) days.

In the event that the defaulting Party has not remedied said breach within the time allotted, the other Party may decide to terminate the current Contract as of right, without notice or legal formality, by registered letter with acknowledgement of receipt, or by any other means ensuring a certain date of receipt. The Contract will cease on the date of receipt of said letter or, failing receipt, on the date of its first presentation.

The possibility of terminating the Contract under the conditions laid down in this article will not prejudice the right of the injured Party to implement any procedure of its choice intended to assert its rights, and in particular to seek compensation for damages.

## **Article 13. Miscellaneous provisions**

The invalidity of any of the obligations resulting from the Contract, for any reason whatsoever, will not affect the validity of the other obligations. The Parties undertake to negotiate alternative provisions in good faith.

The titles and sub-titles appearing in these General Terms and Conditions, and more generally in all the documents constituting the Contract, are included for convenience only. By express agreement between the parties, these titles and sub-titles may in no case be used to interpret any provision whatsoever of the Contract.

The fact that a party does not enforce the application of any provision of the Contract, or tolerates the non-performance thereof temporarily or permanently, cannot in any event be interpreted as a waiver by this party to exercise the rights it holds under the said Contract.

The fact that one party tolerates the non-performance or imperfect performance of the Contract, or more generally tolerates any act, abstention, or omission of the other party that is not in compliance with the provisions of the Contract, cannot confer any right on the party which benefits from such tolerance.

## **Article 14. Applicable law**

These General Terms and Conditions are governed exclusively by French law. Only the French version of the contractual documents will be binding on the parties and will prevail in the event of a dispute.

## **Article 15. Disputes**

Any dispute concerning the validity, execution, or interpretation of these provisions, and more generally of the Contract, will be subject to the jurisdiction of the courts of the registered office of